

**Article 1 – General**

Unless otherwise agreed in writing and subject to any mandatory provisions of the applicable law, these General Purchase Conditions (hereinafter “GPC”) are applicable to all orders placed by the company of the Vandemoortele group, mentioned in the order, being Vandemoortele nv or one of its affiliated companies (hereinafter referred to as “the Buyer”), and to all orders placed by an affiliated company of the Buyer pursuant to a framework agreement concluded by the Buyer, as well as to each purchase agreement concluded between the Buyer and the Supplier, subject to applicable mandatory law. The general conditions of the Supplier are expressly excluded.

The specifications of the Buyer form an integral part of the agreement. The Supplier shall comply with the Vandemoortele Group Supplier Code of Conduct for delivery of goods, services and works, available on [www.vandemoortele.com](http://www.vandemoortele.com).

The Supplier hereby declares that he has taken knowledge of the GPC and acknowledges that the GPC form an integral part of the agreement. The order confirmation by the Supplier implies the acceptance of these GPC.

Any supply by the Supplier to the Buyer is subject to IFS, BRC or ISO certification. By lack of valid certification by an external accredited auditor or in case of quality or product safety complaints and defects, the Buyer is entitled, and the Supplier accepts, to carry out an audit by an external accredited auditor at the Suppliers costs and expenses.

The Buyer reserves the right to carry out an audit upon reasonable prior notice and the Supplier accepts to cooperate and grant the Buyer or the Buyer’s customers access for the purpose of carrying out such audit.

**Article 2 – Price offers**

The Supplier is bound by the prices stated in his pricelist and/or offers and/or framework agreement, and the prices may only be modified subject to prior explicit consent.

**Article 3 – Delivery of the goods**

3.1. Unless expressly agreed otherwise, each delivery takes place at the Supplier’s risk at the registered office of the Buyer or, as applicable, at the delivery address indicated by the Buyer, and this always during the normal business days and warehouse opening hours.

3.2. All costs concerning the delivery of the goods up to the place of delivery (incl. customs formalities and duties) are for the account of the Supplier.

3.3. The delivery period is an essential condition of the agreement.

3.4. All deliveries must comply with the order as it was placed by the Buyer. The Supplier declares that he acknowledges the fact that the delivered goods are intended to be used for the production of foodstuffs and/or to come into contact with foodstuffs, directly or indirectly. All deliveries must therefore carry out in accordance with all applicable European and national legislation applicable to foodstuffs and food hygiene at the place of delivery, as well as with any possibly agreed specifications. The goods must be suitable for the use for which they are intended. In particular, the Supplier guarantees that the goods sold comply with and are conditioned in accordance with all applicable legal provisions concerning foodstuffs, food hygiene, food safety, traceability, product liability, etc.

All packaging material coming directly into contact with the goods must be of “food grade” quality in accordance with the applicable European and national legal provisions applicable to materials and objects intended to come into contact with foodstuffs and be of a hygienic quality free from foreign objects such as metal, glass, wood and any other contaminants.

At the time of delivery the Supplier guarantees a remaining shelf life of at least 2/3rds of the total shelf live of the delivered goods, unless otherwise agreed.

The Supplier is exclusively responsible, and will indemnify and hold harmless the Buyer against all possible claims of third parties on the basis of non-compliance with the applicable legal provisions or specifications.

3.5. All deliveries are accompanied by the delivery documents, which contain at least the particulars required by the Buyer.

3.6. The Supplier guarantees that the (labour) safety regulations applicable at the place of delivery will be complied with during the delivery.

**Article 4 – Secondary packaging**

The goods are always properly packaged and the necessary precautionary measures are taken for their best possible protection in accordance with the technical specifications received from the Buyer.

The Supplier guarantees that the secondary packaging of the goods complies with all legal provisions concerning foodstuffs, as well as being safe for the use and handling thereof by the personnel of the Buyer.

All pallets must be in good physical and bacteriological condition and be free from any contamination.

Any damage incurred until the reception of the sold goods at the place of delivery which is attributable to inappropriate packing will be borne by the Supplier.

**Article 5 – Acceptance of the delivery**

The receipt of the goods by the Buyer at the place of the delivery implies only the physical hand-over, but by no means the acceptance of the goods.

Deliveries are only deemed to have been accepted after inspection and approval by competent personnel of the Buyer

Any intervening payment may not be regarded as implying an acceptance of the goods.

**Article 6 – Defects**

6.1. The Buyer reserves the right, which the Supplier accepts, to formulate complaints due to apparent defects up to two weeks after the date of the delivery.

6.2. Complaints due to hidden defects may be formulated by the Buyer for up to three weeks after the discovery of the hidden defect.

6.3. The Supplier is in any case liable on the basis of the common law for apparent and hidden defects, including violations of intellectual and/or industrial property rights with regard to the sold goods.

6.4. The Supplier will indemnify and hold harmless the Buyer against all claims of third parties with regard to the goods sold.

6.5. In the event of complaint(s), the Buyer is authorised to suspend the payment of the outstanding invoices relating to the defective goods.

**Article 7 – Performance of the Supplier**

If the Supplier does not fulfil contractual commitments, the Buyer has the option either to enforce the contractual obligations against the Supplier; or to consider the sale agreement as dissolved by law (entirely or partly, i.e. in case of successive deliveries) claim damages from the Supplier as provided by law.

In this respect it is sufficient that the Buyer informs the Supplier of its decision by way of a notice sent by first class post.

The dissolution of the agreement or delivery (in the event of successive deliveries) becomes effective by law and without prior notice of default or judicial intervention, eight (8) business days after the sending of the notice.

The Buyer reserves the right, in order to prevent or mitigate damages, to entrust the performance in kind to a third party at the Supplier’s costs and expenses, provided that the Supplier was priory informed of his default by form of letter of notice and of the cost price of such third party performance.

In addition, the Buyer will be entitled, in the event of non-performance or hidden defect, to suspend, the further performance of the agreement, entirely or partly.

**Article 8 – Confidentiality**

All information exchanged between the Buyer and the Supplier must be treated confidentially and may not be disclosed to any third parties.

**Article 9 – Payment**

9.1. The invoices sent by the Supplier shall be in accordance with the “Vandemoortele Group Requirements for Supplier Invoicing”, available on [www.vandemoortele.com](http://www.vandemoortele.com). The invoices must be sent by the Supplier in one (1) copy to the attention of the Accounting Department of the Buyer, unless expressly agreed otherwise. The invoice must contain all information the Buyer has requested to be included and any other information required by applicable law.

Failure to include the information required under article 9.1. (including, but not limited to, the SAP article number, the order form number, the lot code, etc.) shall entitle the Buyer to suspend payment of the invoice and to send it back to the Supplier for rectification.

9.2. Unless expressly agreed otherwise, the invoices are paid within a period of 60 calendar days from their receipt.

Subject to any mandatory provisions of the applicable law, late payment can only give rise to contractual interest and/or contractual damages, provided the Supplier has sent a formal letter of notice by first class post with receipt to the Buyer. In such case the Supplier will be entitled to claim the legal interest as of the date of receipt of the letter of notice by the Buyer until the date of payment.

**Article 10 – Insurance**

The goods will be insured by the Supplier against loss, theft, breakdown, damage and all other risks, and this during the whole route as from the place of expedition (Supplier’s factory) until the agreed place of delivery.

**Article 11 – Force majeure**

The liability of the Buyer cannot be invoked when the non-fulfilment of his commitments is attributable to circumstances of force majeure, such as e.g. war, riots, partial or general strike, partial or general lock-out, infectious diseases, operating accidents, fire, machinery breakdown, bankruptcy of Suppliers, lack of raw materials, etc. Under no circumstances, force majeure will be accepted as a legal ground to claim the dissolution of the agreement or damages.

**Article 12 – Applicable law and competent court**

All disputes between the Supplier and the Buyer, for which no amicable solution can be found, shall be submitted to the exclusive jurisdiction of the competent courts of the location of the registered office of the Buyer.

These GPC are governed solely by the applicable law of the location of the registered office of the Buyer, with the exclusion of the 1980 Vienna Sales Convention (CISG).

**Article 13 – Miscellaneous**

The possible nullity of one or more provisions of these GPC does not affect the validity of all other clauses hereto.

**Article 14 – Transfer and subcontracting**

The Supplier may neither transfer nor subcontract, the agreement or the performance thereof, entirely or partly, subject to the Buyer’s prior written consent.