



Terms & Conditions Of Purchase

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1. Definitions

In these Terms & Conditions of Purchase "T&Cs", the following words shall have the following meaning:

- **Affiliate:** Any entity, whether in corporate form or in another entity form of any kind (including, without limitation, partnerships, limited liability companies or joint venture) that controls, is controlled by, or is under common control with Solina. For the foregoing purposes, the term "control" shall mean either holding 50 percent or more of the outstanding voting securities, having the right to 50 percent or more of the profits, having the right in the event of dissolution to 50 percent or more of the assets or having the contractual power to elect a majority of the board of directors, board of managers or members of a similar governing body of the relevant entity or business operation,
- **Agreement:** any agreement – of which these T&Cs form an indivisible part – relating to the purchase by Solina of Products and/or Services from the Supplier in order of precedence (i) the Order, (ii) the Specifications, (iii) these T&Cs,
- **"Background IP"** means any Intellectual Property Rights conceived, created, acquired or developed by either Party before or independently from this Agreement.
- **Data Protection Legislation** means (i) the General Data Protection Regulation (GDPR) and (ii) any equivalent national or international Regulations applicable to this Agreement.
- **Designated Jurisdiction** When the Solina's registered office (i) is located in Belgium, France, Germany, Italy, Poland, Romania or Spain, the designated jurisdiction is the courts of Paris (France) having subject-matter jurisdiction (ii) is located in any other country, the designated jurisdiction is the courts of London having subject-matter jurisdiction.
- **Designated Law** When the Solina's registered office (i) is located in Belgium, France, Germany, Italy, Poland, Romania or Spain, the designated law is the law of France (ii) is located in any other country, the designated law is the law of England & Wales.
- **Foreground IP** means any Intellectual Property Rights conceived, created, acquired or developed by either Party pursuant to this Agreement.
- **Intellectual Property Rights:** all intellectual property rights and industrial property rights including but not limited to know-how, recipes, copyrights and all rights in the nature of copyright, database rights, design rights, model rights, patents, trademarks, domain names, corporate names or trade names and any other similar propriety rights that may subsist in any part of the world, together with all applications, renewals, extensions and revivals thereof, whether registered, unregistered, registrable or otherwise,
- **Order:** any purchase order made by Solina to the Supplier under these T&Cs,
- **Party:** Solina or the Supplier, jointly the "Parties",
- **Products:** any good, product, raw material, or packaging material which the Supplier supplies to Solina pursuant to the Agreement,
- **Services:** any service which the Supplier supplies to Solina pursuant to the Agreement,
- **Solina:** as the case may be any of Solina Group Services' Affiliates, placing an Order,
- **Specifications:** Solina's general specifications and specifications relating to the Products and/or descriptions of the Products, including food safety requirements and quality requirements. Specifications form an essential part of the Agreement.
- **Supplier:** the person, company or legal entity that is bound to supply the Products and/or Services under the Agreement.

2. Applicability

- 2.1. These T&Cs are deemed to be included with any Order placed by Solina and apply to all requests, offers, instructions, Orders and Agreements relating to the supply of Products and/or Services by the Supplier to Solina.

- 2.2. Both the explicit and implicit acceptance of an Order imply the acknowledgement and acceptance of the present T&Cs by the Supplier as part of the Agreement between Solina and the Supplier.
- 2.3. The general terms and conditions (by whatever name or in whatever form) of the Supplier do not apply to the Agreement concerning the supply of Products and/or Services by the Supplier to Solina, unless otherwise explicitly agreed in writing.

3. Orders and modifications of the order

- 3.1. Every offer, invitation and/or quotation made by the Supplier is irrevocable and unconditional, unless agreed otherwise in writing. The Agreement between Solina and the Supplier concerning the purchase and delivery of Products and/or Services comes into effect when confirmed in writing by Solina subject to the Supplier's acceptance of such Order in accordance with clause 3.2.
- 3.2. The Order shall be deemed to be accepted if the Supplier does not notify Solina otherwise within five (5) days from the date of the Order. If the confirmation of the Supplier differs from the Order, Solina shall not be bound by such confirmation.
- 3.3. Requests for prices and quotations by Solina are fully free of engagement. Cost estimates prepared by the Supplier prior to an Agreement being entered into shall in no event be charged separately.
- 3.4. The Supplier shall not modify any Specifications without the written consent or upon the written request of Solina. If the execution of the Agreement in accordance with these Specifications is impossible, the Supplier shall notify Solina thereof and shall propose effective modifications. Any other change in suppliers' business which impacts the assessment and approval (e.g., address change, change of production site, loss of a quality or food safety certificate etc.), the Supplier must notify Solina immediately. Solina will only be deemed to have accepted such proposed modifications if accepted in writing.
- 3.5. Unless explicitly agreed otherwise, Solina shall not be obliged to purchase any minimum of Products and/or Services. Forecasted volumes shall not be binding on Solina. Supplier shall ensure that its production capacity exceeds by 10% the forecasted volumes provided by Solina.

4. Prices & payment

- 4.1. The price stated in the Agreement and/or the Order includes all costs, such as transportation costs, insurance, packaging (material), foreign exchange risk, import duties etc. but excludes VAT.
- 4.2. Unless explicitly agreed otherwise in writing, the price stated in the Agreement and/or Order is fixed and unchanging.

- 4.3. Samples necessary to evaluate the quality and the fitness for a particular use of the Products shall in no event be charged to Solina.
- 4.4. After delivery of the Products and/or Services in accordance with clause 5, the Supplier shall send Solina an invoice (preferably in digital format) with the mandatory mentions and clear description of the Products and/or Services delivered.
- 4.5. Invoices are payable within 60 days of receipt. Payment by Solina does not release the Supplier from any guarantee and/or liability and shall in no way imply a waiver of any right.
- 4.6. Solina is entitled to set off against the Price any sums owed to Solina by the Supplier.

5. Delivery

- 5.1. All deliveries of Product by the Supplier shall be Delivered Duty Paid (DDP – Incoterms 2020) during Solina's customary business hours or – if indicated – during the block time provided for that purpose and with due observance of Solina's further instructions.
- 5.2. The agreed delivery time or period is binding. The Supplier shall supply the Products and/or Services to Solina on a priority basis.
- 5.3. The Supplier undertakes at its own expense to obtain all authorizations, permits and other documents required for the delivery and shall hold Solina harmless in this regard.
- 5.4. The Supplier shall notify Solina immediately in writing of an imminent delay of the agreed delivery date, including the reason for the imminent delay and an indication of the new delivery date. Such notification shall be without prejudice to the rights of Solina as a result of such delay.
- 5.5. In case of a late delivery by the Supplier, Solina may, at his sole discretion:
 - entitled to rescind the Agreement, without further notice of default and/or prior judicial intervention, whereby Solina has the possibility of claiming (integral) compensation. Solina shall under no circumstances be liable for any damages to the Supplier resulting from the rescission of the Agreement,
 - entitled, except in case of an event of force majeure, after notice of default, to lump sum damages of one and a half percent (1.5 %) of the value of the Agreement for every week that the Supplier is in breach of the completion of the Agreement, or with the delivery of the Products and/or Services. These lump sum damages are limited to ten percent (10 %) of the total purchase price, without prejudice to Solina's right to compensation of all costs, damages and interests effectively suffered by Solina which exceed the agreed lump sum damages, and/or
 - entitled to purchase the Products and/or Services from a third-party supplier and charge the Supplier with any loss or damages incurred as a consequence of such substitutions.

- 5.6. Partial deliveries and deliveries of more or less than the agreed quantities and delivery before the expiry of the agreed delivery period are only permitted with the prior written consent of Solina. Earlier delivery and/or performance does not lead to changes in the agreed time of payment. The risk regarding excess Products delivered and stored by Solina remains with the Supplier until an agreement is reached on what should be done with these Products. All costs related to the storage of the excess Products shall be at the expense of the Supplier, unless expressly agreed otherwise in writing
- 5.7. If Solina is unable to accept delivery of the Products, the Supplier will store the Products at Solina's expense, in such a way that the correct and consistent composition of the Products continues to be guaranteed, and the required standard of quality is maintained. Solina excludes any other liability resulting from the inability to accept delivery of the Products.
- 5.8. The Supplier is obliged to pack the Products properly in accordance with the requirements of transportation and use and where relevant, in accordance with the Specifications. The Supplier shall provide the data, the invoice and any other documents required by Solina (such as but not limited to product specifications, allergen information, certificates of analysis, certificates of conformity, material safety data sheets, and/or other quality related documents), and to comply with any instructions given. The delivery will be deemed to be incomplete in the absence of the abovementioned documents.
- 5.9. The Supplier is liable for all damages caused by inadequate packaging. A delivery is deemed complete when the Products and/or Services to be supplied have been delivered to the address indicated by Solina, in full compliance with the Agreement. The delivery shall be at the Supplier's risk until completion.

6. Non-conformity of delivery

- 6.1. A delivery of the Products and/or Services which does not comply with the requirements and Specifications, may be refused by Solina entirely or partially. For the avoidance of doubt, the Specifications prevail over any Supplier's specifications. In this respect, Solina reserves the right, at its discretion:
- to return the delivery and demand a new delivery, without prejudice to Solina's right to compensation. The return of the delivery shall take place entirely at the expense and risk of the Supplier,
 - to claim rectification of the defects found in the delivery, without prejudice to Solina's right to compensation. The costs of such rectification shall always be at Supplier's expense, or
 - to rescind of the Agreement partially or fully, without prejudice to Solina's right to compensation, without any further notice of default or prior judicial intervention being required. The costs associated with this shall at all times be at the Supplier's expense.
- 6.2. If Solina is of the opinion that (a part of) the delivery is not in conformity, Solina shall notify the Supplier thereof within a reasonable period after delivery.

- 6.3. Unless explicitly agreed otherwise in writing, the Supplier must inspect and test the quality and composition of the raw materials, semi-finished products, packaging and other items for processing or use supplied by Solina and shall notify Solina of any irregularities within three (3) days of receipt and before processing or use. The occurrence of an inspection (or the lack thereof) shall not release the Supplier of any of its obligations or liabilities under the Agreement between the Supplier and Solina.
- 6.4. Any part of the delivery subject to inspection by or on behalf of the authorities may be refused by Solina if the approval by the relevant authorities is not submitted before delivery. Any changes and/or improvements deemed necessary by the relevant authorities shall be carried out by and at the expense of Supplier prior to delivery.

7. Title and transfer of risk

- 7.1. Transport to the address indicated by Solina is at the expense and risk of the Supplier. The risk shall pass to Solina upon acceptance of the Products at the place where Solina takes possession of the Products. The risk shall not pass if the Products delivered are defective. For the avoidance of doubt, the transfer of risk provisions set out in this clause shall prevail over any conflicting risk transfer provisions under the applicable Incoterms.
- 7.2. Title to the Products shall transfer to Solina on delivery, except where payment is made before delivery, in which case title to the Products shall pass to Solina as soon as payment is made. The Supplier is obliged to mark the relevant Products as the property of Solina. Any retention of title by the Supplier is excluded.
- 7.3. In case Solina provides the Supplier with materials, such as raw materials, auxiliary materials, tools, drawings, specifications, recipes, and software, to be used for the fulfilment of the latter's obligations under the Agreement, these materials will remain the property of Solina. The Supplier will keep these materials separate from materials belonging to itself or to third parties. The Supplier will mark them as property of Solina. The Supplier may only use the aforementioned materials for the performance of the Agreement entered into with Solina.

8. Guaranties & warranties – compliance with applicable legislation

- 8.1. The Supplier guarantees that all Products and/or Services as well as all the corresponding documentation supplied under the Agreement:
- meet the agreed Specifications, description(s), properties, requirements, and the quality standards applied by Solina,
 - are suitable for their intended purpose and use by Solina,
 - not infringe any rights of third parties, including Intellectual Property Rights, and
 - are not expired, spoiled or otherwise unfit for use at the delivery date and will remain so for at least $\frac{3}{4}$ of the total shelf lifetime.

- 8.2. The Supplier guarantees that the Products correspond to samples, models, enclosures, drawings provided by the Supplier and/or production or confirmation samples approved by Solina.
- 8.3. The Supplier guarantees that the Products, their ingredients, components, substances, packaging and labelling, as well as their manufacture, processing, handling, storage, transport, importation, supply and intended use, shall at all times comply with:
- all applicable laws, regulations, mandatory standards, official guidance and requirements of any competent authority in each country or territory in which the Products or any of their ingredients or components are manufactured, processed, stored, transported, exported, imported, supplied, placed on the market or intended to be used, as identified in the relevant Agreement, Order, Specifications or otherwise notified by Solina to the Supplier before shipment (the “Applicable Requirements”), and
 - the specifications, policies, codes of practice and quality, food safety, environmental, health and safety standards communicated by Solina or otherwise expressly agreed between the Parties.
- 8.4. Without limiting the foregoing:
- for Products manufactured, supplied, marketed or used in the European Union or the European Economic Area, the Supplier shall comply with all applicable European Union and national legislation, including, where relevant, Regulation (EU) No 1169/2011 on the provision of food information to consumers, Regulation (EC) No 853/2004 on the hygiene of foodstuffs, Regulation (EC) No 178/2002 laying down the general principles and requirements of food law, Regulation (EC) No 1935/2004 on materials and articles intended to come into contact with food, Regulation (EC) No 1907/2006 (“REACH”) and Regulation (EC) No 1272/2008 (“CLP”), in each case as amended, replaced or supplemented from time to time,
 - for Products manufactured, supplied, marketed or used outside the European Union or the European Economic Area, the Supplier shall comply with all equivalent or otherwise applicable national, federal, state, provincial, regional and local requirements, including applicable food safety, chemical control, product registration, labelling, packaging, environmental and importation requirements, and where applicable to the Products or the Supplier’s facilities, the Supplier shall implement a documented risk-based food safety management system incorporating the principles of Hazard Analysis and Critical Control Points (“HACCP”) and comply with the latest applicable versions of the International Featured Standards (“IFS”), the BRCGS Global Standards, FSSC 22000 or any other equivalent standard specified by Solina. Upon request, the Supplier shall provide Solina with copies of its current certifications and the related audit reports or executive summaries.
- 8.5. The Supplier shall, at its own cost and before the Products are manufactured or shipped:
- obtain and maintain all registrations, notifications, approvals, authorizations, licenses and permits which the Supplier, as manufacturer, producer, formulator, processor, exporter or supplier, is required to obtain under the Applicable Requirements,
 - ensure that all substances contained in or released by the Products comply with all applicable chemical substance registration, notification, restriction and authorization requirements, including REACH and any equivalent chemical inventory or notification regime applicable in the relevant countries,
 - provide Solina, sufficiently in advance of the first shipment, with all information, data and documents necessary for Solina or any of its Affiliates to comply with any obligation imposed upon it as importer, downstream user, distributor, processor or person placing the Products on the market, and appoint, where required by the Applicable Requirements, an authorized representative, only representative, local representative or other competent person in the relevant jurisdiction.

- 8.6. All Products shall be properly classified, packaged, marked and labelled in accordance with the Applicable Requirements and in the language or languages required in each relevant country. The Supplier shall provide accurate and up-to-date labels, specifications, certificates of analysis, declarations of conformity, safety data sheets and transport documentation, as applicable.
- 8.7. The Supplier shall retain complete and accurate records demonstrating compliance for the period required by the Applicable Requirements and, in any event, for at least ten (10) years following the relevant delivery and shall provide such records to Solina promptly upon request.
- 8.8. If the Supplier fails to fulfil one of the aforementioned guarantees, the Supplier shall indemnify, keep harmless and defend Solina and its subsidiaries, its/their directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, lawsuits, judgements, costs, expenses, fines, penalties, and liabilities of whatsoever kind and nature which it/they may incur, become responsible for, or pay out.
- 8.9. If the Supplier decides to stop the supply of an item/ingredient/material this needs to be with a prior written warning not less than 12 months before the effective date of taking the item/ingredient/material out of his portfolio.

9. Recall

- 9.1. Where either Party reasonably suspects that Product may be non-compliant or generally defective in such a way that a prudent supplier or retailer would either: (i) implement a general recall of all such Product sold (a "Product Recall"), or (ii) provide customers with a replacement part or give special advice (a "Public Safety Notice"), that Party will promptly inform the other of the relevant circumstances. Upon either Party giving or receiving such information, The Supplier shall investigate the alleged defect thoroughly (including, if required by Solina, appointing independent experts) at the Supplier own cost, and present to Solina all findings of such investigation(s) as soon as possible.
- 9.2. If Solina believes that a Product Recall or Public Safety Notice is necessary, the Parties will take such steps as are necessary to implement such Product Recall or issue a Public Safety Notice. The Supplier will pay all direct and indirect costs of such Product Recall or Public Safety Notice, including without limitation the costs of storing and transporting such Product, the replacement of the Product, all labor costs, transportation expenses and third-party claims.
- 9.3. Where, following the receipt of the findings of the Supplier investigation, Solina do not believe that a Product Recall or Public Safety Notice is necessary, Solina may nevertheless (and without prejudice to any of its other rights under this Agreement) choose to stop selling the Product and to return any unsold Product to the Supplier by treating such Product as if they are rejected and Solina will be entitled to a refund of any sum paid in respect of such returned Product.
- 9.4. The Supplier shall retain all batch records and product information pertaining to the recalled or withdrawn Product and shall make these available to Solina within twelve (12) hours of notification of the Product Recall or Public Safety Notice. With respect to Product, the minimum warranty period is two (2) year from delivery thereof provided that such warranty shall not extend the agreed shelf life of the Products. This shall be without prejudice to the Supplier's liability for defects, non-conformities or breaches of its contractual obligations existing at the time of delivery.

10. Liability and Insurance

- 10.1. The Supplier shall maintain appropriate insurance policies with reputable insurance companies against all risks in connection with this Agreement, and at a minimum (a) a public liability insurance with a limit of at least €10,000,000 per claim, (b) a product liability insurance with a limit of at least €5,000,000 per claim and (iii) employer's liability insurance with a limit of at least €5,000,000. The Supplier must provide Solina with corresponding certificates of insurance on request. In any event, the insurance cap in the insurance policy shall never constitute Solina's approval to waive the Supplier's liability above those amounts, or any limitation of liability whatsoever.

11. Intellectual Property Rights

- 11.1. Each Party shall retain ownership of its Background IP.
- 11.2. All right and title to, and any interest in, any and all Foreground IP shall vest and remain vested in Solina. To the extent that any Foreground IP is capable of prospective assignment, the Supplier now assigns that Foreground IP to Solina, and to the extent that any Foreground IP cannot be prospectively assigned, the Supplier shall assign such Foreground IP as and when that Foreground IP is created.
- 11.3. The Supplier hereby grants to Solina a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable and sublicensable license to use, reproduce, manufacture, have manufactured, modify, adapt, develop, improve, incorporate, distribute, market, sell and otherwise commercially exploit the Supplier's Background IP, to the extent necessary or reasonably useful for the use, manufacture, processing, modification, development, integration, distribution, marketing, sale or other commercial exploitation of the Products and/or Services and/or Foreground IP. Such license shall include the right for Solina to grant sublicenses to its Affiliates, customers, subcontractors and other third parties involved in the manufacture, development, distribution or commercial exploitation of the Products and/or Services and/or Foreground IP, without requiring any further consent from the Supplier. The Supplier acknowledges and agrees that the license granted under this Article shall survive the expiration or termination of the Agreement for any reason and shall remain valid without any additional payment or compensation to the Supplier.
- 11.4. The Supplier represents and warrants that the supply, receipt and use of the Product and/or Services will not infringe the Intellectual Property Rights of any third party.

12. Confidentiality & information security

- 12.1. The Supplier will treat the existence, nature, and contents of the Agreement as of a confidential nature and will not disclose anything relating to it without Solina's prior written consent. The Supplier undertakes to keep secret all matters of which the Supplier becomes aware during the performance of the Agreement and of which the Supplier can reasonably assume that they are secret or confidential unless these matters must be disclosed to third parties for the performance of the Agreement. The Supplier undertakes to impose this duty of confidentiality on its employees and on third parties it involves in the performance of the Agreement.
- 12.2. Upon termination of the Agreement, the Supplier shall promptly return to Solina all documents (including electronic data) and materials received from Solina.
- 12.3. The confidentiality obligation as stipulated in the present clause shall continue to apply for a period of five (5) years after the end of the Agreement.
- 12.4. The Supplier shall implement and maintain appropriate technical and organizational security measures consistent with applicable laws, recognized industry standards and the nature of the Products and/or Services provided under the Agreement.
- 12.5. The Supplier shall notify Solina without undue delay, and in any event within twenty-four (24) hours after becoming aware of, any actual or reasonably suspected security incident affecting Solina's systems, data, confidential information or the performance of the Agreement.
- 12.6. The Supplier shall promptly investigate any such incident, take all appropriate mitigation and remediation measures and provide Solina with all information and reasonable assistance required to assess, contain and remediate the incident and comply with any applicable legal or regulatory obligations.

13. Termination

- 13.1. Solina may terminate an Agreement and or Order (in whole or in part) without cause at any time by giving at least one month' prior written notice.
- 13.2. Solina may immediately terminate this Agreement and/or any Order by written notice to the Supplier if:
 - a) the Supplier commits any breach of this Agreement and/or any Order and, in the case of a breach capable of remedy, fails to remedy it within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied, or
 - b) the Supplier goes into administration (or if an individual is declared bankrupt), makes any arrangements with its creditors, has a receiver, administrator or liquidator appointed over any of its assets (or its parent company's assets), or is the subject of an administration or winding up order.

- 13.3. The termination of an Agreement shall not imply termination of the remaining Order(s) and shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination. In case of early termination of an Agreement or Order, Solina is only obliged to pay the Supplier the pro rata price for the delivered Products and/or Services and only insofar as the delivered Products are actually of use to Solina, all of this without prejudice to Solina's right to compensation.
- 13.4. Any provision which by its nature is intended to survive termination shall continue to apply.

14. Transfer and setoff

- 14.1. The Supplier can only transfer (an obligation under) the Agreement to a third party upon prior written consent by Solina. Solina may assign and/or transfer all or any of its rights or obligations under the Agreements and/or these T&Cs and the Supplier hereby gives its consent to such assignment and/or transfer.
- 14.2. Solina is entitled to offset its debts vis-à-vis the Supplier against its receivables vis-à-vis the Supplier or its affiliates, whether due. The Supplier is only entitled to any setoff following prior written consent of Solina.

15. Severability

- 15.1. If at any time any provision under these T&Cs is or becomes illegal, invalid, or unenforceable in any respect under any law of any jurisdiction, the legality, validity, and enforceability of such provision under the laws of any other jurisdiction, or of the remaining provisions hereof, shall not be affected thereby. The Parties hereto shall negotiate in good faith to agree an amendment to the provision, which is legal, valid, and enforceable so that the amended provision has an effect which is equivalent to the intended effect of the original provision.

16. Personal Data:

- 16.1. The Parties agree that in connection with the processing of personal data in relation to this Agreement, each Party is an independent controller. Both Parties shall comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Agreement.

17. Force Majeure

- 17.1. In case of force majeure, both the Supplier and Solina are entitled to suspend the Agreement.
- 17.2. For reasons of clarity, the following are considered to be representative but not limited cases of force majeure: circumstances beyond the reasonable control of either Party, other than financial, which shall include without limitation fire, flood, earthquake or other casualty, the outbreak of a pandemic, war and other violence, power shortage, physical obstacles of atmospheric conditions or any other cause beyond the control of either Party.
- 17.3. The Party that invokes an event of force majeure will notify the other Party of the reasons, the circumstances and any known impacts thereof which impede the good execution of the Agreement between the Parties and the probable duration of the force majeure situation.
- 17.4. If a force majeure event lasts for either more than thirty (30) consecutive business days, or more than thirty (30) business days within a period of ninety (90) calendar days and prevents a Party from performing its obligations under this Agreement, the other Party will have the right to terminate the Agreement upon written notice to the other Party, without any indemnification obligation.

18. Compliance

- 18.1. The Supplier shall, and shall procure that any associated persons shall:
 - a) comply with the Solina Policies and Regulations (Relevant Requirements),
 - b) has complied with all applicable import and export and related Regulations of Solina's territory and of any foreign nation from which the Product may originate, and will comply with any hold or other order or direction issued by any competent authority or regulatory body,

- c) has all licenses, permits and registrations that are necessary to manufacture, sell or deliver the Product,
 - d) not engage in any activity, practice or conduct which would constitute an offence under anti-bribery or anti-corruption applicable legislation,
 - e) have and maintain in place its own policies and procedures in relation to bribery, modern slavery and financial crimes, and international sanctions and
 - f) does not, and its shareholders, management personnel, employees or associated third parties (including subcontractors) do not, appear on any global sanctions lists published by a governmental entity. Including the U.S., E.U., U.K. U.N and comply with any and all applicable sanctions, restrictions and/or prohibitions on commercial or other transactions (under statute, regulation, rule or rulings published from time to time).
 - g) promptly notify Solina via email (legalcompliance@solina.com) upon becoming aware of any breaches or non-compliance.
- 18.2. This Agreement shall be subject to and the Supplier shall adhere to Solina Supplier's Code of Conduct (Version 3 Effective August 2026) available at https://www.solina.com/app/uploads/2026/07/20260715_Solina_Supplier_Code_of_Conduct.pdf as reasonably amended from time to time by Solina and notified to the Supplier in writing.
- 18.3. The Supplier shall ensure that any person under its control (direct or indirect) associate with the Agreement and its Orders does so only based on a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in the present clause (Relevant Terms). The Supplier shall be responsible for the observance and performance by such people of the Relevant Terms and shall be directly liable to Solina for any breach by such people of any of the Relevant Terms.
- 18.4. Breach of any of the undertakings in the present article shall be deemed to be irremediable.

19. Applicable law and choice of forum

- 19.1. To the fullest extent permitted by applicable law, the Agreement, including its formation, validity, interpretation, performance, termination and any contractual or non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with:
- a) the laws of the country in which both Parties have their respective registered offices, provided that both Parties have their registered offices in the same country; or
 - b) the Designated Law, as defined in these T&Cs, where the Parties have their respective registered offices in different countries.

- 19.2. To the fullest extent permitted by applicable law, the Parties irrevocably agree that any dispute, controversy or claim arising out of or in connection with the Agreement, including any question relating to its existence, validity, interpretation, performance, breach or termination, and any non-contractual dispute or claim, shall be submitted to the exclusive jurisdiction of:
- a) the competent courts having subject-matter jurisdiction within the territorial jurisdiction of Solina's registered office, where both Parties have their respective registered offices in the same country; or
 - b) the Designated Jurisdiction, as defined in these T&Cs, where the Parties have their respective registered offices in different countries.
- 19.3. By exception to clauses 19.1 and 19.2 above, where, and only to the extent that, the Parties are not permitted under applicable mandatory laws or rules of jurisdiction to derogate from the applicable law and/or from the competent courts, the relevant matter or dispute shall be governed by the laws of Solina's registered office country and shall be submitted to the exclusive jurisdiction of the competent court(s) having subject-matter jurisdiction within the territorial jurisdiction of Solina's registered office.
- 19.4. For the avoidance of doubt, any mandatory provisions of applicable law which cannot be derogated from by agreement between the Parties shall remain unaffected. The invalidity or unenforceability of any part of this clause shall not affect the validity or enforceability of the remaining provisions, which shall continue to apply to the fullest extent permitted by law.

20. Audit Rights

- 20.1. Upon reasonable prior notice, Solina or an independent third party appointed by Solina shall be entitled to audit the Supplier's compliance with its obligations under the Agreement, including in relation to quality, food safety, regulatory compliance, traceability, information security and compliance requirements.
- 20.2. Solina shall, where reasonably practicable, first request relevant documents and information before conducting an on-site audit.
- 20.3. On-site audits shall be conducted during normal business hours and in a manner that does not unreasonably disrupt the Supplier's operations. The Supplier may protect information unrelated to the Agreement and information subject to third-party confidentiality obligations, provided that this does not prevent Solina from verifying compliance with the Agreement.
- 20.4. The foregoing limitations shall not apply where an audit is reasonably required following a material breach, regulatory request, Product Recall, serious quality or safety incident or other emergency.

21. Translations

- 21.1. The English text of these T&Cs shall prevail over any other translation of this text.