

GENERAL PURCHASING TERMS AND CONDITIONS OF SODEXO BELGIUM NV FOR THE PURCHASE OF GOODS (FOOD, NON-FOOD)

1 GENERAL

1.1 SODEXO hereby accepts the SUPPLIER to supply the Goods subject to the provisions of I. the Master Agreement of this document, to the conditions set out in II. Annexes.

1.2 No provisions contained in the documents originating from the SUPPLIER or general terms and conditions from the SUPPLIER will govern the contractual relation between the Parties. They will not bind SODEXO in any way.

2 SUPPLY OF GOODS

2.1 The SUPPLIER undertakes to supply all products, brands, packaging and units from the range in accordance with the Orders.

2.2 SUPPLIER warrants that the Goods (i) comply with what is specified in the Order, (ii) are ready for use, free of liens, securities and visible and hidden defects, meet all the requirements regarding reliability and longevity (operate without failure), are in conformity with legal and regulatory standards (including technical, safety and hygiene standards) in force at the time and the place of delivery, and are adapted to the destination mentioned by SODEXO to the extent such destination was mentioned, or in the absence thereof, the usual destination of the Goods in question. The conditions mentioned above are cumulative.

2.3 The SUPPLIER shall, at its expense, obtain all certificates, permits and licenses required by any laws or regulations applicable to the Goods, to the delivery of Goods or to the SUPPLIER as an employer. The SUPPLIER guarantees compliance with all these laws. SODEXO reserves the right to request the SUPPLIER at any time to provide a copy of these certificates, permits and licenses.

2.4 The SUPPLIER certifies that it is the owner of the Goods or acts in the name and on behalf of the owner of the Goods, with the exception of the Goods owned by SODEXO at the SUPPLIER's premises.

2.5 The SUPPLIER guarantees that the supplied Goods comply with all relevant legislation and regulations. If the supplied Goods relate to food, the SUPPLIER guarantees that the supplied Goods comply also with the legislation related to food and that the Goods are free of contaminated and foreign substances and/or substances that are harmful to health.

2.6 On SODEXO's request, the SUPPLIER shall produce the documents proving compliance with the requirements relating to safety and hygiene in accordance with the applicable legislation and regulations.

2.7 The SUPPLIER undertakes furthermore to take care of preparations, processing, packaging and despatch,

in accordance with all trade regulations in general, and specifically the legislation relating to hygiene, protection, the keeping of foodstuffs and the non-interruption of the cold chain. SODEXO reserves the right to carry out inspections in this respect.

2.8 The Goods are always transported at the SUPPLIER's risk and expense. The damage undergone by or caused by the Goods due to insufficient packaging, protection or security are borne by the SUPPLIER.

2.9 In the event of late deliveries of Goods, SODEXO reserves itself the right to charge a penalty of 15% of the price of the Goods ordered for each calendar day of the delay.

3 ORDERING OF GOODS – DELIVERY NOTE

3.1 Orders are placed by telephone, letter or fax or electronically, within a reasonable period agreed between the SUPPLIER and SODEXO. A written prior confirmation of the Order by SODEXO is however necessary.

3.2 The Goods must be accompanied by a delivery note validated by the SUPPLIER. The SUPPLIER's driver/carrier must ensure that the delivery note is signed for receipt by the person in charge of the Site or any other person designated by SODEXO for the receipt of the Goods. In the absence of this signed copy, the Goods will be regarded as not having been delivered.

3.3 Any acceptance by the SUPPLIER of an order of Goods by SODEXO implies that the SUPPLIER undertakes to guarantee the delivery of spare parts required during the period of normal use of the Goods.

3.4 The SUPPLIER will assist SODEXO in answering the questions and responses of SODEXO's clients if needed and on its first demand.

4 PLACE, DATE AND TIME OF THE SUPPLY OF GOODS

4.1 The deadline for the delivery of Goods specified in the order must be strictly observed. The acceptance of the order by the SUPPLIER involves formal obligation for the SUPPLIER to comply with the deadlines.

4.2 The SUPPLIER shall notify SODEXO of all information affecting the execution of the obligations in the time provided for this purpose.

4.3 The supply of Goods are made by the SUPPLIER to the Site(s) or Wholesalers whose names and addresses are communicated by SODEXO in accordance with the Order(s). The SUPPLIER may not deliver to anywhere else than these Sites or Wholesalers, subject to a penalty consisting in the non-payment of the invoices relating to the supply of these Goods.

4.4 The SUPPLIER's carrier will remain available to the person in charge of the Site or his/her representative in order to allow the inspection of the Goods delivered.

4.5 The frequency, days and dates of delivery of Goods will be agreed between the person in charge of the Site or the person authorized to do so on the one hand, and the SUPPLIER on the other hand, under the supervision of SODEXO.

4.6 Except if otherwise agreed between the Parties, deliveries of Goods must be made only during weekdays and during the hours agreed upon with each Site. More specifically, they must be made between 7.30 and 11.00 hours in the morning and between 13.30 and 15.00 hours in the afternoon. Deliveries to Sites that are related to the Health sector can be made on Saturdays and Sundays.

4.7 The delivery times must be strictly adhered to. If the deliveries are not made during the agreed delivery times or where there is no such agreement, during the delivery times stated in article 4.6 above, SODEXO reserves itself the right to refuse the Goods and to cancel the Order without any indemnity being due.

4.8 The Goods must be delivered to and put at the entrance of the storage facility of the Site, unless expressly otherwise agreed by the Parties.

4.9 The SUPPLIER's carrier will further comply with the internal regulations of the Site with regard to health and hygiene, access, safety and security.

4.10 If the Goods do not comply fully with the requirements, SODEXO has the right, without prejudice to any other rights and remedies available to it by law or otherwise, to reject the Goods and return them at the SUPPLIER's risk and expense whom will take immediate action to ensure compliance.

5 CONFORMITY OF THE GOODS

5.1 The SUPPLIER may make no changes whatsoever to the Order without prior written permission from SODEXO, the person in charge of the Site or the person authorized for this purpose. Every change made without such permission entitles the latter to refuse the delivery of Goods. All Goods that do not comply with the specifications in the Order will be taken back by the SUPPLIER at its expense. SODEXO reserves itself the right to demand indemnification as a consequence of a changed Order and/or Goods not in conformity with the Order.

5.2 The SUPPLIER shall submit all changes in relation to the product specification/ its composition/ (sustainability) labels, to SODEXO for assessment at least six (6) weeks in advance. SODEXO, reserves itself the right to end or withdraw the Agreement and/or Order completely or in part with immediate effect as a consequence of the intended changes.

5.3 The person in charge of the Site or the person delegated to this task is not required to report visible defects in the Goods immediately, i.e. at the time of delivery. These will be reported to the SUPPLIER by the person in charge of the Site or the person appointed to

this task, or by SODEXO, no later than 24 hours after the delivery date.

5.4 A complaint may be sent to the SUPPLIER as a result of a bacteriological analysis of a sample taken on SODEXO's request. If the results are not in conformity with the applicable standards, the costs of the analysis will be borne by the SUPPLIER.

5.5 The SUPPLIER may be notified by registered letter of a complaint relating to hidden defects no later than 2 months after the discovery of the defect in the Goods, or no later than 1 year after the delivery date.

5.6 The total or partial use of the Goods sent, the signature of the purchase order for simple receipt or of any other similar document shall not imply the acceptance of (and defects of) the delivered Goods.

5.7 In the event of defective Goods, the SUPPLIER should replace these immediately and in response to a single request from SODEXO.

5.8 The SUPPLIER must respect the provisions relating to guarantees in the event of defects in sold goods, in accordance with the Belgian legislation.

5.9 Goods (including spare parts and salary) have a warranty for a period of two years as from their acceptance against all defects in material, design, construction, operation and other defects. The statutory provisions of the Act of 25 February 1991 concerning liability for defective products shall apply.

6 OUTSOURCING OF SUPPLY

6.1 The SUPPLIER is not entitled to outsource tasks to a subcontractor without prior written consent of SODEXO.

6.2 In case of subcontracting, the SUPPLIER will not be discharged from his obligations and the SUPPLIER will remain liable towards SODEXO for the actions, faults and negligence of the subcontractor as if those actions, faults or negligence were attributable to the SUPPLIER.

6.3 In the event of outsourcing of the deliveries of Goods by the SUPPLIER, the latter shall warrant compliance with the Agreement by its subcontractor. In any event, the SUPPLIER shall solely remain liable towards SODEXO for the satisfactory the deliveries of Goods.

7 INVOICING

7.1 Every month an invoice is sent to the Site responsible person, or the appointed member of the staff of SODEXO in accordance with what has been agreed between the Parties.

7.2 In addition to the compulsory statutory provisions, the invoice will contain the following information:

1° For each product: the quantity of units delivered, the unit price excl. VAT, the total value excl. VAT. 2° For all deliveries collectively: the amount to be paid for the units delivered and/or taken back, the total amount excl. VAT, the amount of the VAT, the total amount incl. VAT to be paid.

7.3 Every promotion done by the SUPPLIER shall be organised by way of a price reduction granted to SODEXO. A Good may never be supplied free of charge by the SUPPLIER to SODEXO.

7.4 If there are packaging that were not invoiced and that must be returned to the SUPPLIER, this must be stated explicitly on the dispatching advice and the invoice. If this information is lacking, SODEXO will reject all liability in this respect.

7.5 The SUPPLIER shall comply with the current legislation relating to waste and recycling.

7.6 All costs that were not agreed previously by the Parties and affect the invoicing amount in any way will not be paid by SODEXO.

8 PAYMENT, SET-OFF AND TRANSFER

8.1 All invoices will be paid no later than on the sixtieth (60th) day following the end of the month of invoicing. Invoices that have not been sent within three (3) months after the delivery of Goods shall automatically expire and can no longer be claimed

8.2 All amounts, prices, costs, expenses and income that must be paid under the purchase order must be quoted in EURO and are exclusive VAT.

8.3 All direct and indirect taxes due as a result of the delivery of goods shall be borne by the SUPPLIER.

8.4 If the same invoice has been paid several times, the SUPPLIER undertakes to spontaneously and immediately repay the sums wrongfully received.

8.5 SODEXO shall have the right to set-off its debts that it has against the SUPPLIER and which have occurred within the framework of the Agreement and other agreements between the Parties that are connected with the subject of the Agreement.

8.6 This principle of set-off also applies in the event of consolidation (liquidation, winding-up and compromise), to the extent that there is an objective connection between the reciprocal debts.

8.7 The SUPPLIER undertakes not to transfer its receivables (factoring) without prior permission from SODEXO. Any factor must be advised, furthermore, of the terms of the Agreement which can always be invoked by SODEXO against the factor.

9 PRICE REVISIONS

9.1 The SUPPLIER shall only send the rates to SODEXO, Boulevard de la Plaine/ Pleinlaan 15 in 1050 Brussels (Belgium). The rates may never be sent to the Sites.

9.2 Price revisions must be applied for at SODEXO at least three months in advance of implementation. A price revision will only be implemented after its acceptance by SODEXO. Applications for price revisions may only be made IN WRITING and accompanied by evidence, such as ministerial permission, fluctuation in foreign currency

rates in the event of imported Goods, and/or any other documentary evidence, to the following address:

SODEXO BELGIUM SA/ NV, SUPPLY CHAIN DEPARTMENT,
Boulevard de la Plaine/ Pleinlaan 15, 1050 BRUSSELS

10 HYGIENE INSPECTIONS

10.1 In order to develop a policy based on the quality of its purchases, SODEXO has authorized an external firm of specialists to carry out hygiene audits and to check whether the systems and the Goods offered for sale are consistent with the standard of hygiene that SODEXO requires.

10.2 These visits are by no means repressive in nature and shall remain principally confined to information on the hygiene prevailing on the premises at the time of the visit. The SUPPLIER will be notified of the visit by the representative appointed for this purpose.

10.3 The SUPPLIER undertakes to allow visits of this kind by the representatives of the external firm of specialists or any other person employed by SODEXO.

10.4 The costs relating to the first audit shall be at the expense of SODEXO. In the event that the results of the audit do not permit a SUPPLIER to be approved or its approval to be retained (i.e. the preferred supplier's policy of SODEXO) the audit follow-up and/or the coaching needed to ensure that the SUPPLIER meets the standards shall be at the SUPPLIER's expense. If samples have to be taken and analyses are made of samples, the SUPPLIER may be required to bear the costs involved.

10.5 SODEXO has the right to check the correctness of the SUPPLIER product specification documents concerning the quality of the products by executing physico-chemical and/or microbiological analyses. The costs for these analyses will be on charge of SODEXO if the results are compliant, but can be forwarded to the SUPPLIER if the results are not compliant.

11 LIABILITY AND INDEMNIFICATION

11.1 The SUPPLIER shall comply with its obligations provided in the Agreement. Failing this, the SUPPLIER shall be required to hold harmless and indemnify SODEXO for all direct and indirect consequences of these shortcomings.

11.2 SODEXO shall also have the right to suspend the execution of the Agreement or to consider the Agreement as automatically terminated if the SUPPLIER fails to fully comply with its obligations, after having been put on notice by SODEXO to comply with it within a reasonable time.

11.3 If the SUPPLIER after having been put on notice by SODEXO, fails to remedy the defaults raised and/or still fails to deliver the Goods in accordance with the notice, SODEXO has the right to suspend the contract and to buy the Goods from a third party, at the SUPPLIER's expense and without prejudice to the right of SODEXO to terminate the contract.

11.4 The SUPPLIER shall exempt SODEXO to consult him on the choice of supplier and on the associated costs.

11.5 The SUPPLIER and/or its subcontractors shall be liable for any damage arising out of the fault or the negligence of SUPPLIER and/or of its subcontractors, except for gross negligence, fraud or wilful misconduct on the part of SODEXO.

11.6 In the event of damage to third parties due to the fault or negligence of the SUPPLIER and/or of its subcontractors, the SUPPLIER shall hold SODEXO harmless.

11.7 The SUPPLIER shall defend and indemnify entirely SODEXO in case of claim(s) made by a third party to the Agreement for which the SUPPLIER could be held responsible. The SUPPLIER shall indemnify SODEXO for all damage, loss, claim, compensation or expenditure incurred as a consequence of action brought by a third party as described above.

12 INSURANCES

12.1 The SUPPLIER confirms having subscribed the insurances mentioned below (in art 12.2) with a reliable and creditworthy insurer. These insurance must be in force for the duration of the Agreement. The insurances shall moreover have to remain in force after the term of the Agreement for Goods where the warranty period continues to run until after the term of the Agreement. In this case, the insurance must at least be in force until 3 months after the end of the warranty period. Regarding the product liability, the warranty shall remain for claims introduced after the end of the insurance policy.

12.2 The SUPPLIER will provide SODEXO with a copy or sufficient evidence of such insurance on its first request :

- Work accidents : an insurance policy in accordance with the Belgian laws and regulations that guarantees work accidents and accidents suffered by its employees occurred on the way to and from the place of work.
- Damage to property : the SUPPLIER undertakes to subscribe an insurance, both for its own goods and for goods of its subcontractors, for damages to SODEXO's property or of a third party and for a minimum amount of € 2.500.000 per incident and per year.
- Third-party Liability : the SUPPLIER subscribes a third-party liability insurance, specifically in the event of personal injury and food poisoning as well as a liability insurance for products and products entrusted for a minimum amount of € 5.000.000 per incident and per year. The SUPPLIER undertakes to waive any claim against SODEXO in this respect and to have its insurers do likewise.
- Professional liability : the SUPPLIER subscribes in addition a professional liability insurance, which is the SUPPLIER's contractual and extra- contractual liability for damages of any kind caused to third parties as a result of errors, omissions or negligence during the performance of its activities.

12.3 The insurance coverage shall ensure the consequences of errors in the intellectual work, being the subject of the tasks entrusted to the SUPPLIER (e.g. the study, design, coordination, supervision,... of some

works). Unless otherwise agreed in writing, the minimum coverage for this insurance amounts to € 2.500.000 per occurrence and per year.

12.4 If the SUPPLIER fails to subscribe or to maintain the insurance, this constitutes a sufficient ground for automatic termination of the Agreement.

13 CONFIDENTIALITY AND DATA PROTECTION

13.1 The SUPPLIER shall treat any information that is made available directly or indirectly by SODEXO, a group company to which it belongs, employee, partner, colleague or subcontractor or any information that it became acquainted during the collaboration or resulting of this Agreement, as secret and confidential. The SUPPLIER shall not use or disclose this information without prior written approval of SODEXO, except (i) to advise the parties involved in the drafting, negotiation, execution or interpretation of this Agreement or (ii) in judicial proceedings. The Parties undertake not to use such confidential information for purposes other than the performance of their obligations under this Agreement.

13.2 This confidentiality obligation shall apply for the duration of the Agreement and for a period of 5 years after its termination.

13.3 The SUPPLIER agrees that its personnel (and subcontractors if they must receive any information to execute their obligations) will respect the commitment stipulated in article 13.1 above.

13.4 Personal Data: any data relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Data Controller: any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing;

"When the performance of this Agreement requires that either Party collects, uses, processes, discloses or transfers Personal Data, that Party undertakes that such collection, use, processing, disclosure and / or transfer of Personal Data are executed in accordance with the applicable law regarding the protection of personal data. In such case, both parties undertake to take the appropriate technical- and organizational measures to protect the personal data they would process in the performance of the Agreement and to comply with the instructions of the Party that would act as Data Controller."

13.5 As a data subject, you have the right of access and rectification of your personal data and the right to oppose to the processing of your personal data for serious and legitimate reasons, that can be exercised by writing to dataprivacy.oss.be@sodexo.com.

14 TERMINATION

SODEXO is entitled to terminate the Agreement with immediate effect subject to prior written notice in the following cases:

- a. The deliveries do not comply with the requirements with regard to safety and hygiene in accordance with the applicable legislation and regulations.
- b. In the event of food poisoning caused by the Goods supplied.
- c. The SUPPLIER fails to make one or more deliveries, or deliveries are delayed.
- d. The SUPPLIER commits a breach of one of its obligations under this Agreement (eg. to the Service Level Agreements or Goods specifications stated in Annex 2), despite a written notice/ request by SODEXO in which the breach is specified, is not remedied within the given timeframe.
- e. The SUPPLIER is guilty of gross negligence.
- f. The Goods delivered have obvious defects.
- g. The SUPPLIER becomes financially unstable or goes into liquidation.
- h. In accordance with article 7.11 "audit" of the Master Agreement Provisions, the audit result is still negative despite an action plan and a term granted by SODEXO to remedy the issues.
- i. The SUPPLIER does not comply with the stipulation under article 5.5 of the actual general purchasing conditions.
- j. The SUPPLIER does not comply with the stipulation under article 5.8 of the actual general purchasing conditions.
- k. The SUPPLIER, its representative or subcontractor visits the Site(s) without permission of SODEXO.
- l. The SUPPLIER has a direct contact with SODEXO's client without SODEXO's prior approval.
- m. The SUPPLIER does not comply with the confidentiality clause under article 13 of Annex 1A.
- n. The SUPPLIER does not comply with the clauses 7.3, or – 8.6. – 16.3 of the actual general purchasing conditions.

15 FORCE MAJEURE

15.1 Neither the SUPPLIER nor SODEXO will be held responsible for late or defective performance of their obligations in case of their services are rendered impossible or complicated by a case of force majeure as defined below.

15.2 "Force majeure" covers all unforeseen and unavoidable events which are not the consequence of a fault or negligence of the Party invoking force majeure and which cannot be prevented by that Party or in

relation to which that Party cannot take reasonable measures (including, but not limited to strike, a company sit-in, natural disasters, war, fire, storm, flood and explosion). The Party invoking the force majeure shall, as soon as reasonably possible, notify the other Party and will comply with all its obligations as soon as the cause of the force majeure is eliminated. The other party is also exempt from complying with its obligations until the above mentioned cause is eliminated. Should the force majeure not allow partial performance and last for more than one (1) month, then each Party has the right to terminate the contract without any notice period or indemnity in lieu of notice, provided this is done by way of registered letter. The aforementioned is without prejudice to the prior mandatory payment for goods already delivered.

16 MISCELLANEOUS

16.1 Each Party will bear its own costs incurred as a consequence of or with regard to the negotiation, the preparation and performance of the Agreement.

16.2 Under no circumstances shall the SUPPLIER or one of its representatives be allowed to visit the Sites managed by SODEXO or one of its related companies, without written permission from SODEXO.

16.3 The SUPPLIER shall not be permitted to provide samples without prior permission from SODEXO. Nor shall it issue invitations, gifts, premiums, gratuities or any other sales incentives.

16.4 The SUPPLIER's personnel, subcontractors, agents or any other representatives always travel at the SUPPLIER'S sole risk and expense.

16.5 With regard to the Goods supplied to SODEXO, the SUPPLIER must be able to submit, free of charge, monthly reports and/or aggregate statistics for a specified period on SODEXO's request within the required period of time.

16.6 In case of judicial or arbitral proceedings, the SUPPLIER agrees to deliver all necessary information to SODEXO and to intervene in this procedure on its first demand. In the absence of this, the costs caused by this failure shall in any case be borne by the SUPPLIER.

16.7 Each provision set out in the Agreement will be interpreted as independent of any other provision, so that, if any provision of the Agreement is void or unenforceable, the other provisions set out in the Agreement will remain in full force and effect. Parties will in such case consult each other in order to reach a replacing arrangement provided that the Agreement does not lose its overall nature.

17 APPLICABLE LAW AND JURISDICTION

The Agreement is exclusively governed by Belgian law. All disputes relating to this contract shall be subject to the exclusive jurisdiction of the Courts in Brussels.