GENERAL TERMS & CONDITIONS OF PURCHASE

1. Definitions

In these General Purchase Conditions, 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 General Terms and Conditions of Purchase 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 General Terms and Conditions, (iv) the Appendices to the General terms and Conditions;
- **Appendix**: all appendices that are attached of these General Terms and Conditions of Purchase and which form integral part thereof;
- **Products**: any good, product, raw material, or packaging material which the Supplier supplies to Solina pursuant to the 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 General Purchase Conditions;
- **Party**: Solina or the Supplier, jointly the "Parties";
- **Services**: any service which the Supplier supplies to Solina pursuant to the Agreement;
- **Solina**: as the case may be, SOLINA holding or any of its 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 General Purchase Conditions shall be included with any Order placed by Solina and shall 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 General Purchase Conditions (including its Appendices) 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.
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. Solina is authorized to modify, in consultation with the Supplier, the quantity and/or quality of the Products and/or Services to be supplied at any time. All modifications must be agreed in writing.
3.6. The modifications and the additions to the Agreement will not in any case result in an increase of the agreed price or an extension of the agreed delivery time or period, unless otherwise agreed by Solina in writing.
3.7. If the Supplier is of the opinion that a modification will have consequences for the agreed price and/or delivery time or period, he must inform Solina thereof in writing within five (5) business days after the notification of the proposed modification. Otherwise, the Supplier is deemed to have accepted the modifications at the initial price and delivery time or period. If Solina estimates that the consequences for the price and/or delivery time or period are unreasonable, the Parties will use their best efforts to reach a mutual agreement. In case the Parties fail to reach such mutual agreement, the Supplier shall not be entitled to any rights, nor shall Solina have any obligations other than those resulting from the existing Agreement.
3.8. 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 that its production capacity exceeds by 10% the forecasted volumes provided by Solina.

4. Prices & payment

4.1. Unless explicitly agreed otherwise in writing, 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. The prices of the Supplier cannot be increased unilaterally, unless explicitly agreed otherwise in writing. The Supplier is obliged to inform Solina of any change of price at least ninety (90) days before implementation.

4.4. General price increases or price increases resulting from additional work or additional deliveries can only be charged to Solina if explicitly accepted by Solina in writing. Samples necessary to evaluate the quality and the fitness for a particular use of the Products shall in no event be charged to Solina.

4.5. 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 legally obligatory mentions and clear description of the Products and/or Services delivered.

4.6. Invoices are payable within 60 days of receipt. Payment by Solina does not release the Supplier from any guarantee and/or liability cf. clauses 8 and 9. Payment by Solina shall in no way imply a waiver of any right.

5. Delivery

5.1. All deliveries by the Supplier shall be Delivered Duty Paid (DDP – Incoterms 2020) (unless otherwise agreed in writing) 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, unless otherwise agreed in writing.

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 is:

- 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 as foreseen under clause 16, 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. The Parties agree that the lump sum damages are reasonable, and a genuine pre-estimate of the damages suffered, and are not to be considered as a conventional fine; 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. Partial delivery and delivery of more or less than the agreed quantities, and delivery more than seven (7) days prior to the expiry of the agreed delivery time or period, will only be accepted if prior written consent is obtained from Solina.

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 Appendices 2 and 3 to these General Terms and Conditions. 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. The Supplier is liable for all damages caused by inadequate packaging.

5.9. 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.

5.10. Volume commitment: "Solina will provide estimated product volumes upon signing the order. A volume estimate is the estimated requirement of product that Solina expects to purchase from the supplier during the agreed period of time stated in the agreement. The estimated product volumes are under no circumstance binding. Solina undertakes to notify the supplier of any change in estimated product volume within a reasonable period prior to delivery of the product, and at the latest 30 days before the scheduled delivery date. The supplier guarantees the unlimited delivery of the product. The supplier is obliged to inform Solina without delay and in writing if any circumstances arise or if the supplier becomes aware of any circumstances which may result in the inability to meet the conditions or delivery period set out in the order in accordance with the agreed quality and/or volume. The fulfillment of this obligation is without prejudice to all rights that accrue to Solina in such a case. If the supplier fails to meet the delivery period stipulated in the order or the reasonably timely delivery in accordance with the agreed quality and/or volume, Solina shall be entitled e.g. through a purchase from third parties or by other useful measures, to guarantee that the product which is not delivered by the supplier on time or in accordance with the agreed quality and/or volume will be made available to Solina without delay. Solina thereby has de right to offset the resulting costs against any outstanding payments to the supplier. The above provision does not entail any aggravation, limitation or impairment in any other way of any legal remedies of Solina due to late delivery and/or non-conformity of delivery."
Pricing: "Should the supplier during the term of the order reduce its selling, list or market price for a product of equal quality and quantity, Solina shall receive the benefit of the lower price on all products while the lower price is in

effect. Prices include all manufacturing and packaging costs. The inclusion of the loading, transportation and unloading of the product into the prices will depend on the agreed ICC Incoterm."

6. Non-conformity of delivery

6.1. A delivery of the Products and/or Services which, in the opinion of Solina, does not comply with the requirements and Specifications set and/or agreed upon by Solina, 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 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.

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 and, in the absence of specific alternative agreements in this regard, meet the Specifications, properties and requirements set out for these Products in the international trade;
- not infringe any rights of third parties, including Intellectual Property Rights of such third parties; and
- have not perished at the delivery date and will remain so for at least ¾ of the total shelf lifetime, unless explicitly agreed otherwise in writing.

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 and the corresponding documentation comply with all requirements (including, without limitation, all health, safety and design requirements) of all applicable Directives and Regulations of the European Parliament and of the Council of the European Union that apply to the Products purchased under the respective Agreement (for example Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers and Regulation (EC) No 852/2004 of the European Parliament and of the Council of 29 April 2004 on the hygiene of foodstuffs) and all relevant statutory provisions in the country of manufacture and/or destination with regard to, amongst others, quality, environment, safety, labelling and health, including, but not limited to, the International Food Standards (IFS), the British Retail Consortium Global Standards (BRC) and H.A.C.C.P. The Supplier also has the obligation to fulfil the REACH specifications as foreseen in Regulation EC/1907/2006 for all chemicals and/or all Products containing chemicals supplied by the Supplier under the respective Agreement. Finally, the Supplier is responsible for obtaining the regulatory registration and/or notification of all chemical components of the Products it supplies to Solina. Registration must be made in all countries in which the materials are produced and/or transformed as in the countries to which the Supplier ships the products for use in Solina's and/or its affiliated manufacturing locations. The Products must be EEC-registered prior shipment to Belgium or any other country of the EEC. All hazardous and/or dangerous Products must be clearly marked (international danger symbols, the name of the materials in English, class, packaging, group, etc.) labelled and adequately packed.

8.4. The supplier gives Solina or a body authorized by Solina the right to carry out audits (announced or otherwise) at all production locations of the Supplier. The auditor will be granted access by the Supplier to all relevant areas and will be provided with insight into quality and complaint systems, among other things. During these site visits, the auditor may make all observations that are necessary or useful, including taking photographs to document certain deviations.

8.5. The Supplier guarantees that the Products will be of good and consistent quality at all times and will have no construction, material nor manufacturing faults, nor any faults or defects in their nature, composition, content, or formulation.

8.6. The Supplier is obliged to replace the defective Products within a reasonable period, at its own expense and risk, or to render additional Services in order to

still supply Products and/or Services which correspond to the specifications, properties, and requirements, this without prejudice to Solina's other rights.

8.7. The Supplier undertakes to bear the financial consequences of a recall by Solina of the delivered Products, even if such Products have been incorporated into other goods by Solina, pro rata its responsibility.

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. Indemnity & liability

9.1. The Supplier is liable to Solina for all damages (including consequential and indirect damages) resulting from an attributable shortcoming of or for the account of the Supplier.

9.2. The Supplier indemnifies Solina against all claims from third parties for compensation of damages related to the execution this Agreement and/or the Products and Services.

9.3. Any liquidated damages clause agreed upon between the Supplier and Solina in favor of Solina shall not affect Solina's right to claim additional damages.

9.4. Solina is not liable for any damages suffered by the Supplier or third parties as a result of shortcomings on the part of Solina and/or its (non-subordinate) auxiliary persons, auxiliary resources and/or the consequences thereof in the performance of the Agreement, unless the damages (or the attributable shortcoming on the part of Solina) are the direct result of intentional acts or gross negligence on the part of Solina.

10. Insurance

10.1. The Supplier must, at its own expense, insure itself for a minimum amount of ten (10) million EUR and keep itself insured against its liability – in the widest sense of the word – vis-à-vis Solina and third parties (including, but not restricted to the insurance of all goods and materials received from Solina under the Agreement against all possible damages). The Supplier will present the policy concerned for inspection when requested to do so by Solina.

10.2. Solina has the right to demand that it be named in the policy or policies as co-insured principal and also as beneficiary and it should be stipulated that the insurers are entitled to directly compensate Solina and/or third parties it indicates. The Supplier is obliged, when Solina so requests, to hand over the insurance policy/policies along with the proof that the corresponding insurance premiums have been paid.

11. Intellectual Property Rights

11.1. If Solina makes materials available to the Supplier, such as raw materials, auxiliary materials, tools, drawings, Specifications and/or software or other items, whether or not protected by Intellectual Property Rights, for the fulfilment of the

Supplier's obligations under the Agreement, these materials will remain the sole and exclusive property of Solina. Soline shall be the sole and exclusive owner of all improvements, revision or modifications of Specifications and Solina's Intellectual Property Rights made by Solina and/or Supplier ("Improvements"). To the extent necessary for the exploitation of any Improvement, Supplier will grant Solina a non-exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sub-license of suppliers pre-existing Intellectual Property Rights.

11.2. The Supplier will keep Solina's materials separate from the items belonging to itself or to third parties. The Supplier will keep these materials – which the Supplier must clearly indicate as being Solina's property – in good condition. The Supplier will bear all the risks involved until the aforementioned materials have been returned to Solina. The Supplier will only use the aforementioned materials for the fulfilment of the Agreement.

11.3. The Supplier will not infringe any Intellectual Property Right of Solina. Supplier shall indemnify Solina and hold Solina harmless from and against all claims and lawsuits for infringement of Intellectual Property Rights or based on unfair competition that result from the possession or use of the Products by Solina.

11.4. The Supplier shall not use the name, trademarks, trade names or any of Solina's Intellectual Property Rights in advertisements, other publications or for other purposes without the Solina's prior written consent.

11.5. The Supplier accepts that it is sufficiently paid for any and all transfers of Intellectual Property Rights provided for under this clause 11 and that such consideration is included in the agreed price for the Product and/or Services.

12. Confidentiality

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. The Supplier is not entitled to disclose the existence of the Agreement and/or the legal relationship with Solina to third parties in brochures, advertisements or in any other way without Solina's prior written consent.

12.3. In the event that the provisions of this clause 12 are violated, the Supplier will be liable to pay Solina, on its behalf and immediately due and payable, a penalty of 50,000 (fifty thousand) EUR for each violation, to be increased by a penalty of 5,000 (five thousand) EUR for each day that the violation continues, without prejudice to Solina's right to full compensation for the damages it has suffered.

12.4. Upon termination of the Agreement, the Supplier shall promptly return to Solina all documents (including electronic data) and materials received from Solina.

12.5. The confidentiality obligation as stipulated in this clause 12 shall continue to apply for a period of 10 years after the end of the Agreement.

13. Termination

13.1. Solina is entitled to suspend its obligations under the Agreement, or to rescind the Agreement wholly or partially, by means of a written statement and without prior

notice of default, without prior judicial intervention and without any indemnification obligation to the Supplier, in case:

- the Supplier fails to fulfil any obligation under the Agreement vis-à-vis Solina or fails to do so timely or adequately;
- The Supplier winds up or terminates its business activities, becomes insolvent or enters into liquidation, files for a petition in bankruptcy, has been declared bankrupt of has filed a voluntary petition for proceedings in temporary relief of creditors, provided, however, in the latter case, that the Supplier commits a material breach of its obligations under the Agreement and has not confirmed within fifteen (15) days following receipt of a request by Solina to that effect, that it will continue to perform the Agreement and honor all of its obligations thereunder; or
- seizure of (a part of) its assets or goods intended for the performance of the Agreement;

13.2. In the events as foreseen in clause 13.1, 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.

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 General Purchase Conditions 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 General Purchase Conditions 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. Force Majeure

16.1. In case of force majeure, both the Supplier and Solina are entitled to suspend the Agreement.

16.2. 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.

16.3. 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.

16.4. 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.

17. Sustainability

17.1. Solina is committed to purchasing sustainable products wherever this is possible. Together with our suppliers we want to lower our collective impact on the Planet and People. Procurement decisions about preferred partners in the supply chain will be based on a balance between economic, social and environmental factors. Suppliers adhering to sustainable product policies will be preferred.

17.2. The supplier must comply with the Solina Supplier Code of Conduct.

17.3. The supplier must also comply with all relevant procurement and environmental legislation and have an active policy with respect to environmental performance, sustainable purchasing, use of environmentally friendly raw materials, recycled and recyclable materials and lack of toxins, where it is reasonably practicable.

17.4. To support Solina in delivery of Sustainable Procurement, the supplier shall without prejudice: a) comply with all reasonable stipulations of Solina aimed at minimizing product packaging b) promptly provide all such information regarding the environmental impact of any products supplied or used under this agreement c) ensure that no product or methods are used which are not in compliance with legislation and to look for environmentally friendly alternatives where possible d) keep the energy consumption per kg at least stable and work to find ways to reduce energy consumption e) report to Solina at least once per year on the progress f) support Solina in its CO2 reduction target, in order to meet its SBTi commitment

17.5. Recognize the requirements of Solina to have suppliers onboarded in third party assessment programs and present to Solina an EcoVadis scorecard or SEDEX Radar assessment.

17.6. Solina requires its suppliers to act in a socially and ethically responsible manner. The supplier shall commit to assure that none of its activities under this agreement will, directly or indirectly, involve child labour, forced labour, violence, harassment, discrimination, or any other forms of unethical behaviour.

17.7. The supplier must do their utmost to ensure that the working conditions for all workers in the supplier's premises are safe and healthy and pose no threat for the health or well-being of any person, directly or indirectly employed by the supplier.

17.8. The supplier must ensure that all representatives of the company are properly trained to avoid risk of corruption and promoting transparency, accountability, and ethical behavior.

17.9. The supplier should ensure that its suppliers are requested to follow a similar ethical behavior through the use of code of conduct on topics of environment, human rights, health and safety and anti-corruption.

17.10. Breach on the principles in this agreement may cause the contract between Solina and the supplier to be terminated.

18. Applicable law and choice of forum

18.1. The law of the country in which the contracting entity of Solina is located shall exclusively apply to the Agreement and these General Terms and Conditions of Purchase. The applicability of United Nations Convention on Contracts for the International Sale of Goods (1980) is explicitly excluded.

18.2. **Amicable settlement:** In the event of a dispute between Parties arising out of or in connection with the Agreement and/or these Terms and Conditions of Purchase Condition, the Parties shall use their best efforts to first resolve such disputes amicably.

18.3. **Mediation**: If Parties are not able to settle the dispute, the Parties shall, acting in good faith, endeavour to resolve the dispute by voluntary mediation. A mediator will be appointed in mutual consent. The mediation will take place in English (unless otherwise agreed between Parties) in the city where Solina's contracting entity is located. If the dispute has not been settled within thirty (30) calendar days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall be settled in accordance with clause 17.4.

18.4. **Competent court: All disputes arising out of or in connection with the Agreement and/or these Terms and Conditions of Purchase Condition shall be submitted to the exclusive jurisdiction of the competent court in the district where Solina's contracting entity is established.**

19. Translations

19.1. The English text of these General Purchase Conditions shall prevail over any other translation of this text.

Please confirm by return email your acceptance of the following terms and conditions, which are essential to Solina and in absence of which Solina does not place an order. In case of discrepancy between these terms and conditions and any applicable terms or conditions of either the supplier or Solina, the latter shall be deemed non-applicable."