

GENERAL CONDITIONS OF PURCHASE OF NESTLÉ NEDERLAND B.V.
Registered at the court "Arrondissementsrechtbank" at Amsterdam
16 September 2008 under number 113/2008

Article 1

The following terms have the meaning as set out thereafter:

the supplier: the natural or legal person, to whom the order is directed.
the goods: the goods, in the widest sense of the word, as described in the order.
the services: the services, in the widest sense of the word, as described in the order.
the specifications: the technical description of the goods and/or services, contained in the order or which is referred to in the order.
the order: the written order placed by Nestlé for the delivery of goods and/or services, including (where applicable) supplements belonging thereto.

Article 2

These conditions of purchase are applicable to all requests, orders placed and agreements of Nestlé with the supplier. Any general conditions of the supplier are not applicable. All invoices from the supplier shall refer to the relevant order(s).

Article 3

The delivered goods and the services rendered must conform to the specifications and be suitable for the purpose for which they are intended. The goods must also conform to applicable law and regulations, including, if applicable, the Commodities Act ("Warenwet") (or foreign equivalents thereof) and the issued rules based thereon. During the assembly of machines and/or installations the supplier will prevent the use of goods which do not conform to applicable law and regulations.

Article 4

In order to prevent bodily harm to persons or damage to goods or property, the supplier shall comply with applicable law and regulations pertaining to safety, health and the environment and with regulations issued by Nestlé from time to time. The supplier ensures that its employees and third parties rendering services to the supplier comply with the same regulations. The supplier is liable for its employees and third parties rendering services to the supplier regarding the execution of the services and production of the goods.

Article 5

All terms in the order are definitive. Upon breach of any of the provisions in the order or provisions in an agreement between Nestlé and the supplier, the supplier is in default immediately (without notice from Nestlé being required).

Article 6

The supplier is not authorised to commission orders placed by Nestlé, nor to assign any agreements between the supplier and Nestlé in whole or in part to third parties without prior written consent from Nestlé. Nestlé is entitled to assign any and all agreements with the supplier to any company within the Nestlé group as may be amended from time to time.

Article 7

The supplier guarantees that no rights of third parties have been infringed upon regarding the delivered goods or services. The supplier indemnifies Nestlé and its employees against all claims of third parties with respect to damage resulting from the delivered goods and/or services.

Article 8

The supplier is liable for any damages resulting from the execution of the order. The supplier shall be adequately insured against product liability and other legal liability risks. The supplier is likewise obliged to ensure that sold goods, as long as they have not yet been delivered to Nestlé's premises, are adequately insured against risks of damage or loss. Any risks regarding the goods are for the account of the supplier until delivery at Nestlé's premises.

Article 9

At all times Nestlé is authorised, but not obliged, to check or inspect the goods or services, irrespective of where these goods may be or where the services are being carried out. Nestlé is always entitled to enter the premises of the supplier to perform such inspections and examinations.

Article 10

Unless agreed otherwise in writing, the term of payment is 60 days after the latest of the date of invoice and the delivery date. Payment by Nestlé does not imply the supplier has executed all its obligations properly.

Article 11

All specifications, designs, drawings, models, sketches, slides, software and/or other aids, supplied by Nestlé or acquired by the supplier on behalf and for account of Nestlé, remain the property of Nestlé. The supplier shall maintain such specifications, etc. in good condition and store them separately and mark them as property of Nestlé, and return them to Nestlé upon termination of the agreement or at any other moment upon request from Nestlé. The supplier shall keep any information regarding Nestlé, the goods, services, orders and/or agreements confidential. The supplier ensures that its employees and third parties rendering services to the supplier also keep aforementioned information confidential.

Article 12

All orders and agreements by Nestlé are subject to Dutch law, unless otherwise agreed in writing between the parties. The parties shall attempt to settle any dispute arising from or in connection herewith amicably within two months of such dispute arising, failing which the dispute shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam.

Article 13

Besides from these conditions we refer to our "Nestlé Supplier Code" (www.nestle.com/suppliers).