



1. GENERAL PROVISIONS, DEFINITIONS AND APPLICABILITY

1.1. These General Conditions of Purchase (hereinafter: "Conditions") have been lodged at the Commercial Registry of the Chamber of Commerce in Amsterdam on March 1st, 2013, and can be found on our website www.croklaan.com.

1.2. In these Conditions the following definitions are applicable:

Loders Croklaan: Loders Croklaan B.V. and IOI - Loders Croklaan Oils B.V., domiciled in Wormerveer.

Supplier: Any natural person or legal entity from which Loders Croklaan orders Products and/or Services and/or with whom Loders Croklaan holds talks or negotiations for the purpose of concluding an Agreement.

Order: Any order to deliver Products and/or to provide Services, in any form issued by Loders Croklaan to the Supplier.

Products: Any Products the Supplier makes available or has to make available to perform under an Agreement.

Agreement: Any Agreement concluded between Loders Croklaan and the Supplier and any amendments or supplements thereto.

Services: Any work the Supplier performs or has to perform for Loders Croklaan for the delivery of Products or other purposes.

Specification: Any description of the Products or Services that Loders Croklaan orders from the Supplier as mentioned or referred to in the Order or the Agreement. In the absence of a description as mentioned in the first sentence, the established practice between the parties or in the respective industry shall apply as description.

Fault: Any deviation in Products or Services from the Specification, any deficiency in Products or Services, any Products or Services which are not fit for their purpose, any Products or Services which are in violation with applicable legislation regarding product safety and any other legislation and government regulation and any inadequately performed Service.

1.3. These Conditions are part of all Agreements between Loders Croklaan and the Supplier and apply to all of Loders Croklaan's acts including, but not limited to, any Order and Agreement. Under any circumstance Loders Croklaan explicitly rejects the general terms and conditions (of sale or otherwise) of any of its existing or potential Suppliers, even if the Supplier refers to the same. The applicability of Supplier's general conditions is hereby explicitly excluded.

1.4. If any provisions of these Conditions are void or nullified, the remaining provisions shall continue to apply in full and Loders Croklaan and the Supplier shall consult each other in order to agree on new provisions to replace those which are void or have been nullified, having regard as far as possible for the purpose and meaning of the latter provisions.

1.5. Amendments and supplements to any provision in any Agreement and/or the Conditions have to be confirmed expressly and in writing by both parties. If an amendment and/or supplement as intended in the proceeding sentence is agreed, such amendment or supplement shall solely apply to respective Agreement.

1.6. These Conditions have been drawn up in Dutch and English. In the event of a discrepancy between both versions, the provisions of the Conditions in the English language shall prevail.



1.7. Unless otherwise agreed upon in writing, all correspondence between Loders Croklaan and the Supplier will take place in the English language.

2. ORDER AND ACCEPTANCE

2.1. All Loders Croklaan's Orders are without obligation. If in derogation of the provision in the first sentence the Supplier accepts a binding Order from Loders Croklaan with deviations of small significance, such deviation shall not constitute part of the Agreement and the Agreement shall be concluded in accordance with Loders Croklaan's offer. An Order shall solely be binding on Loders Croklaan, if signed by one of Loders Croklaan's authorised persons.

2.2. Loders Croklaan is entitled to cancel any Order within five (5) working days after receipt of the acceptance of this Order by the Supplier without being obliged to indemnify the Supplier.

2.3. Proposals and prices quoted to Loders Croklaan are irrevocable, binding, and cannot be modified, unless they pertain to (any interim) additional discount, which the Supplier is willing to grant.

3. PRICES, PAYEMENT AND SETTLEMENT

3.1. Prices quoted in the Order are in euro, fixed and exclusive of Value Added Tax. The quoted prices of Products include packaging and delivery at Loders Croklaan's destination of freight and import charges in accordance with INCOTERMS DDP (Delivered Duty Paid), in force at the time when the Agreement is concluded,. The prices also include the costs of any preparatory and other work required to meet Loders Croklaan's explicit demands and Specifications.

3.2. Payment by Loders Croklaan is not due until the Order has been fully and correctly performed by Supplier, and the Products and/or Services have been accepted by Loders Croklaan. If the conditions in the preceding sentence are satisfied, Loders Croklaan shall pay the invoice within 60 days of receiving the invoice.

3.3. In case any invoice needs to be revised upon request or with the consent of Loders Croklaan, Supplier will send Loders Croklaan a credit note together with a revised invoice. Loders Croklaan shall pay the revised invoice within 60 days after receipt thereof, if the conditions in Article 3.2 first sentence are satisfied.

3.4. Supplier is not authorised to transfer or (silently) pledge his receivables from Loders Croklaan to a third party, except if he obtains prior permission in writing from Loders Croklaan. Furthermore, the Supplier is not entitled to set off any receivables owed by the Supplier and/or any of its affiliates to Loders Croklaan against receivables owed by Loders Croklaan to the Supplier (irrespective of source and obligation to pay).

3.5. Loders Croklaan is entitled to set off receivables owed by Loders Croklaan and/or other group entities under Loders Croklaan's corporate structure to the Supplier against receivables owed by the Supplier to Loders Croklaan (and/or other group entities under Loders Croklaan's corporate structure).

3.6. Without prejudice to its other rights, Loders Croklaan is entitled to charge the Supplier for all expenses it incurs in proceedings in and out of court, including lawyer's advice, for debt collection or the enforcement of the Supplier's obligation to perform the Agreement.



4. ASSIGNMENT AND OUTSOURCING

4.1. The Supplier is under obligation to execute the Agreement himself and is not entitled to assign nor sub-contract any portion of the Order without prior written consent of Loders Croklaan.

4.2. The Supplier is fully liable for the contribution of any third party it engaged to the execution of the Order and shall observe due care as if it were the Supplier's own performance.

4.3. The Supplier shall protect, indemnify and hold Loders Croklaan harmless for, amongst others, any claims, costs, expenses, liabilities, judgements, fines, and penalties from third parties arising from executing the Order.

4.4. The Supplier guarantees that the third party it engaged will comply with the terms and conditions set forth in the Agreement and these Conditions.

4.5. The Supplier shall be solely responsible for all direct and indirect costs and expenses due to sub-contracting or arising therefrom, and for any and all consequences, including delays.

5. DELIVERY, REPAIR, TESTING AND INSPECTION

5.1. The agreed or the stipulated term, as intended for the Order to be executed, shall be deemed highly significant to Loders Croklaan. Under all circumstances, the term within which the Order must be executed is a strict deadline. The Supplier shall be in default, if the delivery of Products and/or Services is not performed on the date agreed with Loders Croklaan.

5.2. Before despatch Supplier shall perform a quality control testing on the Products and provide Loders Croklaan with a certificate of analysis for every batch delivered to Loders Croklaan. Loders Croklaan and the Supplier will agree on which aspects need to be analysed.

5.3. The Supplier shall keep samples, labelled with the production date and batch number, and keep these available for Loders Croklaan for a period of at least 24 months after delivery.

5.4. The ordered Products shall be delivered DDP (Delivered Duty Paid) (INCOTERMS in force at the time when the Agreement is concluded) and the Services shall be provided at Loders Croklaan's offices, unless otherwise agreed in writing. The Supplier shall be responsible for delivery, packaging, and secure and reliable transport in accordance with applicable statutory regulations, Loders Croklaan standards, and the Specifications.

5.5. Loders Croklaan acquires the title of the Products and/or Services at the moment of delivery by the Supplier as meant in article 5.4 or, if earlier, when payment for such Products and/or Services is made by Loders Croklaan. The risk of the Products and/or Services shall remain with the Supplier until Loders Croklaan has taken receipt of the Products and/or Services.

5.6. Supplier has no right of retention or suspension in respect of the Products and/or Services and, as far as necessary, waives any rights in that respect.



5.7. Ownership of any raw materials for Products delivered by Loders Croklaan (or third parties at the request of Loders Croklaan) shall remain with Loders Croklaan. The Supplier shall take full responsibility for the care and proper handling of such raw materials, and shall bear the risk thereof, until returned to Loders Croklaan (as part of the Product or - if earlier – upon first request of Loders Croklaan). The Supplier shall refrain from any acts or omissions in respect to these raw materials causing Loders Croklaan to lose its property rights and guarantees that these shall not be pledged or encumbered with third-party rights in any way. Article 5.6. equally applies to such raw materials. In case Loders Croklaan's ownership of the raw materials will be lost due to processing, accession, specification, or in another manner, Loders Croklaan will hold or acquire the ownership of the products, of which the raw materials became part of.

5.8. Partial deliveries of ordered Products and/or Services are only permitted if expressly stated in the Order.

5.9. Acceptance shall merely signify that, according to Loders Croklaan's provisional judgement, the external state of the Products and/or the visible execution or the external result of the Services is in accordance with the Order. More specifically, acceptance does not prejudice Loders Croklaan's right to claim later that the Supplier has failed to perform his obligations under the Agreement.

5.10. Loders Croklaan is entitled to reject the Products which do not comply with the Specifications, do not fulfil its reasonable expectations under the Agreement and/or are not fit for their purpose. Loders Croklaan is entitled to return such Products for the account and risk of the Supplier and charge the Supplier for all direct and indirect costs and damage in relation thereto, without prejudice to its other rights.

5.11. Loders Croklaan shall notify the Supplier of all complaints in respect of the Products and/or Services. Loders Croklaan shall, without prejudice to its other rights, grant the Supplier the opportunity to investigate the complaints and to remedy or repair the detected Faults for the Supplier's account and risk. Additional costs for disassembly, transport, and reassembly will be for the account and risk of the Supplier. Loders Croklaan and the Supplier decide in mutual consultation how and by which term the Fault should be repaired or remedied.

5.12. Loders Croklaan or designated third parties have the right to perform quality audits on a regular basis. Loders Croklaan or designated third parties shall furthermore be entitled to pre-delivery inspection or testing of the ordered Products during processing, manufacturing, and storage. The Supplier shall assist Loders Croklaan or designated third parties without imposing limits, and offer the necessary facilities and assistance for this purpose without costs.

5.13. Loders Croklaan shall duly inform the Supplier of its intention to inspect and/or carry out tests. The Supplier shall be entitled to participate in these tests or have a third party participate in these tests.

5.14. The Supplier shall remain fully liable for the proper execution of the Order, irrespective of whether Loders Croklaan has exercised its rights pursuant to the two preceding paragraphs of this section, irrespective of the findings of the inspections and tests intended therein, and irrespective of Loders Croklaan's comments to the Suppliers..



5.15. Supplier shall deliver any drawings, certificates, and other documents to Loders Croklaan as agreed upon in the Agreement. Approval of these documents by Loders Croklaan shall not release the Supplier from its responsibility for the correctness and/or accuracy thereof. The Supplier shall remain fully liable for the proper execution of the Order.

6. EXECUTION OF THE AGREEMENT

6.1. The Supplier shall execute the Orders strictly in accordance with the Specifications and any other instructions from Loders Croklaan.

6.2. Loders Croklaan shall be entitled to change the Specification before or during execution, and to demand additional delivery of Products and/or extension of the services after the Order has been executed. To the extent that the changes desired by Loders Croklaan involve extra costs, the Supplier shall be entitled to charge these costs to Loders Croklaan.

6.3. Changes in composition and/or formulation of the Products and/or change(s) in the production process(es) require the written approval of Loders Croklaan. Article 6 of these Conditions fully applies to any and all of such changes and Products changed.

6.4. The Supplier ensures that delivered Products bear the applicable CE-marking, a Dutch Declaration of Conformity and a Dutch user manual.

6.5. The Supplier ensures that it has – as far as applicable – the permit(s) and/or certificates required for the performance of Services.

7. QUALITY GUARANTEE

7.1. The Supplier guarantees that the Products and/or Services it delivers are sound. The guarantee comprises that:

- a. The Products and/or Services are suitable for the objective for which the Order was placed, in as much as Supplier knew or could have known the objective.
- b. The Products and/or Services are according to business standards and the Products in accordance with the applicable CE-standards.
- c. The Products and/or Services are fully in accordance with the Specifications and the - for the Products - applicable contamination sheets.
- d. The Products and/or Services, the manufacturing and packaging of the Products, and/or the manner of performance of the Services comply with national and European (international) regulations, including, but not limited to, those for composition, labeling, and product safety, and are in conformity with any procedures and/or procedural guidelines etc., as set forth by Loders Croklaan.
- e. The Products are free of microbiological, chemical and physical contamination.
- f. The Products have a consistent taste, flavor, color and stability.
- g. The Products and/or Services furthermore meet the requirements which can reasonably be demanded.

7.2. The Supplier guarantees that it has implemented and shall comply with all requirements of the respective quality systems (such as HACCP, internal and external traceability systems), it has all required governmental approvals and licences at its disposal and will act in conformity therewith, and it shall at all times operate and maintain its premises, plant, machinery, equipment, and procedures in strict compliance with all health, safety, and environmental laws, regulations, codes of practice, and similar



guidelines as indicated by (national or European) authorities. With the performance of the Agreement the Supplier will constantly observe an as high as possible level of protection of health, safety and environment and also support sustainability.

7.3. If it comes to Supplier's or Loders Croklaan's notice that the delivered Products constitute a health or safety hazard for persons, animals, and/or the environment, due to other reasons than normal use of the Products, the other party should be informed thereof immediately. If the faulty Products justify a recall action, either pursuant to statutory provisions, or in the opinion of the Supplier or Loders Croklaan, or both, the Supplier shall promptly take action, pay the respective costs, and indemnify Loders Croklaan for third party claims due to its faults, unless the Supplier and Loders Croklaan expressly agree otherwise in a statement signed by both parties. There will be no recall without the consent of Loders Croklaan. Loders Croklaan's consent will not be unreasonably withheld.

7.4. If it comes to Supplier's notice that there are any Faults relating to the Products and/or Services, the Supplier shall notify Loders Croklaan immediately by fax, e-mail, or any other way of direct written communication. The aforementioned notification shall include, if it regards, Products: The nature and amount of the Products, identification numbers, if applicable, batch numbers and production data, and all other relevant data, including, but not limited to, the data that is necessary to find out which part of the Product is at fault.

7.5. All actions regarding a recall of Products including, but not limited to, communication, decisions, and information, must be treated highly confidential.

8. LIABILITY, FORCE MAJEURE AND INDEMNIFICATION

8.1. The Supplier executes the Order for his own risk. All damage, both direct and indirect, including any loss of profit and costs arising from or in connection with the execution of the Order incurred by Loders Croklaan or third parties, shall be compensated by the Supplier, irrespective of whether the damage is caused by the Supplier itself, his employees, or any other persons the Supplier engages for the execution of the Order.

8.2. Except for a non-imputable failure (force majeure), the Supplier shall be fully liable for all damage, mentioned in article 8.1., that Loders Croklaan or third parties may incur from Faults and delays in the delivered Products and/or performed Services.

8.3. Force majeure shall, amongst others, not include: Shortage of employees, strikes, disability of employees, price or wage increases, weather circumstances, late delivery and/or unsuitability of materials, non-completed Products or Services, imputable failure, or unlawful acts of suppliers or third parties engaged by the Supplier, and/or liquidity or solvency problems on the part of the Supplier. The events named in this article 8.3. shall not justify an extension of delivery time nor any other failure to perform the Agreement.

8.4. The provisions in paragraph 1 and 2 of this article shall equally apply to third party damage as intended in these paragraphs. The Supplier shall hold Loders Croklaan harmless in the event of any third party claims on Loders Croklaan arising from or relating to the acts or omissions of the Supplier in performance of any Agreement with Loders Croklaan, including, but not limited to, damage incurred by third parties from having been supplied with a faulty Product.



8.5. The Supplier shall be responsible for and shall indemnify Loders Croklaan against the payment of all taxes, duties, charges, and any penalties thereon, assessed or levied by any governmental body in respect of profits earned or income received or receivable by reason of the Agreement and further undertakes that payment shall be made of all taxes, duties, charges, and any penalties thereon assessed or levied upon any persons provided by the Supplier or his sub-contractors in connection with the performance of the Agreement.

9. INSURANCE

9.1. The Supplier shall insure itself for all insurable incidents with a first class insurer with adequate cover for common risks. The insurance policy has to provide adequate coverage amongst others for:

- Liability against Loders Croklaan and/or third parties, connected to the performance of the Agreement;
- Damages to/loss of property of Loders Croklaan that is held by the Supplier (or third parties it engages).

9.2. The Supplier shall make a copy of the insurance policy available to Loders Croklaan at Loders Croklaan's first request. The Supplier undertakes to assign all claims on benefits from insurance to Loders Croklaan immediately after being held liable.

10. TAX RESPONSIBILITIES AND INDEMNITY

10.1. The Supplier shall be responsible for and shall indemnify Loders Croklaan against, the payment of all taxes, duties, charges, and any penalties thereon, assessed or levied by any governmental body in respect of profits earned or income received or receivable by reason of the Agreement and further undertakes that payment shall be made of all taxes, duties, charges, and any penalties thereon assessed or levied upon any persons provided by the Supplier or the third parties it engages in connection with the manufacturing of Products or the performance of Services.

11. DUTCH COLLECTION OF STATE TAXES ACT ("Invorderingswet")

11.1. In the event the Dutch Social Insurance Act ("Wet Financiering Sociale Verzekeringen - Wfsv"), and/or the Dutch Collection of the State Taxes Act 1990 ("Invorderingswet 1990"), and/or the Implementing Regulations for the Liability of Recipients, Subcontractors, and Clients 2004 ("Uitvoeringsregeling inleners-, keten- en opdrachtgevers-aansprakelijkheid 2004") applies, the following must be shown by the Supplier at Loders Croklaan's first request:

- a. A permanent residence permit insofar as it is required;
- b. Proof of registration from the industrial association insofar as the relevant association issues such;
- c. Identification and payroll sheets of all the workers engaged in the manufacturing of Products or the performance of Services;
- d. A valid proof of registration from the Chamber of Commerce;
- e. The guarantee account, or G-account;
- f. Dutch tax service registration.

11.2. Once per quarter and at Loders Croklaan's request, the Supplier will submit a statement regarding Supplier's payment history with the relevant industrial association, as well as a statement from the tax service regarding Supplier's payment of income tax.



11.3. Loders Croklaan is, at any time, entitled by the Supplier either to withhold the premiums and income tax, for which Loders Croklaan is jointly and severally responsible pursuant to the Dutch Social Insurance Act ("Wet Financiering Sociale Verzekeringen – Wfsv"), and/or the Dutch Collection of the State Taxes Act 1990 ("Invorderingswet 1990"), and/or the Implementing Regulations for the Liability of Recipients, Subcontractors and Clients 2004 ("Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004") and to pay such directly to the relevant industrial association or Dutch Tax Authorities, respectively, on behalf of Supplier, or to pay it to Supplier by depositing such into Supplier's blocked G-account. In the event Loders Croklaan exercises this right, the Supplier is bound to promptly fulfil the other regulations as referred to in Article 60, Paragraph 2 of the Dutch Social Insurance Act ("Wet Financiering Sociale Verzekeringen – Wfsv"), jo. Article 34 and 35 of the Dutch Collection of the State Taxes Act 1990 ("Invorderingswet 1990"), jo. the Implementing Regulations for the Liability of Recipients, Subcontractors and Clients 2004 ("Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004"). By paying or depositing such, Loders Croklaan is exempted to the Supplier up to the amount of these sums.

11.4. Loders Croklaan is entitled to alter the amount to be withheld or deposited if, with regard to performing the Agreement, Loders Croklaan is of the opinion that the Supplier will owe a higher amount in social insurance premiums and income tax than has been established. Loders Croklaan will inform the Supplier of this in writing.

12. TERMINATION

12.1. If the Supplier fails to:

- a. execute the Order properly and fails to correct such Fault within a period of seven (7) working days from the date of written notification by Loders Croklaan of such Fault,
- b. and/or the term for executing the Order is exceeded and/or or it can reasonably be assumed that the Supplier will be unable to timely and properly execute the Order,
- c. and/or in the event of force majeure continuing for twenty-one (21) working days or more,

Loders Croklaan shall, without prejudice to its other rights, be entitled to immediately terminate the Agreement out of court in part or in full, by merely notifying Supplier thereof, without compensation to be paid by Loders Croklaan being required.

12.2. If the Supplier has filed for a (provisional) administration order, bankruptcy, debt restructuring, if an attachment has been made against the Supplier's enterprise, if it is to be liquidated, in the event of death (of a natural person), if the Supplier is subject to a legal merger, or if management control at the Supplier has devolved on another party, Loders Croklaan – without prejudice to its other rights – may immediately terminate the Agreement by giving notice in writing to the Supplier, without compensation to be paid by Loders Croklaan being required.

12.3. All expenses incurred or claims to be accrued by Loders Croklaan towards the Supplier in the events described in paragraph 1 and 2 shall immediately become due and payable.

12.4. Pursuant to a termination or a resolute condition taking effect, Loders Croklaan is entitled to claim restitution of all remitted payments on the ground of the payment obligation having lapsed. In as much as an obligation has been partly fulfilled and is not



eligible for restitution and is in accordance with the Order, the Supplier is entitled to settlement, based on a reasonable calculated value of the Products or Services for Loders Croklaan, against the amount Loders Croklaan is entitled to claim from the Supplier for non-performance and/or termination. In as much as restitution is possible, Loders Croklaan shall be entitled either to retain the fulfilled part of the Order against the aforementioned compensation, or to return it for the risk and expense of the Supplier, without prejudice to its right to exercise its other rights.

12.5. If Loders Croklaan holds a title to the Products it wishes to return in accordance with the provisions of these Conditions it shall, also after termination of the Agreement pursuant to which it acquires title to the Products, retain the title thereto by way of surety for any claim it may have on the Supplier, all within the limits of book 3 section 92, paragraph 2 of the Dutch Civil Code. If Loders Croklaan does not hold a title to the Products, Loders Croklaan will acquire a right of pledge by way of surety for the Products solely on the ground of the termination.

12.6. In the event of termination of the Agreement pursuant to this article or otherwise, the Supplier shall fully co-operate in the transition of work that has to be performed to Loders Croklaan and/or a third party that it appoints or ensure a proper and sound completion of its work. As far and for as long as the work is not (fully) transferred or completed, the Supplier remains obliged to perform its obligations pursuant to the Agreement when Loders Croklaan requests to do so. The provisions of the Agreement will then equally apply for this period.

13. INTELLECTUAL PROPERTY

13.1. Documents, drawings, and other information carriers issued by Loders Croklaan, as well as the rights related to them, or which are used and produced by the Supplier for the implementation of the Order, shall remain the property of Loders Croklaan. Insofar as necessary, the Order confirmation signed by the Supplier shall constitute a transfer (in advance) of all relevant rights of intellectual and industrial property related to drawings, specifications, specific or project-based models, etc., to the extent that this is further required by law. Insofar as the rights in question have not become the property of Loders Croklaan pursuant to the above, the Supplier shall be obliged on demand to co-operate with the transfer of those rights to Loders Croklaan in the manner prescribed by law.

13.2. The documents and rights, provided for in paragraph 1 of this section, may not be reproduced, issued to third-parties, or otherwise used, other than for the implementation of the Order. Upon completion of the Order the documents and drawings shall be returned by the Supplier on the first request of Loders Croklaan. Supplier shall issue all overhaul drawings and details to Loders Croklaan free of charge.

13.3. All intellectual property rights, relating to the Products and (the results from) Services, are vested in Loders Croklaan. If under any relevant jurisdiction, any further (juridical) act should be required for the vesting and/or taking effect thereof, the Supplier shall inform Loders Croklaan thereof, and provide Loders Croklaan with any assistance it may need.

13.4. The Supplier guarantees that the Products and/or the Services do not infringe the rights of Loders Croklaan, or third parties' intellectual property rights, and indemnifies Loders Croklaan and its customers for such infringement or similar claims relating to know-how, unlawful competition included.



13.5. If legal proceedings are instituted for infringement of such rights or such a possibility exists, the Supplier will for its account and risk, and without prejudice to the rights of Loders Croklaan, including the right of termination of the Agreement:

- a. Acquire the right retrospectively to be able to continue using the (respective part of) the Products and the results of the Services;
- b. Or replace and/or adjust the (respective part of) the Products and/or the results of the Services;
- c. Or take back the (respective part of) the Products and/or the results of the Services against reimbursement of costs, loss, and interest.

Adjustments and/or replacement shall not have the effect that Loders Croklaan's options for using the Products or the results of the Services are impaired.

13.6. The Supplier shall, for its account and in consultation with Loders Croklaan, defend Loders Croklaan if legal proceedings should be instituted against it on the grounds of an infringement on any third-party's intellectual or industrial property right, and shall bear any costs, including legal fees and compensations that might be imposed on Loders Croklaan.

13.7. The Supplier shall, for its own account and risk, take all possible action to contribute to the prevention of stagnation in Loders Croklaan's enterprise, and limitation of additional costs and/or incurred loss.

14. SECRECY

14.1. The Supplier, his employees, and any third parties he engages shall observe secrecy on all information about Loders Croklaan's enterprise that has come to their knowledge on account of the Order and/or the Agreement and the performance thereof, including the nature, the reason, and result of the work he performs.

15. PUBLICITY

15.1. The Supplier shall not disclose the existence or terms of the Agreement, publish, or permit to be published, either alone or in conjunction with any other person, any information relating to the Agreement, the Products and/or Services and their intended purpose, or Loders Croklaan's business generally, without prior approval from Loders Croklaan. Such approval shall apply to each specific application and relate only to that application.

16. APPLICABLE LAW, COMPETENT COURT

16.1. The Supplier shall manufacture the Products under the respective labor conditions and laws of the country of production. It is in the responsibility of the Supplier to comply with the legal requirements as valid in the country of production. The Supplier shall comply with all applicable laws related to anticorruption, bribery, fair competition and antitrust. The Supplier shall also be responsible for good working relations with his employees, pay them a fair income, provide a workplace free of harassment/discrimination, and prohibit inhumane treatment. The Supplier will as well respect freedom of association and collective bargaining. Child labor is not permitted. The Supplier shall ensure that environmental, health, and safety conditions, as set by local authorities, are met.

16.2. The Supplier will comply with the Suppliers Code of Conduct of IOI Loders Croklaan Europe as will be provided to the Supplier from time to time.



16.3. Any Orders and Agreements to which these Conditions apply shall be solely governed by the law of the Netherlands.

16.4. The U.N. Convention on International Sales of Goods (frequently referred to as the Vienna Sales Convention) shall not apply.

16.5. All disputes shall in first instance be exclusively settled by the competent court in the district of Haarlem, the Netherlands, with the exclusion of all other courts.

However, disputes shall be exclusively settled by the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut) in accordance with the Rules of the Nederlands Arbitrage Instituut if Supplier is domiciled outside one of the member-states of the European Union. The place of arbitration shall be Rotterdam, the Netherlands.