

1. Scope

These purchasing conditions are based on all orders of Milupa Nutricia GmbH, Milupa GmbH (AT), Milupa SA, Nutricia GmbH (D and AT), Nutricia SA, Danone GmbH (D and AT), Danone SA, Danone Waters Deutschland GmbH and Evian-Volvic Suisse SA (hereafter „Danone “), unless otherwise agreed in individual written cases. They become part of the contract upon uncontradicted delivery of the ordered good and are effective to all further future deliveries.

2. Order and contract conclusion

2.1. Orders only shall be obligated if they have been placed in writing. Changes or additions to an order or individual service conditions require written confirmation by Danone to be valid.

2.2. If the order is not confirmed in writing by the supplier within a period of ten days, Danone is entitled to revoke the order before the supplier's declaration of acceptance has been received.

2.3 All invoices must be sent to Danone with the Danone purchase number, a precise description and the delivery address in the day of dispatch.

3. Prices and terms of payment

3.1. No invoices shall be attached to the delivery of goods, unless Danone expressly refers to this in writing in the order. Invoices must be issued at least in duplicate, whereby the second or further copy(s) must be clearly marked as such.

3.2. The supplier has a right of set-off or retention only in the case of counterclaims that have been legally established or are indisputable.

3.3. All prices include all fringe services (e.g. assembly etc.) and do not include the legally value-added tax. The legal value-added tax is to be shown separately.

3.4. The assignment of payment claims and/or delivery obligations of the supplier from this contractual relationship to third parties is only permitted with the prior written consent of the Danone company.

3.5. Unless the parties have particularly agreed otherwise, the contractual price is due for payment within 45 calendar days from completion of delivery and service (including any agreed acceptance) and reception of a proper invoice.

4. Confidentiality

All information (including work processes, quality and type of resources, plans, models, recipes and specifications) that we provide to the supplier shall remain our property and must be treated strictly confidentially. Such information must only be used for performing the order. This obligation shall be passed on to employees and preliminary suppliers.

5. Delivery and retention of title

5.1. Any delays in delivery which are foreseeable by the supplier must be notified to Danone in writing immediately, stating the reasons and the presumed duration of the delay.

5.2. In the case of a delay in delivery, Danone can demand a flat-rate default damage in the amount of 1.0% of the delivery value per completed week, but not more than 10% as a flat-rate. The supplier has the right to prove that no damage or minor damage has occurred. The right to assert further claims are reserved.

5.3. Delivery and dispatch are free of charge and at the supplier's risk and expense.

5.4. If the contract still provides for several partial deliveries, we may cancel the contract in whole or in part without the supplier being obliged to pay compensation.

5.5. Retentions of title by the supplier shall only apply insofar as they relate to the payment obligation for the respective ordered goods to which the supplier retains title. Danone does not accept extended or prolonged reservations of title.

6. Defect rights, warranty and statute of limitation

6.1. The supplier guarantees that his goods comply with the legal regulations in the country of delivery as well as with the agreed specifications at the time of delivery.

6.2. In accordance with the legal regulations, the supplier shall be liable for ensuring that the goods have the contractual quality at the time of transfer of risk.

6.3. There is no obligation to store the goods for the purpose of damage evaluation.

7. Copyrights / IP-rights

The supplier assures that the deliveries and services to Danone as well as their use are free of third party rights and in particular do not violate patent rights, copyrights and other protective rights of third parties. In case of culpable violation of third party rights, the supplier must indemnify Danone from all damages.

8. Condition / quality

The supplier guarantees that the goods or services have the specified qualities and that they do not have any defects that could impair their use, consumption or service. Furthermore, the supplier warrants that the delivered raw materials or finished goods comply with the legal regulations as well as with governmental regulations, in particular the current General Food Law Regulation, including directives and ordinances. If the goods to be supplied (non-food products) require marking with the CE mark and/or submission of an EC declaration of conformity in accordance with the provisions of the Equipment and Product Safety Act together with its regulations, these must be enclosed with the delivery.

9. Producer liability

9.1 If the supplier is responsible for a product damage, he must indemnify us from third party claims to the extent that the cause is within his area of control and organization and he himself is liable in the external relationship.

9.2 The supplier must take out and maintain product liability insurance with a flat-rate coverage of at least EUR 2.5 million per personal injury/property damage. As proof, the insurance policy must be presented to Danone on request.

10. Statute of limitation

Unless otherwise agreed, the limitation period for contractual claims for defects is 36 months from transfer of risk or acceptance.

11. Compliance

Both parties affirm that they comply with the principles and requirements of legal anti-corruption, data protection, confidentiality and antitrust laws and ensure that their subcontractors understand and apply them.

12. Prevention of accidents

12.1 The supplier is responsible for observing the applicable official safety regulations, in particular the accident prevention regulations of the commercial trade associations and the special factory safety regulations during delivery and, if applicable, assembly on Danone's factory premises, as far as these have been brought to his attention by general or special instructions.

12.2 Persons carrying out in fulfilment of the supply contract on Danone's company ground shall even observe the provisions of the company regulations in the currently valid version. Danone is only liable for accidents that occur to these persons on the Danone factory ground or its factory facilities in the case of intent and gross negligence.

13. Principles of sustainability

The supplier shall observe Danone's "Sustainability Principles" and inform employees and contractors of their content. Danone has the right to check compliance itself or through commissioned third parties during an audit. In case of substantial or repeated violations, Danone is entitled to cancel the contract without notice. The "Sustainability Principles" are available on the internet or will be made available on request.

14. Jurisdiction / Applicable Law

Place of jurisdiction is in each case the headquarter of the Danone company. The national law of the country in which the headquarter of the Danone company is located shall apply to these General Purchasing Conditions and the contractual relationship between us and the supplier, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.