

CORBION GENERAL PURCHASING TERMS – CAPEX Equipment

1. General

- 1.1 In these Terms the following expressions will have the following meanings:
- a) **“Agreement”** means any (written) agreement between Buyer and Supplier concerning the purchase and delivery of the Goods in accordance with the Purchase Order (as defined below) and these Terms.
 - b) **“Buyer”** means Corbion entity identified in Purchase Order and/or any of its subsidiaries, affiliates or group companies.
 - c) **“Deliverables”** means all documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relations to the Goods defined below) in any form.
 - d) **“Goods”** means any materials or equipment of whatever nature (including but not limited to software or hardware) which Supplier supplies to Buyer (including any of them or any part of them), related Deliverables or any service Buyer receives from Supplier under an Agreement.
 - e) **“Parties”** means Supplier and Buyer (and individually a **“Party”**).
 - f) **“Purchase Order”** means a written order issued by the Buyer for the purchase of Goods from Supplier.
 - g) **“Supplier”** means the person(s), firm or company from whom Buyer orders the Goods
 - h) **“Specifications”** means the technical specifications and formulae for the Goods.
 - i) **“Terms”** means the general purchasing terms set out in this document together with any special conditions agreed in writing between Supplier and Buyer.
- 1.2 Unless otherwise agreed in writing, these Terms are part of and applicable to all written orders, agreements, offers and requests (e.g., Purchase Order) made by Buyer for the delivery of Goods by Supplier.
- 1.3 References to any number of days shall mean calendar days.

2. Offers and Agreements

- 2.1 Each quotation for the Goods from Supplier will be deemed to be an offer by Supplier to sell the Goods according to these Terms. Buyer is not required to compensate Supplier for any cost or expenses made with respect to an offer.
- 2.2 By commencing performance pursuant to the Purchase Order, submitting the Purchase Order, and/or accepting any performance by Buyer pursuant to the Purchase Order, Supplier is deemed to have agreed to these Terms and it shall constitute an Agreement. No other terms or conditions shall be binding on Buyer unless agreed to in writing and signed by an authorized person. Any terms contained in Supplier’s quotations, acknowledgments, invoices, or any other documents that are different from or in addition to these Terms, hereby explicitly rejected and will not be binding on Buyer. In the event of a conflict between these Terms and any other document regarding the subject matter thereof, these Terms shall prevail.

3. Prices & Payment

- 3.1 The price for the Goods will be the price stated in the Agreement and, unless stated otherwise in the Agreement, shall be (i) in Euros (ii) fixed for the duration of the Agreement and (iii) inclusive of all charges (including but not limited to packaging, shipping, loading, carriage, insurance and delivery of the Goods) and any duties, levies or sales, use or other taxes. No variation in the prices for the Goods or extra charges can be made without the prior written consent of Buyer.
- 3.2 Unless otherwise agreed in writing, payment shall be due upon approval of delivery of the Goods, against invoice, including applicable taxes, and within the number of days agreed in the Agreement after receipt of the invoice.

- 3.3 Either Party shall be entitled to set-off any amount owing at any time from the other Party against any amount payable relating to the purchase of Goods by Buyer.
- 3.4 Buyer is entitled to suspend its payment obligations in case of non-conformity of the Goods.
- 3.5 The invoice must comply with the Purchase Order. Failure to do so may cause the invoice not to be accepted and returned to Supplier.
- 3.6 Payment shall never imply a waiver by Buyer of any rights it might have by agreement or by law.

4. Quality control, packaging and transport

- 4.1 Buyer is entitled to audit, inspect and test the Goods at any time. Supplier will provide Buyer with all facilities and documentation reasonably required in order to do this at Buyer's expense. Notwithstanding such inspection, Supplier shall always remain fully and solely responsible for quality control with respect to the preparation, production, packaging, storage and handling of the Goods.
- 4.2 Supplier shall ensure full traceability of the Goods and all materials and it shall at all times be able to present to Buyer documentary evidence in relation thereto.
- 4.3 The Goods shall be properly packed, protected and transported, ensuring the Goods to arrive in good condition and safe unloading, in agreed upon units, numbers and volume.
- 4.4 Supplier is responsible for ensuring that packing and transport is in accordance with national and international legal requirements.
- 4.5 No charge for packaging shall be permitted unless authorized by Buyer. Buyer is entitled to return packaging materials at the expense of Supplier.

5. Delivery and transfer of title

- 5.1 Unless otherwise stated in the Purchase Order, delivery shall take place Delivered Duty Paid (DDP) at the agreed place and time and in accordance with the latest version of the Incoterms as set by the International Chamber of Commerce.
- 5.2 Time is of the essence for the delivery of the Goods. Therefore, Supplier shall immediately notify Buyer in writing if it becomes aware or anticipates: (i) any foreseeable delay to a delivery or becomes unable to supply the Goods at the agreed time; (ii) the Goods do not comply with the Agreement or (iii) any matter which may result in a potential (safety) risk to users arising from the Goods.
- 5.3 Unless otherwise agreed in writing, ownership and risk of the Goods transfers to Buyer upon acceptance of the Goods.
- 5.4 The Goods shall be deemed accepted by Buyer upon successful completion of the following:
 - a) inspection upon arrival for any visible defect and completeness in conformity with the Purchase Order and Specifications; and
 - b) inspection after installation of the Goods at Buyer's site through a site acceptance test.If the Goods do not pass any inspection above due to reasons attributable to Supplier, Buyer may exercise the rights specified in clause 9.3.

6. Warranties

- 6.1 Supplier warrants that the Goods delivered to Buyer shall at the time of delivery:
 - a) be intact, undamaged and fully conform the Purchase Order and Buyer's Specifications;
 - b) be merchantable and be fit for purpose; and
 - c) not infringe any patent, utility model, design, copyright, trademark or other third party intellectual property right.
- 6.2 The Supplier furthermore warrants:
 - a) at the time of delivery, it has full legal and unencumbered title to the Goods, free and clear of any liens or encumbrances;

- b) it possesses all licenses and other required governmental or official approvals, permits or authorizations necessary for manufacturing, packing, storing and distributing the Goods in accordance with its obligations under any Agreement;
 - c) be compliant with all relevant and applicable rules, laws, statutes, ordinance, or any administrative order, including all applicable privacy laws when applicable;
 - d) the performance of the Agreement will be exercised in due care and diligence, technical accuracy, completeness and state of the art which is expected from a first-class supplier of such Goods;
 - e) where, in the performance of the Agreement, Supplier makes use of the services or work of other persons or legal entities (e.g. employees, personnel, sub-contractors or other persons or third parties under Supplier's direction or control), Supplier is responsible and liable for their performance of such services or work, in the same way as if Supplier would have performed such services or work itself;
 - f) if the Goods consist of various components, which are being designed, manufactured and/or delivered, partly or completely, by Supplier or by Supplier's sub-vendors or any subsequent sub-vendor, shall be treated as a single unit and Supplier accepts overall responsibility for all components and the coordination of such components as a single unit; and
 - g) to comply with Buyer's Supplier Code which can be found at Buyer's website.
- 6.3 The warranties and remedies provided for in this clause shall be in addition to those implied or available by law and shall continue in force notwithstanding the acceptance by Buyer of all or part of the Goods.
- 6.4 Neither payment, acceptance or any approval by Buyer, nor any provision of the Agreement, shall relieve Supplier of the warranties set forth in the Agreement.
- 6.5 The Supplier shall immediately notify the Buyer in writing providing all relevant details if it discovers that there is:
- a) any defects in the Goods which have been delivered to Buyer at any time, such defect also including any present or potential future non-compliance issue with law, third party intellectual property rights, regulatory requirements and alike; or
 - b) any error or omission in the instructions for the use of the Goods in operations and for purpose of maintenance, repair and capacity optimizations, which causes or may cause any risk of death, injury, or damage to property.
- 6.6 Supplier shall maintain all of its production and shipment records to facilitate a recall of the Goods. If the Goods recalled are found not to be in accordance with Supplier's warranties contained herein, the Supplier shall bear all costs and expenses incurred in effecting the recall of the Goods (including, without limitation, all transportation costs, customer claims, storage costs, testing and inspection costs, and reasonable legal fees and costs).
- 7. Intellectual property**
- 7.1 Ownership and risk of the Goods and related information, reports, (technical) specifications, datasheets and (P&ID) drawings pass to Buyer, without prejudice to Buyer's rights arising from clause 4, upon the acceptance of the Goods as specified in clause 5.4. For sake of clarity: ownership of Supplier's Confidential Information involving its equipment design as such and copyright of any drawings remains with Supplier.
- 7.2 Supplier hereby grants Buyer and Buyer hereby accepts a perpetual, unlimited, non-exclusive, royalty free, transferable, sub-licensable (sub-)license under any intellectual property rights, including and not limited to any related software required for operation of the Goods, owned by Supplier, Supplier's sub-contractors/ sub-vendors or any other persons or entities or third parties used by Supplier for the execution of the Agreement, that do not arise out of the execution of the Agreement, but solely in order to enable Buyer to exploit and fully use the Goods in operations and for purpose of maintenance,



repair and capacity optimizations. Supplier guarantees that it is and remains duly authorized by its sub-contractors/ sub-vendors and all other persons or entities and third parties used by Supplier for the execution of the Agreement and has and shall remain to have all the rights to grant such a license to Buyer.

7.3 All Specifications, designs, drawings, models, sketches and Confidential Information submitted to Supplier by Buyer shall remain the property of Buyer.

7.4 Supplier shall indemnify Buyer against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages arising from or incurred by reason of any infringement or alleged infringement of any industrial or intellectual property right of a third party related to the Goods.

8. Confidentiality

8.1 The Parties acknowledge that in the course of their performance of the Agreement each Party may come in the possession of confidential information of the other Party hereinafter referred to as "**Confidential Information**". This Confidential Information will remain the sole and exclusive property of the owner and may not be disclosed or used by the other Party except and up to the extent that this is strictly necessary for the performance of the Agreement including the use of the Goods by Buyer in operations and for purpose of maintenance, repair and capacity optimizations. No further use of the Confidential Information will be made after the termination of the Agreement and such Confidential Information is to be kept secret and not disclosed to any third party. Confidential Information does not include any information that: (i) was in the receiving Party's possession before the date the disclosing Party disclosed it (whether disclosed before or after the Effective Date), as demonstrated by written records; (ii) is or becomes public knowledge through no fault of the receiving Party; (iii) has been independently developed by the receiving Party without access to, use of or reference to the Confidential Information, as demonstrated by written records; or (iv) the receiving Party received from a third party who has no secrecy obligation to the disclosing Party.

8.2 Each Party will make available the other Party's Confidential Information only to its officers and employees on a need-to-know basis. All persons to whom the Confidential Information is made available will be made aware of the strictly confidential nature of the Confidential Information and restrictions imposed hereunder on the use thereof. Both Parties shall ensure that all officers and employees likely to receive the Confidential Information will be advised of their obligation to abide by the provisions of this clause. The Parties will be and remain liable for any breach of this clause by such officers and employees.

8.3 Upon termination of the Agreement, all Confidential Information shall be returned to the owner or destroyed at its direction and will confirm the same in writing. The obligations of confidentiality set out in these terms shall survive the termination of any Agreement.

9. Non-performance

9.1 In case Supplier in any way fails to fulfil its obligations arising from the Agreement, Supplier will be in default if (i) the breach has not been remedied within a period of fourteen (14) days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy.

9.2 In the event of default by Supplier, Buyer will be entitled to liquidated damages in the amount of 2% of the total value of Purchase Order for each full week of delay from the agreed delivery date with a maximum of 10% of the total value of Purchase Order. Buyer may deduct the liquidated damages from any amount due or that becomes due to Seller under the Agreement.

9.3 In the event of Supplier's breach of the Agreement or of any warranties, Buyer may take any or all of the following actions without prejudice to and in addition to any other rights

or remedies available to Buyer by law or these Terms:

- a) return the Goods to Supplier within reasonable time after discovery not later than one month after discovery, at Supplier's risk and expense; or
- b) request the Supplier to replace or repair the Goods within a period to be stipulated by Buyer.

9.4 If Supplier does not comply with any of the options mentioned above under clause 9.3, Buyer is entitled, at Buyer's discretion and without Buyer being liable for any compensation, to either terminate the Agreement in writing, or to buy substitution Goods from a third party at the Supplier's expense. If necessary, Supplier shall grant Buyer and such third party the necessary licenses under any intellectual property rights of Supplier for the sole purpose to enable said third party to supply and Buyer to purchase said substitution Goods. These rights do not affect any rights that Buyer may have under the Agreement and under applicable law such as the right to payment of damages.

10. Liability and insurance

10.1 Supplier shall indemnify, defend and hold harmless Buyer, its officers, directors, employees, agents, customers, successors and assigns from and against any and all claims, demands, causes of action, liabilities, damages, losses, fines, penalties, costs and expenses (including but not limited to court costs and reasonable attorney's fees), and judgments made or incurred by or found against any of them of any nature and from any cause whatsoever to the extent resulting from, arising out of, or in connection with:

- a) any actual or alleged, direct or indirect, infringement of any patent, utility model, trademark, tradename, copyright or other proprietary right relating to the Goods;
- b) any breach or default by Supplier of any provisions in this Agreement;
- c) any actual or alleged death of or injury to any person, damage to any property; any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from any actual or alleged defect in the Goods;
- d) any actual or alleged violation of any law, statute or ordinance or any administrative order, rule or regulation relating to the Goods or delivery of the Goods; or
- e) any negligent or intentional act or omission of Supplier or its employees, agents or representatives in connection with any performance of this Agreement for Buyer.

Supplier shall have no obligation to indemnify, defend and hold harmless Buyer to the extent of Buyer's gross negligent or intentional acts or omissions.

10.2 TO THE EXTENT PERMITTED ACCORDING TO APPLICABLE LAW, IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THE PURCHASE ORDER OR ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE GOODS SUPPLIER PROVIDES, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Without limiting the liability of Supplier under the Agreement, Supplier shall maintain comprehensive liability insurance policies covering liabilities relating to the Goods (including death, personal injury and property damage with respect to the Goods) in an amount of at least five million euro per any one occurrence and ten million euro in aggregate per year. The insurance coverage required herein shall be provided by an insurance company with a rating of at least "A" in Standard and Poor's Financial Strength Ratings (or a comparable rating by a comparable rating agency that issues such ratings on a regular basis). Supplier shall inform Buyer forthwith in case of any changes (in the scope) of such insurance (policy). Supplier shall provide Buyer at its request with a certificate of insurance evidencing such coverage.

11. Termination

- 11.1 Without prejudice to its other rights and remedies, Buyer may terminate the Agreement by giving Supplier written notice taking immediate effect:
- a) if Supplier breaches any warranties, obligations or other terms of these Terms or the Agreement and (i) the breach has not been remedied within a reasonable period agreed by the Parties from the date of a written notice requesting the remedy, if there is no agreeable period it should be within 30 days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy;
 - b) in case of Supplier's (request for) suspension of payment or bankruptcy, liquidation, closure of business, withdrawal of necessary permits, seizure of property or Goods related to or necessary to perform under the Agreement (or if an event that is similar to or has the same effect as any of the matters set out in this sub-clause should occur in any jurisdiction in which the Supplier is based or conducts any part of its business).
- 11.2 If services that are delivered in relation to the supply of Goods are terminated, either in whole or in part, Buyer will with respect to such services pay Supplier only for services satisfactorily performed in accordance with this Agreement and obligations incurred prior to the effective date of termination and for such additional amounts directly related to work performed by Supplier in terminating, providing said work was authorized in advance by Buyer, and subject to other provisions of this Agreement that may reduce or suspend payment. Such payment will be made to Supplier.
- 11.3 Upon termination of the Agreement for any reason:
- a) neither Party will be released from the payment of any sum outstanding and all indebtedness of one Party to the other Party will become due and payable and will be paid immediately;
 - b) any Confidential Information will be promptly returned or destroyed to the Party from whom the information was received unless otherwise agreed in writing, subject to clause 8.3.
- 11.4 Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1, 6, 7, 8, 9, 10, 11, 13, 14, or any clause expressed or designed to survive expiry or termination.
- 12. Force majeure**
- 12.1 A Party shall not be liable for delay, non-performance or part performance of the Agreement due to any circumstance beyond its reasonable control which shall, without limiting the generality of the term, be deemed to include war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, fire, flood, acts of God or legislative or administrative interference ("**Force Majeure**").
- 12.2 The Party claiming Force Majeure will inform the other Party immediately in the event of such Force Majeure and shall use best endeavors to mitigate the effect of a Force Majeure event in the best possible way.
- 12.3 In case the Party claiming Force Majeure is unable to perform any of its obligations under the Agreement as a result of a Force Majeure event for more than 30 (thirty) days, both Parties shall discuss to find alternative mutual solutions and Supplier agrees in case there is an allocation of supply, Corbion shall have a preferred supply right.
- 12.4 The following events do not constitute Force Majeure on part of Supplier: covid-19 pandemic and governmental measure related thereto, strike or non-performance by its suppliers or any of its subcontractors and the mere shortage of labor, materials, raw materials, ingredients, or public utilities.
- 13. Miscellaneous**
- 13.1 Supplier shall not assign or transfer any rights or obligations arising from the Agreement to a third party without prior written consent of Buyer. Reasonable conditions may be attached to this consent.
- 13.2 If any provision in the Agreement is declared invalid or is annulled based upon the



applicable law, the remainder of the Agreement remains valid and enforceable, and Parties will negotiate in good faith a substitute clause, which reflects most closely the original intent of the Parties.

- 13.3 The provisions of the Agreement may not be modified or amended, except by a written instrument duly executed by each Party. The Agreement shall constitute the entire agreement between the parties with respect to the purchase and sale of the Goods.
- 13.4 Any delay or waiver by Buyer in exercising its rights under the Agreement does not limit or restrict the future exercise or enforceability of those rights.
- 13.5 Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being an independent contractor.
- 13.6 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14. Governing law and jurisdiction

- 14.1 The formation, existence, performance, validity and all aspects whatsoever of all Agreements and these Terms shall be governed by and construed in accordance with the laws of Japan applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.
- 14.2 All disputes arising under or in connection with this Agreement will be subject to the jurisdiction of the competent court in Tokyo, Japan. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.