

General Terms and Conditions of Purchase of Creamy Creation B.V.

1. General

1.1 These general terms and conditions of purchase apply to the conclusion, performance and termination of agreements between Creamy Creation B.V., or a group company as defined in Article 2:24b of the Dutch Civil Code ("**Creamy Creation**") and a supplier ("Supplier"). Any deviations from and/or supplements to these general terms and conditions of purchase can only be agreed upon explicitly and in writing between Creamy Creation and the Supplier. General terms and conditions of the Supplier, under whatever name, are explicitly declared inapplicable. In the event that the contents of the Agreement deviate from the contents of these general terms and conditions of purchase, the contents of the Agreement shall prevail.

1.2 An agreement, as referred to in these general terms and conditions of purchase, shall be deemed to have been formed until and in so far as, Creamy Creation has accepted an offer by placing a written order with a supplier Supplier for the purchase of goods and/or services. Any reference to "goods" shall also include "services" rendered by Supplier, to the extent applicable.

1.3 Quotations/offers from the Supplier are irrevocable and are valid for a minimum period of 30 days.

1.4 All costs incurred by Supplier in relation to issuing an offer are for Supplier's account.

2 Price, payment and security for advance payment

2.1 In the absence of express written agreement to the contrary, the agreed price is all inclusive and therefore includes, without limitation, (i) all costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport and so on, but does not include VAT and for the rendering of services, and (ii) travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, and the costs of any third-parties engaged by Supplier with the written consent of Creamy Creation.

2.2 Unless otherwise agreed in writing and to the extent Supplier meets its obligations under the agreement, Creamy Creation shall initiate payment of invoices within the maximum legal period in force at any time, according to the nature of the goods in question. Invoices shall exclusively be deemed eligible for payment provided they are correctly specified, that they bear the relevant and correct reference or Purchase Order number and the date of the order of Creamy Creation and that they are sent to the correct Accounts Payable Department. Incorrectly specified invoices will be returned to Supplier and may lead to payment delay.

2.3 Payment by Creamy Creation does not in any respect whatsoever imply a waiver of any right under an agreement between the parties and these General Terms and Conditions of Purchase or law. Payment cannot be regarded as constituting any acknowledgement by Creamy Creation of the soundness of the delivered goods and does not release Supplier from any liability in that regard.

2.4 Payment releases Creamy Creation from all obligations arising from the relevant agreement and cannot be regarded by Supplier as payment of any other alleged claim of Supplier on Creamy Creation.

2.5 Supplier shall not raise the agreed prices during the term of the agreement. In the event Supplier is obliged to increase the prices by virtue of a mandatory law provision, then Creamy Creation shall have the right to terminate the agreement with immediate effect.

2.6 Creamy Creation is at all times entitled to set off any payables to Supplier against any receivables from Supplier, regardless of the nature of the payables and receivables.

3 Delivery, packaging

3.1 In the absence of written agreement to the contrary, deliveries shall take place 'Delivered at Place' (in accordance with the relevant provisions of the most recent version of Incoterms) at the place indicated by Creamy Creation, with an accompanying

waybill. The delivery time commences as soon as the agreement is formed and is of the essence. Exceeding the delivery term places Supplier in default without notice of default being required. Supplier is obliged to give Creamy Creation timely and adequate advance notice of delivery and the possibility of late delivery.

3.2 The goods and related materials must be packaged and preserved in such a way that protection against external forces is guaranteed. Supplier is obliged to follow any instructions given by Creamy Creation in that regard.

3.3 Supplier warrants that it shall at all times have sufficient stock of the goods to meet Creamy Creation's requirements, whereby the requirement is measured by the quantity of goods ordered by Creamy Creation in the last 12 months.

3.4 Every delivery of Goods must be accompanied with a certificate of analysis.

4 Transfer of risk and ownership

4.1 Supplier guarantees that the full and unencumbered ownership of the goods is supplied.

4.2 The goods and related materials will remain at the expense and risk of Supplier until they are delivered, in accordance with the applicable Incoterms (latest version).

4.3 Ownership of the goods shall pass from Supplier to Creamy Creation at the time of delivery, unless (i) otherwise agreed upon between the parties, or (ii) if the goods are rejected by Creamy Creation in accordance with the provisions of clause 6.

5 Documentation, parts and tools

All drawings, manuals, computer programs, parts, tools and user rights needed for the maintenance, repair, usage and/or onward delivery of the goods shall be jointly delivered to Creamy Creation and, if made specifically in connection with the order placed by Creamy Creation, transferred in ownership to Creamy Creation in accordance with the provisions of clause 9 of these General Terms and Conditions of Purchase.

6 Inspection and quality control

6.1 Without prejudice to any further rights, including rejection of goods, Creamy Creation reserves the right to inspect, to check and/or to test the goods delivered or to be delivered, as well as the facilities of Supplier, either acting for itself or through another, irrespective of where the goods, or the facilities in question are located subject to providing reasonable notice. Supplier shall cooperate with the above. Creamy Creation can further require a production or confirmation sample, free of charge. The inspection costs shall be borne by Supplier if the inspected goods and/or materials fail to meet the specifications or general requirements as provided for in clause 7.

6.2 Supplier acknowledges that Creamy Creation does not carry out full entrance controls.

6.3 If any (part of a shipment or a production batch of the) goods do not conform to the representations and warranties as set forth in these General Terms and Conditions of Purchase and the specifications, Creamy Creation may reject, at its discretion, the entire shipment or production batch without any payment becoming due by Creamy Creation for any part of such shipment or production batch of the goods and without any liability towards Supplier. Creamy Creation shall store the rejected goods or cause them to be stored at Supplier's expense and risk.

6.4 Failure to give Supplier timely notice about goods not or not sufficiently complying with the agreed specifications, shall never constitute a waiver of such claims by Creamy Creation.

7 Guarantee

7.1 Supplier guarantees that the goods being delivered and the accompanying documentation meet the agreed specifications, properties and requirements or, if no agreements have been made in that regard, the specifications, properties and requirements that are customary for the trading of these goods. Supplier further guarantees that the goods and the accompanying documentation meet all of the governmental regulations in the country of production and all statutory and other governmental provisions concerning the payment of social security contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the work. All costs of measures, including repair measures, needed

to meet these provisions or that may be needed to meet them, and all penalties and/or damages resulting from non-compliance with these provisions, shall in all cases be defrayed by Supplier, even if they are initially borne by Creamy Creation.

7.2 Supplier further guarantees that the goods are fit for Creamy Creation's intended purpose and can be used and processed for that purpose and that the goods possess at all times a high and consistent level of quality and that they meet the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

7.3 Creamy Creation reserves the right to return rejected goods and/or documentation to Supplier at Supplier's expense or to retain them at the expense and risk of Supplier. If the goods and/or documentation are stored by Creamy Creation, Supplier is obliged to collect them from Creamy Creation within two days of receiving a request from Creamy Creation to do so. If that is not done, Creamy Creation is free to act as it sees fit.

7.4 In the event of a recall, which means the process in which Creamy Creation recalls and actively takes back finished goods because they are, or are suspected to be, defective, impure or in any other way partially or wholly unsuitable for their intended purpose, because the Supplier delivered defective Goods, Supplier shall: (a) provide active and full cooperation to Creamy Creation to determine the cause of the incident resulting to the recall; (b) provide reasonable assistance in developing a recall strategy and shall cooperate in monitoring and executing the recall operation and in preparing such reports as may reasonably be required; and (c) not take any action or make any public statement in relation to the recall or to any involvement of the parties related to the recall, unless this is explicitly approved in writing by Creamy Creation.

7.5 In the event the recall is the result of any fault or omission attributable to Supplier, including, without limitation, supplying goods that do not conform to the specifications, Supplier shall be responsible for any and all damages suffered by Creamy Creation as a result of such recall, including but not limited to reimbursing Creamy Creation for the price paid by Creamy Creation for the goods, and the costs for inspection, testing, removal from the market of goods, the cost of destruction, customer fines/fees related to the recall, the value of the Creamy Creation Goods which contains, came in contact with, and/or otherwise is necessary to recall due to the recall, labor and shipping.

8 Services

8.1 If and insofar as the work is performed at Creamy Creation's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. Supplier is obliged to carry out the work outside of those working hours on Creamy Creation's first request. Travelling and waiting times do not constitute worked time and can only be charged to Creamy Creation if that has been expressly agreed in writing between Creamy Creation and Supplier.

8.2 Supplier shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the work and/or the employment of personnel.

9 Intellectual and industrial property rights

9.1 Supplier grants Creamy Creation a non-exclusive, irrevocable licence, subject to any intellectual property and other exclusive rights regarding the goods supplied. Pursuant to this licence, Creamy Creation shall have the right to use and apply, in the course of Creamy Creation's own business, the inventions and know-how incorporated into the goods to the extent these are protected by the rights referred to, including to repair the goods and/or to cause them to be repaired, and Creamy Creation shall also be authorised to supply the goods to third parties, whether or not the goods are supplied to the third parties as a component of other goods. The fee for this licence is included in the price.

9.2 Supplier warrants that the goods do not infringe the intellectual property rights of any third parties and shall indemnify Creamy Creation and its customers for all costs, loss or harm that may arise as the result of any infringement or alleged infringement of such rights.

10 Confidentiality

10.1 Supplier is required to observe strict confidentiality with regard to all of the information he/she/it may obtain in connection with the agreement or the performance thereof, including the nature of, the reason for and the result of the Order the Supplier performs.

11 On-site instructions and regulations

11.1 Supplier shall at all times adhere to the applicable rules on the sites and at the facilities of Creamy Creation, such as hygiene and safety regulations.

11.2 The only persons granted access to the grounds of Creamy Creation are those registered by Supplier with Creamy Creation and whose admission has been approved by Creamy Creation.

11.3 Other than in cases of gross negligence or willful misconduct on its own part or its executive management staff, Creamy Creation cannot be held liable for any damages or any injuries of any nature whatsoever that originate or are caused in any manner whatsoever in connection with the agreement, or its subject matter, to Supplier, to third parties engaged or otherwise involved by Supplier in the execution of the agreement, to goods of Supplier or those third-parties or persons employed by Supplier or those third-parties.

12 Prohibition on outsourcing and assignment.

12.1 Supplier is forbidden without the prior written permission of Creamy Creation to transfer or outsource the agreement or its execution in full or in part to third parties. Creamy Creation is authorised at all times to assign the agreement in full or in part without the prior permission of Supplier.

12.2 Claims of Supplier on Creamy Creation are not transferable without the written consent of Creamy Creation.

13 Liability and insurance

13.1 Any failure in the fulfilment of the Supplier's obligations under an agreement gives Creamy Creation the right to demand from the Supplier full or partial nullification of such failure and/or the consequences of such failure at the Supplier's risk and expense.

13.2 Supplier shall ensure that valid and adequate liability insurance is taken out. Said liability insurance must provide sufficient coverage to fully compensate Creamy Creation for any and all damage it suffers as a result of any contractual or non-contractual liability of the Supplier.

13.3 In addition, in case of contracting work, Supplier shall ensure that a valid and adequate Construction All Risk (CAR) insurance is taken out. The Supplier shall procure that Creamy Creation as principal shall be added as additional insured in the CAR insurance policy.

13.5 At Creamy Creation's first request, Supplier shall provide Creamy Creation with a copy of the policy/policies or an insurance certificate with respect to the insurances referred to in this clause.

13.6 The insurance policies referred to in this clause and the applicable policy conditions shall not affect Supplier's liability for any damage suffered by Creamy Creation whatsoever.

13.7 The Supplier shall be liable for any and all damages suffered by Creamy Creation as a result of or in connection with any failure of the Supplier to fulfil its obligations under the Agreement and/or these General Terms and Conditions of Purchase and/or as a result of or in connection with any act or omission on the part of the Supplier or its employees or third parties engaged by the Supplier.

13.8 The Supplier indemnifies and holds harmless Creamy Creation from and against any and all third-party claims, and claims arising therefrom, as a result of or in connection with any failure of the Supplier to fulfil its obligations under an agreement and/or these General Terms and Conditions of Purchase.

13.9 Creamy Creation shall not be liable for any damage suffered by the Supplier, unless said damage is the result of gross negligence or wilful misconduct by the management of Creamy Creation or executive subordinates employed by Creamy Creation. In any event, Creamy Creation's aggregate liability shall not exceed the purchase price of the goods and/or purchased from Supplier. Creamy Creation shall in no event be liable for any loss of income or profits, loss of business or clients, loss of goodwill, loss of use, increased cost of working, penalties, fines, and, punitive damages, damage resulting from late delivery, damage to reputation, or any special, indirect or consequential damages or losses arising out of or in connection with any agreement.

14 Termination

14.1 Creamy Creation is entitled to suspend the implementation of the agreement or to terminate or rescind the agreement in full or in part by means of a written statement and without a prior notice of default or judicial intervention with immediate effect, whilst retaining all its rights to compensation for costs, damage, losses, and interest if; a) Supplier fails to meet one or more of its obligations under or otherwise related to the agreement or to meet them on time or in full, or if it established that full compliance will be impossible; b) Supplier is declared bankrupt or its bankruptcy or (provisional) suspension of payment is applied for or granted, if it liquidates or discontinues its business, offers a composition, if an attachment is imposed on (part of) its assets or if it otherwise proves to be insolvent; c) material changes are made to direct or indirect ownership or control ratios at the business of Supplier.

14.2 Creamy Creation reserves the right to terminate the agreement at all times for any reason, subject to a reasonable notice period.

14.3 In the event of termination in accordance with the terms of the agreement and these General Terms and Conditions of Purchase, Creamy Creation cannot be held liable for any form of compensation for damages.

14.4 Supplier shall not be authorized to suspend its delivery obligations or the performance of services in the event Creamy Creation is reasonably disputing any amount due to Supplier. In the event of termination of the agreement, existing Purchase Orders shall be fulfilled in a (legally) satisfactory manner to both Supplier and Creamy Creation, unless otherwise agreed upon between Supplier and Creamy Creation. Furthermore, Creamy Creation has the right to use, process of sell the goods that Creamy Creation purchased from Supplier before the termination or expiration of an agreement.

14.5 Upon termination or expiry of the agreement (in whole or in part) for any reason, Supplier shall: (a) provide such reasonable transfer assistance in respect of the goods as Creamy Creation may require to minimize any disruption and ensure continuity of Creamy Creation's business; (b) cease to use for any purpose, and shall deliver to Creamy Creation, in Creamy Creation's chosen format, any work product (whether or not in final form) purchased by Creamy Creation; and seize the use of any intellectual property rights provided to the Supplier in the context of the agreement.

14.6 Termination or expiration of the agreement does not relieve the Parties thereto from those obligations, which by their nature continue to be effective, including but not limited to the clauses on confidentiality, privacy and data protection, liability, intellectual property rights, warranties, applicable law, and dispute settlement.

15 Incoterms and AEO (Authorised Economic Operator) Certificate

15.1 The commercial terms used in these General Terms and Conditions of Purchase or other agreements between the parties shall be interpreted and construed in conformity with the provisions of the most recent version of the Incoterms.

15.2 Supplier guarantees that it is either (i) a holder of a combined AEO certificate for Customs Simplifications and Safety or (ii) has submitted an application for such an AEO certificate or (iii) is able to issue a statement signed by Supplier's board of management with regard to "safety and security" as referred to in the "Common format of security declarations for AEOS and AEOF" of the European Commission (reference number TAXUD/2007/1729).

16 Force Majeure

16.1 Force majeure means circumstances beyond a party's control in the sense of Section 6:75 of the Dutch Civil Code. In the event of force majeure, the fulfilment of the applicable party's obligations under the agreement is fully or partially suspended for the duration of the force majeure, without either party being required to compensate the other party for any damages suffered as a result thereof. In the event that a party's force majeure situation lasts longer than thirty (30) days, the other party shall have the right to terminate the agreement with immediate effect and without judicial intervention by means of a registered letter, without such termination giving rise to any right to compensation.

16.2 Force majeure on the part of the Supplier in any event does not include: shortage of personnel, strikes, default by third parties engaged by the Supplier, breakdown of auxiliary materials, any

Supplier's liquidity or solvency problems and government measures against the Supplier. The preceding list is not exhaustive.

17 Further provision, applicable law and court of competent jurisdiction

17.1 In the event of one or more of the provisions of these General Terms and Conditions of Purchase and/or an agreement proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force. The parties shall in good faith attempt to replace any unenforceable provision of these General Terms and Conditions of Purchase with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

17.2 In the event the delivery of the goods, entails the processing, which means accessing, obtaining, recording, holding, disclosing, using, altering, deleting, erasing or destroying data, or carrying out any operation of personal data by the Supplier, the Supplier shall: (a) comply with all Dutch and other applicable data protection laws, whether as (co) data controller or as data processor and (b) adhere to the obligations as set out in a data protection agreement to be entered into between the parties.

17.3 All agreements between Creamy Creation and Supplier are subject to the laws of the Netherlands. The applicability of the United Nations Convention on Agreements for the International Sale of Goods of 1980 (CISG) is however excluded.

17.4 Any disputes between the parties that result from or are otherwise connected with any agreement and/or these General Terms and Conditions of Purchase shall be exclusively subject to the laws of The Netherlands and the Court of "Rechtbank Gelderland, locatie Nijmegen", The Netherlands, shall have jurisdiction.

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