



General Purchase Conditions

General Purchase Conditions of Purac Biochem B.V., acting under the trade name Corbion

1.	Definitions	1
2.	Applicability	1
3.	Conclusion of an Agreement	1
4.	Agreed Performance	1
5.	Statutory requirements and necessary permits	1
6.	Transfer of obligations	2
7.	Attributable shortcomings and liability	2
8.	Prices	2
9.	Invoicing/Payment	2
10.	Insurance/Indemnification	2
11.	Confidentiality and prohibition on disclosure	2
12.	Publicity	2
13.	Dissolution	2
14.	Provision of information and consultation	2
15.	Applicable law/Disputes	2
16.	Continuation of the provisions	2
17.	Intellectual and industrial property rights	3
18.	Inspection	3
19.	Packaging	3
20.	Delivery of goods	3
21.	Transfer of ownership/Transfer of risk/Unencumbered delivery	3
22.	Guarantee	3
23.	Additional work	3
24.	Working conditions/worksite	3
25.	Work on the CORBION site/in CORBION buildings	3
26.	Personnel	4
27.	Records of time worked	4
28.	Equipment and materials	4
29.	Responsibility for tax and social security contributions	4
30.	Option to use guarantee account or direct payment of wage tax and social security contributions	4

1. Definitions

Supplier:	The other party to an Agreement entered into by CORBION.
Agreed Performance:	Delivery of the agreed goods, performance of the contracted work or performance of the agreed service in accordance with the specifications included in the Agreement.
Agreement:	An agreement relating to a purchase, the performance of services or the contracting of work in which CORBION is the purchaser or client, or any other agreement to which the General Purchase Conditions are declared to apply.
CORBION:	Purac Biochem B.V., acting under the trade name Corbion, or another CORBION group company that employs these General Purchase Conditions.

2. Applicability

- 2.1 Unless the parties expressly agree otherwise in writing, these General Purchase Conditions apply to all Agreements between the Supplier and CORBION and also to all legal acts relating to the conclusion of an Agreement.
- 2.2 Besides these General Purchase Conditions, additional specific general conditions may also apply, depending on the nature of the transaction. In the event of conflicts between regulations, the text of the written Agreement will prevail (unless this text refers to other general conditions) and the additional specific general conditions will take precedence over these General Purchase Conditions.
- 2.3 The Supplier's general conditions of delivery or any other (general) conditions of the Supplier do not apply to the Agreement.

3. Conclusion of an Agreement

- 3.1 A quotation request by CORBION is always without obligation.
- 3.2 An Agreement is only concluded if CORBION gives express written notice of acceptance.
- 3.3 Any deviations from or changes to the Agreement are only binding if they have been agreed upon in writing.

4. Agreed Performance

- 4.1 The Supplier is obliged to carry out the Agreed Performance in accordance with the specifications included in the Agreement. No deviation by the Supplier from agreed specifications, materials or parts is permitted.
- 4.2 The Supplier must notify CORBION immediately in writing if there is a possibility that the agreed delivery or completion time will be exceeded and in the event of other foreseeable shortcomings in the performance of the Agreement.
- 4.3 If assembly/installation has been agreed, this will comprise setting up the goods in such a way that they are operational by no later than the agreed time. Once the Supplier has given notice that the work has been completed, a completion report will be drawn up and signed by both parties.
- 4.4 If the Supplier makes use of drawings, calculations, models, specifications or other materials made available by CORBION during the performance of the Agreement, the Supplier is obliged to inform CORBION of any deficiencies and also to ask CORBION to clarify any points in these documents that may be unclear. These documents remain the property of CORBION at all times and are to be returned to CORBION upon first request.

5. Statutory requirements and necessary permits

- 5.1 The Supplier will comply with and observe all requirements, conditions, regulations and provisions that apply to the Agreed Performance on the basis of laws, bye-laws and other regulations, including all relevant provisions relating to quality, the environment, safety, health and working conditions.
- 5.2 The Supplier must possess, and continue to possess for the duration of the Agreement, all permits prescribed by law or otherwise that relate to and/or are necessary for (the performance of) the Agreement and the Agreed Performance set out therein.
- 5.3 The Supplier will inform CORBION immediately about any changes in the permits referred to and will make a copy of these permits available upon first request.
- 5.4 If a specific permit is required to allow the Agreed Performance to be carried out, the Supplier must inform CORBION of this before the Agreement is entered into and must provide any assistance in the process of applying for this permit upon first request by CORBION.



General Purchase Conditions

- 6. Transfer of obligations**
6.1 Unless the Supplier has received the written approval of CORBION, the Supplier is not authorised to transfer (part of) the rights and/or obligations arising from the Agreement to a third party.
6.2 If rights and/or obligations arising from the Agreement are transferred and/or subcontracted, the Supplier will nevertheless remain fully responsible and liable for the correct and complete performance of the Agreement and delivery of the Agreed Performance.
- 7. Attributable shortcomings and liability**
7.1 In the event of an attributable shortcoming in the performance of the Agreement, including exceeding the agreed delivery/completion time, the Supplier will be in default without notice of default being required.
7.2 CORBION will be authorised at all times to refuse performance that is offered after the Supplier has defaulted.
7.3 The Supplier will be liable for all damage incurred by CORBION as a result of failure to comply with the Agreement or to comply with it in full.
- 8. Prices**
8.1 Unless otherwise agreed, the prices stated in the Agreement are fixed, exclusive of VAT and therefore inclusive of, among other things, other taxes, levies, import or export duties and excise duties, as well as inclusive of the costs of pre-packaging, transport, delivery, loading/unloading, administration, dispatch, call-out and connection charges, and any possible incidental expenses.
8.2 Changes in prices, wages, costs, social security contributions, taxes or other cost-increasing factors cannot be passed on to CORBION unless this has been expressly agreed in the Agreement.
8.3 The costs of quotations are to be borne by the Supplier.
- 9. Invoicing/Payment**
9.1 Unless otherwise agreed, invoicing by the Supplier takes place after the Agreed Performance has been realised.
9.2 The agreed price is paid within 60 days end of month of receiving the correct goods. In the event of late payment, the Supplier is authorised to charge the statutory interest.
9.3 If full or partial payment in advance is agreed, CORBION has the right to demand security from the Supplier in connection with the performance of the Agreement, e.g. in the form of a bank guarantee.
9.4 CORBION has the right to suspend the payment of invoices that are disputed in good faith, or payment of the disputed portion thereof, until agreement has been reached on the disputed amount.
9.5 The date of payment is considered to be the date on which the amounts are debited from CORBION's account.
9.6 CORBION is authorised to offset invoices with claims that CORBION has against the Supplier at any time on the basis of the Agreement or otherwise.
- 10. Insurance/Indemnification**
10.1 The Supplier is obliged to take out liability insurance and other insurance policies that are necessary to cover the relevant risks connected with the Agreement and/or the Agreed Performance.
10.2 Upon first request by CORBION, the Supplier must make the policy in question, as well as evidence of premium payments, available for inspection.
10.3 The Supplier indemnifies CORBION against third-party claims connected with the performance of its obligations arising from the Agreement, as well as against third-party claims connected with failure to comply with its obligations arising from the Agreement.
- 11. Confidentiality and prohibition on disclosure**
11.1 The Supplier will keep the existence, nature and content of the Agreement confidential and will not disclose any details relating to it without the written approval of CORBION.
11.2 The Supplier undertakes to treat as confidential all data and information relating to or associated with the company, clients, products, operations and organisation of CORBION that comes to its attention within the context of the performance of the Agreement, and to keep such data and information secret and not to use it for any purpose other than that for which it has been provided.
11.3 The Supplier also undertakes to impose the same confidentiality obligation on employees and/or auxiliary persons who are directly or indirectly involved in the performance of the Agreement and will ask them to sign a statement of confidentiality.
11.4 The Supplier will ensure that the confidentiality obligation imposed on employees and/or auxiliary persons will remain in force after the end of the employment relationship or agreement.
11.5 CORBION is authorised at any time to demand that employees and auxiliary persons of the Supplier sign a statement of confidentiality. If the signing of such a statement is refused, this will be regarded as a neglect by the Supplier and CORBION may refuse to allow the persons concerned to be involved in the (performance of the) Agreement.
- 12. Publicity**
Unless the Supplier has received written approval from CORBION, the Supplier is not permitted to undertake any publicity relating to this Agreement, or to make use of CORBION's name, logo or house style for advertising purposes or for other publicity activities.
- 13. Dissolution**
CORBION has the right to dissolve the Agreement with immediate effect by sending a registered letter to the Supplier if:
- The Supplier is in default and fails to rectify the situation within a reasonable period, after having been issued with a reminder by or on behalf of CORBION;
 - The Supplier files for a moratorium on payments;
 - A petition for bankruptcy is filed in relation to the Supplier or to a group company of the Supplier that is involved in the performance of the Agreement;
 - The Supplier decides to terminate its operations or suspend its operations in full or in part;
 - The Supplier no longer possesses the permits necessary to carry out its operations;
 - The Supplier offers or has offered any kind of advantage to employees or representatives of CORBION with a view to influencing CORBION's decision-making;
 - There is a change in the control of the (company of the) Supplier.
- 14. Provision of information and consultation**
Upon first request, the parties will provide each other with all the information that is necessary to ensure that operations run smoothly.
- 15. Applicable law/Disputes**
15.1 The Agreement will be governed exclusively by Dutch law. The applicability of the 1980 Vienna Sales Convention (CISG) is expressly excluded.
15.2 Any disputes between the parties will be referred in the first instance to the competent court in Rotterdam.
15.3 In the event of a difference of opinion concerning the content or interpretation of these conditions, the Dutch original prevails over the English translation.
- 16. Continuation of the provisions**
The termination or dissolution of the Agreement will not release the parties from the provisions relating to attributable shortcomings and liability, indemnification, confidentiality, publicity, applicable law, the competent court and other obligations that, by their nature, are intended to continue after the Agreement ends.



General Purchase Conditions

Additional conditions relating to the purchase of goods

17. Intellectual and industrial property rights

- 17.1 The Supplier guarantees that CORBION will have free and undisturbed use of the goods delivered, that it is authorised to transfer the goods to CORBION and that (use of) the delivered goods will not infringe any third-party rights, including intellectual and industrial property rights. It indemnifies CORBION against any third-party claims resulting from the infringement of their intellectual and industrial property rights.
- 17.2 The intellectual and industrial property rights relating to goods developed specifically for CORBION belong to CORBION and must be regarded as confidential information to which the confidentiality obligation under article 11 applies.
- 17.3 As far as already possible, the Supplier transfers the rights referred to in paragraph 2 to CORBION by entering into the Agreement, and undertake to cooperate in any transfer activities that are necessary in relation to these rights upon first request by CORBION.

18. Inspection

- 18.1 CORBION is authorised to inspect the goods delivered within a reasonable period after delivery.
- 18.2 If the Agreement relates to goods to be manufactured specially for CORBION, CORBION is also authorised at any time to inspect goods (or to have them inspected) during production, processing and storage.
- 18.3 Upon first request, the Supplier will grant CORBION or its representative access to the production, processing or storage site. The Supplier will assist in the inspection process free of charge.
- 18.4 The acceptance by CORBION of delivered goods does not affect any guarantees issued by the Supplier.

19. Packaging

- 19.1 All goods for which no specific requirements have been set with regard to packaging and/or dispatch must be packaged soundly in customary commercial packaging that is suitable for transport, storage and transshipment and must be labelled on the outside of the packaging in accordance with CORBION's instructions.
- 19.2 CORBION has the right at any time to ask the Supplier to remove the transport and packaging materials or to return the transport and packaging materials to the Supplier at the latter's expense.
- 19.3 If transport and packaging materials are processed or destroyed at the Supplier's request, this will take place at the Supplier's risk and expense.

20. Delivery of goods

- 20.1 The Supplier will deliver the goods in full and ready for use. The Supplier will ensure that, among other things, all parts, auxiliary materials, auxiliary items, tools, spare parts, operating instructions, instruction books and other accessories that are needed to realise the objective stated by CORBION are included in the delivery, even if they are not specifically referred to in the Agreement.
- 20.2 CORBION is authorised to refuse early delivery. Part deliveries are only permitted after written approval has been obtained from CORBION.
- 20.3 Deliveries will only be made to the agreed location.
- 20.4 CORBION will have free use of the enclosed documentation, including the right to duplicate it for its own use.
- 20.5 In the event that the delivered goods are rejected, the Supplier will take the rejected goods back within 5 working days upon first request by CORBION and will ensure that they are repaired or replaced.
- 20.6 If the Supplier fails to take back the rejected goods within 5 working days of a request to this effect from CORBION, CORBION will have the right to return the goods at the Supplier's expense.

21. Transfer of ownership/Transfer of risk/Unencumbered delivery

- 21.1 The ownership of and risk relating to goods to be delivered is transferred at the moment the goods are physically delivered and an authorised CORBION employee has signed for their receipt.
- 21.2 The goods will be delivered unencumbered and free of third-party rights.

22. Guarantee

- 22.1 The Supplier guarantees that the goods:
- Are new, free of defects and of good quality;
 - Are suitable for the intended use for which they have been delivered;
 - Comply with all applicable legislation and regulations and with standards employed within the industry, including in relation to quality, the environment, safety and health.
- 22.2 The guarantee period will remain in force for at least twelve months following delivery, unless a longer period is agreed. The Supplier remains liable for hidden defects that only become apparent after this period. The expiry of the guarantee period does not affect the rights that CORBION can otherwise derive from the law or from the Agreement.
- 22.3 In all cases the guarantee will require the Supplier to rectify any defect reported by CORBION as quickly as possible at its own expense (including all incidental expenses). The full guarantee period will enter into effect again for replaced or repaired goods or parts.
- 22.4 If the manufacturer or importer of goods delivered to CORBION by the Supplier issues a further-reaching or more extensive guarantee relating to these goods, this guarantee will continue to apply in addition to the guarantee issued by the Supplier, and CORBION may also make claims against the Supplier under this guarantee.

Additional conditions relating to work

23. Additional work

Additional work must always be agreed in writing.

24. Working conditions/worksite

- 24.1 Before a start is made on performing the Agreement, the Supplier must ascertain the conditions under which and in which the work is to be carried out and which may influence the performance of the Agreement.
- 24.2 Costs resulting from any delay in the performance of the Agreement caused by conditions as referred to under paragraph 1 above are at the expense and risk of the Supplier.
- 24.3 Goods stored by the Supplier and/or third parties on the worksite are at the Supplier's risk.

25. Work on the CORBION site/in CORBION buildings

- 25.1 The Supplier will ensure that its presence and the presence of its personnel on the CORBION site and in CORBION buildings will not form a hindrance to CORBION and third parties in continuing their work undisturbed.
- 25.2 The Supplier must provide its personnel with identity cards issued by itself from which, besides the identity of the person in question, it is also apparent that this person is carrying out work for or on behalf of the Supplier.
- 25.3 Before a start is made on performing the Agreement, the Supplier and its personnel must acquaint themselves with the rules, regulations and code of conduct in force on the CORBION site and in CORBION buildings relating to, among other things, health, safety and the environment and the recording of hours worked and attendance. The Supplier and its personnel must conduct themselves accordingly.
- 25.4 CORBION will make a copy of the above-mentioned rules and regulations available to the Supplier at its request.
- 25.5 The Supplier is obliged to take the required measures in accordance with the legislation and regulations that apply to the work in question (in relation to safety and hygiene, among other things) and to comply with this legislation and these regulations as well as to comply strictly with any instructions, requirements and directions from CORBION or government agencies such as the Health and Safety Inspectorate.
- 25.6 The Supplier must remove waste and packaging material from the worksite each day.



General Purchase Conditions

- 26. Personnel**
- 26.1 The personnel employed by the Supplier for the performance of the Agreement will meet the general requirements of professional competence and expertise and any particular requirements which may be set by CORBION.
- 26.2 If, in the opinion of CORBION, any personnel are deemed to be insufficiently qualified, or if, in the opinion of CORBION, the behaviour or quality of the personnel makes the deployment of such personnel undesirable, CORBION has the authority to demand the replacement of this personnel and the Supplier is obliged to make the replacement without delay. In this case, CORBION is entitled to refuse the personnel concerned access to CORBION's buildings and sites.
- 26.3 The Supplier is responsible for the safety of the workers and subcontractors under its supervision. The Supplier is itself responsible for providing personal protective gear.
- 27. Records of time worked**
- 27.1 At CORBION's first request, the Supplier must provide CORBION with the records of man hours worked for all personnel that are deployed by the Supplier for the performance of the Agreement.
- 27.2 Should there be a discrepancy, for work carried out on CORBION's site, between the records provided by the Supplier and CORBION's record of hours worked and attendance, the data held by CORBION are decisive.
- 28. Equipment and materials**
- 28.1 CORBION has the authority to inspect and test all equipment and materials to be used by the Supplier for the performance of the Agreement.
- 28.2 The Supplier must take responsibility itself for all the equipment and materials necessary for the work to be carried out. These must be of good quality and meet the applicable legislation and regulations.
- 28.3 The Supplier may only use CORBION's equipment and materials with the permission of CORBION. This is done at the Supplier's risk. The Supplier will return the used equipment in the condition in which it was received.
- 29. Responsibility for tax and social security contributions**
- 29.1 The Supplier guarantees to CORBION that the wage tax and social security contributions owed on the wages of the personnel deployed for the Agreed Performance will be deducted and paid.
- 29.2 If requested, the Supplier will produce written evidence of the payment of the tax and social security contributions owed in connection with the Agreed Performance.
- 29.3 If use is made of "self-employed persons without personnel" for the performance of the Agreement, the Supplier will always have copies of the "Working relationship declarations" [Verklaringen Arbeidsrelatie] that apply to the period in question available for these individuals and will also impose this obligation on any subcontractors.
- 30. Option to use guarantee account or direct payment of wage tax and social security contributions**
- 30.1 Contrary to the regulations governing payment under article 9 and without prejudice to the guarantee contained in article 29.1, CORBION has the right to pay a portion of the amounts charged by the Supplier either into a guarantee account of the Supplier or directly to the body responsible for receiving wage tax and social security contributions (hereinafter referred to as "the Recipient"). If CORBION states that it wishes to make use of this right, the Supplier will immediately provide the details required for payment.
- 30.2 When invoicing for a period, the Supplier will provide CORBION with an overview of the wage tax and social security contributions to be paid for each employee over the period, stating the Tax and Social Security (SOFI) numbers.