

	<b>TERMS AND CONDITIONS OF PURCHASE OF GOODS</b> <b>OF</b> <b>LAMEX FOODS EUROPE BV</b>	Document No. <b>4.1.6 PO1 BV</b>
		Version. <b>1.0</b>

**All orders placed by Lamex Foods Europe BV are subject to and made conditional upon acceptance of these terms and conditions of purchase.**

**1. Application.**

The Purchaser hereby orders and the Supplier, by accepting the purchase order, agrees that it will supply the Goods subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the Supplier’s quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

**2. Definition.**

**2.1.** In these Conditions, the following expressions have the following meaning:

**“Business Day”** means any day other than a Saturday, Sunday or national holiday in the Netherlands.

**“these Conditions”** means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

**“Continuing Obligation”** has the meaning that the terms and conditions of this paragraph are continuing and shall be in full force and effect and shall be binding upon Supplier with respect to each and every article shipped or delivered to Purchaser by Supplier before the receipt by Purchaser of written notice of revocation hereof.

**“the Contract”** means the contract for the sale and purchase of the Goods constituted by the Supplier’s acceptance of the Order in accordance with these Conditions. All Lamex’s contracts refer to these terms and conditions, which prevail in any case.

**“the Commencement day”** means the date of commencement of the contract set out in the supply agreement.

**“Confidential Info”** means the confidential information made available in connection with the Contract relating to the business of a party or any person with whom a party has dealings.

**“General Data Protection Regulation”** is the new EU regulation that will be applied to the processing of personal data in the context of the activities of an establishment of a controller or a processor in the Union, regardless of whether the processing takes place in the EU or not.

**“Personal Data”** is defined as any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors

specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. GDPR applies to personal data such as name, sex, age, passport, ID, nationality, HR data, contact details, on line purchases, credit card details, payroll, airline passenger lists, dietary preferences, airport control cameras data, hotel reservations etc. and to special categories of sensitive data such as economic, health, genetic and biometric data.

**"Processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, if automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Controller"** is the natural or legal person, public authority, agency or other body, which alone or jointly with others, determines the purposes and means of the processing of personal data.

**"Processor"** means the natural or legal person, public authority, agency or other body which processes data on behalf of the controller.

**"Consent of the data subject"** means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

**"Special Categories of Data"** is revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership. Genetic data, health data or data concerning the person's sex life or sexual orientation.

**"Data Protection Losses"** means all liabilities and other amounts including all:

- a) costs including legal costs, claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages;
- b) loss or damage of reputation, brand or goodwill;
- c) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a relevant supervisory authority;
- d) compensation paid to a Data Subject; and
- e) costs of compliance with investigations by a supervisory authority.

**"Data Subject Request"** means a request made by a Data Subject to exercise any rights under the GDPR Regulation;

**"Personal Data Breach"** means any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

**"Protected Data"** means Personal Data received from or on behalf of Lamex, or otherwise obtained, in connection with the performance of the Supplier's obligations under any Contract;

**"the Delivery Address"** means the address or addresses set out in the Contract or in the absence of a Contract, any Purchase Order.

**"Delivery Date"** the date or dates set out in the Contract or the relevant Purchase Order or if no dates are set out, within 30 days of either the commencement date under the Contract or in the absence of a Contract the date of the relevant Purchase Order.

**"Deliverables"** any documentation provided in connection with the Goods.

**"Force Majeure"** means that the Purchaser shall not be liable for delaying delivery and/or acceptance of the products, for its failure to accept any products or for its failure to perform hereunder or breach hereof due to strike, labor trouble, war, insurrection, civil commotion, the public enemy, fire, explosion, accident, flood, storm, act of God, act of any governmental authority, executive or administrative orders or other legal restrictions, riot, embargo, blockade, quarantine, wrecks or delay in transportation or any cause beyond the control of Purchaser which renders Purchaser's acceptance of the products impossible or impracticable, renders Purchaser unable to transport the products to its customer(s) in a commercially reasonable manner, or which renders Purchaser performance impossible or impracticable or causes Purchaser's breach hereof.

**"the Goods"** means the goods (including any instalment of the goods or any part of them) described in the Order, which the supplier supplies to Lamex under the Contract or the Purchase Order.

**"Lamex Group"** means the Group of Lamex Entities.

**"the Order"** means the Purchaser's Purchase Order in respect of the Goods.

**"the Policies"** means all of the Lamex Group Policies from time to time, including without limitation those on health and safety, corporate social responsibility, data privacy, antislavery etc.

**"the Price"** means the price of the Goods.

**"the Purchaser"** means **Lamex Foods Europe BV** otherwise referred as **"Lamex"**, a company incorporated in the Netherlands with registered company number 09067837, tax VAT number NL007188511 and Tax reference 16804619, whose registered address is at Koopmanslaan 31-04, 7005 BK Doetinchem, the Netherlands, together with any holding company, subsidiary, fellow subsidiary or associated company.

**"Specification"** includes any grades, quality, quantities, and any written specifications agreed between the parties from time to time.

**"Supplier"** means the entity named as the supplier in the Contract or in the absence of a Contract, named in the relevant Purchase Order.

**"Writing"** includes facsimile, transmission, electronic mail and comparable means of communication.

**2.2.** Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

**2.3.** The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **3. Formation.**

**3.1.** Subject to any variation under Condition 4.2, the Contract excludes all other terms and conditions including without limit any terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation or order, quotation, specification, delivery note, invoice or any other similar document whether or not such document is referred to in the Contract.

**3.2.** Each quotation for the Goods shall be deemed to be an offer by the Supplier to sell the Goods on the terms of the Contract. All quotations provided by the Supplier, will remain open for 30 days from its date.

**3.3.** Each contract shall form a separate agreement for the provision of Goods between Lamex and the Supplier.

**3.4.** Any Contract may only be cancelled or varied by the Supplier with the prior written consent of Lamex at any time prior to delivery of the goods and on condition that the Supplier shall indemnify Lamex in full against all losses (including loss of profit), costs, damages, charges and expenses incurred directly or indirectly by

Lamex as a result of such cancellation or variation.

**3.5.** Lamex is entitled to cancel the Contract or the purchase order in whole or in part at any time prior to delivery by given written notice to the Supplier in which event Lamex's only liability is to pay to the Supplier a fair and reasonable compensation for work in progress at the time of cancellation.

**3.6.** The general terms and conditions will prevail in any case of conflict.

#### **4. Provision of Goods.**

**4.1.** The Supplier will supply the Goods: a) in the quantities and at the quality specified in the Contract or the Purchase Order, b) in accordance with the specifications and c) in accordance with the description of the Goods specified in the Contract or the Purchase Order. This is a condition of the Contract or the Purchase Order which allows Lamex to terminate for material breach if the Supplier does not meet.

**4.2.** The Purchaser shall have the right to change quantities, specifications, packaging, delivery dates, place of delivery, method of delivery, and other descriptions relating to the products and services. If such changes cause an increase or decrease in the cost or time required for Supplier's performance, Supplier and Purchaser will negotiate an equitable adjustment and this Contract shall be modified in writing accordingly. Supplier agrees to accept any changes made pursuant to this paragraph.

**4.3.** The Order constitutes an offer by the Purchaser to purchase the Goods subject to these conditions.

**4.4.** The Supplier shall be deemed to have accepted this Contract upon:

(a) Supplier's returning to Purchaser acknowledgement of this Contract,

(b) Supplier's shipment of the products subject to this Contract,

(c) 48 hours having passed from the time Supplier receives the Contract without Supplier providing any response or rejection of the Contract, whichever occurs first. Any acceptance of this Contract is limited to acceptance of the express terms of the terms set forth herein and on the face of the Purchase Contract, unless a modification thereof is specifically consented to in writing signed by the Purchaser.

**4.5.** The Supplier shall accept the Order placed by the Purchaser and a binding contract for the supply of the Goods subject to these conditions shall exist. By whichever is earlier of:

- the Supplier's acceptance of the Order in writing or orally subject to these conditions,

- the delivery of Goods.

**4.6.** No variation of the contract shall be binding unless agreed in writing between the parties.

#### **5. Contract.**

The Contract consists of these Terms and Conditions of Purchase and the Purchase Contract sent by Purchaser to Supplier, as identified on the face of the Purchase Contract, for the sale of Goods described in the Purchase Contract. Purchaser objects to modifications, conditions and additions to any of the terms of the Contract, irrespective of the wording of Supplier's acceptance, invoice, shipping receipt, packing slip, other written material offer or proposal or by any other means. Regardless of its construction as an offer, acceptance, confirmation or use to place orders for products or services pursuant to an earlier contract, this Contract incorporates by reference all terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Dutch Civil Law providing any protection for the Purchaser, including, without limitation, all express and implied warranty protection and all Purchaser's remedies under the CISG and the

Dutch Civil Law. Variances in the items of the description, quantity, price or delivery schedule of the products shall constitute a rejection of this offer. Variances in other items shall constitute an acceptance of all terms of this Contract and a request for variances thereof which shall not become part of the contract of the parties unless specifically consented to in writing signed by the Purchaser.

## **6. Price.**

**6.1.** Price and delivery terms are as stated on the face of the Purchase Contract. Unless expressly otherwise provided on the face of the Purchase Contract, the price includes:

- (i) all costs to comply with the terms and conditions of the Contract, including timely delivery,
- (ii) any and all taxes, including sales, use, excise, value added, or other taxes, and
- (iii) fees, duties, or other governmental impositions on the sale of the products or services covered by the Contract. If Purchaser is required to pay any taxes or other impositions, Supplier will promptly reimburse Purchaser.

**6.2.** Future price changes and market developments are reported in writing by Supplier to Purchaser. Price changes shall only become effective after having been accepted by Purchaser in writing.

## **7. Representations and Warranties.**

### **7.1. General warranties.**

The Supplier warrants that all Goods shall be merchantable in the trade as products strictly of the kind and quality described on the face hereof, shall be of good quality and free from defects, and shall conform to the specifications established on the face of the Purchase Contract. Supplier warrants that it has free and clear title to the products, and that the products are free from any liens or encumbrances. If Supplier knows or has reason to know the particular purpose for which Purchaser intends to use the products, Supplier warrants that such products will be fit for such particular purpose. Supplier warrants that its performance under this Contract, and the Goods provided hereunder, shall comply in all respects with all applicable laws, regulations, and notices, inclusive of all applicable import and export laws and requirements, provided by the Netherlands and the current laws and regulations of the country that the product is being imported to, or is ultimately destined to, including the country identified as the Health Certificate Destination in the Purchase Contract (collectively, "Laws").

### **7.2. Product warranties.**

The Supplier represents, guarantees, and warrants that its products shall, at Supplier's cost, comply in all respects with all Laws. Without limiting the foregoing, Supplier expressly represents, guarantees, and warrants that:

- The Product is food grade and fit for human consumption in accordance with all applicable Laws of the Netherlands and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract,
- Supplier complies with all applicable food safety laws and good manufacturing requirements and maintains all required licenses, registrations, and approvals for the products identified in the Purchase Contract to be imported into the country identified as the Health Certificate Destination in the Purchase Contract,

- The product is not adulterated or misbranded within the meaning of the state and local Laws, and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract,
- The product conforms to any statements made on the containers or labels or advertising material or pamphlets for such products, and that the product will be adequately contained, packaged, marked and labelled, in sanitary, food-safe containers,
- Supplier and its Products comply with all applicable Laws that govern the production, labelling, manufacturing, or testing specifications for the product or warnings with respect to the product contents or in relation to product safety, environmental protection, human health, labor, industry, and sale of the product state and local Laws, and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract,
- The Product is processed, packed, stored, and transported under clean and sanitary conditions, in compliance with all state and local regulations, and the Laws of the country identified as the Health Certificate Destination in the Purchase Contract. Supplier carries the requisite certifications/registrations for its food facilities as applicable, and their equivalent governing bodies in the country identified as the Health Certificate Destination in the Purchase Contract,
- Supplier will comply with all inspection requests, and adhere to all safety requirements, of Purchaser and any governmental entity which has jurisdiction over the products and services,
- Any and all pesticide applications and pesticide residues comply the Laws of the country identified as the Health Certificate Destination in the Purchase Contract, and that Supplier will conduct all necessary testing for such approvals,
- If the Product is frozen meat or poultry, that the product is the fresh frozen product of animals slaughtered not more than 90 days prior to delivery hereunder and shall be guaranteed to pass sanitary inspection of the Meat Inspection Division and the country identified as the Health Certificate Destination in the Purchase Contract,
- If the Product is a perishable agricultural commodity, that the product sold is produced from the most recent crop cycle, and shipped within 2 months of the processing/fill date, unless expressly agreed to in writing by Purchaser,
- All products furnished hereunder will conform, in all respects, to samples provided by Supplier to Purchaser, and
- Supplier warrants that the procedures by which Supplier was approved as a vendor by Purchaser will be followed unless otherwise agreed to in writing by Purchaser.

**7.3. Service warranties.**

- All services provided by Supplier under this Contract will be satisfactorily performed by Supplier to Purchaser's specifications, drawings, samples, and any other description furnished or adopted by Purchaser. In the absence of exact specifications, all materials furnished will be of the highest grade and best quality, and the work will be performed in a professional and first-class manner best suited for its use and intended purpose. Supplier will re-execute, at its own cost and expense, any defective or unsatisfactory work that appears during progress of the work and will remedy and replace, at Supplier's own cost and expense, any defective or unsatisfactory work that appears during progress of the work

and will remedy and replace, at Supplier's own cost and expense, any defects due to faulty materials or workmanship. The work will be at Supplier's risk until it is accepted by Purchaser.

- The Supplier warrants to promptly notify Lamex of any changes in the production process or conditions, including any change in their certification status.

- The Supplier warrants to promptly inform Lamex of any incidents or emergency situation which may affect Lamex's products.

#### **7.4. Continuing obligation.**

The warranties set forth in this paragraph are conditions to this Contract and are in addition to all other warranties, express or implied. Delivery, inspection, acceptance or use of the products furnished hereunder shall not affect Supplier's obligations under this warranty, and this warranty shall survive inspection, test, acceptance, payment, and use. All warranties will run to Purchaser, its successors, assigns, customers, users of the products, and any third party injured in person or property by reason of any breach of such warranties. Supplier expressly permits Purchaser's assignment of this warranty to such persons. Notwithstanding any language in Supplier's forms, this warranty shall control insofar as the same may conflict with any warranty or limitation on warranty set forth in Supplier's forms.

#### **7.5. Rejection of any Limitation or Disclaimer.**

The Purchaser objects to and expressly rejects any disclaimer of warranty, fitness for a particular purpose, merchantability, freedom from defects, or other disclaimer of the terms and conditions of this Contract in Supplier's acceptance.

### **8. Specifications.**

**8.1.** The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

**8.2.** Any Specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

**8.3.** The Goods shall be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

**8.4.** The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Purchaser to inspect or test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Purchaser with any facilities reasonably required by the Purchaser for inspection or testing.

**8.5.** If as a result of inspection or testing the Purchaser is not satisfied that the goods will comply in all respects with the Contract, and the Purchaser so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

**8.6.** The Supplier shall comply with all applicable regulations or other legal requirements concerning the

manufacture, packaging, packing and delivery of the Goods.

## **9. Payment.**

**9.1.** The Supplier shall be entitled to invoice the Purchaser on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.

**9.2.** Unless otherwise stated in the Order, the Purchaser shall pay the Price of the Goods within 30 days after the end of the month of receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Goods in question by the Purchaser, but time for payment shall not be of the essence of the contract.

**9.3.** Any claims for money due or to become due from Purchaser shall be subject to deduction or set off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Supplier.

## **10. Indemnity.**

The Supplier agrees to indemnify, defend, and hold harmless Purchaser and its agents, servants, employees, officers, directors, customers, and any other third party to whom the Purchaser may owe a similar obligation by contract, lease agreement or operation of law (herein referred to as "Purchaser's Indemnitee") from and against any and all allegations, claims, demands, or other liabilities, loss, damage, fine, penalty, cost or expense (including attorney's fees) arising out of, concerning, or resulting from any non-conforming product or service provided under this Contract and any act, fault, or omission of Supplier, its agents, employees, or subcontractors in the performance of this Contract, including but not limited to:

- a. An actual or alleged negligent act or omission, or willful misconduct of Supplier, or its employees, affiliates, agents, representatives, or any person performing services under the Contract;
- b. An actual or alleged breach of any warranty or any other obligation in this Contract or actual or alleged conduct, action, or fact which would constitute a breach of any warranty or other obligation in this Contract;
- c. Actual or alleged property damage, bodily injury, or death caused by any act or omission of Supplier, its agents, or employees; and
- d. Actual or alleged infringement or misappropriation of any Dutch or foreign patents, or any trademark or copyright.

## **11. Insurance.**

The Supplier agrees to maintain such insurance as will protect Supplier, Purchaser and Purchaser's Indemnitee from any and all claims for personal injury (including death) and property damage, which may be made by or on behalf of customers of the Purchaser or the general public and which are based on the subject matter of the Contract. Not in limitation of the foregoing, Supplier agrees to maintain product liability insurance coverage with the following terms: (1) a minimum of 1,000,000 Euro combined single limit, bodily injury/property damage coverage; (2) the policy must name as additional insured "[Purchaser] and its officers, directors, agents and employees", and (3) the policy must provide for thirty days' prior written notice to Purchaser of cancellation. Upon Purchaser's request, Supplier shall promptly provide Purchaser with evidence satisfactory to Purchaser of all such insurance coverage.



## **12. Inspection and Rejection of Non-Conforming Products.**

The Supplier acknowledges that Purchaser may act as a broker of the products and may resell the products to a Purchaser who will inspect such products for defects and nonconformity, accordingly, Supplier agrees that Purchaser may exercise its right of rejection for defects or nonconformity at the request of, and for the benefit of, Purchaser's Purchaser. Supplier will not substitute nonconforming products or back order such products without Purchaser's prior approval. The receipt of products or services, the inspection or non-inspection of or payment for the products or services will not constitute acceptance of the products and will not impair Purchaser's right to reject non-conforming products. Certification of the products by the Dutch Ministry of Agriculture, Nature and Food Quality, the Netherlands Food and Consumer Product Safety Authority, or any other similar foreign, federal, state or local government authority or agency shall not constitute proof that such products are sound or otherwise acceptable. Purchaser shall have the right to inspect the products before or after payment (without regard to the manner of shipment or any shipping or price terms contained herein) and to reject any or all products which are in Purchaser's judgment and sole discretion defective or nonconforming. Products ordered are subject to inspection at time of delivery to final customer. If any products are defective or otherwise not in conformity with the requirements of this order, in Purchaser's sole discretion, Purchaser may reject the products in their entirety or require price adjustments to compensate for expenses incurred to meet the required specifications. Purchaser may reject all or part of any shipment which contains nonconforming products. Supplier will be subject to a 250.00 Euro rejection fee for administrative costs if products are rejected. In the case of full rejection, the products shall be removed immediately. Supplier shall pay or reimburse Purchaser within 30 days of rejection notification for expenses and damages incurred from products not in conformity with this order. Products rejected and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense and, in addition to Purchaser's other rights, Purchaser may charge Supplier all expenses of unpacking, examining, repacking and reshipping such products.

## **13. Termination.**

**13.1.** The Purchaser shall have the right to terminate this Contract in whole or in part by giving Supplier notice, in writing, at any time prior to Supplier's shipment of the products. Upon receipt of such notice, Supplier agrees to stop all work hereunder except as Purchaser may otherwise direct. Such termination shall not constitute a breach of contract.

**13.2.** The Purchaser shall be entitled to terminate the Contract without liability to the Supplier by given notice to the Supplier at any time if:

- a) The Supplier makes any voluntary arrangements with the creditors within the meaning of the Dutch Bankruptcy Act or such any other equivalent under the Laws of the Supplier's country or becomes subject to an administration order or goes into liquidation,
- b) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Supplier,
- c) the Supplier ceases or threatens to cease to carry on business and
- d) The Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

#### **14. Remedies for Breach of Warranty.**

At Purchaser's option, Supplier shall at Supplier's expense replace or refund the full purchase price for any products for which a breach of warranty exists. Supplier shall also be liable for all expenses and damages, including shipping, receiving and storage costs of Purchaser, damages to Purchaser's customers and third-parties, and all other incidental and consequential damages of Purchaser for any breach of warranty.

#### **15. Risk of Loss.**

Except as otherwise set forth in the delivery terms on the face of the Purchase Contract, Supplier shall retain the risk of loss and/or damage to the products until the products are physically delivered to Purchaser.

#### **16. Time.**

**16.1.** The Supplier acknowledges that the products purchased hereunder are purchased for resale and that Purchaser has promised deliveries to its customers based on the delivery date(s) specified herein. Time is, therefore, of the essence on this purchase order. If deliveries are not made by the date(s) specified on the face hereof, Purchaser reserves the right without liability and in addition to its other rights and remedies hereunder to terminate the Contract by notice as to products not yet received and to purchase substitute items elsewhere and Supplier agrees to indemnify Purchaser for any loss incurred.

**16.2.** If the Goods are to be delivered by installments, the Contract will be treated as a single contract and not severable.

**16.3.** The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time to inspect them following delivery.

**16.4.** The Supplier shall supply the Purchaser in good time with any instructions or other information to enable the Purchaser to accept delivery of the Goods.

**16.5.** The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Purchaser.

**16.6.** If the Goods are not delivered on the due date then, without prejudice to any other remedy, the Purchaser shall be entitled to deduct from the Price or (if the Purchaser has agreed to pay any part of the price in advance of delivery) to claim from the Supplier by way of liquidated damages for delay 3% per cent of the Price for every week's delay, up to a maximum of 25% per cent of the price.

**16.7.** The Purchaser shall not be deemed to have accepted the Goods until it has had 21 days to inspect them following delivery or collection as the case may be. The Purchaser shall also have the right to reject the Goods as though they had not been accepted for 7 days after any latent defect in the Goods has become apparent.

#### **17. Confidential Information**

In the event the Purchaser discloses to Supplier any confidential information, including that which may be disclosed verbally, in writing, or through observation of Purchaser's facilities, Supplier will not use such

information for its own benefit or disclose Purchaser's confidential information to any third parties, except to the extent required by law and then only upon prior written notice to Purchaser. No information received by Purchaser in connection with negotiating and filling this Purchase Contract will be deemed to constitute a trade secret, or to have been given in confidence to Purchaser.

#### **18. Default.**

If Supplier(s) generally does not pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against Supplier seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, or fails to comply with any of the terms and conditions hereof or with the terms and conditions of any other contract with Purchaser, then, the same shall amount to a breach hereof and a default hereunder. In the event of such breach or default, Purchaser shall be entitled to cancel any unfilled part of this Contract without any liability whatsoever and shall have such other rights and remedies afforded to Purchaser for breach of contract under the United Nations Convention on Contracts for the International Sale of Goods and the Dutch Civil Code, including but not limited to the remedies of incidental and consequential damages. Supplier shall also be liable to Purchaser for Purchaser's attorney's fees and costs.

#### **19. Vendor Authorization.**

The Supplier acknowledges that it has been approved by Purchaser as an authorized vendor pursuant to a vendor approval process. To the extent Supplier intends to make any changes to its operations that differ from the operations upon which Supplier was approved as an authorized vendor, Supplier will promptly inform Purchaser of such change and obtain written approval from Purchaser prior to making such change.

#### **20. Audit/Inspection.**

The Purchaser and its third-party designee shall have the right to audit and inspect the records and facilities of Supplier and Supplier's agents, representatives and subcontractors used in performance of the Contract or relating to the products or services to the extent reasonably necessary to determine Supplier's compliance with the Contract and all applicable laws and regulations that govern the products and services sold under the Contract. Supplier will provide Purchaser or its third-party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel, and work space. Purchaser's audit/inspection, or failure to conduct any audit or inspection, will not release Supplier from any of Supplier's obligations, representations, or warranties.

#### **21. Breach.**

Any products not in accordance with any of the warranties set forth in this Contract may, at Purchaser's election and sole discretion, be treated as a partial or total breach of contract, and Purchaser may avail

itself of any and all remedies available to it including, but not limited to:

- (a) cancellation of the Contract, in whole or in part,
- (b) rejection and return to Supplier, at Supplier's expense, all or any portion of the products previously shipped, whether defective or not and whether previously accepted or not,
- (c) replacement from other sources of the products, and
- (d) retention of products and repair thereof at Supplier's expense.

In any such event, Supplier will be liable to Purchaser for the full amount of such damages as flow from its breach of contract and Supplier will not be entitled, in diminution of the same, to show that such procedures as Purchaser chose to follow upon such breach resulted in greater damages than might have ensued had Purchaser selected other available alternatives. One or more waivers (whether by non-enforcement, non-association, or otherwise) of the breach of any condition, term or provision of this Contract will not be construed as a waiver of a further, additional, or continuing breach of the same or any other condition, term, or provision of this Contract.

## **22. Data Protection**

**22.1.** In respect of the processing of personal data by the Supplier or the Supplier's personnel under or in connection with the contract, the Supplier shall, and shall procure that the Supplier's personnel shall:

- a) only process the personal data to the extent required to provide the services in accordance with the terms of the contract or otherwise in accordance with documented instructions of Lamex from time to time;
- b) not otherwise modify, amend or alter the contents of the personal data or disclose or permit the disclosure of any of the personal data to any third party, unless specifically authorised to do so in writing by a Director of Lamex;
- c) implement appropriate technical and organisational measures to:
  - protect personal data against unauthorised or unlawful processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure;
  - comply with Data Protection Legislation;
  - ensure the protection of the rights of the data subject;
- d) ensure that all Supplier's personnel engaged in the provision of the Services have entered into confidentiality agreements with the Supplier and shall further ensure that such personnel are made aware of and observe the Processor's obligations under the contract with regard to the security and protection of personal data;
- e) process the personal data in accordance with the Data Protection Legislation and not do or permit anything to be done which causes Lamex in any way to be in breach of the Data Protection Legislation;
- f) provide written evidence of the Supplier's compliance with Data Protection Legislation as may be requested by Lamex from time to time;
- g) co-operate and assist, as requested by Lamex, and put appropriate technical and organisational measures in place to enable Lamex to comply with any exercise of rights by a data subject under Data Protection Legislation;
- h) not process the personal data anywhere outside the EEA without the prior written consent of Lamex;

i) at the request of Lamex or any competent regulatory or supervisory authority, submit for audit the processing activities and related facilities carried out pursuant to the contract, which shall be carried out by Lamex, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority;

**22.2.** The Supplier shall notify Lamex as soon as reasonably practicable and in any event within 24 hours of:

- any legally binding request for disclosure of personal data by a law enforcement or other competent authority, unless prohibited by law from doing so;
- any request received directly from a data subject without responding to that request, unless required by law or it has been otherwise authorised by Lamex to do so;
- receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office (ICO), any other relevant data protection regulator or any other regulator or person, relating to the personal data; and
- becoming aware of a breach of the provisions of this condition.

**22.3.** Without prejudice to any other provision of the contract, Lamex may, on reasonable notice request a detailed written description of:

- the technical and organisational method employed by the Supplier and any sub-Processors (if any) for the processing of personal data;
- the processing activities carried out by the Supplier on behalf of Lamex containing at least the amount of details required by article 30(2) of the GDPR.

Within 10 days of receipt by the Supplier of Lamex's written request, the Supplier shall deliver a written report to Lamex in sufficient details that Lamex can reasonably determine whether or not any applicable personal data is being or has been processed in compliance with the Data Protection Legislation.

**22.4.** Without prejudice to the other provisions of this condition, if the Supplier or any member of the Supplier's personnel becomes aware of any Data Protection incident, the Supplier shall promptly (but in any event within 24 hours of discovery) notify Lamex. The Supplier shall, at no additional cost to Lamex, provide Lamex with all resources, assistance and co-operation as are required by Lamex for Lamex to notify the ICO and any other relevant data protection regulator of such Data Protection incident and for Lamex to provide such reports or information as may be requested by them in relation to such Data Protection incident and for Lamex to notify the relevant data subjects of such Data Protection incident, as applicable.

**22.5.** The Supplier shall, at no additional cost to Lamex, provide Lamex with all resources and assistance as required by Lamex for Lamex to discharge its duties pursuant to articles 35 and 36 of the GDPR, including but not limited to, promptly at the request of Lamex providing information in respect of any data protection impact assessment with Lamex conducts.

**22.6.** Where the Supplier sub-contracts any of its obligations under this condition, with the consent of Lamex, it shall do so only by way of written agreement with the sub-Processor, which imposes the same obligations on the sub-Processor as are imposed on the Supplier under this condition. The Supplier shall inform Lamex of any sub-Processors in advance. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-Processors as if they were its own acts and omissions.

**22.7.** On expiry or termination of the Contract, the Supplier shall immediately cease processing the personal data and arrange for the prompt and safe return or the destruction of all the personal data with all copies in its possession or control and certify that such destruction or return has taken place.

### **23. Anti-bribery and Corruption**

The Supplier shall:

- a) comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption, including the Dutch Criminal Code;
- b) have and maintain in place its own policies and procedures to ensure compliance with all applicable laws, statutes and regulations relating to anti-bribery and corruption;
- c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no bribery or corrupt business practices in its supply chains;
- d) represent, warrant and undertake that neither the Supplier nor any of its officers, employees, subsidiaries, affiliates or other persons associated with it:
  - has been convicted of any offense relating to bribery or corrupt business practices;
  - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery or corrupt business practices;
- e) notify Lamex as soon as it becomes aware of any actual or suspected bribe or corrupt business practice within its operations or its supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and
- f) promptly report to Lamex any request or demand for any undue financial or other advantage of any kind received by the Supplier or if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier.

### **24. Antislavery**

The Supplier shall:

- a) Comply with all applicable laws, statutes and regulations relating to slavery, involuntary servitude, debt bondage, forced labour or human trafficking (Modern Slavery) including the Child Labour Due Dilligence Law and take reasonable steps to ensure that there are no Modern Slavery issues in the Supplier's supply chains or in any part of their business;
- b) have and maintain in place its own policies and procedures to ensure compliance with all Modern Slavery laws, statutes and regulations;
- c) implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there are no Modern Slavery issues in its supply chains;
- d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of the Child Labour Due Dilligence Law and that neither the Supplier nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:
  - has been convicted of any offence relating to Modern Slavery; and

- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery;

e) notify Lamex as soon as it becomes aware of any actual or suspected Modern Slavery in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

f) maintain a complete and accurate set of records to trace the supply chain of all goods and services provided to Lamex.

## **25. Tax Evasion**

Lamex and its subsidiaries, conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of staff, partner organisations, other suppliers, customers, third parties and the tax authorities.

Lamex and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

The Supplier shall:

a) Comply with all applicable laws, statutes and regulations relating to tax evasion, including the General States Taxes Act and the Tax Collection Act and take reasonable steps to ensure that there are no Criminal Finances issues in the Supplier's supply chains or in any part of their business;

b) have and maintain in place its own policies and procedures to ensure compliance with all Tax Evasion laws, statutes and regulations;

c) implement due diligence procedures for its own Suppliers and Customers, subcontractors and other participants to ensure that there are no Tax Evasion issues in its supply chains:

d) represent, warrant and undertake that it conducts its business in a manner that is consistent with the principles of the General States Taxes Act and the Tax Collection Act and that neither the Supplier nor the any of its officers, employees, subsidiaries, affiliates or other persons associated with it:

- has been convicted of any offence relating to Tax Evasion; and

- has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with Tax Evasion;

e) notify Lamex as soon as it becomes aware of any actual or suspected Tax Evasion in the supply chain, including any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body; and

f) keep books and records of all financial transactions and expenditures in connection with their Contracts.

## **26. General**

**26.1.** This Agreement is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations thereunder, as set out in 3:83 paragraph 2 of the Dutch Civil Code, unless the Supplier ensures that: a) the sub-contractor are

operating to the appropriate standards and at the same terms that the Supplier has agreed to by entering into this agreement, b) appropriate mechanisms are in place for the sub-contractor's business to maintain product safety, integrity, security, integrity and legality, c) the sub-contractor complies with all the relevant legislations, d) the sub-contractor maintains products traceability and e) the sub-contractor warrants the Good's safety, legality, quality and security at all times. In the above mentioned case, Lamex should give its prior written consent. In the event of a default situation, or in case of a breach of this Agreement, the Supplier agrees to indemnify, together with the sub-contractor, Lamex and its agents, servants, employees, officers, directors, customers, and any third party to whom Lamex may owe a similar obligation by contract, agreement or operation of law from and against any and all allegations, claims, demands, and other liabilities, loss, damage, fine, penalty, cost or expense.

**26.2.** In the event that Lamex consents to any such assignment, transfer or subcontracting, the Supplier shall remain responsible to Lamex for the due and proper performance of the Agreement by such assignee, transferee or sub-contractor. Lamex will only consider consenting if such assignee, transferee or sub-contractor has signed an equivalent contract to this one incorporating these terms.

**26.3.** Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its principal place of business as described at the head of this Agreement.

**26.4.** The parties shall, in the event of a dispute which remains unresolved within fourteen days of arising, attempt to settle such dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

**26.5.** The parties to this Agreement contract as independent contractors and nothing in this Agreement shall be construed as a relationship of employment, agency, partnership or joint venture. The Supplier, for the avoidance of doubt, is solely liable for and in relation to any agreements it may enter into with third parties in connection with its provision of the Services.

**26.6.** Each party agrees to treat as secret and confidential all and any information disclosed by the other party which is: (a) identified by the disclosing party as confidential or (b) by its nature evidently intended by the disclosing party to be treated as confidential. A party will not be in breach of this clause, however, in relation to information already in its possession or within the public domain (other than as a result of a breach of this clause), or where disclosure is required by law.

**26.7.** This Agreement sets out the entire understanding between the parties and there are no representations, promises, terms or conditions or obligations, oral or written, expressed or implied, relating to its subject matter other than those contained or referred to herein. No terms or conditions endorsed on, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of a Purchase Order, invoice, and specification of similar document will be valid or binding upon Lamex in relation to the subject matter of this Agreement.

**26.8.** Each Party agrees that in performing their obligations under the Contract or the Purchase Order, it shall comply with the provisions of the new EU General Data Protection Regulation 2016/679 of 27.04.2017 which has been applied as of 25.05.2018.

**26.9.** The rights and remedies provided to Lamex herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity.



**26.10.** No waiver of any provision of or default under this Agreement shall affect the Lamex's rights thereafter to exercise any right or remedy in the event of any other default whether or not similar. No waiver shall in any event be effective unless in writing and signed by Lamex.

**26.11.** The construction, validity and performance of the Contract shall be governed in all respects by the laws of the Netherlands.

**26.12.** The Rotterdam District Court shall have the exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to the jurisdiction of the Rotterdam District Court.

**26.13.** The Company reserves the right to amend these Terms from time to time by posting updated versions on its website [www.lamexfoods.eu](http://www.lamexfoods.eu).

Dated 1<sup>st</sup> May 2019