

## General

### 1 Scope of Application

- 1.1 All requests made by FrieslandCampina for an offer, all offers made to FrieslandCampina, all assignments and orders (whether or not in the form of an order confirmation) of FrieslandCampina and all contracts with FrieslandCampina for the rendering of services (including the contracting of work) or the sale and delivery of goods are subject to these conditions to the exclusion of all others.
- 1.2 The applicability of the conditions of the other party to the contract with FrieslandCampina is hereby expressly rejected. Other stipulations and the general conditions of the other party (if any) are applicable exclusively provided that they have been expressly accepted in writing by FrieslandCampina in each individual case.
- 1.3 The other party previously contracted under these conditions accepts the applicability of these conditions to contracts it subsequently enters into with FrieslandCampina.
- 1.4 FrieslandCampina reserves the right to amend these conditions unilaterally. An amendment as provided for above shall be legally valid between FrieslandCampina and the other party and will come into effect 30 days following its notification by means of filing at the Chamber of Commerce. In the event of a material amendment to these General Purchase Conditions by FrieslandCampina, the other party is entitled to inform FrieslandCampina by means of a registered letter with proof of receipt, within 14 days of the aforementioned notification of amendment, that it wishes to terminate the contract prematurely as of the effective date of the amended General Purchase Conditions if said amendment applies to the other party. No later than 10 days from the timely receipt of the aforementioned letter, FrieslandCampina is entitled to inform the other party in writing that it is prepared to continue the contract on the basis of the unamended General Purchase Conditions. In such a case, the amendment shall not apply to the other party and the contract shall be continued on the basis of the unamended General Purchase Conditions. If FrieslandCampina does not invoke the aforementioned right, the contract with the relevant other party shall terminate automatically as of the effective date of the amended General Purchase Conditions.

### 2 Formation of the contract

- 2.1 All offers made by the other party are irrevocable. All costs incurred by the other party in relation to an offer are for the other party's account.
- 2.2 No contract shall be deemed to have been formed until and in so far as FrieslandCampina accepts an offer by placing a written order.
- 2.3 Verbal undertakings or agreements by or with its personnel or representatives are not binding to FrieslandCampina until and provided that they have been confirmed in writing.
- 2.4 Amendments to the contract communicated by the other party following its formation are non-binding to FrieslandCampina.
- 2.5 Additional work is exclusively permitted and billable provided that FrieslandCampina has placed a separate, written order for that additional work.
- 2.6 The other party is obliged upon the written request of FrieslandCampina to implement (i) amendments to the design and specifications of the goods and all materials belonging to or designated for them and/or (ii) amendments to the execution of the contract provided that it is not (technically) impossible to do so. If and insofar as the other party judges that the amendment is not possible (for technical or other reasons), the other party must notify FrieslandCampina as such within five days of the written request being sent by FrieslandCampina.
- 2.7 Amendments and/or adjustments as provided for in paragraph 6 of this article shall not lead to an increase in the price or a delay in the delivery or execution of the contract and shall not affect any liability of the other party for the soundness of the delivery or execution of the contract unless the other party, on the written request of FrieslandCampina to make an amendment and/or addition, has given notification of implications for the price and delivery time within five days, however, always prior to the delivery or execution and those implications have been accepted in writing by FrieslandCampina.

### 3 Price, payment and security for advance payment

- 3.1 In the absence of express written agreement to the contrary made prior to the contract, the agreed price is all inclusive and therefor includes (i) all costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport and so on, but does not include VAT and for the rendering of services, includes (ii) travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, the costs of any third-parties engaged by the other party with the written consent of FrieslandCampina and governmental levies. The agreed price cannot be increased during the term of the contract unless FrieslandCampina has accepted that price increase in writing.
- 3.2 FrieslandCampina shall initiate payment, to be decided at its own discretion, either (i) on the first working day following the end of month determined by the invoice baseline date + 75 days, or (ii) within 14 days of the invoice baseline date. If FrieslandCampina opts to remit payment within 14 days of the invoice baseline date, the other party agrees, now for then, to grant FrieslandCampina a 2% discount and to grant FrieslandCampina full and final discharge once FrieslandCampina has paid 98% of the invoiced amount. The invoice baseline date is considered to be (i) the invoice date, (ii) the date of delivery in accordance with article 5 or execution in accordance with article 11, or (iii) the date of the receipt of the invoice, whichever is the latter. Invoices shall exclusively be deemed eligible for payment provided they are correctly specified, that they bear the relevant and correct reference or Purchase Order number and the date of the order of FrieslandCampina and that they are sent to the correct Accounts Payable Department. Incorrectly specified invoices will be returned to the other party and may lead to payment delay.
- 3.3 In the event a full or partial payment in advance has been agreed, FrieslandCampina is entitled to require the other party to provide adequate security for the fulfilment of its obligations to supply and/or implement or for the fulfilment of its obligations to repay in the event of a withdrawal of the order or rescission of the contract. If the other party does not provide adequate security within the period set by FrieslandCampina, it is in default. In such a case, FrieslandCampina is entitled to rescind the contract and to recover its losses from the other party. Adequate security refers in any case to FrieslandCampina's first request for a payable bank guarantee of 110% of the advanced sums (100% of the sums with a 10% interest surcharge), whereby the costs of the bank guarantee shall be borne by the other party.
- 3.4 Payment by FrieslandCampina does not in any respect whatsoever imply a waiver of any right under the contract and these conditions and the law. Payment cannot be regarded as constituting any acknowledgement by FrieslandCampina of the soundness of the delivered goods and/or the services rendered and does not release the other party from any liability in that regard.
- 3.5 Each payment by FrieslandCampina constitutes FrieslandCampina's meeting of the debt indicated with that payment.
- 3.6 Payment releases FrieslandCampina from all obligations arising from the relevant contract and cannot be regarded by the other party as payment of any other alleged claim of the other party on FrieslandCampina.

## Goods procurement

### 4 General

Articles 4 up to and including 9 apply, alongside the general provisions above and below, insofar the contract between FrieslandCampina and the other party relates to goods purchased or to be purchased by FrieslandCampina from or via the other party. In cases of conflict between articles 4 to 9 and other articles of these conditions, the articles 4 to 9 take precedence.

### 5 Delivery, packaging

- 5.1 In the absence of written agreement to the contrary, deliveries shall take place 'Delivered Duty Paid' (in accordance with the relevant provisions of the most recent version of Incoterms) at the place indicated by FrieslandCampina, with an accompanying waybill. The delivery term commences as soon as the contract is formed and is a firm deadline on penalty of forfeiture of

rights. Exceeding the delivery term places the other party in default without notice of default being required. The other party is obliged to give FrieslandCampina timely and adequate advance notice of delivery and the possibility of late delivery. If a penalty has been agreed for late delivery, that does not alter the fact that the other party will be required to compensate losses suffered by FrieslandCampina owing to late delivery if those losses exceed the amount of the penalty.

- 5.2 If FrieslandCampina cannot reasonably be considered able to accept the goods offered for delivery, the other party will store those goods in such a way that their correct and consistent composition is guaranteed and the required level of quality is maintained at his own expense and risk for a period of time to be agreed.
- 5.3 Batch delivery or delivery of more or less than the agreed quantity is permitted exclusively if explicitly stated in the order placed by FrieslandCampina. The risk related to the delivery of surplus goods that are stored at the premises of FrieslandCampina remains with the other party until agreement has been reached on what is to be done with them. All costs related to the storage of quantities in excess of what has been agreed shall be borne by the other party unless agreement on a different division of those costs has been reached between the parties.
- 5.4 In cases where bulk goods are delivered, the delivered quantity will be established on the basis of measurements carried out by FrieslandCampina using its calibrated measuring bridges and calibration tables.
- 5.5 The goods and/or materials must be packaged and preserved in such a way that protection against external forces is guaranteed. The other party is obliged to follow any instructions given by FrieslandCampina in that regard. The other party is liable for all damage to goods and/or materials caused by inadequate and/or unsound packaging or damage to and/or destruction of the packaging.

### 6 Transfer of risk and ownership

- 6.1 The other party guarantees that the full and unencumbered ownership of the goods is supplied. If any payment is made by FrieslandCampina prior to completion of the delivery, the ownership of the goods, including all materials accompanying or designated for those goods, shall transfer with immediate effect to FrieslandCampina, in which case any stipulated retention of title shall immediately expire. In that case the other party will keep the goods for FrieslandCampina and the other party will be obliged to do all that can reasonably be considered necessary or helpful to making the property of FrieslandCampina identifiable as such and to keep it separate from other goods.
- 6.2 The goods and/or materials will however remain at the expense and risk of the other party until they are delivered.
- 6.3 The other party is obliged to administer with due care on behalf of FrieslandCampina the materials that are incorporated in the goods to be manufactured or which are intended for the packaging and/or transportation thereof and which were the property of FrieslandCampina prior to delivery and held temporarily by the other party for the manufacture and/or delivery, and is liable for all damage caused to them during the period in which they are stored by the other party.

### 7 Documentation, parts and tools

All drawings, manuals, computer programs, parts, tools and user rights needed for the maintenance, repair, usage and/or onward delivery of the goods shall be jointly delivered to FrieslandCampina and, if made specifically in connection with the order placed by FrieslandCampina, transferred in ownership to FrieslandCampina in accordance with the provisions of article 13 of these conditions.

### 8 Inspection and quality control

- 8.1 In the absence of agreement to the contrary, the other party shall check and test the composition and quality raw materials, semi-manufactures and other goods supplied by FrieslandCampina prior to processing or using them and report all non-conformities to FrieslandCampina prior to processing or using them.
- 8.2 FrieslandCampina reserves the right at all times to inspect, to check and/or to test the goods delivered or to be delivered, either acting for itself or through another, irrespective of where the goods in question are located. The other party is obliged to cooperate with the above. FrieslandCampina can further require at all times a production or confirmation sample, free of charge. The inspection costs shall be borne by the other party if the inspected goods and/or materials fail to meet the specifications or general requirements as provided for in article 9.
- 8.3 If the inspection at cetera takes place prior to the delivery of the goods, FrieslandCampina is not subject to an obligation of complaint as referred to in sections 6:89 and 7:23 of the Dutch Civil Code. Following the delivery of the goods, FrieslandCampina has the option to inspect or have inspected, to test or have tested, and to sample or have sampled for a period of sixty working days or longer if the goods have a longer shelf life. If FrieslandCampina determines that the goods do not comply with the contract in any way during the aforementioned period, it is entitled to reject the goods within a period of fourteen working days from said determination by means of written notification to the other party.

### 9 Guarantee

- 9.1 The other party guarantees that the goods being delivered and the accompanying documentation meet the agreed specifications, properties and requirements or, if no agreements have been made in that regard, the specifications, properties and requirements that are customary for the trading of these goods. The other party further guarantees that the goods and the accompanying documentation meet all of the governmental regulations in the country of destination.
- 9.2 The other party further guarantees that the goods are in conformity with the production and/or confirmation samples approved in writing by FrieslandCampina, that they are entirely fit for purpose and can be used and processed for that purpose and that the goods possess at all times a high and consistent level of quality and that they are free of non-product-specific smells, colours, properties and contamination of any nature whatsoever (irrespective of whether that contamination causes a change to the product properties) and of construction, material and manufacturer errors and errors or faults in the nature, composition, content or formula.
- 9.3 If the goods or the accompanying documentation are rejected in full or in part by FrieslandCampina or a competent authority during their production or following its completion, during or following delivery, or if it is otherwise established that they do not meet the relevant specifications, properties and requirements, the other party shall, to be decided at the discretion of FrieslandCampina, (i) modify the production process to the satisfaction of FrieslandCampina in order as yet to meet the specifications, properties and requirements, (ii) reimburse the amount already paid or (iii) as yet supply goods and/or documentation that are in keeping with the specifications, properties and requirements to be set for them, without prejudice to FrieslandCampina's other rights.
- 9.4 FrieslandCampina reserves the right to return rejected goods and/or documentation to the other party at the other party's expense or to retain them at the expense and risk of the other party. If the goods and/or documentation are stored by FrieslandCampina, the other party is obliged to collect them from FrieslandCampina within two days of receiving a request from FrieslandCampina to do so. If that is not done, FrieslandCampina is free to act as it sees fit.

## Rendering of services

### 10 General

Articles 10 up to and including 12 apply alongside the general provisions above and below, insofar as the contract between FrieslandCampina and the other party relates to services to be received by FrieslandCampina from or via the other party. In cases of conflict between articles 10 to 12 and other articles of these conditions, the articles 10 to 12 take precedence.

### 11 Execution

- 11.1 The other party shall complete the order within the agreed period of time in accordance

- with a programme approved in writing by FrieslandCampina. Exceeding this term places the other party in default without notice of default being required. The other party shall give FrieslandCampina timely advance notice of the progress of and the possibility of the term being exceeded. That advance notice does not release the other party from his liability in the event of the term actually being exceeded. The other party will inform FrieslandCampina in writing when he judges that he has completed the agreed work. FrieslandCampina will inform the other party of whether it accepts the completed work within fourteen days of receiving that notification. The fact that FrieslandCampina has put the work into operation cannot be deemed to constitute its acceptance. The acceptance of the completed work does not cancel the rights of FrieslandCampina with regard to defects, irrespective of whether FrieslandCampina has discovered or could reasonably be expected to have discovered them during the acceptance period and not reported them to the other party.
- 11.2 If the contract stipulates a penalty for the exceeding of the period within which the order is to be completed, that will not affect the other party's obligation to pay compensation for the losses suffered by FrieslandCampina owing to late completion if the loss exceeds the amount of the penalty.
- 11.3 If and insofar as the work is performed at FrieslandCampina's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. The other party is obliged to carry out the work outside of those working hours on FrieslandCampina's first request. Travelling and waiting times do not constitute worked time and can only be charged to FrieslandCampina if that has been expressly agreed in writing between FrieslandCampina and the other party.
- 11.4 Other than with the written permission of FrieslandCampina, the other party is not authorised to outsource the work in full or in part to third-parties, whether or not on a subcontracting basis. In cases where that permission has been given and where FrieslandCampina has prescribed the engagement of certain third-parties, the other party remains fully responsible for the execution of the order. Acts and omissions on the part of the third-parties referred to in this article or their personnel are deemed to be acts and omissions of the other party himself.
- 11.5 The other party shall arrange at his own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the work and/or the employment of personnel.
- 11.6 The supply and removal of materials and waste, rubble, packagings and remnants resulting from the work shall be carried out at the other party's expense in the legally prescribed manner.
- 12 Guarantee**
- 12.1 The other party guarantees that the intended result as specified in the order, including the functionality fitness for purpose, will be achieved and that requirements set by FrieslandCampina in that context are met. The other party further guarantees the suitability and soundness of designs, drawings, guidelines, materials and so on that are recommended, prescribed or issued by him or on his behalf.
- 12.2 If the work consists of consultancy, the other party guarantees the accuracy and soundness of that work.
- 12.3 Finally, the other party guarantees that the work will at all times be carried out with due observance of all statutory and other governmental provisions concerning the payment of social insurance contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the work. All costs of measures, including repair measures, needed to meet these provisions or as yet to meet them, and all penalties and/or damages resulting from non-compliance with these provisions, shall in all cases be defrayed by the other party, even if they are initially borne by FrieslandCampina.

## General

### 13 Intellectual and industrial property rights

- 13.1 Drawings, images, designs, models, calculations, processes, methods, tools, moulds and everything else that can be the subject of any right of intellectual or industrial property or can be placed on par with such a right (hereinafter referred to as "documentation and materials"), which are issued by FrieslandCampina or which are made on the instructions of FrieslandCampina or in that connection by or on behalf of the other party for FrieslandCampina and all intellectual and industrial property rights in their regard accrue exclusively to FrieslandCampina, which is also deemed to be the maker and/or designer, irrespective of whether FrieslandCampina pays a separate or compound fee for that purpose. The other party undertakes to do everything necessary to provide FrieslandCampina with the exclusive rights referred to above (including any necessary deeds of transfer). FrieslandCampina holds the rights to all documentation and materials, regardless of their form, provided by FrieslandCampina to the other party in relation to the making of an offer and the execution of the contract, irrespective of how they are used or stored.
- 13.2 The other party is obliged to return documentation and materials issued by FrieslandCampina on the first request of FrieslandCampina and in all cases upon termination of the contract. The risk concerning the aforementioned documentation and materials is borne by the other party until they are returned. The other party will check the aforementioned documentation and materials for accuracy and mutual cohesion prior to commencing execution of the contract and will report deviations and inaccuracies to FrieslandCampina, in the absence of which the other party will be liable for all damages and costs suffered by FrieslandCampina in that regard.
- 13.3 The other party shall clearly mark the documentation and materials issued by FrieslandCampina as being the property of FrieslandCampina and inform third-parties of FrieslandCampina's right of ownership. The other party shall immediately inform FrieslandCampina if the documentation and/or materials are subjected to attachment or no longer freely available to the other party for other reasons.
- 13.4 The other party shall refrain from using the documentation and materials issued by FrieslandCampina for purposes other than those for which they were provided and will not reproduce them in full or in part, by any means whatsoever, issue them to third-parties or show them to third-parties.
- 13.5 The other party guarantees to FrieslandCampina that the use (including sale or delivery) of the goods delivered to FrieslandCampina does not infringe any right of intellectual or industrial property belonging to a third-party and will indemnify FrieslandCampina on its first request against claims of third-parties and defray in full all damages and costs suffered and incurred by FrieslandCampina in connection with those claims. FrieslandCampina's approval of documentation and materials and other notifications or information issued by or on behalf of the other party does not affect or diminish the obligations of the other party under this article and these general conditions.

### 14 Confidentiality

- 14.1 The other party is obliged to protect the confidentiality of all information originating from FrieslandCampina, including all information coming to his notice in the context of a request for an offer, an order and/or the execution of a contract and to stipulate the same in respect of personnel and third-parties engaged in the context of making an offer, assessing an order or executing a contract. The provisions of this article are applicable in particular - but not solely - to details and information related to products, systems or processes developed in partnership with or on the instructions of FrieslandCampina by the other party. The other party is prohibited from using the aforesaid information for his own purposes or for third-parties.
- 14.2 The other party shall refrain without the prior written permission of FrieslandCampina from making direct or indirect use of his relationship with FrieslandCampina for promotional activities or other purposes.

### 15 Force majeure

- 15.1 In cases of force majeure on the part of the other party, the other party will immediately provide FrieslandCampina with all relevant details and keep FrieslandCampina informed of the development of the facts related to the force majeure situation.
- 15.2 If, in a force majeure situation, FrieslandCampina judges that compliance with the contract will be prevented or hindered for a period of 30 days or more, or if maintaining the contract is onerous or can reasonably be expected to become onerous for FrieslandCampina, FrieslandCampina shall have the right to terminate or rescind the contract in full or in part and with immediate effect by means of a written statement and without prior notice of default, notification or legal intervention, without FrieslandCampina being obliged to pay any indemnification of costs and damages in that regard. In that case FrieslandCampina reserves the right to retain the goods already delivered, including all materials forming part of them, or the executed part of the contract or to claim their surrender and to complete them (or have them completed at the other party's expense).

- 15.3 Force majeure on the part of the other party explicitly excludes non-delivery or late delivery by the other party's suppliers, regardless of the reasons.

### 16 Regulations and auxiliary materials

- 16.1 When executing the contracts on the grounds and in the buildings of FrieslandCampina the other party and his personnel will act in strict conformity with the company, safety, health and welfare regulations operated at FrieslandCampina, as well as the instructions and guidelines issued from time to time by FrieslandCampina, especially with regard to the supply and storage of goods, materials and/or tools and access to grounds and buildings.
- 16.2 The only persons granted access to the grounds of FrieslandCampina are those registered by the other party with FrieslandCampina and whose admission has been approved by FrieslandCampina.
- 16.3 Other than in cases of intentional act or omission or gross negligence on its own part or its executive management staff, FrieslandCampina cannot be held liable for any damages or any injuries of any nature whatsoever and originating or caused in any manner whatsoever in the execution of the contract to the other party, to third-parties engaged or otherwise involved by the other party in the execution of the contract, to goods of the other party or those third-parties or persons employed by the other party or those third-parties. FrieslandCampina cannot in any circumstances be held liable for indirect or immaterial damages such as but not limited to trading losses, consequential losses or demurrage or loss of income and profits, loss of clients, damages to reputation and/or goodwill. The other party indemnifies FrieslandCampina against all claims for which FrieslandCampina does not or does not wish to bear liability by virtue of the above.
- 16.4 The other party will make provision for the necessary systems, auxiliary materials and tools at his own expense and risk.

### 17 Liability

- 17.1 The other party is liable for all losses suffered by FrieslandCampina of any nature whatsoever and regardless of how they originate or are caused as a consequence of the other party's non-compliance with his obligations under the contract (such as but not limited to guarantee obligations as specified in articles 9 and 12 of these conditions), as well as for all damages caused by the other party, his personnel, persons or legal persons he has engaged and/or goods he has delivered or is to deliver or rendered services or serves to be rendered to persons/goods of FrieslandCampina or third-parties; the other party indemnifies FrieslandCampina against all claims of third-parties arising from or related to the above. Damage or loss as referred to in this article 17.1 includes all costs incurred and all damage suffered in connection with taking measures that are necessary to prevent or limit damage/loss or further damage/loss in the opinion of FrieslandCampina and/or third parties concerned, including but not limited to instigating a recall.
- 17.2 The other party shall indemnify FrieslandCampina against all claims from third parties for damages as referred to in article 17.1. The other party shall also compensate FrieslandCampina for the reasonable costs of defending such claims from third parties.
- 17.3 The other party shall adequately insure himself against losses as provided for in articles 17.1 and 17.2. FrieslandCampina reserves the right to request evidence of insurance or to require a statement in the policy to the effect that any insurance payments will be made to FrieslandCampina if FrieslandCampina is required to compensate the loss in the first instance.

### 18 Prohibition on outsourcing and assignment. Set-off.

- 18.1 The other party is forbidden without the prior written permission of FrieslandCampina to transfer or outsource the contract or its execution in full or in part to third-parties. FrieslandCampina is authorised at all times to transfer the contract in full or in part to any other group company of FrieslandCampina without the prior permission of the other party.
- 18.2 Claims of the other party on FrieslandCampina are not transferable without the written consent of FrieslandCampina.
- 18.3 FrieslandCampina is authorised at all times to set off amounts owed to the other party against what is owed to any company forming part of the FrieslandCampina group by the other party and/or companies affiliated with the other party, whether or not exigible, subject to conditions or a time limit. The other party is exclusively authorised to operate set-off with the prior consent of FrieslandCampina.

### 19 Rescission

- 19.1 FrieslandCampina is entitled to suspend the implementation of the contract or, at its discretion, to terminate or rescind the contract in full or in part by means of a written statement and without a prior notice of default or judicial intervention with immediate effect, whilst retaining all its rights to compensation for costs, damage, losses, and interest:
- if the other party fails to meet one or more of his obligations under or otherwise related to the contract or to meet them on time or in full, or if it established that full compliance will be impossible;
  - if FrieslandCampina has good grounds to suspect that the other party is or will not be willing or able to meet his obligations;
  - if the other party is declared bankrupt or his bankruptcy or (provisional) suspension of payment is applied for or granted, if he liquidates or discontinues his business, offers a composition, if an attachment is imposed on (part of) his assets or if he otherwise proves to be insolvent;
  - if, in the opinion of FrieslandCampina, major changes are made to direct or indirect ownership or control ratios at the business of the other party.
- 19.2 FrieslandCampina is further entitled to terminate or rescind the contract at its own discretion if any advantage is offered or granted by the other party in connection with the formation or execution of the contract to a person forming part of FrieslandCampina.
- 19.3 In the event of termination or rescission, FrieslandCampina cannot under any circumstances be held liable for any form of compensation for damages. The other party is obliged to indemnify FrieslandCampina against claims of third-parties made through or in relation to the termination or rescission of the contract.
- 19.4 In the event of termination or rescission the other party shall be obliged to reimburse all costs already incurred by FrieslandCampina, without prejudice to FrieslandCampina's other rights under the law, the contract or these general conditions (including FrieslandCampina's right to claim full compensation for damages). In the event of termination or rescission, FrieslandCampina is further entitled, to be decided at its own discretion, (i) to retain the goods already delivered, including all related materials, or the executed part of the contract, or to claim their issue and to complete them (or have them completed) at the other party's expense or (ii) to oblige the other party, upon returning the goods already delivered, to reimburse FrieslandCampina with all amounts already paid.
- 19.5 Further to the cases provided for above, FrieslandCampina is authorised at all times to terminate or rescind the contract unilaterally upon payment of the pro-rata price for the part of the contract already executed and already delivered, plus a surcharge of 5% of the remaining price of the part yet to be executed or delivered as compensation for the damages and/or loss (including profit) that could be suffered as a result by the other party.

### 20 Incoterms and AEO (Authorised Economic Operator) Certificate

- 20.1 The commercial terms used in these conditions or other agreements between the parties shall be interpreted and construed in conformity with the provisions of the most recent version of the Incoterms.
- 20.2 The other party guarantees that he is either (i) a holder of a combined AEO certificate for Customs Simplifications and Safety or (ii) has submitted an application for such an AEO certificate or (iii) is able to issue a statement signed by the other party's board of management with regard to "safety and security" as referred to in the "Common format of security declarations for AEOS and AEOF" of the European Commission (reference number TAXUD/2007/1729).

### 21 Further provision, applicable law and court of competent jurisdiction

- 21.1 In the event of one or more of the provisions of these General Conditions proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force.
- 21.2 All contracts between FrieslandCampina and the other party are subject to the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is however excluded.
- 21.3 Any disputes between the parties that result from or are otherwise connected with any contract and/or these General Conditions and that fall under the jurisdiction of the civil bench of a court, shall only be put before the Court of First Instance in Utrecht, unless FrieslandCampina prefers another competent court.

These conditions are filed at the Chamber of Commerce under number 11057544.