

## **General purchasing conditions**

**Sanvert B.V. – J.P.Broekhovenstraat 16 – 8081HC Elburg – the Netherlands**

**1/7/2022**

**1.1 Any agreement that Sanvert B.V. concludes with the supplier is subject to these general purchasing conditions. The applicability of any general or specific terms and conditions or provisions of the supplier is hereby expressly rejected. This rejection need not be repeated in any further correspondence with the supplier.**

**1.2 Offers and/or quotations issued by the supplier are without obligation. Quotations that do not set a deadline for acceptance are binding for 60 working days after Sanvert B.V. receives them. These general purchasing conditions are binding upon the supplier once Sanvert B.V. sends its written order to the supplier. An agreement is concluded when the supplier confirms the order in writing. However, evidence of this may also be provided by other means. The supplier's written order confirmation must reach Sanvert B.V. within 5 working days of the order being placed. If Sanvert B.V. does not receive a written rejection of the order from the supplier within 5 working days of having placed the order, the agreement will be deemed to have been concluded.**

## **2. Drawings, other documents, intellectual property, confidentiality**

**2.1 All documents (specifications, drawings, manufacturing specifications and delivery instructions, etc.) and other operating and auxiliary materials that Sanvert B.V. makes available to the supplier will remain Sanvert B.V.'s property and must be marked accordingly.**

**2.2 The supplier is obliged to check whether the documents or other operating and auxiliary materials provided by Sanvert B.V. are unclear, incomplete or manifestly incorrect and, if necessary, it must immediately inform Sanvert B.V. of this in writing.**

**2.3 These documents may not be reproduced or made accessible to third parties without Sanvert B.V.'s explicit written consent, and they may only be used to perform the agreement with Sanvert B.V. The documents and auxiliary materials must be returned undamaged whenever this is requested by Sanvert B.V., but in any case no later than when the agreement has been performed in full. Alternatively, if explicitly agreed, they must be kept safe by the supplier until further notice.**

**2.4 The supplier warrants that the industrial property rights of third parties (e.g. trade mark rights or patent rights) are not infringed by its supplies or by Sanvert B.V.'s use of them. Sanvert B.V. may withdraw from the agreement or claim damages in the event of any such infringements of industrial property rights.**

**2.5 Without Sanvert B.V.'s prior written consent, the supplier will not use for its own purposes or make available to third parties Sanvert B.V.'s industrial property rights or know-how or any confidential information it becomes aware of in the context of or as a result of the negotiations on and/or the performance of the agreement, in particular by means of documents provided by Sanvert B.V. The supplier must also impose this obligation on its employees.**

**2.6 The obligation stipulated in Article 2.5 of these general purchasing conditions will continue to apply even after the contractual relationship ends. If the supplier breaches this confidentiality obligation, it must pay Sanvert B.V. a contractual penalty of EUR 100,000 per breach, which will be due without any proof of damage. The right to make a claim for damages in excess of the contractual penalty, as well as for actual performance, is**

reserved. Payment of the contractual penalty does not release the supplier from its confidentiality obligation.

### **3 Deliveries, sub-suppliers, delivery time, place of delivery, materials delivered**

**3.1 The dates and deadlines (including for partial deliveries) agreed in writing between Sanvert B.V. and the supplier are binding.**

The supplier should inform Sanvert B.V. in writing, promptly and without being asked, of any delivery problems as soon as they become known. Sanvert B.V. is entitled to claim compensation for the damage caused by a delayed delivery. In addition to claiming damages for delays, Sanvert B.V. may grant the supplier a grace period of 5 working days in the event of a delayed delivery and, if this period ends without it having been used, either waive performance and claim compensation for the damage resulting from the non-performance or withdraw from the agreement.

If the delivery date is postponed at Sanvert B.V.'s request, the supplier must store the goods for 6 months free of charge.

**3.2 Delivery is made DDP (Incoterms 2020). Unless otherwise agreed in writing, the delivery address will be Sanvert B.V.'s address as stated in Sanvert B.V.'s written order. The benefit of and risk in the goods passes to Sanvert B.V. when they are delivered to the delivery address. The supplier must use packaging that prevents contamination or damage to the goods during transport and storage. Goods must be transported in such a way as to ensure their quality, purity and integrity when delivered. Pharmaceutical goods must be transported in accordance with the current GDP regulations that are in effect at the time of the performance/service provision. The supplier is obliged to state Sanvert B.V.'s order and article number on all shipping documents and delivery notes. Delivered goods must be clearly identifiable by means of an external label placed on the shipping box.**

**3.3 Deliveries must be made on time. If goods are delivered early, Sanvert B.V. is entitled to refuse delivery or to have the goods returned at the supplier's expense.**

**3.4 Sanvert B.V. is not obliged to accept incomplete deliveries. Partial deliveries must be agreed with Sanvert B.V. in advance and in writing.**

**3.5 The supplier must, upon request, inform Sanvert B.V. of the identities of any sub-suppliers. Subsequent changes to sub-suppliers are not permitted without Sanvert B.V.'s prior written consent.**

**3.6 For orders for which the delivery of materials by Sanvert B.V. has been agreed, the supplier must ask Sanvert B.V. for the required quantity of materials, in writing, five working days prior to delivery.**

The material provided may only be used for the performance of a corresponding agreement by Sanvert B.V. In principle, Sanvert B.V. will supply this material free of charge, unless otherwise agreed. The supplied materials are subject to Sanvert B.V.'s retention of title until they have been mixed or processed by the supplier. The supplier must, at its own expense, maintain the supplied materials for the duration of this retention of title and insure them adequately against theft, fire, water and other risks for the benefit of Sanvert B.V. The supplier must also take all measures needed to prevent any damage to Sanvert B.V.'s reputation. The supplier is fully liable to Sanvert B.V. for any failure to comply with this obligation.

### **4 Warranty**

**4.1 The supplier warrants that the goods do not have any defects that affect their value or suitability, that they possess the guaranteed characteristics, and that they correspond to**

the agreed performance and specifications. For its supplies, work and services, the supplier must comply with the applicable and relevant valid versions of statutory, official and other regulations, guidelines and other standards.

4.2 Before shipping the goods, the supplier must verify that the quantity and quality of the goods accord with the agreement. Sanvert B.V. reserves the right to subject deliveries to inspections/checks. Sanvert B.V. is entitled to limit the inspection of the goods to a visual check. In particular, Sanvert B.V. is not obliged to check the quality of printed and unprinted packaging materials, raw materials and bulk goods or equipment and machinery delivered immediately after their delivery. Such checks can only be carried out when the delivered goods are being processed or used.

4.3 Sanvert B.V. will report any defects to the supplier within 60 working days of discovering them. Sanvert B.V. is not bound by any time limits set by the supplier. If there is a defect, the supplier must, at Sanvert B.V.'s request, prepare and send Sanvert B.V. a report containing a detailed analysis of the cause and a description of appropriate corrective and preventive measures as well as a final assessment of their effectiveness.

4.4 If Sanvert has a claim under a warranty, it is entitled to claim repair, a replacement delivery, rescission or a reduction in price, at its own discretion, without prejudice to any other statutory claims. In addition to these claims, Sanvert B.V. may claim compensation of the damage and costs caused by the defect (in particular the costs of analysis, consequential damage, loss of profit, etc). Fault on the part of the supplier is not required for a damages claim by Sanvert B.V.

Insofar as Sanvert B.V. Claims repairs or a replacement delivery, it is entitled to suspend payment of the agreed fee, wholly or in part, until 1) the supplier has fulfilled its obligation to repair the defect or to provide a replacement delivery without defects, or 2) the actual situation regarding revocation, reduction and compensation has been clarified with binding effect. If the supplier does not comply with these obligations, or does not do so on time and/or to a sufficient extent, Sanvert B.V. is entitled to deduct any payment it is required to make in this regard from the fee agreed with the supplier.

4.5 The warranty period is 24 months from the time the goods are delivered to the delivery address. This period will be extended by the period that elapses between the time of delivery of the goods and the point at which they are actually used. However, this extension may not exceed 12 months. The warranty period will begin again in the event of a replacement delivery or repairs to defective goods.

4.6 The supplier is classified under Dutch law as the manufacturer of the items delivered to Sanvert B.V. and it indemnifies Sanvert B.V. against product liability for any claim in that regard which is caused by a defect in the items for which the supplier is responsible. If requested, the supplier must prove that the product liability risk is adequately covered under an insurance policy.

4.7 The supplier indemnifies Sanvert B.V. against all third-party claims for compensation of damage suffered in connection with a warranty claim, any (other) failure of the supplier to fulfil its obligations under the agreement with Sanvert B.V. or any unlawful act by the supplier against Sanvert B.V.

## **5 Remuneration and payment**

5.1 Prices are fixed and are in accordance with DDP Incoterms 2020, unless otherwise agreed in these general purchasing conditions, which will prevail in the event of any conflict between the two. The agreed price will cover all costs and expenses incurred by the supplier in performing the agreement. In particular, these are costs for the purchase of

materials, production and documentation costs, costs of analysis, initial instruction costs (training), expenses (travel, meals, communications, etc.), licensing fees, packaging, transportation, unloading and insurance costs, as well as government levies (VAT, customs duties, etc).

**5.2 Payments by Sanvert B.V. will be made independently of any inspection of deliveries. Accordingly, payments made by Sanvert B.V. do not constitute any acknowledgement of quantity and quality, and Sanvert B.V.'s legal claims in this regard will remain intact even after it has paid for a delivery.**

**5.3 Invoices should be emailed to Sanvert B.V., [administratie@avogel.nl](mailto:administratie@avogel.nl). The supplier is required to quote Sanvert B.V.'s order and article number on all invoices, if it has them. In any case, invoices must state the country of origin of the goods.**

**5.4 Unless otherwise agreed, payment will be made 30 days after Sanvert B.V. receives an invoice, but no earlier than 30 days after the goods have been received at the delivery address.**

**5.5 The assignment of existing claims against Sanvert B.V. is not allowed.**

## **6. Audits**

**6.1 After the supplier has been notified of this, Sanvert B.V. and its representatives, who are bound to secrecy, are entitled to inspect the documents and records relating to any delivery or service provision at any time. The supplier must also provide it with any information requested, such as about the status of the work.**

**6.2 Sanvert B.V. will inform the supplier of the result of any audit. If it is determined during the audit that corrective measures are necessary, the supplier undertakes to prepare a plan of action in this respect within 30 calendar days, implement it in a timely manner, and notify Sanvert B.V. of this in writing.**

**6.3 Sanvert B.V.'s implementation of such audits does not release the supplier from its responsibility for complying with the contractually defined warranties and obligations.**

## **7. Quality assurance system**

**7.1 The supplier must maintain at least one quality assurance system in accordance with the EN ISO 9001 standard or more heavily weighted standards (GMP). Depending on the type of product, Sanvert B.V. also has the right to require sector-specific certification, such as ISO 13485 for medical products, BRC/ISO 22000, Bio, Bio Knospe and Suisse Garantie for food applications, or ISO 22716 for cosmetics.**

**7.2 Evidence of any such certification must be provided to Sanvert B.V. in the form of corresponding documents. If there is no certification, Sanvert B.V. has the right to carry out a risk-based audit of the supplier.**

**7.3 The supplier must immediately inform Sanvert B.V., in writing, of any changes to or the expiry of certificates and to submit new or amended certificates. If a certificate expires, Sanvert B.V. is entitled to terminate the agreement without notice and without being liable to the supplier for damages.**

**7.4 The supplier must maintain a reporting system in order to be able to keep Sanvert B.V. informed of all events relevant to safety and quality. The supplier must also inform Sanvert B.V., within 24 hours, of any events that necessitate a halt to supplies or a recall of products.**

**Sanvert B.V. has the right to require the supplier to hand over all documents relating to such an event.**

**7.5 The supplier must document the implementation of the quality assurance measures**

and keep the relevant test protocols and quality reports (including any product samples) for at least 10 years. Sanvert B.V. is entitled to require the supplier to hand over such documents.

7.6 The supplier must inform Sanvert B.V. of the identity of at least one person who is responsible for compliance with the above conditions (quality representative) no later than at the time of concluding the agreement. The supplier must immediately inform Sanvert B.V., in writing, whenever a different quality representative is appointed.

7.7 The supplier must ensure that its sub-suppliers also set up and maintain a quality assurance system in accordance with the conditions set out above. Sanvert B.V. is entitled to demand proof of this from the supplier.

## **8. Miscellaneous**

8.1 The legal relationship between Sanvert B.V. and the supplier is governed exclusively by Dutch law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

8.2 Any and all disputes between the supplier and Sanvert B.V. arising from or otherwise connected with the or any agreement with the supplier or with these general purchasing conditions will, at first instance, be settled by the competent District Court in Gelderland, the Netherlands. Sanvert B.V. is also entitled, at its discretion, to have disputes with the supplier settled by the ordinary court in the supplier's place of business.

8.3 There are no verbal side agreements. Amendments or supplements to an agreement are only valid if they are recorded in writing.

8.4 If a contractual provision is or becomes invalid, this will not affect the validity of the remaining provisions. Any such provision must be replaced by a valid provision, the purport of which is as close as possible to that of the invalid provision.

8.5 Statements in text format, like emails, sent or recorded by electronic media, are deemed equivalent to statements in written form.

8.6 The parties undertake to comply with the relevant data protection regulations at all times.

8.7 The supplier is not entitled to transfer any rights under this agreement to third parties without Sanvert B.V.'s prior written consent.