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**Article 1. Definitions**

In these standard Terms and Conditions the following words and expressions shall have the following meaning:

Terms and Conditions

These standard Terms and Conditions of Purchase.

Delivery

The delivery/supply/provision of goods, services or the completion of work as defined in the Agreement.

Delivery time

The agreed time of delivery.

Buyer

As the case may be, Signature Foods BV and all her subsidiaries which are: Signature Foods Belgium NV (Turnhout, B), Signature Foods Nederland BV (Losser, NL), Johma Salades Vastgoed BV (Losser, NL), Westland Salades BV (Den Haag, NL), Maga Foods Sp. z.o.o. (Dawidy, PL), Heksenkaas BV (Oldenzaal, NL), Kitchen on a Mission BV (Nieuw-Vennep, NL) and Topking Fingerfood BV (Schiedam, NL) have notified using these Terms and Conditions.

Supplier

The party with whom the Buyer has entered into an Agreement.

## Agreement

Any Agreement concerning a purchase by the Buyer and/or any related (juristic) acts between the Buyer and the Supplier and any Agreement, other (juristic) acts or non-contractual relationships arising or resulting therefrom, as well as any offer, invitation, quote, request and/or advice involving the Buyer and/or the Supplier.

### **Article 2. Applicability**

- 2.1 These Terms and Conditions shall apply on all Agreements.
- 2.2 By entering into an Agreement subject to these Terms and Conditions the Supplier accepts that these Terms and Conditions will also apply to any subsequent Agreements between the Supplier and the Buyer.
- 2.3 These Terms and Conditions shall apply to the exclusion of any terms and conditions of the Supplier, howsoever called.
- 2.4 If any of the provisions of these Terms and Conditions conflict with any of the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 2.5 If any of the provisions of the Agreement and/or the Terms and Conditions is held to be invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions of the Agreement and/or the Terms and Conditions shall remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

### **Article 3. Conclusion of the Agreement and amendments**

- 3.1 Each offer, invitation, quote and/or request by the Supplier shall be deemed to be irrevocable and unconditional.
- 3.2 The Buyer shall be bound by the Agreement only if and to the extent that the Buyer has accepted the Agreement in writing.
- 3.3 The Buyer shall be entitled at any time to change the scope and/or specifications of the Agreement items in consultation with the Supplier. Changes and Agreement variations must be agreed in writing.
- 3.4 As a rule, changes and additions shall not affect the agreed price or the agreed delivery time.
- 3.5 If the Supplier takes the view that a change will affect the agreed price and/or the time of delivery, the Supplier shall notify the Buyer in writing accordingly as soon as possible, but within 5 working days of being informed of the desired change, before implementing the change. If the Buyer is of the opinion that the effect of the change on the price and/or the delivery time is unreasonable, the parties shall consult with each other to resolve the matter. If such consultations do not result in agreement, the Supplier may not derive any rights from this and the Buyer does not assume any obligations as a result thereof other than those arising from the existing Agreement.
- 3.6 When Agreement items are delivered, provided or supplied that have not previously been delivered, provided or supplied to the Buyer – including Agreement items differing from Agreement items previously delivered, provided or supplied in terms of compositions or otherwise – the Supplier shall provide the Buyer free of charge with all relevant written documentation regarding safety, health, the environment and other (product) information, as well as user manuals and instruction guides before a Agreement is accepted or entered into.
- 3.7 The Supplier shall not have the right to suspend performance or the right to set off. The Supplier waives the right to terminate or cancel a Agreement without court intervention or to request a court to cancel or rescind a Agreement.

### **Article 4. Price, invoice and payment**

- 4.1 Prices stated in the Agreement are exclusive of VAT and include all costs and fees and, where applicable, all (excise) duties, levies and charges.
- 4.2 No increase in the Supplier's prices shall be permitted unless explicitly agreed in writing by the parties.
- 4.3 Price increases resulting from Agreement variations or from the delivery, provision or supply of additional Agreement items may be passed on to the Buyer only if and when expressly accepted by the Buyer in writing in advance. Samples required to assess the quality and suitability of Agreement items shall always be made available free of charge.
- 4.4 The Supplier shall submit to the Buyer an itemized and clear (digital) invoice specifying to which Agreement and delivery it relates. Furthermore the delivered quantity, unit price and order- and article number will be clearly specified. Deviations on invoices may lead to delay in payment, which is borne by the Supplier.
- 4.5 An invoice shall be issued after Delivery. Undisputed invoices shall be paid within 60 days of receipt of the invoice. Payment shall not release the Supplier from any warranty obligations and/or liability. Payment by the Buyer shall not constitute a waiver of any right.

### **Article 5. Delivery and performance**

- 5.1 All deliveries shall be made DDP (ICC incoterms 2010) to the delivery address, during the Buyer's normal business hours, or when indicated the blocktime, and in accordance with the Buyer's (additional) instructions.
- 5.2 The agreed Delivery Time is of the essence of the Agreement and binding.
- 5.3 The Supplier undertakes to obtain all such permits, licences and other documents, at its own expense, as are required for the Agreement items and their delivery, supply of provision, and the Supplier indemnifies the Buyer with respect thereto.
- 5.4 The Supplier shall be required, at the Buyer's request, to furnish the Buyer with a production or delivery schedule and/or to enable the Buyer to arrange for a progress check to be made.
- 5.5 If the Agreement items are part of a larger order, the Supplier shall make every effort and give every assistance to ensure that its Agreement items are compatible with other components and function properly in conjunction with items supplied by third parties, without any additional cost to the Buyer.
- 5.6 If the delivery time is likely to be exceeded, the Supplier shall notify the Buyer accordingly in writing without delay, stating the reason and the expected new delivery time. This shall not prejudice any rights the Buyer may have as a result of such failure to meet the delivery time.
- 5.7 In case of late delivery by the Supplier, the Buyer may, at its option:
  - Either terminate the Agreement without any notice of default and/or court intervention being required, in which case the Buyer shall have the right to claim full compensation. The Buyer shall never be liable for any loss or damage suffered by the Supplier as a result of this.
  - Or (except if the Supplier is affected by force majeure) charge a penalty, after giving notice of default, of one per cent (1%) of the value of the order for each week by which the Supplier exceeds the delivery time for the Agreement items, subject to a maximum of 10 per cent (10%) of the total purchase or Agreement price, without prejudice to the Buyer's right to claim full compensation for any costs incurred and any loss or damage suffered (including interest) by the Buyer as a result of this.

- 5.8 If the Buyer is reasonably unable to take delivery of Agreement items offered for delivery, the Supplier shall store the Agreement items at its expense and risk for a time to be agreed upon by the parties and in such a way as to ensure a correct and constant composition of the Agreement items and to preserve the required quality level. The Buyer does not accept any liability whatsoever for the consequences of its inability to take delivery of Agreement items offered for delivery.
- 5.9 Where the Agreement items involve the creation and/or completion of a work, the work shall include installation and assembly. After a work has been completed and put into use, the work shall be inspected and the Buyer shall prepare an inspection report. A work may be accepted by the Buyer only expressly and in writing.
- 5.10 Part delivery, delivery of larger or smaller quantities than the agreed quantities, and delivery at a date earlier than the agreed delivery time shall be permitted only with the Buyer's prior permission in writing. Early delivery and/or performance shall not affect the agreed time of payment. The risk of any items delivered in excess of the agreed quantity that are stored at the Buyer's location shall remain with the Supplier until agreement is reached as to what should be done with those items. All costs associated with the storage of quantities in excess of the agreed quantities shall be borne by the Supplier, except as otherwise agreed in writing.
- 5.11 In the case of delivery of bulk items, the quantity delivered shall be determined on the basis of measurements by the Buyer using calibrated measuring equipment designated by the Buyer and on the basis of standard reference tables.
- 5.12 The Agreement items shall remain at the Supplier's expense and risk until the delivery is complete.

#### **Article 6. Inspection**

- 6.1 The Buyer shall be entitled to inspect or arrange for the inspection of the Agreement items at any time during and/or prior to their processing, production, storage and/or transport or to inspect or arrange for the inspection of relevant documents, regardless of their location. The Supplier hereby authorizes the Buyer in advance to enter (or to instruct others to enter) the locations where the Agreement items are processed, produced, stored and/or transported. The Supplier shall cooperate with the inspection free of charge and reimburse (external) research by Buyer up to a maximum of € 1.000 (one thousand) per annum or proportional to the duration of the Agreement.
- 6.2 If, in the Buyer's opinion, it transpires after receipt and/or inspection that Agreement items do not meet the specifications set by the Buyer and/or agreed by the parties, the Buyer may reject all or any part of such Agreement items. The Buyer may, at its option:
- Return the Agreement items, entirely at the Supplier's expense and risk, and require redelivery of correct Agreement items, in which case the Buyer may claim compensation for any resulting loss;
  - Require that the defects discovered in the Agreement items be remedied, in which case the Buyer may claim compensation for any resulting loss;
  - Retain the Agreement items until the Supplier issues instructions on what to do with the rejected Agreement items;
  - Terminate the Agreement in whole or in part without any notice of default or court intervention being required, in which case the Buyer may claim compensation for any resulting loss. Any cost associated with this shall be borne by the Supplier.
- 6.3 If any part of the Agreement items is subject to inspection by or on behalf of public authorities, the Buyer may reject such part of the Agreement items if the approval and the inspection report by the authority in question is not submitted prior to delivery. Changes and/or improvements deemed necessary by a competent authority shall be made by and at the expense of the Supplier prior to delivery.
- 6.4 If Agreement items are rejected, the Buyer shall notify the Supplier accordingly, within a reasonable time.
- 6.5 Inspections and the findings of inspections may never be deemed to constitute an acknowledgement by the Buyer of the satisfactory quality of the Agreement items or conformity to the Agreement, and shall not release the Supplier from any responsibility or liability with respect thereto.

#### **Article 7. Quality and guarantees**

- 7.1 The Supplier warrants that it will perform its obligations under the Agreement and that the Agreement items meet and conform to the Agreement and the specifications, description(s), characteristics, features and requirements set out therein as well as the quality standards set by the Buyer, are suitable for the intended use and purpose, are of good quality and meet all applicable national and international industry-specific requirements, legislation and other government regulations (for those Buyers established in The Netherlands, including but not limited to the *Warenwet* ("the Act concerning Food and other Consumer Products"). In this respect the specifications provided for in the order, the specifications based on examples used by the Buyer and compliance with the provisions of all applicable rules and regulations are considered to be guaranteed properties.
- 7.2 The Supplier gives Buyer or an institute that is authorised by Buyer the right to conduct (either or not pre-announced) audits at all production sites. The frequency thereof is in the opinion of Buyer. The auditor will be granted access to all relevant areas and will be given insight in a.o. quality and complaint systems and CCP's. Supplier provides a responsible employee or representative to the auditor. Auditor is allowed to document deviations by taking photos. These pictures are only for documentation purposes. Buyer prefers that photos are taken under supervision of a responsible employee or representative of Supplier.
- 7.3 The Supplier warrants that the items conform to samples, models, appendices, schedules, drawings made available by the Buyer and/or to production or confirmation samples approved by the Buyer.
- 7.4 At Buyer's request Deliveries must be provided with certificates of analysis.
- 7.5 The Supplier guarantees the good and consistent quality of the items at all times and warrants that the items are free from structural defects, defective materials and defective workmanship and from defects or faults with respect to their nature, composition, contents or formula.
- 7.6 The Supplier shall remedy any defects or faults in Agreement items or supply replacement Agreement items at the Buyer's request, within a reasonable time determined by the Buyer. Repairs shall be made and replacement items shall be supplied at the Supplier's expense and risk.
- 7.7 Warranties in respect of goods shall commence on delivery and warranties in respect of services and/or works shall commence on acceptance or, as the case may be, completion. Completion shall not release the Supplier from its liabilities and obligations.
- 7.8 The Supplier and its employees, as well as third parties hired or engaged by the Supplier, shall comply with all statutory safety, health and environmental requirements and the like, and with any requirements and regulations imposed by the Buyer, which is guaranteed by the Supplier.
- 7.9 The Supplier warrants that the OECD Guidelines for Multinational Enterprises will be observed by the Supplier and by the third parties it hires or engages either directly or indirectly.
- 7.10 This Article shall apply by analogy to any parts, components, goods and/or work repaired or replaced by Supplier.
- 7.11 The Supplier guarantees the import, export and transit shipment of the Agreement items to the named place of destination.
- 7.12 If the Supplier is in breach or default of any of its obligations, the Supplier shall compensate the Buyer for any loss or damage suffered by the Buyer as a result thereof, including any consequential loss or damage or any loss or damage suffered by third parties. 'Loss or

damage' shall include any judicial and extrajudicial costs incurred or to be incurred by the Buyer in demanding, seeking, obtaining or enforcing specific performance of the Agreement.

7.13 The warranty period is 24 months and commences as provided in sub 7 , except as expressly otherwise agreed in writing.

7.14 In case the agreed upon shelf life or the shelf life mentioned on the product exceeds six months, the warranty period will be extended until the products have passed their shelf life. In accordance with article 7:23 of the Dutch Civil Code, the deadline within which inspections may be carried out and claims made is within due time of two months after delivery of the goods to the Buyer, if it is established in The Netherlands. The notification of the defaults suspends the warranty period. If defaults are discovered within the warranty period, the Supplier has to demonstrate that the products were not defective at the time of delivery.

#### **Article 8. Passing of ownership and risk**

8.1 Any transport to the Buyer concerning a delivery to the address as indicated by the Buyer, is at the Supplier's risk and expense.

8.2 The risk passes to the Buyer at the time of acceptance of the ordered goods at the place where the Buyer accepts the goods. The risk does not transfer to the Buyer in case the delivered goods are defective.

8.3 Any retention of title made by the Supplier is null and void.

8.4 If the Buyer makes a payment for the delivery completion of Agreement items, ownership of the items for which such payment is made and/or of parts, components or materials pertaining thereto that are already in the Buyer's possession shall pass to the Buyer at the time of payment. The Supplier shall be required to identify the items in question that are still in its possession and to mark them as the property of the Buyer.

#### **Article 9. Packaging and transport**

9.1 The Supplier shall package and secure the Agreement items in such a way as to ensure that they reach the delivery address in good condition and can be unloaded there safely. The transport is at the expense and risk of the Supplier, unless agreed otherwise.

9.2 Packaging costs shall be borne by the Supplier. Supplier will not charge deposit to Buyer. The Supplier shall be required to take back the packaging materials free of charge at the Buyer's request and, where appropriate, to dispose of or recycle them at its own expense.

9.3 The Supplier guarantees that the means of transport it uses for the transport of the Agreement items have been thoroughly cleaned to prevent soiling, contamination or loss of quality of items.

9.4 'Thoroughly cleaned' implies, as a minimum, that all national, international and supranational laws and regulations and other government requirements with respect to the cleaning of means of transport have been complied with. However, in view of the intended use and purpose of the items and the Buyer's business operations, a greater degree of care must be exercised when cleaning means of transport than that to be observed under the aforesaid laws, regulations and requirements.

#### **Article 10. Termination**

10.1 The Buyer shall be entitled to terminate the Agreement in whole or in part with immediate effect, without any notice of default or court intervention being required, without being liable for costs and/or any loss or damage, and without prejudice to the Buyer's right to claim compensation:

- if the Supplier is unable or unwilling to perform all or any of its obligations under the Agreement, or to perform them in a timely manner;
- if the Agreement items are rejected in whole or in part;
- if the Supplier applies for or obtains court protection from creditors (moratorium), if a petition is presented for the Supplier's winding-up or bankruptcy, if the Supplier becomes subject to an order for winding up or is declared bankrupt, if any of the Supplier's business assets or goods are seized or attached, if the Supplier's business is discontinued or liquidated, if the legal and/or effective control over the Supplier's business is transferred, or if any permits or licences are revoked;
- if any other circumstance arise which gives the Buyer reasonable cause to doubt that the Supplier will be able to continue performance of its obligations to the Buyer; and/or
- if the Buyer suspects that any of the above-mentioned circumstances has arisen or may arise.

10.2 In case of termination of the Agreement, the Buyer shall have the right to keep Agreement items already received, or to return such Agreement items to the Supplier at the Supplier's expense and risk, and to refuse any Agreement items subsequently presented for delivery. The Supplier is obliged to refund any payments made in respect of the Agreement to the Buyer without delay, after deducting the value of any Agreement items kept by the Buyer.

#### **Article 11. Damage and indemnity**

11.1 The Supplier shall be liable to the Buyer for any loss or damage suffered as a consequence of a breach of contract by or on the part of the Supplier.

11.2 The Supplier indemnifies, defends and holds the Buyer harmless from and against any claims for compensation by third parties.

11.3 Any penalty clause agreed between the Buyer and the Supplier in favour of the Buyer shall not affect the Buyer's right to claim (additional) compensation.

#### **Article 12. Force majeure**

12.1 Both the Supplier and the Buyer may claim force majeure. A party may claim force majeure if any failure or non-performance is due to circumstances beyond its control and the party in question is not liable or responsible for such failure or non-performance by law, was a result of any juristic act or according to generally accepted standards and practice. Failure by a third party to perform obligations to the Supplier or to perform such obligations in a timely manner shall not constitute force majeure. A party who claims force majeure shall notify the other party accordingly in writing, stating the circumstances giving rise to the force majeure event.

12.2 In case of force majeure, the necessary documentary evidence must be provided, and the other party shall be entitled to terminate the agreement by means of a written notice. The other party shall not be entitled to compensation.

#### **Article 13. Property and liability**

13.1 Any materials, such as raw materials, auxiliary materials, tools, drawings, specifications and/or software or any other matters ("Auxiliary Materials"), whether or not protected by intellectual property rights, made available by the Buyer to the Supplier for the

performance of the obligations shall remain the property of the Buyer. The Supplier shall keep such Auxiliary Materials separate from its own property or the property of third parties. The Supplier shall mark such materials as the property of the Buyer and shall ensure that these materials are kept in good state. The Supplier may use the Auxiliary Materials exclusively for the purpose of performing the Agreement entered into with the Buyer. The Supplier does not obtain any right relating to the Buyer's Auxiliary Materials.

- 13.2 At the time when materials of the Buyer, as referred to in the preceding paragraph, are incorporated into items belonging to the Supplier, a new item shall be deemed to have been created, the ownership of which shall be vested in the Buyer.
- 13.3 The Supplier warrants that the items are free from special obligations to and restrictions enforceable by third parties, such as but limited to liens and encumbrances.
- 13.4 The Supplier indemnifies, defends and holds the Buyer harmless from and against any claims by third parties with respect to any violation by the Supplier of the aforementioned provisions and shall compensate the Buyer for any loss or damage resulting therefrom. As soon as the ownership of the items has passed to the Buyer, the Buyer shall be entitled to dispose of, encumber, pledge or otherwise bring the items under the control of third parties in any form whatsoever.
- 13.5 The Buyer shall not be liable for any loss or damage suffered by the Supplier or third parties as a result of omissions or shortcomings on the part of the Buyer and/or its auxiliary persons (either in the Buyer's employ or otherwise), auxiliary items and/or the consequences thereof with respect to (the performance of) a Agreement, unless the loss or damage (or the breach of Agreement on the part of the Buyer) is the direct consequence of wilful intent or gross negligence on the part of the Buyer.
- 13.6 The Supplier warrants that the unrestricted and undisturbed use of the Agreement items does not infringe any intellectual or industrial property rights. The Supplier indemnifies, defends and holds the Buyer harmless from and against any claims by third parties and shall take responsibility for and pay any loss, damage or costs suffered or incurred by the Buyer.

#### **Article 14. Staff, wage tax and social security contributions**

- 14.1 The Supplier warrants that the staff it utilizes in performing the Agreement meet the requirements set by the Buyer, as well as the generally accepted standards of professional competence and expertise. The Supplier shall immediately replace members of staff by other suitable staff whenever requested by the Buyer on reasonable grounds, which shall in any case include a situation where the requirements referred to in the preceding sentence are not met.
- 14.2 The Supplier shall keep attendance records to the satisfaction of the Buyer with respect to all persons working at the Buyer's premises for the purposes of performing the Agreement. The Supplier shall be required to submit those records, as well as a copy thereof, to the Buyer at the latter's request.
- 14.3 The Supplier shall impose on all persons it assigns to work on the premises of the Buyer the obligation to carry a valid form of identification and to show such form of identification at the request of designated staff members of the Buyer, on submission of a copy.
- 14.4 The Buyer shall not be liable to make any payments under social security and tax legislation with respect to amounts to be paid to the Supplier. The Supplier shall be responsible for the timely payment of any social security and other contributions and advance contributions, for the deduction and timely remittance of wage tax and for the timely payment of VAT and all other taxes and/or levies. The Buyer reserves the right to make deductions from amounts payable to the Supplier where appropriate and to transfer the amounts so deducted to a blocked account (*G-rekening*) specified by the Supplier.

#### **Article 15. Subcontracting and sequential liability**

- 15.1 The Supplier shall include a clause in any contract it concludes with a subcontractor stipulating that the subcontractor in question waives all claims against the Buyer and must comply with all provisions applicable between the Buyer and the Supplier.
- 15.2 The Supplier shall take – or cooperate in taking – all such measures as the Buyer may deem necessary to limit the Buyer's liability in the context of the Netherlands Wages and Salaries Tax and Social Security Contributions (Liability of Contractors) Act as far as possible in case the Buyer is established in The Netherlands.
- 15.3 The Buyer established in The Netherlands reserves the right to make deductions from amounts payable to the Supplier where appropriate and to transfer the amounts so deducted to a blocked account (*G-rekening*) specified by the Supplier.

#### **Article 16. Publicity/power of attorney**

- 16.1 In the event of complaints by parties purchasing items from the Buyer that attract publicity in any way, the Supplier hereby irrevocably and unconditionally authorizes the Buyer in advance to take appropriate measures, also on behalf and at the expense of the Supplier, to avoid and/or limit such publicity.
- 16.2 The Buyer is entitled to delegate this authority to a party as referred to in Paragraph 1.

#### **Article 17. Non-disclosure**

- 17.1 The Supplier shall not disclose the existence, nature, contents or any other details of the Agreement without the Buyer's prior permission in writing. The Supplier shall also maintain strict confidentiality with respect to any information of which the Supplier becomes aware in the performance of the Agreement and which the Supplier should reasonably understand to be of a secret or confidential nature, unless such information must be disclosed to third parties for the purpose of performing the Agreement. The Supplier undertakes to impose this non-disclosure obligation on its employees and on third parties hired or engaged by the Supplier to perform the Agreement.
- 17.2 The Supplier shall not disclose the existence of the Agreement and/or its legal relationship with the Buyer to third parties in leaflets, brochures, advertisements or in any other way without the Buyer's prior permission in writing.
- 17.3 If any of the provisions of the preceding Paragraphs of this Article are not complied with, the Supplier shall forfeit a penalty, which shall be immediately due and payable, to the Buyer of €50.000 (fifty-thousand) for each instance of non-compliance plus a penalty of €5.000 (five-thousand) for each day that the non-compliance continues, without prejudice to the right of the Buyer to claim full compensation for any loss or damage suffered.

#### **Article 18. Insurance**

- 18.1 The Supplier shall take out appropriate insurance to cover its liability. In addition, the Supplier shall take out insurance to cover all items which the Supplier has received from the Buyer under the Agreement concluded with the Buyer against all risks and maintain such insurance for as long as such items are held by the Supplier. The Supplier shall have a right of recourse against the Buyer with respect thereto. The Supplier shall allow the Buyer to inspect all insurance policies in question. The Supplier shall furnish the Buyer with copies of such policies upon request.

**Article 19. Transfer of contract**

19.1 Without the Buyer's prior permission in writing, the Supplier shall not be permitted to subcontract (performance of) the Agreement to third parties or to transfer the Agreement or any part thereof to third parties.

**Article 20. Governing law and competent court**

20.1 All contracts shall be exclusively governed by the law of the country in which the contracting entity of the Buyer is based. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

20.2 Any disputes arising between the Buyer and the Supplier shall in the first instance be referred to the exclusive jurisdiction of the competent court in the court district in which the contracting entity of the Buyer is based. However, the Buyer shall be entitled at any time to submit a dispute to arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules.

**Article 21. Signature Foods Supplier Code**

21.1 The Buyer is part of the Signature Foods group of companies, that attaches great importance to Corporate Social Responsibility. Sustainable Supply Chain Management is an important part of this and we expect from our suppliers that they, in cooperation with us, concretely implement Corporate Social Responsibility and consequently support a more sustainable society.

21.2 Integrity and credibility are necessary objectives for a sustainable relationship with all the stakeholders. Obviously all relevant and applicable laws and rules are met. All business, commercial and financial information with regard to the Buyer is to be treated under strict confidentiality and may not be announced to third parties under any circumstances. Attempts to influence business decisions or other decisions in an illegal way are not acceptable.

21.3 The Buyer endorses the principles which underlies the Universal Statement of the Human Rights and also the basic principles of The International Labour Organization. Thus the labour circumstances must be in a safe and healthy working environment. Employees should be treated in a fair way in terms of reasonable working hours, periodic leave and payment for work that has been done. People are employed on a basis of equal opportunities irrespective of their race, colour of skin, gender, religion, degree of organization or nationality. Child labour, forced labour or slavery is not permitted in any way.

21.4 The Buyer aspires to reduce the effects of company processes on the environment as much as possible. The basic principle is to meet the most up-to-date requirements on standards with regard to the environment and to efficiently make use of available resources with minimum effects on the environment.

21.5 The Buyer encourages its suppliers to meet the internationally accepted standards and to work on innovative solutions with which a further push will be given to a more sustainable society.