

## General Purchasing Conditions Nutricia GmbH

### **1. General**

These purchasing conditions shall be the basis for all of our orders where nothing different was agreed on in writing for any individual case. They become part of the contract at delivery of the goods ordered without objection and apply for any future deliveries. Counter-confirmation of the supplier under indication of his purchasing conditions is hereby objected to.

### **2. Contractual Documents**

A contract with the supplier shall consist of the following elements:

- Order
- Specifications
- These general purchasing conditions

### **3. Delivery and Acceptance**

**3.1** Every delivery must have a delivery note included with indication of the Nutricia order number (Purchase Order), date of performance and precise designation.

**3.2** All invoices must include the Nutricia order number (Purchase Order), the precise designation and the delivery address. Invoices shall be sent to the following invoice address exclusively, as a single copy:

Nutricia GmbH  
Postfach 0026  
A-1122 WIEN

### **4. Assignment and Performance**

**4.1** Every assignment of rights from this contract by the supplier shall require our written consent.

**4.2** Full or partial rendering of the services owed by third parties shall require our written consent.

### **5. IP Protection Rights**

**5.1** The supplier shall be responsible for no intellectual property rights of any third parties being violated in connection with his delivery and for industrial property rights being respected by us at all times.

**5.2** If any third party raises a claim against us pursuant to no. 5.1, the supplier shall indemnify us against such claims and related expenses.

### **6. Confidentiality**

**6.1** All information (including works processes, quality and type of resources, plans, models and specifications) that we provide to the supplier shall remain our property and must be treated strictly confidentially. Such information must only be used for performing the order. This obligation shall be passed on to employees and preliminary suppliers.

**6.2** The supplier must not refer to our orders in publications and advertising measures and must not name us as a reference customer without our previous written consent.

### **7. Delivery Periods**

**7.1** The delivery dates agreed on shall be binding.

**7.2** In case of delivery default, we shall have the right to claim default damages at a lump sum of 1.0% of the value of the delivery for each completed week, but no more than 10% as a flat rate. The supplier shall have the right to prove that no or a lower damage was incurred. Further claims due to violation of duties shall be reserved.

**7.3** Acceptance of the delivery without objection shall not be deemed waiver of any damages claims against the supplier.

### **8. Price and Due Date**

**8.1** The prices shall be fixed for the agreed validity period. Where nothing else is agreed, the price shall include delivery free domicile to the delivery address, including packaging. International contracts shall be entered into on the basis of DDP (Incoterms ICC 2010).

**8.2** Payments shall be due 60 days after we received the invoice.

### **9. Warranty and Prescription**

**9.1** The supplier guarantees that his goods comply with the legal provisions applicable at the time of delivery and to the determined specifications.

**9.2** Apart from this, the statutory periods for liability for defects and prescription shall apply without limitation.

**9.3** If we support the supplier in manufacture or export or inspect his manufacturing process, this shall not be deemed agreement with the agreed goods quality.

### **10. Acceptance**

**10.1** Deviations of weight or amount shall give us the right to deny acceptance.

**10.2** In case of deviations from the agreed specifications, we shall have the right to return the delivery to the supplier at his cost and risk. If the contract intends further partial deliveries, we shall have the right to wholly or partially terminate the contract without the supplier having any claim to compensation.

### **11. Insurance, Product Liability**

**11.1** The supplier commits to taking out product liability insurance covering at least EURO 2,500,000 and submitting proof of this on our request.

**11.2** If the supplier is responsible for product damage, he shall indemnify us against any damages claims from third parties where the cause is in his area of responsibility and he is liable himself in the outside relationship. This liability shall also include any and all expenses that result from any product recall performed by us.

**11.3** If any claims are asserted against us due to a defect of the object delivered by the supplier, we shall have a claim to recourse at the full scope of § 12 law on product liability

### **12. Force Majeure**

Liability of any one party for force majeure shall be excluded.

### **13. Termination**

The delivery contract can be terminated by either party for an important reason.

### **14. Applicable Law, Audits**

The supplier ensures compliance with the applicable laws. He declares consent to auditing of his business rooms at usual business hours.

### **15. Sustainability Principles of Groupe Danone**

The supplier shall comply with the "sustainability principles" of Groupe Danone in his company and inform employees and contractual partners of their content. We shall have the right to verify compliance ourselves or by third parties charged by us in an audit.

At essential or repeated violations, we shall have a right to termination of the contract without notice. The "sustainability principles" can be viewed online at [www.nutricia.de](http://www.nutricia.de) or are additionally provided as a hardcopy on request.

### **16. Applicable Law, Jurisdiction**

These Terms shall be governed by and construed in accordance with Austrian law, to the exclusion of Austrian Act on International Private Law and the EC Convention on the Law Applicable to Contractual Obligations (Rome Convention). The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Place of performance for deliveries and services shall be the place of delivery agreed; the exclusive place of jurisdiction shall be the competent commercial court in Vienna, Austria.

### **17. Other Provisions**

Where any provisions are wholly or partially invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision by such provision that comes as close as possible to the economic purpose of the invalid provision.

State 01.11.2015