

## GENERAL TERMS AND CONDITIONS OF PURCHASE - SODEXO NEDERLAND B.V.

Version of 10 November 2020

### GENERAL TERMS AND CONDITIONS OF PURCHASE - SODEXO

General Terms and Conditions of Purchase of Sodexo Nederland B.V. and the companies affiliated with it in a group as referred to in Article 2:24b of the Dutch Civil Code, filed with the commercial register of the Chamber of Commerce in Rotterdam, the Netherlands.

#### Clause 1 Applicability

- 1.1** Sodexo explicitly rejects the applicability of the general terms and conditions of the other party.
- 1.2** These General Terms and Conditions of Purchase apply to all legal relationships between Sodexo and the Contractor.
- 1.3** These General Terms and Conditions of Purchase replace all verbal and/or written quotations, announcements, contracts, and agreements of the Parties made previously regarding the Products and/or Services.

#### Clause 2 Definitions

<b>"Professional Errors"</b>	shortcomings, such as mistakes, negligent acts, omissions, oversights, inaccurate advice, which a competent and prudent contractor should avoid under the given circumstances with due regard for proper vigilance and with normal professional knowledge and a normal manner of professional practice;
<b>"Sodexo":</b>	Sodexo Nederland B.V. and companies affiliated with it (including Sodexo B.V., Sodexo Altys B.V., Sodexo Cleaning B.V., and Sodexo Prestige B.V.) in a group as referred to in Article 2:24b of the Dutch Civil Code;
<b>"Service(s)":</b>	the work to be carried out by the Contractor on the instructions of Sodexo;
<b>"Customer":</b>	Client of Sodexo for whom Sodexo provides services and/or supplies products;

<b>"Location(s)":</b>	the territory or grounds, the buildings, etc. of the Customer where Sodexo provide services and/or supplies products;
<b>"Order(s)"</b>	the written orders issued by Sodexo to the Contractor regarding the performance of Services and/or the supply of Products;
<b>"Contractor":</b>	the (potential) other party in the legal relationship with Sodexo that acts as the supplier of Products and/or Services;
<b>"Contract"</b>	the Contract between Sodexo and the Contractor regarding the performance of Services and/or the supply of Products, which is concluded in accordance with Clause 4.2. For the record, an Order can in itself also be a Contract;
<b>"Product(s)"</b>	the movable property to be delivered to Sodexo as specified in the Contract in question;
<b>"Recall"</b>	the recalling of Products supplied by the Contractor to Sodexo for security or quality reasons to prevent losses at Sodexo, the Customer(s), end users and/or other third parties;
<b>"Working Day(s)"</b>	calendar day, except for weekends and holidays generally recognised in the Netherlands as laid down in Article 3, first paragraph, of the General Extension of Time-limits Act (in Dutch: Algemene Termijnenwet).

#### Clause 3 Integrity and Ethics

- 3.1** The Contractor shall fully comply with the most recent version of Sodexo's "Supplier Code of Conduct". The Sodexo Supplier Code of Conduct can be consulted via the following weblink: <https://nl.sodexo.com/inkoopvoorwaarden> and shall be forwarded on request of the Contractor.
- 3.2** The Contractor shall fully comply with the Code of Responsible Market Behaviour (in Dutch: Code Verantwoordelijk Marktgedrag), if applicable to its branch of industry.

#### Clause 4 Conclusion of a Contract

- 4.1** If requested by Sodexo, the Contractor shall successfully become accredited as a supplier of Sodexo via an onboarding procedure, before a Contract can be concluded.
- 4.2** If the Contractor makes an offer, a Contract shall be concluded only after (i) the Supply Management Department of Sodexo has accepted this offer, or (ii) when the Contractor has received an Order via the order system. Once the Contract has been concluded, the Contractor can no longer revoke the offer (wholly or in part), whether or not it was subject to contract. The supply of Products and/or performance of Services before the conclusion of a Contract is at the Contractor's expense and risk.
- 4.3** Sodexo is authorised to cancel:  
A - an Order no more than five (5) calendar days before the scheduled delivery,  
B - an Order for the purchase of foodstuffs no more than one (1) calendar day before the scheduled delivery, without being liable for damages, unless it concerns an Order relating to Products made by the Contractor to unique customer specifications of Sodexo.
- 4.4** All negotiations concerning prices, terms and conditions of delivery, quality, inspection, etc. shall be conducted between the Contractor and the Supply Management Department of Sodexo.
- 4.5** The Contractor is aware of and agrees with Sodexo purchasing Services and/or Products for its own use and for the Customer in keeping with the back-to-back principle. Sodexo can also share the contents of

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the Order with its Customer in keeping with the principle of transparency.

### Clause 5 Fulfilment of the Contract

- 5.1** The Contractor is obliged to deliver the Product and/or to perform the Service in the agreed form, quantity, specifications, and quality on the agreed date, at the agreed time, and at the agreed Location(s).
- 5.2** When supplying the Products and/or performing the Services at the Location(s), the Contractor and its employees and external staff (contracted third parties) shall comply with all relevant laws and regulations, and the instructions, corporate rules, house rules, etc. of Sodexo and the Customer. The Contractor guarantees compliance with Sodexo's "Minimum Health & Safety Standard for contractors", that can be viewed via the following weblink: <https://nl.sodexo.com/inkoopvoorwaarden>.
- 5.3** The Contractor is obliged to inform employees and/or contracted third parties about safety instructions, risks, corporate standards, access procedures, access passes required, work permits, certificates required (VCA Basic Safety, Emergency Response Officers (BHV), first aid (EHBO), HACCP etc.) and rules of conduct at work, and the Contractor is responsible for the observance of and compliance with them.
- 5.4** The Contractor is not authorised to outsource or transfer (the fulfilment of) the Contract wholly or in part to third parties, except when Sodexo has granted the Contractor prior written authorisation for this purpose. Sodexo can attach conditions to this authorisation.
- 5.5** The Contractor remains fully responsible and liable in respect of its personnel and/or third parties contracted by the Contractor with the authorisation of Sodexo for the fulfilment of the Contract. The Contractor indemnifies Sodexo against all costs and losses incurred by Sodexo as a consequence of claims of employees of the Contractor and third parties to be contracted by the Contractor (including but not limited to contractors and subcontractors and all other contractors and subcontractors in the underlying supply chain), including but not limited to gross wage costs, research costs, costs of

**5.6**

proceedings, costs of legal assistance, and tangible and intangible damages claimed from Sodexo. If so requested by Sodexo, the Contractor or the third party it has contracted must provide a written statement of the personal details (and changes thereto) of the employees carrying out work for Sodexo that are important to the fulfilment of the Contract. If requested, the Contractor or the third party it has contracted shall make use of a specification of the time spent or another monitoring tool, at the discretion of Sodexo, for the determination of the hours worked by the employees referred to in Clause 5.5; this in accordance with the applicable laws and regulations pertaining to personal data protection. The Contractor guarantees that the employees of the Contractor, including but not limited to temporary employees and employees of contractors and subcontractors, are legally allowed to work pursuant to applicable aliens legislation and that they act fully in conformity with the applicable aliens legislation if and insofar as work is carried out pursuant to the Contract by employees of the Contractor subject to the aliens legislation. The Contractor holds Sodexo harmless against all claims of third parties as a consequence of the Contractor's non-compliance with the applicable aliens legislation. Sodexo can deny the employees referred to in Clause 5.5 access to the Location(s) or require that the Contractor remove those employees from that Location or those Locations without delay if the Customer demands this or if Sodexo can demonstrate on the basis of well-founded reasons that this is necessary or desirable in the interest of the proper fulfilment of the Contract.

**5.7**

**5.8**

The Contractor shall, on Sodexo's first request, arrange for the replacement of the employees in question. Delivery agreements remain in full force. The Contractor is obliged to retain the records referred to in Clause 5.6 for a period of seven (7) years after the expiry of the year of delivery of the Product and/or Service, unless the applicable laws and regulations pertaining to personal data protection prescribe a different period of retention. The stipulations in this clause also apply to third parties to be contracted by the Contractor.

**5.9**

The Contractor is obliged to inform Sodexo and/or its Customer before the commencement of the work of the risks of the work, the products to be used, the Location or Locations, and the environment. The Contractor must record all established risks and submit them to Sodexo. The Contractor must always instruct employees in writing about the risks and the corresponding measures. The Contractor must submit a health, safety, and environmental plan seven (7) working days before the fulfilment of the Order for Orders on Locations with a duration of more than thirty (30) calendar days, or where more than twenty-five (25) persons are working. The Order shall only be fulfilled once Sodexo has approved the health, safety, and environmental plan.

**5.10**

During the Order, Sodexo reserves the right to set additional health, safety, and environmental requirements at all times. Sodexo also has the option to cease the work if it is of the opinion that health, safety, and the environment are negatively affected.

**5.11**

The Contractor is obliged to warn Sodexo and/or the Customer in writing if information, data, planning, methods, instructions, and so on, provided by or on behalf of Sodexo or the Customer, and/or decisions made by or on behalf of Sodexo or the Customer, contain errors or are defective or if the Contractor suspects the existence of such errors or defects. If the Contractor fails to make the above-mentioned written notification, the Contractor is liable for all losses resulted from its failure to do so.

**5.12**

The Contractor holds Sodexo harmless against all claims of third parties arising from or related to the fulfilment of the Contract(s).

**5.13**

The agreed delivery periods are fixed. The Contractor is immediately in default, without further notice of default being required, if the Contractor exceeds the agreed delivery period.

### Clause 6 Changes

**6.1**

Sodexo is at all times authorised to change and/or add to an Order, even after the conclusion of the Contract. The Contractor shall carry out all changes and/or additions to the order designated by Sodexo, provided that it is reasonably possible to carry these out.

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6.2 Sodexo is never obliged to settle and pay the relevant (additional) work or pay any form of compensation, if the Contractor has carried out the work before the conclusion of a Contract. Work orders or delivery slips issued or signed by Sodexo shall have no further meaning than the recognition that the stated work has been carried out or stated deliveries have taken place, respectively.

### Clause 7 Prices and Payment

- 7.1 All prices are stated in euros and on the basis of DDP (Delivery Duty Paid, Incoterms 2020).
- 7.2 All prices include all costs necessary for the expert fulfilment of the Contract with its corresponding specifications, drawings, materials, equipment, and other provisions and/or tools, including the costs involved in any levy, tax and/or duty imposed by the government in connection with the fulfilment of the obligations pursuant to the Contract, but exclusive of BTW (Dutch VAT), and are fixed, unless otherwise agreed in the Contract. Additional costs not approved in writing in advance by Sodexo do not qualify for compensation.
- 7.3 Potential price adjustments can only be implemented with effect from 1 January of the calendar year in question after agreement between Parties.
- 7.4 The invoice must fulfil the statutory requirements arising from the Dutch Turnover Tax (VAT) Act (Wet Omszetbelasting).
- 7.5 Payment must be effected within sixty (60) calendar days after the Contractor has fulfilled its obligations to the satisfaction of Sodexo and Sodexo has received and administratively processed the invoice.
- 7.6 Sodexo exceeding the term of payment of an invoice pursuant to an alleged substantive inaccuracy or attributable shortcoming in the fulfilment of the Contract does not give the Contractor a right of suspension and/or settlement of its obligations arising from the Contract.
- 7.7 Payment by Sodexo does not imply recognition that the work and/or deliveries performed fulfil the stipulations of the Contract.
- 7.8 Sodexo shall inform the Contractor in writing when it intends to present its final accounts to the Customer. Within two (2) weeks following receipt of this announcement, the

Contractor will present Sodexo with its bill for the amounts it is still owed.

- 7.9 The Contractor is always obliged to provide the personal or real security required by Sodexo on the latter's first request.
- 7.10 Sodexo has the right to set off the loss it incurs as a consequence of a breach of contract by the Contractor or a potential dissolution of the Contract, as well as the amount that Sodexo has to claim from the Contractor on account of the repayment obligation arising from the dissolution, against the payments owed by Sodexo to the Contractor for any reason.

### Clause 8 Invoicing

- 8.1 The Contractor can submit its invoice after the delivery of the Product and/or the performance of the Service.
- 8.2 Invoices that do not fulfil the statutory requirements or that lack an order number, *selfbill* number or cost centre number shall not be processed and shall be returned to the Contractor. The potential use of cost centre numbers as a valid invoice reference number must be validated by Sodexo's Purchasing Department.
- 8.3 The right of the Contractor to the payment of the amounts owed to it shall lapse if and to the extent that the Contractor has not invoiced Sodexo for these amounts within no more than two (2) months of the delivery and/or performance of the Product and/or the Service, respectively. When closing an account, the final invoice to close the account must be submitted within one (1) month.
- 8.4 Clause 8.3 is without prejudice to the Contractor's obligation to inform Sodexo in writing without delay of the fact that and the reason why the Contractor will not be able or expected to invoice the amount owed to it within the above-mentioned deadline.
- 8.5 Manner of invoicing relating to **Sodexo Altys B.V.:**

Any necessary administrative operations preceding invoicing (e.g. notice of completion or cost specification) are described in the confirmation of the order and also available via the following weblink: <https://nl.sodexo.com/inkoopvoorwaarden>, (Instructions for Suppliers - Settlement of Services).

Invoice address Sodexo Altys:  
[facturen.facilityservices.nl@sodexo.com](mailto:facturen.facilityservices.nl@sodexo.com)

Invoices for Sodexo Altys to be made out to:  
Sodexo Altys B.V.  
Watermanweg 30  
3067 GG ROTTERDAM THE NETHERLANDS  
stating the purchase order number

Questions/payment reminders can be addressed in the English language to: [p2p.NL@sodexo.com](mailto:p2p.NL@sodexo.com).

### 8.6 Manner of invoicing relating to **Sodexo Nederland B.V.:**

Invoice address Sodexo Nederland:  
[Inkoopfacturenpdf.nl@app.sodexo.com](mailto:Inkoopfacturenpdf.nl@app.sodexo.com)

Invoices for Sodexo Nederland to be made out to:  
Sodexo Nederland B.V.  
Watermanweg 30  
3067 GG ROTTERDAM THE NETHERLANDS  
stating the purchase order number or cost centre number

Questions/payment reminders can be addressed in the English language to: [p2p.NL@sodexo.com](mailto:p2p.NL@sodexo.com).

- 8.7 Invoicing for other entities is carried out on the instructions of Sodexo.
- 8.8 Invoices must be delivered as a digital PDF file. A PDF file must contain a single invoice including any appendices. It is possible to send multiple invoices (PDF files) in a single e-mail message. Due to automated processing, accompanying text in the e-mail message will not be read.
- 8.9 If requested by Sodexo, the Contractor shall submit its invoices via an external digital platform (TradeShift). The Contractor must create a free account for this purpose.

### Clause 9 Confidentiality

- 9.1 The Parties shall not use each others name for publication purposes and/or advertisements, unless the other party has granted its prior authorisation in

- 9.2 writing. The Parties cannot withhold their authorisation on unreasonable grounds if and insofar the Parties want to use each other as a reference. The Parties can attach conditions to this authorisation. The Parties, including subordinates and non-subordinates of the Parties, are obliged to observe a strict confidentiality obligation towards third parties and to keep strictly confidential all information which is disclosed by the disclosing party or otherwise obtained by the receiving party whether verbally, in writing, electronically or by any other means, and the Parties shall only use this information to fulfil the Order/Contract, unless one Party has received from the other Party prior written consent to disclose this information. The duty of confidentiality shall remain in place even after the end of the Contract.
- 9.3 The Contractor must return the materials to be provided by Sodexo to the Contractor within the scope of the Contract immediately on Sodexo's request to that effect.
- 9.4 In the case of Recalls, the Contractor is only allowed to use the Sodexo name with Sodexo's written authorisation.

**Clause 10 Personal Data Protection**

- 10.1 If the performance of the contract requires one of the Parties to collect, use, process, disclose or pass on personal data, that Party undertakes to carry out such collection, use, processing, disclosure and/or passing on of personal data in conformity with the applicable laws in respect of personal data protection. In such cases, both Parties undertake to take suitable technical and organisational measures to protect the personal data that they will process in the fulfilment of the Contract, and to follow the instructions of the party that will act as the data controller.
- 10.2 As regards the interpretation of this clause, the term "personal data" shall be defined as follows: all data in respect of an identified or an identifiable natural person. An identifiable natural person is someone who can be identified directly or indirectly by means of an identifier such as a name, an identification number, location information, an online identifier or by means of one or more elements characteristic of the physical, physiological, genetic, psychological,

- 10.3 economical, cultural or social identity of that natural person. As regards the interpretation of this clause, the term "data controller" is defined as follows: a natural person or legal entity, a government agency, a department or another body that, alone or together with others, sets out the objective of and resources for the personal data processing.

**Clause 11 Quality Control and Inspection**

- 11.1 The Contractor guarantees that the Products, Services, and all accompanying tools, materials, and resources fulfil with the statutory quality requirements and/or the quality requirements set out by Sodexo or agreed upon by the Parties.
- 11.2 The Contractor must allow inspections and/or checks by the persons designated by Sodexo before, during, as well as after the (actual) delivery of the Products and/or the performance of the Services and all accompanying tools, materials, and resources, and will render all cooperation and provide the facilities needed for that purpose. The costs incurred in this respect shall be borne by the Contractor. This also applies to re-inspections and/or rechecks.
- 11.3 If on delivery, Sodexo takes the view that the Products and/or Services do not meet the guarantees issued, that the Products and/or Services are of a different kind than what was ordered, or that more or less has been delivered than what was ordered, then Sodexo shall be authorised to refuse to purchase the Products and/or Services, and the Contractor shall be obliged to supply replacement Products and/or Services, irrespective of whether the Parties have agreed on the failure to fulfil the guarantees. Any additional costs resulting from this shall be borne by the Contractor and any lower costs will be credited to Sodexo.
- 11.4 The entry inspection and purchase of the Products and/or Service by Sodexo on delivery do not imply a recognition that the Product and/or Service fulfils the guarantees provided.
- 11.5 Sodexo shall immediately inform the Contractor if Sodexo establishes after delivery that the Products and/or Services do not fulfil the guarantees provided.
- 11.6 Unless Sodexo consents to the Products and/or Services in respect of which Sodexo has made

complaints being replaced, the Contractor is obliged to credit the price paid by Sodexo for the Products and/or Services, without prejudice to Sodexo's right to claim for damages.

**Clause 12 Termination**

- 12.1 If the Contractor fails to fulfil, to fulfil on time or to fulfil properly any obligation arising from the Contract and/or these General Terms and Conditions of Purchase, the Contractor shall be in default following prior notice of default offering a reasonable term for fulfilment, and Sodexo shall be authorised to terminate or dissolve the Contract, wholly or in part, effective immediately, or to suspend (further) fulfilment of the Contract, without prejudice to Sodexo's right to claim damages. If the Contractor exceeds the agreed delivery period, the Contractor shall immediately be in default without further notice of default being required.
- 12.2 Sodexo has at all times the right to terminate the Contract, wholly or in part, without giving reasons, by means of written notice to the Contractor, subject to sixty (60) calendar days' notice.
- 12.3 The Parties are authorised to terminate or dissolve the Contract, wholly or in part, or to suspend (further) fulfilment of the Contract, effective immediately and without being liable to pay any damages:
- a. if a petition for bankruptcy is/has been filed against the other Party, if the other Party itself files a petition for its bankruptcy, if the other Party is declared to be bankrupt, if the other Party has petitioned for a (provisional) suspension of payments, if the other Party is granted a provisional suspension of payments, if the company of the other Party is being wound up (in part), if the other Party makes an arrangement with its creditors or if the company of the other Party is dissolved;
  - b. if the other Party ceases the operations or the control or ownership of the company of the other Party is transferred as a consequence of a legal merger or split of the company of the other Party (a transfer of the control or ownership of the company of a Party as a consequence of legal merger or split within a

- group structure currently known at that Party is exempt from the scope of this clause).
- 12.4** Furthermore, Sodexo is authorised to terminate or dissolve the Contract, wholly or in part, or to suspend (further) fulfilment of the Contract, effective immediately and without being liable to pay any damages if Sodexo suffers reputational damage on account of the Contractor, or if Sodexo reasonably anticipates that continuation of the (contractual) relationship with the Contractor will lead to reputational damage for Sodexo.
- 12.5** Furthermore, the Contractor is authorised to dissolve the Contract wholly or in part in the case of non-fulfilment by Sodexo after the Contractor has sent prior notice of default to Sodexo for that purpose, offering Sodexo a reasonable term to comply.
- 12.5** Unless agreed otherwise in writing between the Parties, there will never be a long-term relationship (in Dutch: Duurrelatie), and neither is Sodexo obliged to place (subsequent) orders with the Contractor, irrespective of whether one or more Contracts for delivery of Products and/or performance of Services have been concluded with the Contractor, and without being liable to pay damages or being obliged to give notice.
- 12.6** In the event of dissolution of a contract, Sodexo is entitled carry out the work itself or to have it carried out by a third party, using all technical data necessary to that end, including the intellectual and industrial property rights of the Contractor, materials held in stock by the Contractor, as well as all goods made available by the Contractor. Sodexo will pay a reasonable fee for the use of the Contractor's tools and materials, in so far as this is not already paid by Sodexo.
- 12.7** All reasonable court and other costs of Sodexo as a result of non-fulfilment by the Contractor shall be borne by the Contractor.
- 12.8** The termination of the Contract is without prejudice to all rights of Sodexo in existence at the time of termination.
- 12.9** If Sodexo believes it is compelled to take measures to prevent (further) losses among Customers or third parties, or has well-founded doubts about the quality of the Products and/or Services, then Sodexo is

authorised to demand a Recall, which the Contractor is obliged to carry out with immediate effect. If the Contractor carries out a Recall regarding the Products and/or Services on its own initiative, the Contractor must inform and warn the QHSE Department of Sodexo accordingly and without delay. In both case, the Contractor is liable for all costs and losses of Sodexo related thereto and arising therefrom.

**Clause 13 Force Majeure**

- 13.1** Immediately on the occurrence of a circumstance resulting in force majeure, the Contractor must notify Sodexo thereof stating the nature of the force majeure, the date on which the situation of force majeure takes effect or has taken effect, and, if possible, its anticipated duration.
- 13.2** Sodexo is entitled to dissolve the Contract wholly or in part through a notification to the Contractor, without the need for notice of default or judicial intervention and without being liable to pay any damages, if the period of force majeure of the Contractor has lasted more than thirty (30) calendar days or if it can reasonably be assumed that it will last more than thirty (30) calendar days.
- 13.3** The following circumstances do not under any circumstances constitute force majeure for the Contractor: a strike, a lockout, a shortage of raw materials, product recalls, transportation problems, non-fulfilment of obligations by suppliers and/or contractors and subcontractors, breakdowns in the Contractor's production, illness, and epidemics.

**Clause 14 Packaging**

- 14.1** The Contractor will make every effort to use simple and functional packaging made out of environmentally friendly, degradable materials and will avoid (superfluous) packaging and sub-packaging materials. The Contractor must always fully comply with all applicable laws and regulations governing packaging.
- 14.2** The Contractor is obliged to take back all returnable packaging materials and/or packaging at its own expense. Returnable packaging materials and/or packaging not taken away by the Contractor can be taken away or returned by Sodexo to the Contractor, both at the expense of the Contractor.

**Clause 15 Obligations of the Contractor**

- 15.1** The Contractor guarantees that all Products and/or Services are good and sound, fulfil the purpose for which they are intended, do not deviate from the agreed quantity, and are free of defects.
- 15.2** The Contractor guarantees that there are no charges, claims, rights, encumbrances and/or restrictions of the Contractor or a third party on or to the Products and/or Services.
- 15.3** The Contractor guarantees that the Products and/or Services do not infringe the rights of third parties, including but not limited to intellectual property rights and know-how, and fully holds Sodexo harmless against claims of third parties in this context. Drawings, illustrations, designs, models, calculations, methods, tools, manuals, specifications, etc. as made available by Sodexo or produced by the Contractor on the instructions of Sodexo, remain the property of Sodexo.
- 15.4** If the Contract contains a guarantee period with respect to Products supplied by the Contractor, then this guarantee period applies for the duration agreed in the Contract. If no guarantee period has been included in the Contract, then the guarantee period shall be at least two (2) years, without prejudice to the liability of the Contractor after the expiry of that period.
- 15.5** If a defect to the product and/or a faulty delivery or deliveries of Products arises during the guarantee period, then Sodexo is entitled to demand repair of the defects and/or redelivery, both free of charge, and at the discretion of Sodexo and without prejudice to the liability of the Contractor to pay and the right of Sodexo to compensation of (further) losses and losses incurred by third parties.
- 15.6** Sodexo or a third party designated by Sodexo has the right to repair or replace the products at the expense and risk of the Contractor, if Sodexo can reasonably assume, after consultation with the Contractor, that the Contractor cannot or will not be able to make the repair or replacement or to do so on time. This is at the discretion of Sodexo and without prejudice to the liability of the Contractor to pay and the right of Sodexo to receive compensation for (further) losses and losses incurred by third parties.

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**15.7** Insofar as possible, the Contractor is obliged to use a "traceability system" and to make available all information concerning the origin and/or source, quality, and composition of the Product to Sodexo or to a party designated by the latter, at their request, in order to make it possible to trace where the Product and its components originate from. Moreover, the Contractor will comply with all laws concerning traceability.

**15.8** At the request of Sodexo, the Contractor is obliged to provide the relevant (product) specifications and/or safety data sheets for all Products and/or Services it delivers to or performs for Sodexo. The Contractor must provide Sodexo with all information that is or may be important to Sodexo and of which the Contractor knows or should know that Sodexo includes or will include in its decision regarding whether or to conclude or maintain a Contract with the Contractor. The above-mentioned information also extends to the companies affiliated with the Contractor in a group as defined in Article 2:24b of the Dutch Civil Code.

**15.9** Sodexo has stipulated that the annual turnover with Sodexo shall not exceed 15% of the total annual turnover of the Contractor in order to guarantee the financial and commercial independence of Sodexo as well as of the Contractor. If this limit is exceeded, the Contractor must notify the Supply Management Department of Sodexo of this without delay.

**15.10** The Contractor is not authorised to actively approach Customers directly in connection with the Order/Contract, unless Sodexo has expressly granted authorisation in writing to that effect. If a Customer contacts the Contractor, the Contractor must notify the Supply Management Department of Sodexo without delay. The above is stipulated to prevent miscommunication.

### Clause 16 Tools

**16.1** The Contractor itself provides at its own expense the tools it needs in connection with the Order to be carried out.

**16.2** If the Contractor makes use of tools owned by Sodexo or the Customer with Sodexo's authorisation, then this use is at the risk of the Contractor and the Contractor is fully liable for all damage or losses

caused by this use. The Contractor must return the tools to Sodexo in the condition in which the Contractor received them as soon as the Contractor has finished using them. The Contractor must immediately report observable defects to Sodexo and/or the Customer. Checks, inspections, tests, maintenance, the drafting or issuing of instructions or controls are at the expense of the Contractor and the responsibility resides with the Contractor for the duration of the Order.

**16.3** Storage of items by the Contractor on the Location(s) is permitted only after Sodexo's explicit authorisation in writing, in which Sodexo must designate a place for the storage. Sodexo's explicit authorisation does not affect the fact that the risk for the storage of items by the Contractor at the Location(s) continues to rest fully with the Contractor.

### Clause 17 Ownership

**17.1** The ownership of the delivered Product, including the building materials, parts and/or equipment designated for the work, passes to Sodexo upon delivery at the agreed location. This does not apply to hired Products and/or Products on loan.

**17.2** The Products rejected by Sodexo remain the property of the Contractor, or pass immediately into the ownership of the Contractor from the moment of dispatch of the rejection notice and are therefore never at the expense and risk of Sodexo.

**17.3** All goods made available by Sodexo to the Contractor for repair, processing or treatment or for other purposes (including special equipment and tools, as well as specifications, drawings, and models) are issued on loan to the Contractor and remain the property of Sodexo. These can only be used to fulfil the Order issued by and the Contract concluded with Sodexo and must be returned to Sodexo on its first request, without the Contractor being able to exercise the right of retention in respect of the goods made available.

**17.4** If the goods made available by Sodexo to the Contractor for repair, processing or treatment or for other purposes are lost, the Contractor is obliged to ensure their immediate replacement at its own expense. If replacement is impossible, the Contractor is obliged to reimburse the price paid by Sodexo for

the goods, as well as to pay any additional costs incurred by Sodexo. Sodexo has the right to repair goods at the expense of the Contractor or to have them repaired, or to replace them if repair is not possible, if they are found to be damaged following their return to Sodexo.

### Clause 18 Contractor Liability

**18.1** If the Contractor imputably fails to fulfil its obligations towards Sodexo, then the Contractor is liable for all losses incurred or to be incurred by Sodexo, provided that the liability of the Contractor is limited as specified in the levels below:

**Level I:** If the Order has a total value of less than or equal to €150,000, then the liability is limited to €500,000 per event and €1,000,000 per contract year.

**Level II:** If the Order has a total value exceeding €150,000 but less than or equal to €500,000, then the liability is limited to €1,500,000 per event and €3,000,000 per contract year.

**Level III:** If the Order has a total value exceeding €500,000, then the liability is limited to €3,000,000 per event and €5,000,000 per contract year.

**18.2** The limitation of liability as referred to in Clause 18.1 shall cease to have effect in the case of:

- i)** claims for compensation for damages of third parties as a result of death or bodily injury;
- ii)** infringement of intellectual property rights by the Contractor;
- iii)** In the case of Professional Errors, gross negligence or intentional act or omission on the part of the Contractor, employees of the Contractor or third parties hired by the Contractor
- iv)** a shortcoming of the Contractor with respect to its obligations on the basis of a (data)processor agreement concluded between Sodexo and the Contractor and/or a violation of the Contractor of the obligations resting with it pursuant to the applicable laws and regulations in respect of personal data protection.

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**18.3** The Contractor has and retains adequate insurance and will present proof thereof to Sodexo on Sodexo's first request to that effect. The Contractor holds Sodexo harmless against non-fulfilment of the obligation of the Contractor to take out liability insurance that is adequate in accordance with generally accepted standards and that provides adequate cover.

### Clause 19 Final provisions

**19.1** In the absence of Sodexo's authorisation, the Contractor is not allowed to assign or pledge claims arising from or related to the Contract to third parties, or establishing a restricted right thereon or having a restricted right established.

**19.2** The total cumulative liability of Sodexo to the Contractor and third parties for losses arising from or related to the Contract, on any legal basis, is at all times restricted to the order value under the Contract per event and per calendar year.

**19.3** Sodexo has the right to change these General Terms and Conditions of Purchase unilaterally at any time. The amended version is applicable as soon as it has been delivered to the Contractor.

**19.4** The Dutch text of the present General Terms and Conditions of Purchase prevails over its translations.

### Clause 20 Applicable Law and Competent Court

**20.1** All legal relationships between Sodexo and the Contractor are governed exclusively by the law of the Netherlands. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, CISG) is expressly excluded.

**20.2** A dispute between the Parties that they cannot resolve amicably, shall be resolved exclusively by the competent court in Rotterdam.

### Special Stipulations for Food Safety

#### Clause 21 Definitions

##### "Foodstuffs

**Legislation":** regulations based on the Dutch Hygiene Code as well as all relevant Dutch and European laws and regulations concerning foodstuffs, in relation but not limited to the hygiene, composition,

preservation, processing, preparation, storage, transport, and distribution of foodstuffs and concerning chemical and other Products, materials, and equipment that come in contact with foodstuffs as in effect from time to time;

**"Hygiene Code":** the hygiene code for contract catering drawn up by Veneca and as in effect from time to time.

#### Clause 22 Quality Control and Inspection

**22.1** Other than if the Contractor has an HACCP or BRC certificate or if the Contractor is a bakery, Sodexo can designate a third party to carry out an inspection at the Contractor's premises, once per year, without advance notice and within the normal working hours of the Contractor. The costs of this inspection shall be borne by the Contractor. Sodexo can suspend or terminate the deliveries immediately, or carry out a new inspection or have it carried out, if Sodexo deems the results of the inspection to be unsatisfactory. The costs of this new inspection shall also be borne by the Contractor.

**22.2** If the Contractor has a certificate recognised by GFSI (IFS, BRC or FSSC2200), it must provide Sodexo's Quality Health Safety Environment ("QHSE") Department with a copy thereof at the conclusion of the Contract or on each occasion following receipt of the (changed) certificate.

**22.3** If the Contractor is a bakery, it must send a copy of the annual report (written report of the hygiene inspection and the bacteriological results of two bakery samples) of the Dutch Bakery Centre (Nederlands Bakkerij Centrum, NBC) to the QHSE Department of Sodexo. The costs of this inspection shall be borne by the Contractor. Sodexo can suspend or terminate the deliveries immediately, or carry out a new inspection or have it carried out, if Sodexo deems the results of the inspection to be inadequate. The costs of this new inspection shall also be borne by the Contractor.

**22.4** The Contractor must send a copy of new versions of the above-mentioned certificates or reports to Sodexo's QHSE Department, on each occasion no more than one (1) month after receipt. If certification is revoked, the Contractor must

immediately inform the QHSE Department of Sodexo thereof.

**22.5** At least once a year and at its own expense, the Contractor (insofar as it is not a bakery) is obliged to have an expert third party carry out microbiological inspections by means of random checks with respect to process control.

**22.6** During the transport of the Products, the Contractor is obliged to check and record the temperature and its course in accordance with the food legislation, and the Contractor shall make the temperature records available to Sodexo on request. Furthermore, the Contractor must package the Product in such a manner that the quality of the Product is guaranteed during normal transport, complies with the food legislation, and can be safely unloaded.

**22.7** An entry inspection of the Product by or on behalf of Sodexo is carried out upon delivery of the Product at the agreed location. De Contractor shall cooperate with this inspection, without charging any additional costs to Sodexo.

**22.8** The Contractor has a complaint procedure. In the case of complaints about quality, the Contractor must resolve the question of who is to blame.

### Special Stipulations for Self-Employed Persons with no Employees (hereinafter referred to as ZZPers (zelfstandige zonder personeel, ZZP))

#### Clause 23 ZZPers

**23.1** A ZZPer is contracted on the basis of the General Model Agreement - Without Employer Authority (Algemene modelovereenkomst geen werkgeversgezag), drawn up by the Netherlands Tax and Customs Administration with no. 9015550000-06-2 of 29 February 2016 and as supplemented from time to time by Sodexo. By signing these General Terms and Conditions of Purchase, ZZPers are deemed to be aware of and to agree with the General Model Terms and Conditions. The General Model Terms and Conditions can be consulted via the following weblink: <https://nl.sodexo.com/inkoopvoorwaarden> and they

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prevail over the present General Terms and Conditions of Purchase.

- 23.2** If and to the extent that Sodexo is confronted (e.g. pursuant to an actual or notional employment relationship) at any time with one or more tax assessments for wage taxes or national insurance contributions in connection with the Contract, then the ZZPer will hold Sodexo harmless against any claims in this regard, unless these claims have arisen as a consequence of the acts or omissions of Sodexo.