

GENERAL TERMS AND CONDITIONS OF PURCHASE

By accepting an order from our Company, the Supplier accepts these terms and conditions of purchase (hereafter referred to as the "GPC"), including the special terms and conditions set out herein.

If the Supplier wishes to express written reserves as regard to the GPC, such reserves must be communicated to us within ten days from the date of issue of the GPC and be formally accepted by us. In the case of a dispute, the French language version alone shall prevail.

In the absence of any written reserves, as aforementioned, the Supplier waives any right, now or in the future, to rely on any provision which conflicts, directly or indirectly, with the provisions contained in the GPC.

DISPATCH

The Supplier shall confirm the date of delivery to us by fax or any other means of teletransmission, at the latest forty eight hours prior to the date of availability or loading of the goods (not including weekends and public holidays).

DELIVERY AND THE TRANSFER OF RISKS

Deliveries shall be made in full, partial deliveries being prohibited, to the places and at the times indicated and shall be deemed accomplished when the goods are handed over to our Company or its representative.

The dates or periods of delivery shall be provided for under the purchase agreement. Any early delivery shall not be accepted without the prior written consent of our Company.

Without prejudice to any damages which we may be entitled to claim and to the immediate repayment of any amounts paid in advance, our Company formally reserves the right, by ordinary letter or fax, to refuse delivery of goods in the following cases:

- . where the goods do not comply with the order
- . where the goods are received without a delivery note and a Analysis Certificate
- . where delivery is incomplete
- . in the case of a failure to comply with the dates and times and/or periods of delivery

The goods shall be dispatched in accordance with the ICC INCOTERM effective at the date the contract was concluded and featured on the first page of the GPC. In accordance with the Incoterms® approved in the contract, if the supplier is in charge of the goods transportation to an agreed place, goods will travel under his responsibility and he, therefore, must guarantee their integrity and must prevent any risk of intrusion inside the means of transport by implementing any appropriate measure towards the selected service provider(s).

INVOICING

Invoices must be sent on the day of shipment in electronic format to our Company's address and include the complete references of our purchase contract, any other particular reference required by us, as well as, in the event of an intra-Community exchange, all the particulars provided for by Community and national regulations for the purpose of drawing up Declarations of Exchange of Goods. Only one invoice must be marked "original". Invoices that do not contain the required information will be returned to the supplier.

Our email address : facture@ingredia.com

PAYMENT

Unless otherwise expressly agreed in our purchase contract or products with a regulated payment deadline, supplier invoices are paid within 60 days from the date of issue of the invoice. In addition, the payment does not constitute in any case an acceptance of quality and can not be opposed to us.

CONFIDENTIALITY

Our purchase agreement shall not give rise to any direct or indirect publicity, whatever the circumstances or the form thereof.

The Supplier agrees that all information disclosed to it by our Company with regard to the fulfilment of the order shall remain confidential. The Supplier agrees not to disclose any such information to any third party for the requirements of fulfilling the order unless our Company has given its prior written consent.

This confidentiality obligation shall continue to apply after performance of the purchase agreement for a period of five years.

In addition, all plans, manufacturing processes, particulars and specifications, memoranda and generally, all documents and written or oral information disclosed to the Supplier by our Company or its representatives in the performance of our agreement, shall remain our property. They shall not be disclosed, destroyed or copied without our express authority and must be returned to us immediately on request.

WARRANTIES

The Supplier warrants that the goods shall comply with Community and/or French legislation in force from time to time, particularly as regards anti-fraud legislation, pricing rules and customs regulations and all those rules governing trade marks, models, designs and patents.

Any breaches shall be the sole responsibility of the Supplier, incurring both its civil and criminal liability.

RETURNS

Any return of goods will take place at the expense, including other incidental costs of any kind whatsoever, as well as at the risk and peril of the supplier. In this case, the Supplier undertakes to provide our Company within eight years with the chosen return terms; otherwise, our company leaves itself the possibility of mandating any carrier of its choice. Any additional costs, such as prolonged parking of vehicles or storage in warehouses inside or outside our company for any reason attributable to the supplier, will be fully borne by the supplier. Without prejudice to any claim for damages, we reserve the right to have the goods replaced by a third party at the supplier's expense.

INSURANCE

The Supplier shall bear full liability for the consequences that any non-conforming goods delivered may cause either to our Company or our customers. The Supplier shall at all times hold valid civil liability insurance and, if the INCOTERM provided for under the agreement so requires, insurance coverage for risks pertaining to the goods to the agreed place of delivery, contracted with one or more leading insurance companies.

The Supplier agrees to provide our Company with an up-to-date attestation showing the insured risks and the amounts insured, or a certificate of insurance, on request.

PRICE

Unless there is express agreement to the contrary in our purchase agreement, the agreed prices shall be fixed and not subject to review.

SUB-CONTRACTING

Sub-contracting shall be prohibited without the written agreement of our Company. Notwithstanding such agreement, the suppliers with which our Company does business shall be solely liable for the proper performance of our agreement. Under no circumstances shall they be entitled to rely on the fact that all or part of an order was entrusted by themselves to one or more sub-contractors.

TERMINATION

Our orders may be cancelled as of right:

- . in the case of the Supplier's reorganisation or liquidation in bankruptcy proceedings;
- . in the case of a failure to comply with any of the terms and conditions under the purchase agreement, or in the case of tortuous conduct by the Supplier causing loss to our Company.

Such cancellation shall be effective automatically, eight days following notice thereof where no remedy is forthcoming. The Supplier shall return forthwith any amount paid in advance by our Company in relation to obligations that the Supplier has not yet satisfied at the date of cancellation.

JURISDICTION AND APPLICABLE LAW

In the event of a dispute relating to the interpretation or execution of our purchase contracts, the parties undertake to favour an amicable approach to resolving the dispute. If at the end of a period of thirty days, no amicable solution has been found, the most diligent party may refer the matter to the Commercial Court of ARRAS, which has sole jurisdiction, in order to resolve the dispute, even in the event of an incidental or guarantee claim or in the event of multiple defendants. Only French law is applicable.

CSR

The supplier declares to have read the CSR policy of the buyer which is fully enforceable against it in all its provisions.

<https://www.ingredia.fr/engagements/>