

**1 Formation of the contract**

- 1.1 No contract shall be deemed to have been formed until and in so far as a purchase order is accepted in accordance with these General Conditions. Supplier shall confirm the purchase order as soon as possible but ultimately within 3 calendar days after receipt of the purchase order. If Supplier does not reject the purchase order in writing (including email) within 3 calendar days, the purchase order is deemed confirmed and a contract is formed.
- 1.2 Any reference by the Supplier to general terms and conditions, for example in an invoice or click-through terms, shall be without any effect.
- 1.3 These General Conditions may be supplemented by Specific Conditions.
- 1.4 In the event of conflict, these General Conditions shall prevail over the purchase order, unless provided otherwise in these General Conditions or Specific Conditions. In the event of a conflict or inconsistency between the General Conditions, Specific Conditions and any statement of work, offer, or other schedule, attached to the purchase order, the General Conditions and Specific Conditions shall prevail.

**2 Price and payment**

- 2.1 Unless otherwise expressly provided in the purchase order, the price shall be fixed and exclusive of VAT but shall include all further applicable taxes and costs including but not limited to costs for, adequate packaging, inspections, tests, certificates, import duties, levies, transport, sales tax, and personal income tax, all travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, and the costs charged by any third-parties engaged by Supplier.
- 2.2 FrieslandCampina shall initiate payment of invoices within the maximum statutory period in force at date of the invoice.
- 2.3 Supplier shall adhere to FrieslandCampina's invoicing (including e-invoicing) routines and invoices bear the relevant and correct address, buying entity, reference or purchase order number and the date of the purchase order. Incorrectly specified invoices will not be paid and be returned to Supplier.
- 2.4 Payment or acceptance by FrieslandCampina does not in any respect whatsoever imply a waiver of any right under the contract and these General Conditions or law.
- 2.5 In the event the Supplier is obliged to increase the prices by virtue of a mandatory law provision, FrieslandCampina shall have the right to terminate the contract with immediate effect.
- 2.6 All costs incurred by the Supplier in relation to an offer are for the Supplier's account.

**3 Ordering Process**

- 3.1 The Supplier acknowledges that no volume commitment other than the volumes stated in the purchase order has been given by FrieslandCampina for Goods and/or Services and that FrieslandCampina shall not exclusively purchase from Supplier.
- 3.2 Any forecasts provided by FrieslandCampina to Supplier are non-binding and shall merely represent reasonable estimates for planning purposes only.

**4 Packaging and Delivery**

- 4.1 The Goods must be packaged and preserved in such a way that protection against external forces is guaranteed or in a manner that is appropriate for the Goods.
- 4.2 Each shipment shall be accompanied by a duly specified packing note and all the associated documentation.
- 4.3 Supplier shall timely provide FrieslandCampina with (copies of) all applicable licenses, documents, information, instructions necessary for safe and proper transport, custom clearance, use, treatment, process and storage of the Goods, and with all required certificates of analysis/conformity.
- 4.4 The delivery time is a firm deadline on penalty of forfeiture of rights. If Supplier does not deliver the Goods prior or at the agreed delivery time, the Supplier shall be in default without any further notice being required.
- 4.5 Notwithstanding the before, the Supplier shall notify FrieslandCampina immediately in writing if Supplier becomes aware that it will be unable to deliver the Goods on the agreed delivery date. In such case, the Supplier shall at its costs accelerate and deploy such additional measures as are required to make up for the delay.

- 4.6 The delivery conditions for the Goods shall be Delivered Duty Paid (DDP Incoterms 2020) at the FrieslandCampina location included on the purchase order.

**5 Transfer of risk and ownership**

- 5.1 The Goods will remain at the expense and risk of the Supplier until they are delivered, in accordance with the applicable Incoterm.
- 5.2 Ownership of the Goods shall pass from the Supplier to FrieslandCampina at the time of delivery, unless (i) otherwise agreed upon between the parties in the purchase order, or (ii) if the Goods are rejected by FrieslandCampina.

**6 Inspection**

- 6.1 FrieslandCampina reserves the right to inspect, to check and/or to test the Goods delivered or to be delivered, as well as the production or warehouse facilities where the Goods are located, providing reasonable notice. FrieslandCampina can further require a production or confirmation sample, free of charge. Inspection costs shall be borne by the Supplier if the inspected Goods and/or materials fail to meet the Specifications or general requirements as provided for in the purchase order or these General Conditions.

- 6.2 The Supplier acknowledges that FrieslandCampina does not carry out full entrance controls. Any Apparent Defect will be notified to Supplier as soon as reasonably possible from their discovery. Failure to notice Defects or to give Supplier timely notice shall never constitute a waiver of such claims by FrieslandCampina.

- 6.3 FrieslandCampina may at its discretion (partially) reject Defective Goods without any payment becoming due by FrieslandCampina without any further liability towards the Supplier.

**7 Specifications**

- 7.1 Supplier shall adhere to the Specifications as stated or referred to on the purchase order.

**8 Execution of Services**

- 8.1 The Supplier shall complete the Services within the agreed period of time in the purchase order. Exceeding this period places the Supplier in default without notice of default being required. The Supplier shall give FrieslandCampina timely advance notice of the progress of and the possibility of the period being exceeded, which notice does not release the Supplier from its liability

- 8.2 The Supplier will inform FrieslandCampina in writing when it judges that it has completed the agreed work. FrieslandCampina will inform the Supplier 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 Supplier.

- 8.3 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.

- 8.4 The Supplier shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the Services and/or the employment of personnel.

- 8.5 Supplier shall not suspend any part of the Services where: (i) FrieslandCampina is reasonably disputing any amount due to Supplier; or (ii) any unpaid but undisputed amount due to Supplier is less than 60 business days in arrears.

**9 Warranties**

- 9.1 Supplier represents and warrants to FrieslandCampina that:
  - a. all Goods and Services are suitable for the purpose and compliant with the reasonable expectations of FrieslandCampina relating to the (intended) use, characteristics and/or reliability of the Goods and/or;
  - b. all Goods strictly comply with the Specifications, approved samples and all other agreed requirements;
  - c. all Goods shall be and shall be new, merchantable, of good quality and free from all Defects in design, materials, construction and workmanship;
  - d. all Goods and Services strictly comply with the FrieslandCampina Quality Requirements;
  - e. all Goods shall be designed, manufactured and delivered in strict compliance with all applicable laws and regulations, in the country in which they are produced, delivered and/or processed,



- and all other countries Supplier is aware of in which FrieslandCampina will sell products incorporating the Goods;
- f. all Goods are delivered with all required licenses required for the intended use of the Goods, including the AEO certificate;
- g. All Goods comply with the CE approval requirements, where applicable, in evidence of which the goods will bear the CE Approval Mark;
- h. all Goods shall be delivered free from any and all liens and encumbrances;
- i. all Services shall be performed in a workmanlike and professional manner, in accordance with generally accepted industry and professional standards, procedures and practices;
- j. the Services 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, penalties and or damages resulting from non-compliance with this provision, shall in all cases be paid by Supplier, even if they are initially borne by FrieslandCampina;
- k. all Goods and Services shall comply with all relevant and applicable policies of FrieslandCampina (including but not limited to quality and safety procedures; and corporate social responsibility rules referred to in these General Conditions).
- 9.2 In the event of any failure to meet the warranties Supplier shall, at FrieslandCampina's request and without limiting the other (statutory) remedies available to FrieslandCampina or any of Supplier's obligations pursuant to this General Conditions:
- a. re-deliver the relevant Goods or reperform the relevant Services without additional charge to FrieslandCampina or, at FrieslandCampina's option, or
- b. refund to FrieslandCampina the full amount paid for such Goods or Services.
- 9.3 FrieslandCampina may retain, destroy or return rejected Goods to the Supplier at Supplier's expense and risk.
- 9.4 The warranties will subsist for a period of thirty-six (36) months from the date of delivery of the Goods or acceptance of the Services. Goods repaired or replaced and Services reperfomed within the warranty term are warranted for the remainder of the original warranty term of said Goods, or twelve (12) months following the date of repair or replacement, whichever is longer.
- 9.5 The warranties contained in this General Conditions are not exhaustive and shall not be deemed to exclude any other warranties set by law, Supplier's standard warranties or other rights or warranties which FrieslandCampina may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and provision, inspection, acceptance and payment and shall extend to FrieslandCampina and its customers.
- 10 Safety And On-Site Instructions**
- 10.1 If, for the delivery of the Goods or performance of Services, Supplier will be present at one of the locations of FrieslandCampina, Supplier shall at all times adhere to the applicable hygiene and safety rules on the location of FrieslandCampina. This article shall not be understood or interpreted that FrieslandCampina is responsible for the safety of Supplier or its employees.
- 10.2 Other than in cases of intentional act or omission or gross negligence on its own part or its executive management staff, FrieslandCampina is not 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 Supplier, to third parties engaged or otherwise involved by Supplier in the execution of the contract, to goods of Supplier or those third-parties or persons employed by Supplier or those third-parties.
- 11 Quality**
- 11.1 Supplier may only deliver Goods or provide Services to FrieslandCampina if and for as long as Supplier strictly complies with the FrieslandCampina Supplier Quality Requirements as provided by FrieslandCampina.
- 12 Intellectual Property Rights**
- 12.1 Each party shall at all times remain the owner of all Existing IP, and none of the parties transfers, by operation of this General Conditions, to the other party (or to any other party, for that matter) any Existing IP.
- 12.2 FrieslandCampina shall be the owner of New IP. Supplier shall effect and give its full cooperation to an irrevocable transfer of New IP to FrieslandCampina free and clear of any encumbrances and shall execute all documents and take all actions necessary to do so.
- 12.3 Supplier shall procure that Existing IP incorporated in New IP is licensed to FrieslandCampina with a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable and freely transferable right to use such Existing IP for the purpose of using the New IP.
- 12.4 All drawings, documents or materials provided to Supplier by FrieslandCampina are the property of FrieslandCampina and may at all times be reclaimed by FrieslandCampina. Supplier shall administer all these drawings, documents and materials and keep them in good condition at its own expense and risk.
- 12.5 The Supplier will check such drawings, documents 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 Supplier will be liable for all damages and costs suffered by FrieslandCampina in that regard.
- 12.6 Supplier is not entitled to make use of or refer to any trademark, trade name, or other Intellectual Property right of any company in the FrieslandCampina group without the prior written consent of FrieslandCampina. Any authorized use shall be strictly in accordance with the instructions of and for the purposes specified by FrieslandCampina.
- 12.7 The Supplier guarantees to FrieslandCampina that the use (including sale or delivery) of the Goods or Services delivered to FrieslandCampina does not infringe any right of intellectual or industrial property belonging to a third-party.
- 13 Recall**
- 13.1 In the event of a Recall because the Supplier delivered Defective Goods or rendered Defective Services, the Supplier shall:
- a. provide active and full cooperation to FrieslandCampina to determine the cause of the incident resulting to the Recall;
- b. provide reasonable assistance in developing a recall strategy and shall cooperate in monitoring and executing the recall operation and in preparing such reports as may reasonably be required; and
- c. not take any action or make any statement in relation to the Recall or to any involvement of the parties related to the Recall, unless this is explicitly approved in writing by FrieslandCampina.
- 13.2 In the event the Recall is primarily the result of any fault or omission attributable to Supplier, Supplier shall indemnify FrieslandCampina and hold FrieslandCampina harmless against any and all damages suffered by FrieslandCampina as a result of such Recall as determined by FrieslandCampina, including but not limited to customer fines/fees related to the Recall. If the parties are equally at fault for such Recall, the parties shall share such losses, damages, liabilities, costs and expenses equally. This indemnification is unlimited and is therefore not limited by article 14.
- 14 Liability**
- 14.1 Neither party shall be liable to the other party for indirect damages, unless explicitly mentioned otherwise in a contract or these General Conditions.
- 15 Indemnity**
- 15.1 Supplier shall indemnify against all claims, losses, damages and expenses of whatsoever kind or nature, which may be asserted against or be incurred by FrieslandCampina or any third party, including (but not limited to) those resulting from injuries to any person or damage to any property, arising from or in connection with (i) any act, omission or failure to act of the Supplier (or anyone acting under its direction or control or on its behalf), (ii) any imperfection or Defect in the Goods or Services, (iii) any breach of any of the provisions of the General Conditions by the Supplier (or anyone acting under its direction or control or on its behalf), or (iv) any loss of data under Suppliers control.
- 15.2 Supplier shall further indemnify FrieslandCampina against any action by third parties based on the claim that any one or more of the Goods or Services delivered by Supplier constitutes an infringement of their Intellectual Property rights and/or any other (property). Supplier shall be liable for full reimbursement of all costs and damages that FrieslandCampina might incur as a result of such claims, regardless of FrieslandCampina's approval or acceptance of the



- Goods or Services. This indemnification is unlimited and is therefore not limited by article 14.
- 16 Insurance**
- 16.1 Supplier shall obtain and maintain a policy of insurance giving coverage in respect of its obligations and risks under this General Conditions.
- 16.2 Upon FrieslandCampina's written request, Supplier shall provide FrieslandCampina with the certificate(s) evidencing such cover.
- 17 Confidential Information**
- 17.1 Supplier shall keep, and ensures that all employees and contractors keep, confidential all Confidential Information and shall not disclose or publish anything with regard to such matters without the prior written permission of FrieslandCampina for 5 years from the date of disclosure.
- 17.2 Supplier shall not use any of FrieslandCampina's proprietary items, such as Trade Secrets, market reports, trademarks or FrieslandCampina's name, for any other purpose than intended in the purchase order and authorized in this General Conditions.
- 18 Data**
- 18.1 FrieslandCampina holds all right, title and interest, whether express or implied, to any and all data relating to FrieslandCampina's Goods, Services, business and/or operations which are collected, created or disclosed in the context of the contract. Unless otherwise approved in writing by FrieslandCampina such data may only be created, collected, processed, gathered and/or used by Supplier for performance of the contract, and Supplier shall promptly send, communicate or otherwise make available such data to FrieslandCampina on request.
- 19 Personal Data**
- 19.1 In case the Services provided by the Supplier under these General Conditions involve the Processing of Personal Data the parties agree the following:
- a. Supplier shall act only on the written instructions from FrieslandCampina and for the purposes of providing the Services. Supplier shall deal promptly and appropriately with inquiries of, and instructions from FrieslandCampina related to the Processing;
- b. Supplier shall only permit sub-processors to process Personal Data based on prior written approval of FrieslandCampina;
- c. Supplier shall upon termination or expiration of the contract, or on request of FrieslandCampina, return any Personal Data and/or shall securely destroy such Personal Data
- 20 IT-security**
- 20.1 Supplier shall implement appropriate technical and organizational security measures to protect Confidential Information, data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and unlawful processing. For Personal Data this includes
- d. the pseudonymization and encryption;
- e. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- f. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- g. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- 20.2 Supplier warrants that it shall -and that its subcontractors shall- implement and maintain appropriate technologies, software, processes, procedures and controls designed to protect the digital environment from cyber security incidents and to accurately react to such incidents.
- 20.3 Supplier shall submit its relevant processing systems, facilities and supporting documentation to inspection or audit on request.
- 20.4 In the event of a data breach or security incident or the suspicion thereof Supplier shall immediately inform and keep updated FrieslandCampina and shall indicate:
- h. the details, location and timing of this breach or incident;
- i. the expected consequences thereof;
- j. the actions available to mitigate effects and consequences of such breach or incident; and
- k. all other data and information that will assist in handling the cause of the breach or incident.
- 21 Business Practices Principles and Responsible Supplier Policy**
- 21.1 Supplier acknowledges, accepts and agrees to adhere to the FrieslandCampina group
- a. Business Practices Statement; and
- b. Responsible Supplier Policy as made available on FrieslandCampina's internet page ([www.frieslandcampina.com/about-us/policies-and-commitments](http://www.frieslandcampina.com/about-us/policies-and-commitments)).
- 22 Miscellaneous**
- 22.1 Except as otherwise provided herein, Supplier shall not, but FrieslandCampina may assign, delegate or subcontract to a third party the performance of the contract or any part hereof without the prior written consent of the other party.
- 22.2 The invalidity, illegality or unenforceability of any provision of these General Conditions, shall not affect the other provisions and the General Conditions shall be given effect as if the invalid, illegal or unenforceable provision had been deleted.
- 22.3 Nothing in these General Conditions shall be construed so as to create or deem a partnership. Supplier is not appointed as a representative of or employee of FrieslandCampina.
- 22.4 No variation or waiver of the General Conditions is valid unless made in writing and signed by authorized representatives of each party. No waiver of any particular breach of the contract shall be held to be a waiver of any other or subsequent breach.
- 23 Termination**
- 23.1 Without prejudice to any statutory rights either party may terminate the contract in whole or in part immediately by giving written notice in the event Supplier:
- c. has materially breached its obligations under the contract or applicable law;
- d. has significantly discredited FrieslandCampina or damaged its reputation (at FrieslandCampina's discretion); or
- e. becomes the subject of bankruptcy proceedings or under insolvency laws or for receivership, liquidation, or dissolution.
- 23.2 Within ninety (90) days of termination of the contract FrieslandCampina may, at its option, purchase any work in process, licenses and/or raw materials that Supplier has purchased exclusively for FrieslandCampina for the production of the Goods or performance of Services. FrieslandCampina shall pay Supplier's direct cost for work in process, and Supplier's purchase price from its suppliers for licenses, raw materials and components used in the Goods.
- 23.3 Upon the effective date of termination of the contract for any reason whatsoever, Supplier shall immediately deliver to FrieslandCampina all Specifications (and copies thereof), Intellectual Property, artwork, Confidential Information, data, labels, bottles, and packaging materials purchased by FrieslandCampina and all Goods, raw materials and equipment, molds, tablet press tooling or proprietary materials provided by, held, or purchased on behalf of FrieslandCampina. Supplier will remove all such equipment, molds and tablet press tooling from its production facility and make such equipment, molds and tooling available for pickup at its production facility by a carrier designated by FrieslandCampina.
- 23.4 Supplier shall (re)pay FrieslandCampina pro rata all outstanding service credits and prepaid fees and amounts in cash.
- 23.5 Upon termination of the contract, Supplier shall further provide all information and assistance reasonably required to facilitate the orderly transfer of the supply of the Goods and the provision of the Services to FrieslandCampina or a successor supplier nominated by FrieslandCampina. The obligations in respect of such assistance shall be in addition to and not in substitution for the other obligations under this General Conditions. Supplier shall perform this assistance at its own cost and expense.
- 24 Applicable Law And Dispute Resolution**
- 24.1 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 excluded.
- 24.2 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 be exclusively settled by the competent courts in Amsterdam, the Netherlands.
- 25 Definitions**
- For the purposes of these General Conditions and all related documents, the following terms shall have the following meanings.



- The definition of a term in the singular also covers the plural form and vice versa, as the context requires.
- 25.1 “Apparent Defect” means any defect that can readily be seen on visual inspection;
- 25.2 “CE Approval Mark” means mandatory conformity Conformité Européenne marking for regulating the goods sold within the European Economic Area;
- 25.3 “Confidential Information” means all information, including but not limited to ideas, knowledge, Trade Secrets, data, Personal Data, procedures, substances, samples and the like, which comes to Supplier’s knowledge in connection with the contract and its performance and which FrieslandCampina has designated to be confidential or which Supplier can reasonably assume to be confidential as well as all other commercial information relating to FrieslandCampina in whatever form. Confidential Information shall, however, exclude any information of which Supplier can prove supported by documentary evidence that the information:
- was fully in Supplier’s possession prior to disclosure by FrieslandCampina without Supplier having an obligation to keep this information confidential towards FrieslandCampina or a third party;
  - already was or subsequently came to be common knowledge at the time of disclosure by FrieslandCampina, otherwise than by an act or omission of Supplier;
  - was acquired by Supplier from a third party that was not bound to keep this information secret;
  - was developed independently by Supplier without any use of information disclosed by FrieslandCampina; or
  - must be disclosed by Supplier pursuant to statute, European and/or (inter)national laws, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case Supplier must immediately inform FrieslandCampina and cooperate with FrieslandCampina to limit the extent of the disclosure by Supplier to what is strictly required.
- 25.4 “Defect(ive)” means any imperfection in or related to Goods and/or Services including, but not limited to, non-compliance with the Specifications;
- 25.5 “Existing IP” means Intellectual Property rights owned by a party prior to entering into the contract or intellectual property created outside the scope of and independently of any contract governed by these General Conditions;
- 25.6 “FrieslandCampina” means the party purchasing Goods and/or Services under a purchase order;
- 25.7 “Goods” means the goods specified in the purchase order;
- 25.8 “General Conditions” means this document containing the general purchase conditions of the FrieslandCampina group, including by reference the Specific Conditions;
- 25.9 “Intellectual Property” means (all registered and unregistered rights in) trademarks, trade names, logos, distinctive signs, trade dress, design rights, inventions, copyrights (including all rights corresponding thereto in both published and unpublished works), patents, pending applications, domain names, URL’s and any other addresses for use on the internet, websites, software (including reports, scripts, source code, computer systems and other technical documentation related thereto), data and database rights, rights in Confidential Information, customer lists, “know-how” and any other intellectual property or any similar, corresponding or equivalent rights to any of the foregoing, and including any right to apply for registration of these rights;
- 25.10 “New IP” means all any Intellectual Property contained in plans, data, drawings, documents, designs, studies, software, inventions, work and the like developed for or created specifically for FrieslandCampina pursuant to a contract governed by these General Conditions;
- 25.11 “Personal Data” means any information relating to an identified or identifiable individual, such as employees, customers, consumers, business relations and contact persons;
- 25.12 “Processing” means any operation that is performed on Personal Data, whether or not by automatic means, such as collection, accessing, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data;
- 25.13 “Recall” means the process in which FrieslandCampina or a third party recalls and actively takes back finished products because they are, or are suspected to be, defective, impure or in any other way partially or wholly unsuitable for their intended purpose;
- 25.14 “Services” means activities (to be) performed by Supplier under the contract as stated in a purchase order;
- 25.15 “Specific Conditions” means specific FrieslandCampina conditions for purchasing ICT; and for CAPEX or MRO goods or services;
- 25.16 “Specifications” means the specifications of the Goods or Services (including similar document such as ‘Service Levels’) set out or referred to in the purchase order;
- 25.17 “Supplier” means the party defined as Supplier in the purchase order;
- 25.18 “Trade Secret” means all secret information which (a) as a body or in the precise configuration and assembly of its components, is not generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) has commercial value because it is secret; and (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

**SPECIFIC CONDITIONS FOR ICT GOODS AND SERVICES****26 Relation to GPC**

26.1 These Specific Conditions ICT shall complement (and where applicable overrule) the General Conditions for purchases of ICT hardware; software and services.

26.2 In the event of a conflict or inconsistency between the General Conditions and any SOW attached to the purchase order, the order of precedence shall be: (i) General Conditions, and (ii) the SOW and (iii) the purchase order.

**27 Price benchmark**

27.1 The Supplier shall provide all reasonable cooperation to a benchmark investigation (conducted either by FrieslandCampina or an independent third party) and shall provide all information and documents reasonably requested, provided that the Supplier will not be required to provide its internal margin or cost data or data relating to other Supplier customers. If the results of the investigation indicate that Supplier prices exceed those of others, then the parties shall discuss a decrease of the prices. If the parties do not reach an agreement, then FrieslandCampina has the right to terminate the contract without any costs.

**28 Additional warranties on Hardware**

28.1 Supplier warrants the continued availability to FrieslandCampina of Hardware and components of similar or better specifications thereof at normal market prices for 10 years after the final delivery in accordance with the contract.

28.2 Supplier shall maintain the Hardware and spare parts that he supplies for at least 7 years from the date of delivery or, if an acceptance test has been agreed, from the date of acceptance.

**29 ICT Service Levels**

29.1 Supplier undertakes to provide the Services to FrieslandCampina in conformance with the ICT Service Levels as agreed between the parties (or as provided by FrieslandCampina).

29.2 In the event Supplier does not meet an ICT Service Level Standard, Supplier shall: (a) owe to FrieslandCampina any appropriate service credit; and, (b) use its best efforts to ensure that any unmet service level standard is subsequently met. Notwithstanding the foregoing, Supplier will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of service. In no case shall FrieslandCampina be required to notify Supplier that a service credit is due as a condition of payment of the same. The payment of any applicable service credit will be effected by supplier issuing a credit note, and FrieslandCampina may set off the credit against the price.

29.3 FrieslandCampina shall have, in addition to any other rights and remedies under the contract or at law, the right to immediately terminate the contract, where Supplier fails to meet any ICT Service Level standard: (a) to such an extent that FrieslandCampina's ability, as solely determined by FrieslandCampina, to use the services is materially disrupted, force majeure events excepted; or, (b) for 4 months out of any 12-month period.

**30 Change control procedure.**

30.1 FrieslandCampina may, upon written notice, request changes to the scope of the Services. If FrieslandCampina requests an increase in the scope, FrieslandCampina shall notify Supplier, and, not more than 5 business days (or other mutually agreed upon period) after receiving the request, Supplier shall notify FrieslandCampina whether or not the change has an associated cost or time impact. If FrieslandCampina approves, FrieslandCampina shall issue a change control note, after which the Supplier is authorized to carry out the change. FrieslandCampina shall have the right to decrease the scope of Services and the associated fees will be reduced accordingly.

**31 Software Delivery**

31.1 Supplier shall deliver the Software and provide license keys (where applicable) in accordance with the mode agreed in the purchase order. electronic delivery is completed, when Supplier has made an electronic copy available for download and FrieslandCampina is able to download it.

**32 Warranties on Software**

32.1 In addition to and not in lieu to warranties on Goods stated in the Generic Conditions, Supplier represents and warrants to FrieslandCampina that:

- a. the Software contains no viruses or known vulnerabilities at the time of delivery;

- b. Supplier has tested the Software thoroughly before delivery to FrieslandCampina, using the latest anti-virus tools available at the time of testing, if a virus is discovered or suspected at any time, Supplier will notify FrieslandCampina immediately and Supplier shall take appropriate measures;
- c. the Software is complete and ready for use and that, even if not expressly mentioned, all utilities required for correct operation are included in the delivery.

32.2 Supplier shall transfer all intellectual property rights in and to the Bespoke Software to FrieslandCampina to the fullest extent possible together with all renewals and extensions thereof and including documentation and preparatory materials. Supplier unconditionally co-operates with FrieslandCampina in any legal procedures and perform all acts required to effect such transfer.

32.3 Supplier grants to FrieslandCampina an irrevocable, world-wide, transferable non-exclusive and perpetual license to use, execute, store, duplicate, distribute, maintain and support the Software at any FrieslandCampina location on behalf of FrieslandCampina or its Affiliates and joint ventures.

**33 Escrow**

33.1 Supplier will on FrieslandCampina's first request co-operate in setting up a 'source code escrow arrangement' with respect to the Software and its source code FrieslandCampina may require the release of the materials from the escrow agent in case Supplier is no longer willing or able to perform such activities for FrieslandCampina due to a force majeure event, cessation of business activities, bankruptcy, default or decisions to stop supporting the Software. Each party will cover its own costs in setting up the source code escrow arrangement, except that the costs of the escrow agent will be borne by FrieslandCampina.

**34 Storage**

34.1 The SaaS shall include the applicable allocation of base data storage described in the contract. Supplier shall immediately notify FrieslandCampina when FrieslandCampina has 80% of FrieslandCampina's then-current data storage maximum. Within 5 calendar days of FrieslandCampina's request, Supplier shall make additional data storage available to FrieslandCampina at the rates described in the purchase order.

**35 Changes in functionality**

35.1 During the term of the contract, Supplier shall not reduce or eliminate functionality in the Software or SaaS. Where Supplier has reduced or eliminated functionality in the SaaS, FrieslandCampina, at FrieslandCampina's sole election and in FrieslandCampina's sole determination, shall:

- a. have, in addition to any other rights and remedies under the contract or at law, the right to immediately terminate the contract and be entitled to a return of any prepaid fees; or,
- b. determine the value of the reduced or eliminated functionality and Supplier will immediately adjust the Service fees accordingly on a prospective basis.

35.2 Where Supplier has introduced like functionality in other Services, FrieslandCampina shall have an additional license and subscription right to use and access and training to the new Services, at no additional charge, with the same rights, obligations, and limitations as for the SaaS.

**36 Maintenance**

36.1 Supplier shall provide no less than 60 calendar day's prior written notice to FrieslandCampina of all non-emergency maintenance to be performed on the SaaS Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Supplier shall provide as much prior notice as commercially practicable to FrieslandCampina and shall provide a detailed description of all maintenance performed no greater than 1 calendar day following the implementation of the emergency maintenance.

36.2 Unless as otherwise agreed to by FrieslandCampina on a case-by-case basis, for non-emergency maintenance, FrieslandCampina shall have a 10-business day period to test any maintenance changes prior to Supplier introducing such maintenance changes into production. In the event that FrieslandCampina rejects, for good cause, any maintenance changes during the 10-business day period, Supplier shall not introduce such rejected maintenance changes into production. At the end of the 10-business day period, if FrieslandCampina has not rejected the maintenance changes, the



maintenance changes shall be deemed to be accepted by FrieslandCampina and Supplier shall be entitled to introduce the maintenance changes into production.

**37 Backup and recovery of FrieslandCampina Data**

37.1 As a part of the Services, Supplier is responsible for maintaining a backup of FrieslandCampina data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in the contract, Supplier shall maintain a contemporaneous backup of FrieslandCampina's data that can be recovered within 2 hours at any point in time. Additionally, Supplier shall store a backup of FrieslandCampina data in an off-site "hardened" facility no less than daily, maintaining the security of FrieslandCampina data, the security requirements of which are further described in the contract. Any backups of FrieslandCampina data shall not be considered in calculating storage used by FrieslandCampina.

**38 Definitions**

For the purposes of these Specific Conditions ICT and all related documents, the following terms shall have the following meanings:

- 38.1 "Bespoke Software" means software developed and/or built on behalf of FrieslandCampina based on FrieslandCampina's requirements;
- 38.2 "Hardware" means Goods with a bespoke ICT capability;
- 38.3 "SaaS" means Software as a Service;
- 38.4 "ICT Service Levels" means a measure of the standard to which the Services are performed as set out in the purchase order;
- 38.5 "Software" means the computer programs set out in the purchase order and all user documentation in respect of such programs and any modification which is: (i) acquired or licensed by FrieslandCampina during the subsistence of the purchase order (including SaaS and Bespoke Software); or (ii) required for the performance of or the receipt of the benefit of the Services including any third-party software;
- 38.6 "SOW" means statement of work as a description of the Services or work for ICT to be performed.

**SPECIFIC CONDITIONS CAPEX AND MRO****39 Relation to GPC**

39.1 These Specific Conditions CAPEX and MRO shall complement (and where applicable overrule) the General Conditions for purchases of Work as CAPEX investment, civil works; engineering services and MRO services.

39.2 In the event of a conflict or inconsistency between the General Conditions and any TRS-FRS attached to the purchase order, the order of precedence shall be: (i) the General Conditions, and (ii) the TRS-FRS and (iii) the purchase order.

**40 Delivery of Goods and Equipment**

40.1 Supplier shall deliver the Goods and Equipment to the Work Site.

40.2 Supplier is responsible for the proper care, guarding, and safe storage of the Goods and Equipment. Supplier shall keep accurate up-to-date records of Goods and Equipment shall on request provide copies to FrieslandCampina.

40.3 Any risk of loss or damage to the Goods supplied and/or made available by Supplier shall pass to FrieslandCampina upon FrieslandCampina's issuance of a Provisional Acceptance Certificate.

40.4 Any risk of loss or damage to the Spare Parts supplied and/or made available by Supplier shall pass to FrieslandCampina upon acceptance of the Maintenance Deliverables.

**41 Execution of Work**

41.1 The acceptance of the completed work does not impact 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 Supplier.

41.2 Supplier is obliged to execute the Work outside of the regular working hours on FrieslandCampina's request. Travelling and waiting times can only be charged to FrieslandCampina if that has been expressly agreed in writing between parties.

41.3 Supplier warrants that the Work will be executed:

- a. in accordance with the FrieslandCampina engineering standards, unless otherwise agreed in the purchase order; and
- b. in accordance with industry standards, sound workmanship, and without faults and defects.

41.4 Supplier shall submit detailed progress reports to FrieslandCampina on request.

41.5 FrieslandCampina shall have the right to intervene and stop the execution of the Work with immediate effect if the activities are carried out in violation of any regulations with regard to safety, health, or the environment.

41.6 FrieslandCampina may postpone, suspend or cancel the execution of the Work at its discretion until start or delivery of the Work, with no obligation to compensate any damages incurred by Supplier.

41.7 Supplier shall collect all information necessary to execute the Work. Supplier shall check and scrutinize all requirements, documentation, and materials and designs provided by FrieslandCampina for accuracy. If any inaccuracies are detected Supplier shall immediately and not later than 14 calendar days after Supplier has discovered or should have discovered the inaccuracy, notify FrieslandCampina of such inaccuracies in writing and shall advise FrieslandCampina on the nature and details of the error and requesting instruction regarding its rectification. If Suppliers fails to timely send notice the time for completion shall not be extended and Supplier shall not be entitled to additional payment or any compensation of its damages.

**42 Timing and milestones**

42.1 Requests for extension of time and/or additional payment because of a delay must be requested in writing describing the event or circumstance giving rise to the claim. The notice shall be given as soon as possible and not later than 14 days after the Supplier should have become aware of the event or circumstance.

42.2 If the TRS-FRS does not provide for a time schedule, Supplier shall within 10 days from FrieslandCampina's request submit to FrieslandCampina a detailed program setting out the Project Phases and the sequence in which and the dates by which Supplier proposes to perform its obligations.

42.3 In the event that Supplier does not comply with any agreed milestone Supplier must inform FrieslandCampina as soon as possible. FrieslandCampina is entitled to withhold a credit against any payment due to Supplier at a rate of 0.5% of the Contract Price per calendar day beyond the scheduled milestone date, limited to 10% of the

Contract Price. This credit shall not relieve Supplier from the obligation to execute the Work, or from any other duties, obligations or responsibilities which the Supplier may have under a contract. Such credit is not a remedy for FrieslandCampina and is independent of, and in addition to, the rights and remedies of FrieslandCampina hereunder.

**43 Engineering & Manufacturing**

43.1 FrieslandCampina may carry out inspections prior to packaging and transportation of the Goods. Supplier shall submit a release note stating that Goods have been manufactured and are ready for packaging. If upon inspection one or more additional manufacturing inspections must be executed, Supplier shall be responsible for the additional costs and delay caused and Supplier shall mitigate or correct the consequences of such delay.

**44 Tests on completion of Project Phases**

44.1 Completion by Supplier of each of the agreed Project Phases shall be documented in writing.

44.2 If Supplier fails to carry out the tests on completion of a Project Phase, FrieslandCampina may progress with the tests at the risk and cost of Supplier. These tests shall then be deemed to have been carried out in the presence of Supplier and the results of the test shall be accepted as accurate.

44.3 If the Work, or a part, fails to pass the tests on completion, FrieslandCampina shall be entitled to:

- a. order repetition of tests on completion;
- b. cause the Work to be executed in full or in part at Supplier's expense;
- c. reject (a part of) the Work or part; or
- d. issue a Provisional Acceptance Certificate or a Final Acceptance Certificate, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to FrieslandCampina as a result of this failure.

44.4 At Provisional Acceptance ending the commissioning, Supplier warrants that the Goods have been commissioned and that all measures have been taken to secure a safe and full production start, including measures to secure that FrieslandCampina's personnel is fully prepared and trained to operate the Goods. Performance qualification may be carried out after Provisional Acceptance, Supplier acknowledges that FrieslandCampina may then operate the Goods.

**45 Performance test**

45.1 If the purchase order or TRS-FRS provides for a Performance Test, this shall be carried out by FrieslandCampina with the assistance of Supplier as soon as practicable after Provisional Acceptance and in accordance with the manuals provided by Supplier and such other instructions as Supplier may give in the course of carrying out the Performance Test.

45.2 If the Performance Test fails, it shall be repeated as soon as practicable and Supplier shall carry out whatever remedial measures and work are necessary to correct the shortfall.

45.3 If the Performance Test fails a second time or after 3 months from the agreed test date then FrieslandCampina is entitled to a 10% reduction of the Contract Price. This reduction shall not relieve Supplier from the contractual obligation to execute the Work, or from any other duties, obligations or responsibilities which the Supplier may have. This reduction of the Contract Price is not the exclusive remedy for FrieslandCampina and is independent of, and in addition to, the rights and remedies of FrieslandCampina hereunder.

**46 Final Acceptance Procedure**

46.1 If (i) the Work has been completed in accordance with the purchase order, and (ii) a Final Acceptance Certificate for the Work has been issued, the Work shall be handed over. Supplier shall notify FrieslandCampina for Final Acceptance Certificate not earlier than 14 days before all agreed Project Phases have been completed.

46.2 FrieslandCampina shall within 28 days after receiving Supplier's application:

- a. issue the Final Acceptance Certificate; or
- b. reject the application, giving reasons and specifying the work required to be done by Supplier to before Supplier may re-apply for a Final Acceptance Certificate.

**47 Remedying Defects**

47.1 FrieslandCampina may at any time prior to the expiry of 24 months from the Final Acceptance Date notify Supplier of any defect and outstanding work (fair wear and tear excepted).



- 47.2 FrieslandCampina may notify Supplier of any defect in Goods including Spare Parts (fair wear and tear excepted), Equipment or Services at any time prior to:
- the expiry of 24 months from the date of the Maintenance Deliverables, or
  - the expiry of the regular maintenance interval.
- 47.3 Notwithstanding any other rights of FrieslandCampina to claim damages, Supplier shall, at FrieslandCampina's choice either refund FrieslandCampina (a portion of) the Contract Price, or remedy at no cost to FrieslandCampina such defects and outstanding work.
- 47.4 In the event of a warranty claim relating to Spare Parts or Maintenance Services Supplier will, without prejudice to any of FrieslandCampina's other rights and remedies including the right of FrieslandCampina to claim the actual damages:
- repair or replace such Spare Parts or, at FrieslandCampina's discretion, refund to FrieslandCampina the Contract Price of the Spare Parts; or
  - re-perform the Maintenance Services or repair the Overhauled Goods (or the part in question) free of charge or, at FrieslandCampina's discretion, refund to FrieslandCampina the relevant part of the Contract Price of the Maintenance Services
- 47.5 The warranty period shall be extended by a period equal to any period or periods during which the Work did not meet or did not fully meet the requirements. And a new period equal to the original warranty period shall apply to any part of the Work that has been repaired, re-performed, adjusted or replaced.
- 47.6 Notwithstanding any statutory rights, failure to remedy any defects or complete outstanding work within a reasonable time from FrieslandCampina's notice shall entitle FrieslandCampina to carry out all necessary work at Supplier's cost.
- 47.7 FrieslandCampina may remove any Defective or non-approved Goods or Equipment from the Work Site at Supplier's expense.
- 48 Cooperation with third parties**
- 48.1 Supplier shall, at no additional charge to FrieslandCampina, provide to any third party at the Work Site all reasonable cooperation and assistance.
- 48.2 Supplier shall promptly notify FrieslandCampina if such third-party work will cause, or have caused, a problem or delay in executing the Work, and shall work with FrieslandCampina to prevent or resolve such problem or delay.
- 49 Overhaul**
- 49.1 Risk of damage or loss to the Overhauled Goods shall pass Supplier on the commencement of the Maintenance Services and shall transfer back to FrieslandCampina on delivery of the Overhauled Goods or on the date of the Maintenance Deliverables as the case may be.
- 50 Work site conditions**
- 50.1 On request of Supplier FrieslandCampina shall make available to Supplier relevant data in its possession on sub-surface and hydrological conditions of the Work Site. Supplier shall be responsible for verifying and interpreting all such data. FrieslandCampina shall have no responsibility for the accuracy, sufficiency or completeness. Supplier shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Work.
- 50.2 Supplier shall be deemed to have been satisfied as to the suitability and availability of access routes to the Work Site. Supplier shall be responsible for any maintenance including signage and any permission required from relevant authorities at Suppliers costs.
- 50.3 Supplier warrants that any surplus Work and waste will always be removed promptly and on Suppliers costs in order to keep the Work Site in a tidy and environmentally acceptable condition at all times, also with a view to safe working conditions.
- 51 Safety, on-site instructions and regulations**
- 51.1 Supplier shall at all times adhere to the applicable rules on the sites and at the facilities of FrieslandCampina, such as hygiene and safety regulations.
- 51.2 Supplier shall ensure that all necessary safety measures are taken, that the means required therefore are available and that all persons involved in the execution of the Work are properly protected and instructed. Supplier shall give FrieslandCampina access to all locations, installations, Goods, Equipment, Personnel and documentation:
- to ascertain whether Supplier complies to relevant regulations; and
  - to conduct an independent enquiry in the event of incidents or accidents.
- 51.3 Supplier shall at all times remain responsible for full compliance with the regulations and shall be liable for any loss or damage, and/or for any delays resulting from non-compliance, even if FrieslandCampina exercises supervision.
- 51.4 Other than in cases of intentional act or omission or gross negligence, FrieslandCampina shall not be held liable for any damages or any injuries originating or caused in any manner whatsoever.
- 52 Audit and inspection**
- 52.1 If upon inspection any (part of a shipment or a production batch of the) Goods, Spare Parts or Work do not conform to the representations and warranties and/or the TRS-FRS, FrieslandCampina may reject, at its discretion, the entire shipment or production batch without any payment becoming due by FrieslandCampina and without any liability towards Supplier. FrieslandCampina shall store the rejected Goods and Spare Parts or cause them to be stored, at Supplier's expense and risk.
- 53 Contract change**
- 53.1 Changes to the Work may be initiated by FrieslandCampina at any time prior to issuing the Final Acceptance Certificate by a request for Supplier to submit a proposal in accordance with a change order format prescribed by FrieslandCampina.
- 53.2 Supplier shall accept the requested change and will carry it out as if the change was part of the original contract unless (i) the change would require Supplier to do work that he or its Subcontractors do not undertake in the ordinary course of their business, or (ii) would involve the use of resources beyond the current capacity of Supplier or its Subcontractors. Any such objection shall be made to FrieslandCampina within 5 working days from the date of FrieslandCampina's change request.
- 53.3 Unless Supplier objects in accordance with article 53.2, Supplier shall provide a written proposal to FrieslandCampina within the same 5 days of:
- a description of the work to be performed,
  - a reasonable adjustment to the time schedule, and
  - a reasonable adjustment to the Contract Price.
- 53.4 FrieslandCampina shall as soon as practicable after receipt of such proposal respond with approval, rejection or comments. If FrieslandCampina approves the change, it shall sign the change order after which Supplier is authorized to carry out the change.
- 53.5 Changes in applicable law which require a change to the work will be treated as changes as referred to in article 53.1.
- 54 Contract Price and payment**
- 54.1 As full and final consideration for executing and completing the execution of Work in conformity with the purchase order, FrieslandCampina shall pay Supplier the Contract Price.
- 54.2 To the extent the agreed pricing is cost-reimbursable, Supplier shall provide and maintain records and shall maintain a system of cost control to the satisfaction of FrieslandCampina to enable effective control with respect to all payments made and due in accordance with the purchase order.
- 54.3 At FrieslandCampina's request Supplier shall provide on first demand a bank guarantee or other adequate security to be judged by FrieslandCampina, made out in a format and issued by a bank approved by FrieslandCampina as security that Supplier will meet all its obligations towards FrieslandCampina or towards Subcontractors and third parties, or repay any advance payments made by FrieslandCampina. The costs of such bank guarantee shall be borne by Supplier.
- 54.4 If Supplier is declared bankrupt or is granted suspension of payments or if an application to such effect is filed, FrieslandCampina may also discharge its liability towards Supplier by paying the amount at that time owed by Supplier to one or more Subcontractors directly to these Subcontractor(s). This shall only be applicable to the extent that the debts Supplier is owing to the Subcontractor(s) are directly connected with execution of Work. FrieslandCampina is entitled to offset any amounts thus paid to any Subcontractor against any amounts that will be due at any time by Supplier to FrieslandCampina and/or any group company or by any of the latter to Supplier on any account whatsoever.



**55 Indemnification**

- 55.1 Neither party shall limit its liability and shall fully indemnify the other party (the "Indemnitee") from all claims, damages and expenses suffered by the Indemnitee that:
- result from the intentional or grossly negligent conduct of the liable party (or for any party for whom that liable party is liable by law);
  - result from the liable party causing loss of life, physical injury or harm to health;
  - result from the liable party causing damage to any property, real or personal (other than the Work) of the Indemnitee;
  - result from defects in the Work for which the Indemnitee is held liable by a third party pursuant to the product liability act for personal injury or damage to property; or
  - are caused by a disruption or a standstill as a result of delayed or non-performance of Maintenance Services.

**56 Personnel, Subcontracting and Social Security**

- 56.1 Supplier shall employ qualified Personnel in appropriate numbers as is required for the proper and timely execution of Work.
- 56.2 Supplier shall remove from the Work Site any Personnel who, in the reasonable opinion of FrieslandCampina, is unsuitable or incompetent.
- 56.3 All appointments, reassigning, removal or replacements of key Personnel, such as Supplier's project manager, shall be subject to the acceptance of FrieslandCampina.
- 56.4 Supplier shall not assign any of its rights and obligations nor enter into any agreement with Subcontractors with respect thereto without the prior written consent of FrieslandCampina. Supplier shall ensure that it and all Subcontractors shall comply with (i) FrieslandCampina's regulations concerning health, safety and environment, and (ii) all applicable statutory provisions and any other regulations, instructions and conditions included in permits, licenses (or orders of a similar nature) which have been issued in connection with the Work.
- 56.5 Supplier warrants that the Work will be carried out in accordance with applicable laws and regulations on the payment of contributions for social insurance 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 needed, and all penalties and/or damages resulting from non-compliance with these provisions, shall in all cases be carried by Supplier, even if they are initially borne by FrieslandCampina.
- 56.6 Supplier assumes full liability for payment of all social security charges, contributions and taxes levied at any time in respect of any Personnel deployed by Supplier in connection with the performance of the purchase order and Supplier agrees to indemnify and hold FrieslandCampina harmless against and release FrieslandCampina from all liabilities, costs, and expenses associated with the defense of such claim from tax and other authorities.

**57 Insurances**

- 57.1 During the execution of the Work, and for two years following the Final Acceptance Date, Supplier shall maintain in effect a general liability insurance and professional liability insurance which insurance shall provide policy limits which are not less than €5,000,000 per event and €10,000,000 in the aggregate. Within 10 days from FrieslandCampina's request Supplier will provide FrieslandCampina with certificates of such insurance coverage.
- 57.2 Certain liabilities of Supplier under a purchase order relating to the execution of Work in the Netherlands, Belgium and Germany may be covered by the Construction All Risks ("CAR ") insurance which FrieslandCampina has concluded for its own account, also to the benefit of parties involved in the Work.
- 57.3 Supplier shall inform FrieslandCampina in writing as soon as possible of any damage event of such proportions as to make it likely that claims will be made under the CAR insurance. Any claim will be settled with the insurers by either Supplier or FrieslandCampina or both, at FrieslandCampina's option.
- 57.4 In connection with each claim's payment, Supplier shall be charged an amount equal to the deductible excess.

**58 Specific Obligations on termination**

- 58.1 Upon termination of a contract for whatever reason Supplier shall immediately:
- cease executing the execution of the Work in a safe manner;

- enable FrieslandCampina or third parties designated by FrieslandCampina to take over the execution of the Work;
- if FrieslandCampina so desires: assign to FrieslandCampina (or to third parties designated by FrieslandCampina) all rights and obligations pertaining to the execution of the Work to which Supplier has committed itself to Subcontractors and remove the Equipment and any other property of Supplier and its Subcontractors from the Work Site.

**59 Definitions**

For the purposes of these Specific Conditions CAPEX and MRO and all related documents, the following terms shall have the following meanings.

- 59.1 "Contract Price" means the total amount payable by FrieslandCampina to Supplier for the execution of the Work as stated on the purchase order;
- 59.2 "Equipment" means all tools, instruments, means of transport, auxiliary machines, materials, and other means and instruments required for the execution of the Work;
- 59.3 "Final Acceptance" means the Work is completed and performance is as expected and agreed and the Supplier has fulfilled all its obligations under a purchase order;
- 59.4 "Final Acceptance Certificate" means the certificate issued by FrieslandCampina upon the satisfaction of the Final Acceptance;
- 59.5 "Final Acceptance Date" means the date of the Final Acceptance Certificate;
- 59.6 "Maintenance Deliverables" means the completion of maintenance services evidenced by written release note for completion of Maintenance Services: relevant log card for "lified" items and, where requested by FrieslandCampina, Supplier's report on the stripping down of Spare Parts;
- 59.7 "Maintenance Services" or "MRO" means the maintenance, repair and overhaul services to be provided by Supplier which may include deliveries of Spare Parts, including the Maintenance Deliverables;
- 59.8 "Overhauled Goods" means systems or goods having been subjected to the Maintenance Services;
- 59.9 "Performance Test" means the agreed test(s), used to verify that the Work or system performs as contracted and expected;
- 59.10 "Personnel" means any person working on the execution of the Work under the supervision and responsibility of Supplier or its Subcontractor(s);
- 59.11 "Project Phase" means each of the clustered steps to be completed by Supplier for the execution of the Work according to the FrieslandCampina 'Way We Work' standards.
- 59.12 "Provisional Acceptance" means the Work is installed and commissioned satisfactorily.
- 59.13 "Provisional Acceptance Certificate" means the certificate issued by FrieslandCampina upon the satisfaction of the Provisional Acceptance;
- 59.14 "Spare Part" means a duplicate part to replace a lost or damaged or worn part of a Good, including consumables;
- 59.15 "TRS-FRS" means the technical and functional requirements specifications for Work as included in a purchase order;
- 59.16 "Subcontractor" means any party other than FrieslandCampina with which Supplier has either directly or indirectly concluded an agreement in connection with the execution of the Work or part thereof;
- 59.17 "Work Site" means the place or places where the Work is to be executed, and any other places designated as such by FrieslandCampina in connection with the Work;
- 59.18 "Work" means the Services and/or Goods and/or Equipment, whatever the case may be, for CAPEX and/or MRO.