

**1. Scope of application**

These terms and conditions of purchase form the basis of all orders placed by Milupa GmbH headquartered in Fulda (DE), Danone Deutschland GmbH, headquartered in Frankfurt (DE), Danone Österreich GmbH headquartered in Puch/ Hallein (AT) and Danone Schweiz AG headquartered in Zürich (CH), (hereinafter referred to as "Danone"), unless otherwise agreed in writing in individual cases. They shall become an integral part of the contract upon unopposed delivery of the ordered goods and shall apply to all future deliveries.

**2. Order and conclusion of contract**

2.1. Orders are only binding if they have been placed by us in writing. Changes or additions to an order or to individual performance conditions require written confirmation by Danone in order to be valid.

2.2. If the order is not confirmed in writing by the supplier within a period of 10 days, Danone shall be entitled to revoke the order before receipt of the supplier's declaration of acceptance.

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

**3. Prices and terms of payment**

3.1. No invoices shall be enclosed with the delivery of goods unless Danone expressly indicates this in writing in the order. Invoices shall be issued at least in duplicate, with the second or, if applicable, further copy(s) clearly marked as such. Value-added tax shall be shown separately.

3.2. The supplier shall only have a right of set-off or retention if counterclaims have been legally established or are undisputed.

3.3. All prices are inclusive of all ancillary services (e.g. assembly, etc.) plus statutory value-added tax. Statutory value-added tax shall be shown separately.

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

3.5. Unless the parties have expressly agreed otherwise, the agreed price shall be due for payment within 45 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice.

**4. Confidentiality and Data Privacy**

4.1. All information (including factory processes, quality and type of raw materials, plans, models, recipes, and specifications) and personal data that we provide to the supplier remains our property and must be treated strictly confidential. It may only be used for the execution of the order. This obligation must be passed on to employees and suppliers.

**5. Delivery and retention of title**

5.1. Danone must be notified immediately in writing of any foreseeable delays in delivery by the supplier, stating the reasons and the probable duration of the delay.

5.2. In the event of a delay in delivery, Danone may demand a lump-sum damage caused by the delay amounting to 1.0% of the delivery value per completed week, but no more than 10% as a lump-sum. The supplier has the right to prove that no damage or only a minor damage has occurred. We reserve the right to assert further claims.

5.3. Delivery and dispatch shall be carriage paid and at the risk and expense of the supplier. If express delivery is required due to delayed and/or incomplete dispatch of the goods, the supplier shall bear the additional costs incurred as a result.

5.4. If the contract provides for several partial deliveries, we may terminate the contract in whole or in part without the supplier being entitled to compensation.

5.5. The supplier's retention of title shall only apply insofar as it relates to the payment obligation for the respective ordered goods to which the supplier retains title. Extended or prolonged retentions of title shall not be recognized by Danone.

**6. Warranty rights, defects liability and statute of limitations**

6.1. The supplier guarantees that his goods at the time of delivery comply with the legal provisions applicable in the country of delivery and with the agreed specifications.

6.2. In accordance with statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk.

6.3. Irrespective of our duty to inspect, our complaint (notice of defects) shall in any case be deemed immediate and timely if it is sent off within 5 working days from discovery or, in the case of obvious defects, from delivery.

6.4. There is no obligation to store the goods for the purpose of damage assessment.

**7. Copyrights / IP rights**

7.1 The supplier assures that the deliveries and services to Danone and their use are free of third-party rights and, in particular, do not infringe any patent, copyright or other industrial property rights of third parties. In the event of a culpable infringement of the rights of third parties, the supplier must indemnify Danone from all damages.

**8. Condition / Quality**

8.1 The supplier guarantees that the goods or services have the specified properties and do not have any defects that could impair their use, consumption, or operation. Furthermore, the supplier assures the compliance of the delivered raw materials or finished goods with the respective valid legal provisions and official regulations, in particular the respective valid European food regulations, including directives and ordinances. If the goods to be delivered (non-food products) require marking with the CE mark and/or the submission of an EC declaration of conformity in accordance with the provisions of the Equipment and Product Safety Act and its ordinances, these must be enclosed with the delivery.

**9. Manufacturer's liability**

9.1 If the supplier is responsible for product damage, he shall indemnify us against claims by third parties if the cause lies within his sphere of control and organisation and he himself is externally liable.

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

**10. Statute of limitations**

Unless otherwise agreed, the limitation period for contractual claims based

on defects shall be 36 months from transfer of risk or acceptance.

**11. Compliance**

Both parties affirm that they will comply with the principles and requirements of the legal anti-corruption, privacy, confidentiality and antitrust provisions and ensure that their subcontractors understand and apply them. [www.danoneethicsline.com](http://www.danoneethicsline.com)

**12. Accident prevention**

12.1 The supplier shall be responsible for ensuring that the applicable official safety regulations, in particular the accident prevention regulations of the industrial trade associations and the special factory safety regulations, are observed during delivery and, if applicable, assembly in Danone's factory premises, insofar as these have been brought to the supplier's attention through general or special instructions.

12.2 Persons carrying out work within Danone's premises in fulfilment of the delivery contract shall be subject to the provisions of the current version of the company regulations. Danone shall only be liable for accidents that occur to these persons on the Danone factory premises or its factory facilities in the event of intent or gross negligence.

**13. Principles of sustainability**

The supplier shall comply with Danone's "Principles of Sustainability" and inform employees and contract partners of their content. Danone shall be entitled to check compliance itself or by third parties commissioned to do so during an audit. In the event of serious or repeated infringements, Danone is entitled to terminate the contract without notice. Our "Principles of Sustainability" are online on our homepage or can be provided on request.

**14. Jurisdiction / Applicable law**

Place of jurisdiction is the headquarters of Danone. These General Terms and Conditions of Purchase and the contractual relationship between Danone and the supplier shall be governed by the law of the country in which the headquarter of the Danone company is located to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods