

## **GIVAUDAN General Conditions of Purchase (Goods and Services)**

### **1. Applicability.**

Each purchase order ("Order") issued by a company in the Givaudan group ("Buyer") to the provider of goods or services ("Vendor") is subject to these General Conditions of Purchase ("Conditions"). In these Conditions, "goods" and "services" refer to the goods or services described or referenced on the face of an Order. "Contract" refers to the Order, the Conditions as well as to any other terms referenced in the Order and/or the Conditions or otherwise expressly agreed to in writing by Buyer and Vendor. The Contract constitutes the entire agreement between Buyer and Vendor and the complete and exclusive statement of the terms and conditions between the parties, notwithstanding anything to the contrary in Vendor's general conditions or in any other document issued by Vendor. Conflicting and additional terms and conditions in any such Vendor document shall be deemed deleted and not binding upon the parties, except insofar as expressly agreed in writing by Buyer.

### **2. Order Confirmation.**

Any Order of goods and/or services must be confirmed in writing by Vendor within two working days from the date of issue of the Order. Without confirmation within the above period, Buyer is entitled to assume that the Order has been tacitly accepted by Vendor. Buyer reserves the right to cancel any order which is not confirmed within the above period.

### **3. Price.**

The price indicated on the Order is considered to be the price agreed between Buyer and Vendor. The price is fixed and cannot be increased by Vendor without the written consent of Buyer.

### **4. Payment.**

Payment by Buyer shall not constitute any admission by Buyer as to the performance by Vendor of its obligations, nor any waiver of its right to warranty or damages.

### **5. Delivery Terms.**

Vendor shall deliver the goods and/or perform the services at the place indicated by the Buyer and shall comply with Buyer's delivery instructions. Dangerous goods shall be declared and shipped in accordance with the regulations relating to such goods. Incoterms applied by Buyer are Incoterms 2020.

### **6. Delivery Date and Time.**

Vendor shall deliver the goods and/or perform the services at the date or within the deadline specified on the Order. Vendor shall give notice of delay in delivery or in performance as soon as such delay appears likely and, in any event, before expiry of the date of delivery and/or performance deadline. In case of delay or notice of delay, Buyer will be entitled, at its option, to cancel the Order or agree to an extension of the term of delivery and/or performance, without prejudice to Buyer's right for damages in either case.

### **7. Packaging.**

Packaging of goods shall comply with Buyer's instructions, if any, and be labelled with the following indications: product name, production date, batch number, net weight, gross weight and tare, and other indications mentioned on the Order, if any. Packaging and labelling must also comply with the applicable regulations. Buyer is entitled to reject goods if the packaging, labelling or delivery documents do not comply with the above, are damaged or contaminated, without prejudice to its right to damages.

### **8. Non-conforming Goods or Services.**



At its election, Buyer may inspect the goods and/or services upon receipt, or any time thereafter. Buyer is entitled to reject, at any time, goods or services that do not conform to the Contract requirements, including, but not limited to, the warranties set out in these Conditions, any additional warranties provided by Vendor, and any warranties implied by law. In addition, Buyer may return any goods if such goods are delivered in quantities +/- 10% of the Order quantity. With respect to any such non-conforming goods or services, Buyer is entitled, at its option, to cancel the Order or to call for replacement of the goods or re-performance of services, without prejudice to its right to damages in either case.

**9. Warranty and Liability.**

Vendor warrants and agrees that the: (i) goods and services will be provided in accordance with all requirements of the Contract, (ii) goods will be new; (iii) goods and services will conform to the agreed specifications and any samples, drawings, or performance criteria, specified or agreed by Buyer, (iv) goods and services will be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from faults or defects; and (v) services will be performed in a professional and workmanlike manner and comply with the agreed scope of work. Vendor represents that the goods, services, and all materials incorporated into the goods and/or used in performing the services are produced and delivered in compliance with all applicable laws and regulations including, but not limited to, export controls of the country or countries in which they are doing business. Further, Vendor represents that it complies with all laws and regulations respecting its business operations, including, but not limited to, laws and regulations regarding anti-corruption, anti-money-laundering, human trafficking and organized crime; and Vendor does not, and its suppliers do not, use child labour. Vendor agrees to indemnify, defend and hold Buyer harmless, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, attorneys' fees and court costs) and expenses arising out of, or in connection with, the goods/services or Buyer's use of the goods/services.

**10. Insurance.**

Vendor will procure and maintain, for as long as Vendor is supplying goods to Buyer or performing services for Buyer, and for one year thereafter, insurance of a form and amounts as are: (i) required by law; (ii) consistent with industry standards; and (iii) reasonably required by Buyer. In all cases, Vendor must maintain insurance to adequately cover its obligations hereunder. Upon Buyer's request, Vendor shall provide Buyer with a certificate of insurance evidencing the coverage that is in effect.

-ii-

**11. Work Permits, Minimum Wage and Working Conditions.**

In case services are performed on Buyer's premises, Vendor guarantees that (a) Vendor and/or Vendor's employees are in possession of the authorizations and/or work permits required by applicable laws for the performance of the Contract, including the performance of services on Buyer's premises; and (b) Vendor complies

with applicable regulations relating to minimum wage and working conditions. In case of subcontracting, Vendor guarantees that subcontractor is committed in writing to comply with the terms hereunder including the guarantees under preceding paragraphs (a) and (b).

**12. Intellectual Property.**

Vendor warrants that the provision and/or use of the goods and/or services does not and will not breach any third party intellectual property rights and Vendor agrees to indemnify, defend and hold harmless Buyer, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, attorneys' fees and court costs) and expenses arising out of, or in connection with, infringements of third parties' intellectual property rights resulting from the goods/services or Buyer's use of the good/services. Any intellectual property rights arising out of, or in connection with the services shall belong to Buyer.

**13. Confidentiality.**

Buyer's Order and all information received from Buyer in connection with the Order shall be kept confidential and not be disclosed by Vendor to any third party nor used for any purpose other than in the performance of the Contract.

**14. Data Protection.**

Where Vendor processes personal data of Buyer in performance of the Contract, Vendor undertakes that it shall process the personal data in accordance with the applicable data protection legislation and that it shall promptly cooperate with Buyer if any due diligence assessment or a separate data protection agreement is necessary.

**15. English Version.**

In case of discrepancy between the English version and any translated version of these Conditions, the English version shall prevail.

**16. Non-Assignment.**

Assignment of the Contract or any interest herein by Vendor, in whole or in part, without the written consent of Buyer, shall be void and of no effect.

**17. Subcontracting.**

Vendor shall not subcontract the performance of all or any part of its obligations without the prior written consent of Buyer. In case of subcontracting with Buyer's written consent, Vendor shall remain fully responsible for the performance of any subcontracted obligations.

**18. Applicable Law and Jurisdiction.**

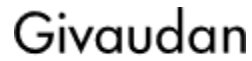
The validity, interpretation, and performance of the Contract is governed by and shall be construed in accordance with the laws of the place of the registered offices of Buyer, without giving effect to any choice of law or conflict of law provision or rule, and specifically excludes the UN Convention on the International Sale of Goods. Any dispute arising out of or in connection with the Contract shall be submitted to the jurisdiction of the courts of the place of Buyer's registered office, without prejudice to Buyer's right to take action at the place of Vendor's registered office.

**19. Compliance with Laws.**

The Supplier acknowledges that strict compliance with all applicable Trade Control Laws is a fundamental and material condition of this Agreement. "Trade Control Laws" include all applicable laws and regulations relating to economic sanctions, export and import controls, trade embargoes, restricted or sanctioned party lists, licensing requirements, anti-boycott rules, and any other restrictions governing international trade.

The Supplier represents and warrants that neither it, nor its affiliates, directors, officers, employees, agents, or subcontractors:

- (i) is listed on, or owned or controlled by any party listed on, any applicable sanctions or restricted party list;
- (ii) is located, organized, or resident in, or acting on behalf of, any country or territory subject to comprehensive trade sanctions, unless expressly authorized by applicable authorities; and



Human by nature

(iii) will directly or indirectly engage in any transaction, supply, transfer, or use of Goods or Services that would cause the Buyer to be in violation of Trade Control Laws.

The Supplier shall obtain and maintain all required licenses, permits, and approvals necessary for the performance of its obligations and shall immediately notify the Buyer of any actual or potential breach of this clause or any applicable Trade Control Laws.

The Supplier is fully responsible for ensuring compliance by its subcontractors and supply chain. Any breach of this clause shall be deemed a material breach of the Agreement and may result in immediate termination without liability for the Buyer, in addition to any other rights or remedies available.