

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES BY CORBION

### 1. General

#### 1.1 The following definitions apply:

**"Agreement"** means any agreement or Order for the purchase of Services by Corbion from Supplier which shall incorporate by reference these Terms, and any other document submitted by Corbion to form part thereof.

**"Anti-Corruption Laws"** means all laws, rules and regulations of any jurisdiction applicable to Corbion or the Distributor from time to time concerning or relating to improper payment, gifts or gratuities or commercial or governmental bribery or corruption including the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977, and the principles in the OECD Anti-Bribery Convention, all as amended from time to time.

**"Applicable Laws"** means any law, judgement, statute, ordinance, rule or regulation of any national, regional or local governmental agency or authority applicable to Corbion and/or Supplier or the Services provided hereunder as amended from time to time.

**"Corbion"** means the Corbion entity identified in the Order and/or any of its affiliated companies.

**"Confidential Information"** means all technical, commercial, legal, financial or other information, personal data and materials disclosed under the Agreement by or on behalf of one party to the other, including the terms of the Agreement. Confidential Information does not include any information that: (i) was in the receiving party's possession before the date the disclosing party disclosed it (whether disclosed before or after the date of the relevant Order), as demonstrated by written records; (ii) is or becomes public knowledge through no fault of the receiving party; (iii) has been independently developed by the receiving party without access to, use of or reference to the Confidential Information, as demonstrated by written records; or (iv) the receiving party received from a third party who has no secrecy obligation to the disclosing party.

**"Deliverables"** means all documents, reports and materials developed by the Supplier or its agents, subcontractors, consultants and/or employees in relation to the Services.

**"Force Majeure"** means any circumstance beyond a Party's reasonable control which substantially interferes with performance of an Agreement, which, without limiting the generality of the foregoing, includes war or other action of military forces, pandemics, terrorism, riot, civil commotion, sabotage, vandalism, fire, flood, acts of God or legislative or administrative interference.

**"Intellectual Property (IP) Rights"** means all (i) patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisionals, provisionals, reissues, re-examinations, and extensions thereof, (ii) trademarks, trade names, service marks, brand names, and domain names, and all applications and registrations therefor, (iii) information fixed in any tangible medium of expression (whether or not protectable under copyright laws), copyrights, and all applications and registrations therefor, (iv) all rights in any secret process, know-how or other confidential information; and (v) all other intellectual property and proprietary rights and tangible embodiments of each and any of the foregoing, anywhere in the world.

**"Order"** means a written order issued by Corbion to request Services from Supplier.

**"Parties"** means Supplier and Corbion (individually a "Party").

**"Personal Data"** means personal data, as defined under applicable laws, including the EU General Data Protection Regulation (GDPR), the Brazilian Data Protection General Law (LGPD) and any other data protection law of any country in which an Agreement is in force.

**"Restricted Person"** means any person or legal entity that is (i) designated by the United States (US) as a Specially Designated National & Blocked Person (SDN); (ii) otherwise subject to any Sanctions issued by the US which would prohibit the relevant transactions to be entered into or performed under this Agreement; (iii) designated under any of the Sanctions issued by the European Union (EU) or any of its Member States; (iv) designated under any of the Sanctions issued by the United Kingdom (UK); (v) owned or controlled by any person(s) referred to under (i) and/or (ii) and/or (iii) and/or (iv) (individually or in combination); (vi) any person affiliated with or acting or purporting to act on behalf of any person(s) referred to under (i) and/or (ii) and/or (iii) and/or (iv) (individually or in combination); or (vii) is otherwise subject to any Sanctions.

**"Sanctions"** means any trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures, to the extent that such export controls or economic sanctions measures are applicable to the business, dealings and activities of Supplier or Corbion or their prospective counterparties, including but not limited to:

- (a) the economic sanctions issued by the EU;
- (b) the economic sanctions issued by the UK;
- (c) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control;
- (d) the US Export Administration Regulations maintained by the US Department of Commerce, Bureau of

Industry and Security; and

- (e) any other such laws and regulations applicable to Supplier or Corbion, or any transaction under an Agreement, regardless of whether Supplier or Corbion is acting in its own right or through its affiliates, owners, officers, employees, agents, or other persons acting on its behalf.

“**Services**” means all the services that Supplier provides to Corbion (including any part of them), under the Agreement.

“**Supplier**” means the party providing the Services to Corbion (or any of its affiliates).

“**Terms**” means these general terms and conditions for the purchase of Services by Corbion.

1.2 Reference to any number of days means calendar days.

## 2. Applicability of these Terms

2.1 These Terms are applicable to all Orders and to any and all ensuing or relating Agreement between the Parties for the purchase of the Services. No terms or conditions delivered with or contained in Supplier's quotations, acknowledgments, invoices, or any other documents will form part of the Agreement and Supplier waives any right which it may have to rely on such terms or conditions.

2.2 Supplier accepts the Agreement either expressly by written statement or impliedly by fulfilling the Agreement in whole or in part.

2.3 Any amendment to the Agreement must be mutually agreed in writing.

## 3. Prices

3.1 The price for the Services will be the price stated in the Agreement, unless the Parties agree otherwise.

3.2 The price (including extra charges) for Services may not change without Corbion's prior written consent.

3.3 Supplier bears all currency risks.

## 4. Payment

4.1 Unless the Parties agree otherwise in writing, payment is due within the number of days agreed in the Agreement as from Corbion receiving Supplier's invoice. By submitting an invoice, Supplier represents that (a) the invoice contains all charges and fees relating to the Services mentioned in the invoice, and (b) by paying the invoice, Corbion has fully and completely satisfied all charges and fees relating to the mentioned Services. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Corbion that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within ninety (90) days after the date of submission of the original invoice.

4.2 Either Party may set-off any amount owing at any time from the other Party against any amount payable relating to Corbion's request for Services.

4.3 Corbion may suspend its payment obligations if Supplier breaches its obligations under the Agreement.

4.4 Supplier must mark all invoices to legibly show the complete Order numbers and Order line numbers and state the description of the Services provided in accordance with the specifications, if applicable. Failure to do so may cause the invoice not to be accepted and returned to Supplier.

4.5 Payment will never imply a waiver by Corbion of any rights it might have according to this Agreement or by law.

## 5. Delivery and acceptance of the Services

5.1 Supplier shall notify Corbion when the Services are delivered. Supplier shall perform all tests required under the Agreement and Applicable Law.

5.2 Time is of the essence for delivery of the Services. Supplier will immediately notify Corbion in writing if it becomes aware of a potential delay in the delivery of the Services.

5.3 Corbion reserves the right to examine any equipment, materials and supplies and/or assess the Services provided under this Agreement, at any time prior to expiry of the Agreement. Supplier, without additional charge, shall facilitate and support such examination. If the Agreement requires Supplier to procure equipment, materials or supplies, such procurement shall be of new equipment, materials and supplies unless otherwise agreed between the Parties.

5.4 Upon delivery of the Services, Corbion shall have thirty (30) days to accept the Services. Acceptance of the Services will be in writing. Acceptance of the Services will mark the start of the warranty period as set forth in Section 6 and does not prejudice any remedies Corbion may have under the Agreement.

5.5 Supplier warrants and represents that any equipment, materials or supplies delivered in relation to the Services are unencumbered. Except as otherwise agreed in writing, title in and to the equipment, materials or supplies shall pass from Supplier to Corbion upon delivery of the Services in accordance with these Terms.

6. Warranties

- 6.1 Supplier warrants that the (provision of the) Services shall be
- (a) in accordance with Applicable Laws and Sanctions;
  - (b) in accordance with the Agreement and Corbion's instructions;
  - (c) free from defects and from any rights of third parties; and
  - (d) fit for any particular purpose specified in the Agreement, or, in absence thereof, fit for the purposes for which such Services would ordinarily be used.
- 6.2 Supplier warrants that it possesses all licenses and other required governmental or official approvals and permits required to provide the Services.
- 6.3 Supplier warrants that it is solely responsible for its employees designated to the Services, including any payment of all compensation to its employees, provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of Supplier's personnel, and that Supplier's employees are not entitled to any benefits paid or made available by Corbion to its employees
- 6.4 The warranty period is twenty four (24) months from delivery of the Services in accordance with Clause 5 above, or as otherwise set out in the Agreement.
- 6.5 The warranties provided for in clause 6 are in addition to those implied or available under Applicable Law and will not be affected by Corbion's acceptance of the Services.

7. Remedies

- 7.1 If Supplier breaches its obligations under the Agreement or any of the warranties, upon prior notification to Supplier, Corbion may take any or all of the following remedial actions without prejudice to and in addition to any other rights or remedies available to Corbion, in law or equity or those specified herein:
- (a) request that Supplier reperforms the Services within a period to be stipulated by Corbion and free of charge;
  - (b) suspend or cancel any outstanding Orders; and
  - (c) source the Services from a third party, in which case (i) Supplier shall reimburse Corbion for all additional costs and (ii) if applicable, Supplier shall provide such third party at no cost with any licenses under Supplier's IP Rights to conclude the Services.
- 7.2 Waiver of any breach by Corbion will not constitute Corbion's waiver of any other breach of the same or any other provision.

8. Compliance & Audit

- 8.1 Supplier affirms that in connection with this Agreement, it complies Anti-Corruption Laws and will notify Corbion immediately if Supplier becomes aware of any matter that is in violation of Anti-Corruption Laws.
- 8.2 Supplier warrants that neither it nor any of its affiliates, shareholders, beneficial owners, officers, directors employees, agents, (sub)contractors or any other party controlling it or acting for or on its behalf, is a Restricted Person, is affiliated with a Restricted Person, or is acting for or on behalf of a Restricted Person.
- 8.3 No Party shall be obliged to take any action that is prohibited, restricted, penalized under, or may otherwise subject to Sanctions.
- 8.4 Corbion may at any time audit Supplier's and its subcontractors' premises, operations, facilities and procedures to confirm that Supplier complies with Applicable Laws. Supplier shall provide Corbion and its authorized representatives access to the such premises during normal working hours after giving reasonable notice to the Supplier.
- 8.5 Supplier shall adhere to the principles contained in Corbion's Supplier Code, found at [1418022-cor-supplier-code-vijf-talen\\_br\\_v3\\_764351.pdf \(corbion.com\)](#).

9. Intellectual Property Rights

- 9.1 Any IP Rights in Corbion's Confidential Information will remain with Corbion and nothing in this Agreement will be deemed to grant Supplier any license or right under Corbion's IP Rights.
- 9.2 Except for IP Rights vested in Supplier as set out below, all right, title and interest in and to the Deliverables vest in Corbion.
- 9.3 Corbion's ownership rights in Deliverables do not extent to Supplier's IP Rights that (i) pre-existed performance under the Agreement, (ii) are developed independently from performance under the Agreement or (iii) are used by Supplier but are not based on Corbion's IP Rights or Confidential Information.
- 9.4 Supplier grants (or will procure the grant) of a world-wide, irrevocable, non-exclusive, royalty-free, transferable license to Corbion and with the right to sub-license, to possess, use and modify any of Supplier's IP Rights



embodied in the Deliverables and the Services to the extent necessary for Corbion to enjoy the result of the Services.

9.5 Supplier will indemnify Corbion against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages arising from or incurred by reason of any direct, contributory or indirect infringement or alleged infringement of any IP Rights of a third party by the Deliverables and the Services.

#### 10. Confidential Information; Personal Data

10.1 The Parties acknowledge that while performing the Agreement each Party may obtain the other Party's Confidential Information. Confidential Information will remain the sole and exclusive property of the disclosing Party.

10.2 Neither Party shall (i) use the other Party's Confidential Information for any other purpose than the performance of the Agreement and (ii) disclose the other Party's Confidential Information to any other person than its officers, directors and employees who need to know the Confidential Information to enable the performance of the Agreement and who have been made aware of and agree to comply with these confidentiality obligations. Each Party, disclosing the other Party's Confidential Information to such person will be liable for any breach of the terms of this Agreement by any such persons.

10.3 Each Party will protect the Confidential Information against unauthorized access, use or disclosure with at least the same degree of care used to protect its own Confidential Information of a similar nature, but with not less than reasonable care.

10.4 If a disclosure of Confidential Information is required pursuant to a valid court order or an order of an authorized agency or administrative body, Parties (to the extent legally and practically possible) must promptly inform the other Party of the circumstances and nature of the information to be disclosed and give this Party a reasonable opportunity to limit or protect against such disclosure at the concerning Party's costs. Each Party will provide all information and assistance reasonably requested by the other Party in connection therewith. If a Party is nevertheless compelled to disclose any Confidential Information of the other Party, this Party must limit its disclosure only to that information which, in the reasonable opinion of counsel, is required under Applicable Laws.

10.5 Upon the expiration or termination for any reason of this Agreement, or upon a Party earlier written request, the other Party will promptly stop using the Confidential Information and will either destroy or return all Confidential Information (including copies and summaries thereof) and will confirm the same in writing. Each Party, however, (a) may keep one copy of the Confidential Information in the files of its legal department or outside counsel for the sole purpose of determining its legal obligations, and (b) will not be required to destroy or return archival computer backups maintained as part of its reasonable IT policy and containing further copies of the Confidential Information or any part thereof.

10.6 Supplier warrants to neither process any Personal Data for its own purpose nor to involve any subcontractors in processing any Personal Data without Corbion's prior written consent. Corbion may audit Supplier's compliance with the Applicable (privacy) Laws, including Supplier's obligation to take appropriate technical and organizational measures to protect the Personal Data involved. Supplier will contribute and cooperate with such an audit and will ensure that its subcontractors will also cooperate as determined reasonably necessary by Corbion. If Supplier provides Personal Data of any individuals to Corbion, Supplier represents and warrants that:

- (a) Personal Data disclosed by Supplier to Corbion has not and will not violate any person's right or Applicable (privacy) Laws, and, where applicable, consent has been obtained by the Supplier;
- (b) Corbion can lawfully collect, use, disclose and transfer such Personal Data further as set out in Corbion's Privacy Notice as may be amended from time to time, including all purposes under this Agreement.

10.7 The Parties agree that, if Supplier becomes a processor of Personal Data (as defined in the GDPR, LGPD and other applicable privacy legislation) on Corbion's behalf during the term of this Agreement, the Parties will in good faith negotiate and may enter into a more complete data processing agreement.

#### 11. Liability and Insurance

11.1 Without prejudice to Applicable Laws, Supplier shall, without any limitations, indemnify and hold harmless Corbion and any of its affiliates, for all liabilities, damages, costs, losses or expenses incurred by Corbion or its affiliates pursuant to Supplier's breach of the Agreement. Supplier shall, without any limitations, indemnify and hold harmless Corbion and any of its affiliates, for any claim made by a third party against Corbion or its affiliates in connection with the Services, including but without limitation to claims that such Services infringe a third party's IP Rights.

11.2 Supplier is responsible for the control and management of all of its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

- 11.3 Insurance. Without limiting the liability of Supplier under these Terms, Supplier shall procure and maintain the following: (i) commercial general liability insurance, including bodily injury and property damage liability, product liability, in an amount not less than EURO 1,000,000 combined single limit, per occurrence and EURO 2,000,000 aggregate for claims of bodily injury, including death and property damage that arise from acts, omissions or negligence of Supplier in its performance under the Agreement and (ii) Umbrella Coverage: Not less than EURO 5,000,000 per occurrence and in the aggregate.
- 13.4 Such insurance shall apply as primary and no other insurance shall be required to contribute to a loss covered thereunder. The insurance coverage required herein must be provided by an insurance company with a rating of at least "A" in Standard and Poor's Financial Strength Ratings (or a comparable rating by a comparable rating agency that issues such ratings on a regular basis) and be endorsed to provide 30 days written notice to Corbion of any cancellation or reduction in coverage. Certificates of insurance evidencing the required coverage and limits shall be furnished to Corbion annually. The coverage shall be maintained throughout the contract period and shall survive for 2 years following contract termination.
12. Termination
- 12.1 Without prejudice to its other rights and remedies, Corbion may terminate the Agreement by giving Supplier written notice taking immediate effect:
- (a) if Supplier breaches any warranties, obligations or other terms of the Agreement and (i) the breach has not been remedied within a period of seven (7) days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy;
  - (b) if Supplier's suspends payment or files or enters into bankruptcy, liquidates, closes its business, withdraws or cancels any necessary permits, has its property seized related to or necessary to perform under the Agreement (or if an event that is similar to or has the same effect as any of the matters set out in this sub-clause should occur in any jurisdiction in which the Supplier is based or conducts any part of its business); or
  - (c) if Supplier's or its ultimate parent company changes ownership.
- 12.2 If the Agreement is terminated, either in whole or in part, Corbion will pay Supplier only for Services satisfactorily performed under the Agreement, for obligations incurred prior to the effective date of the termination and for such additional amounts directly related to work performed by Supplier due to the termination, provided that the work or Deliverables were authorized in advance by Corbion, and subject to other provisions of this Agreement that may reduce or suspend payment.
- 12.3 Corbion may also terminate the Agreement for convenience, by providing Supplier with previous notice of thirty (30) days. In such case, Corbion will pay the Supplier only for Services satisfactorily performed under the Agreement up to the effective date of the termination;
- 12.4 If the Agreement is terminated for any reason, neither Party will be released from the payment of any sum outstanding and all indebtedness of one Party to the other Party will become due and payable and will be paid within five (5) days after termination;
- 12.5 Expiration or termination of the Agreement (in whole or part) will not affect clauses 1, 6, 7, 8, 9, 10, 11, 12, 14, 15 or any other clause expressed or designed to survive expiry or termination.
13. Force Majeure
- 13.1 A Party shall not be liable for delay, non-performance or part performance of the Agreement due to Force Majeure.
- 13.2 The Party claiming Force Majeure will inform the other Party as soon as commercially possible of Force Majeure (but not longer than five (5) days thereafter) and if the event of Force Majeure limits the provision of Services, Supplier will give Corbion the same priority for the provisions of Services as it does to other customers with written agreements.
- 13.3 If a Party claiming Force Majeure is unable to perform any of its obligations under the Agreement as a result of a Force Majeure event for more than thirty (30) days, a Party may terminate that Agreement, at any time and without any liability, by giving written notice to the other Party.
- 13.4 During any such delay or default by Supplier, Corbion may elect to (a) contract the Services elsewhere and, or (b) terminate any outstanding Orders.
- 13.5 The following events do not constitute a Force Majeure on the part of Supplier: Covid-19 pandemic and governmental measure related thereto, strike or non-performance by its suppliers or any of its subcontractors and the mere shortage of labor, materials, raw materials, ingredients, or public utilities, or strikes by its employees.
14. Miscellaneous



- 14.1 Neither Party may assign or transfer any rights or obligations arising under the Agreement to a third party without prior written consent of the other Party. Reasonable conditions may be attached to this consent. Notwithstanding the foregoing, either Party may assign the Agreement in part or in full to any of its affiliates without prior written consent of the other Party. Any transfer in violation of these restrictions is void.
- 14.2 If any provision in these Terms or the Agreement is declared invalid or is annulled based upon the Applicable Law, the remainder of these Terms and the Agreement remain valid and enforceable, and the Parties will negotiate in good faith a substitute clause, which reflects most closely the original intent of the Parties.
- 14.3 The Agreement may not be modified or amended, except by a written instrument signed and delivered by each Party. Unless otherwise explicitly agreed, the Agreement constitutes the entire agreement between the Parties with respect to the provision of Services.
- 14.4 Any delay or waiver by Corbion in exercising its rights under these Terms or the Agreement does not limit or restrict the future exercise or enforceability of those rights.
- 14.5 Nothing in this Agreement may be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being an independent contractor.
- 14.6 Section titles and captions are used for convenience only and are not to be used in attempting to construe any part of these Terms.
15. Governing law and jurisdiction
- 15.1 The formation, existence, performance, validity and all aspects whatsoever of all Agreements and these Terms will be governed by and construed in accordance with the laws of P.R. of China.
- 15.2 If a dispute arises relating to these Terms or the Agreement, the competent court of Bangkok, P.R. of China will have exclusive jurisdiction.

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