

Conditions of Purchase

as of May 2017

1. Scope of application

The present Conditions of Purchase ("Conditions") shall apply to all – including future – orders placed by Dr. Oetker France SAS, 30 rue La Fayette – 67100 STRASBOURG, RCS Strasbourg 433 929 502B; Anstett Sarl, ZI Le Chimpy – 67130 Schirmeck, RCS Strasbourg 410 083 984B; Condifa SAS, ZI le Chimpy – 67130 Schirmeck, RCS Saverne 382 560 621 ; La Couronne, ZI le Chimpy – 67130 Schirmeck, RCS Saverne 548 501 543 ("Buyer") to a supplier (seller, contractor or else, the "Supplier") in respect of supplies and services, even if the Conditions are not explicitly agreed in case of subsequent orders. Agreements and conditions of Supplier diverging from the Conditions shall require an explicit written agreement. General terms and conditions of Supplier and confirmations of diverging content given by Supplier are expressly rejected.

2. Confirmation of order, formation of contract

Orders of Buyer shall only be binding if made in writing. Buyer is entitled to withdraw an order, if Supplier has not given a written confirmation within 2 weeks (or the period stipulated in the order). To the extent these Conditions require notices of Buyer to be in writing, they may also be given via facsimile. As any e-mail sent over the internet can be changed electronically during the process of transmission or be sent under the name of a third person, Buyer assume no responsibility for the content of an e-mail or any of its attachments and, consequently, the content of an e-mail shall not constitute a legally binding offer or acceptance of an offer, unless otherwise agreed in writing. Any deviation of a confirmation from the order, or agreements prior, at or after the formation of the contract and deviations from these Conditions shall only be binding, if confirmed by Buyer in writing. Buyer shall only pay for quotations, plans and drafts, etc. if expressly agreed in writing.

3. Samples, patterns, supply of materials

Title to samples, patterns, material, etc. supplied by Buyer shall remain with Buyer and such items shall neither be passed on to third parties nor used for any other purpose without the prior written consent of Buyer. Such items shall be secured by Supplier against unauthorized use and access and shall, just as any information disclosed by Buyer, be treated in a strictly confidential manner.

4. Time of performance, liability for non-performance

All delivery dates agreed upon shall be binding and shall be strictly observed. Deliveries shall be received on time, if and when delivered at the place of performance stipulated in the order and services, supplies requiring assembly and other services, if and when accepted after inspection. Without prejudice to any claims of Buyer, any foreseeable delay in respect of the supply, rendering of services or subsequent performance shall be notified to Buyer as soon as possible. Supplier being entirely liable for late delivery, he will bear all direct and indirect damaging consequences thereof.

The default in delivery on execution of the service by Supplier, either total or partial, will authorize Buyer to retain the payment of the price until full delivery of the ordered products or complete performance of the service.

If the supply or rendering of services or the acceptance of a supply or rendering of services is affected by force majeure, Buyer may, after the expiration of an additional period of time fixed by Buyer, at its choice declare the contract avoided or extend the time of performance, without Supplier having a claim for damages or else.

5. Place of performance, dispatch, transfer of risks

In case of contracts to manufacture or supplies requiring assembly or other services, risk shall pass to Buyer at the time of acceptance and inspection, in case of other deliveries at the time of receipt at the place of performance stipulated in the order; unless otherwise agreed, all deliveries shall be agreed DDP named place of receipt and including packaging. If the price had been agreed EXW factory or warehouse of Supplier, Supplier shall ship at the lowest costs in each instance, unless and insofar as Buyer has not stipulated a specific mode of transport. Additional costs for express delivery required to comply with a delivery time stipulated in the contract shall be borne by Supplier.

In case of delivery of goods, at the same time as the goods are loaded in the case of delivery on the basis of DDP place of destination (or made available for collection for delivery in case of EXW factory or warehouse of Supplier), Supplier shall for each order (or, in the event that a order is called off in various shipments, for each shipment) provide Buyer with a dispatch note via facsimile by setting forth order number, number of call off, quantity and time of the delivery.

Each delivery of goods shall be accompanied with a delivery note, which shall contain the information required for the dispatch note (and also the remaining shelf life at the time of delivery).

Loading devices (e. g. pallets) made available for hand-over purposes upon delivery or collection of goods shall comply with the agreed or, alternatively, standard quality requirements of average kind and quality; otherwise, Buyer may, at its discretion, refuse to accept hand-over of such loading devices. The weight of goods delivered in silo(-trucks) may be checked by Buyer at an standardized or public weighing station. Any damages of the original packaging of goods supplied or of any seals of silo(-trucks) giving reason to doubt the intactness or unadulteration of the goods shall give Buyer the right to reject such goods.

The invoices (including a clearly marked duplicate thereof) shall contain the references of Buyer and the code of each of the delivered products as well as all the notices required by article L. 441-3 Code de Commerce. Invoices will not be paid until they meet with these requirements.

6. Invoices, Payment

Unless otherwise agreed, invoices shall be due for payment in accordance with the terms 2% cash discount within 14 days for total payment or net cash within 60 days of date of invoice. The period allowed for payment shall commence as of the date of full delivery or rendering of services having been executed in full.

Payments shall not be deemed an acknowledgment that the supply or performance of services was in full compliance with the contract and shall always be made subject to review of the invoice. Supplier and Buyer may offset amounts they owe to each other.

7. Intellectual property rights, copyrights

The parties clearly and expressly agree that all intervention of Supplier on demand of Buyer only aims to allow the latter a free and peaceable exploitation of his activity.

Therefore all creative activity of Supplier on the initiative of Buyer must benefit exclusively to the latter.

Thus Supplier shall refrain from registering in his name all element resulting from his activity in execution of Buyer's orders.

On the contrary, Supplier shall bring to Buyer's knowledge all technical or artistic creation he would be the author of. Buyer shall freely decide about registering them in his name. Supplier shall also systematically propose to Buyer the conclusion of contracts providing for the assignment of author's rights which will allow Buyer to benefit of all patrimonial rights (especially the rights of reproduction, of representation and of adaptation) for the entire world and the duration of author's rights.

Supplier acknowledges that the payment of his invoices for services and supply ordered by Buyer entails payment of the potential assignment of rights.

Supplier guarantees the respect of these stipulations by his employees and subcontractors.

8. Inspection on receipt, warranty

Without prejudice of the dispositions to take with the carrier (notice given by Buyer in respect of external defects or non compliance of the goods within 72 hours), Buyer shall be obliged to give notice in respect of external and readily identifiable defects, transport damage or non compliance within 10 business days as of the date of receipt and within 10 days as of the date of reception and within 2 years as of the date of detection in the case hidden defects. In the event the goods are redispached or redirected in transit, inspection shall be deemed to have been deferred until arrival of the goods at the new place of destination. Supplier shall bear the costs of return of the defective or non-compliant goods, replacement deliveries and repairs.

Supplier guarantees that the goods delivered shall comply with EU laws and regulations applicable to food products (and their ingredients) at the agreed place of delivery and that all goods or services comply with all other laws and regulations in force at the agreed place of delivery pertaining to the protection of life, health and safety, where applicable.

Supplier shall immediately replace, at his own costs, all the goods delivered to Buyer which do not comply with the quality criteria requested by Buyer, unless the latter prefers, after having discovered and notified the non-conformity, to require the cancellation of the sale against Supplier and/or the replacement by the supplier of his choice, at Supplier's costs.

The conformity of the delivered goods also rely to the ordered quantity. Reserves can be made and the stipulations here above can apply in case of non conformity of the quantity.

Moreover Supplier will be sole liable of all damaging consequences of a potential non-conformity or defect of the goods, supply and services, in terms of quality and quantity and shall fully indemnify Buyer of the entire damage he might suffer. If the defects on the goods or services are not covered by the guarantee, Supplier will exempt from his liability regarding damages for Buyer only if he can prove that his non-execution or the non-execution by his potential subcontractor is due to a case of force majeure or to a fortuitous event which made impossible the execution of his obligations pursuant to article 1218 Code Civil and the definition of French Courts. In case of a defect of the goods or services, Buyer will not have to notify Supplier to exercise his rights if Supplier immediately executed his own obligations when he was in breach of his obligations or if Buyer, in order to save his own obligations to his clients or for any other urgent reason, has interest in immediately enforcing his own rights. When, in order to remedy to his non-performance, Supplier integrally or substantially replaces the defective products, the guarantee period resume running for a new period of 2 years as of the date of remedy or replacement of the defective goods or performance of the service.

Supplier guarantees that the goods delivered or services rendered are free from any intellectual property rights of a third party, in particular that such rights do not conflict in any manner with the use provided for under the contract at the place of performance or a different destination agreed in the contract, and in case of services rendered by Supplier, that the author of copyrights has consented to the assignment and license of such rights to Buyer.

Supplier shall, in the course of performing its obligations vis-à-vis Buyer, only engage such third person to perform its obligations under the contract, who are holding the required official authorizations and, furthermore, Supplier shall indemnify and hold harmless Buyer from any obligations relating thereto.

9. Product liability, Insurance

The Supplier shall maintain business third party liability insurance, pecuniary liability insurance and extended product liability insurance with an adequate minimum insurance amount of EUR 5 Mio./for each single occurrence of event insured. Supplier shall ensure, that possible claims are covered by the insurance until these claims are time-barred. Supplier shall submit a copy of the insurance certificate upon request of the Buyer.

10. Confidentiality

Supplier shall treat the order and all work and supplies including all documentation and samples received strictly confidential. Disclosure of the fact of the existence of a business relationship shall require the prior written approval of Buyer.

11. Termination for cause

In the event of the insolvency of Supplier, the appointment of a preliminary receiver or the institution of insolvency proceedings in respect of the assets of Supplier, Buyer shall be entitled to terminate, in full or in part, the contract. In the event of termination, Buyer may, in return for reasonable remuneration, make use of existing installations of Supplier in the course of continuing any work and making use of deliveries and services effected by Supplier.

12. Choice of law, venue, language

The Conditions are in French and submitted to French law. If they are translated in one or many other languages, only the French text is deemed authentic.

The laws of France shall apply. In the event of any dispute with Supplier, venue shall be Paris Commercial Court, notwithstanding any clause to the contrary in the Generals Terms and Conditions of Supplier or in any of his commercial document (order confirmation, delivery note, invoice...).

13. Severability

If one or more provisions of these Conditions shall be determined to be invalid in whole or in part for any reason at present or in future, such invalidity shall not affect the remaining provisions of these Conditions.