

# TOTALENERGIES CORBION LTD. GENERAL PURCHASING TERMS (under Thai law)

## 1. General

- 1.1 In these Terms the following expressions will have the following meanings:  
“**Agreement**” means any agreement (written or oral) between Buyer and Supplier concerning the purchase and delivery of Goods and/or Services.  
“**Buyer**” means TOTALENERGIES CORBION LTD. and/or any of its subsidiaries, affiliates or group companies within Europe  
“**Goods**” means any goods of whatever nature which Supplier supplies to Buyer (including any of them or any part of them) under an Agreement.  
“**Parties**” means Supplier and Buyer (and individually a “**Party**”).  
“**Services**” means any services of whatever nature which Supplier supplies to Buyer (including any part of them) under an Agreement.  
“**Specifications**” means the technical specifications and formulae for the Goods and/or Services.  
“**Supplier**” means the person(s), firm or company from whom Buyer orders the Goods and/or Services.  
“**Terms**” means the general purchasing terms set out in this document together with any special conditions agreed in writing between Supplier and Buyer.
- 1.2 Unless otherwise agreed in writing, these Terms are part of and applicable to all written orders, agreements, offers and requests made by Buyer for the delivery of Goods and/or Services by Supplier. A list of subsidiaries and group companies of Buyer is available upon request.
- 1.3 The applicability of any sales terms and/or conditions of Supplier to any Agreement is explicitly rejected by Buyer.
- 1.4 References to any number of days shall mean calendar days.

## 2. Offers and Agreements

- 2.1 Each quotation for the Goods and/or Services from Supplier will be deemed to be an offer by Supplier to sell the Goods and/or Services upon these Terms. Buyer is not required to compensate Supplier for any cost or expenses made with respect to an offer.
- 2.2 Offers from Supplier are only binding if confirmed by Buyer, by sending a written acceptance to Supplier. The written acceptance of an offer by Buyer constitutes an Agreement between the Parties.

## 3. Prices

- 3.1 The price for the Goods will be the price stated in the Agreement and, unless otherwise stated in that Agreement, shall be (i) in Thai Baht (ii) fixed for the duration of the Agreement and (iii) inclusive of all charges (including but not limited to packaging, shipping, loading, carriage, insurance and delivery of the Goods and/or Services) and any duties, levies or sales, use or other taxes.
- 3.2 No variation in the prices for the Goods and/or Services or extra charges can be made without the prior written consent of Buyer.
- 3.3 Any currency risks will be borne by Supplier.

## 4. Payment

- 4.1 Unless otherwise agreed in writing, payment shall be effected after approval of delivery of the Goods and/or Services, against invoice, including applicable taxes, and within the number of days agreed in the Agreement after receipt of the invoice.
- 4.2 Buyer shall be entitled at all times to set-off any amount owing at any time from Supplier to Buyer or another Buyer group company against any amount payable at any time to Supplier by Buyer.
- 4.3 Buyer is entitled to suspend its payment obligations in case of nonconformity of the Goods and/or Services.
- 4.4 The invoice must comply with the specifications as given by Buyer to Supplier. Failure to do so may cause the invoice not to be accepted and returned to Supplier.
- 4.5 Payment shall never imply a waiver by Buyer of any rights it might have by agreement or by law.

## 5. Quality control, packaging and transport

- 5.1 Buyer is entitled to inspect and test the Goods and/or Services at any time prior to delivery or provision, at the time of delivery or provision and after delivery or provision. Supplier will provide Buyer with all facilities and documentation reasonably required in order to do this. Notwithstanding such inspection, Supplier shall at all times remain fully and solely responsible for quality control with respect to the preparation, production, packaging, storage, handling and provision of the Goods and/or Services.
- 5.2 Supplier shall ensure full traceability of the Goods and/or Services and all materials and ingredients used in the Goods and/or Services and it shall at all times be able to present to Buyer documentary evidence in relation thereto.
- 5.3 The Goods and/or Services shall be properly packed, protected provided and transported, ensuring the Goods and/or Services arrive and are provided in good condition and safe unloading, in agreed upon units, numbers and volume.
- 5.4 Supplier is responsible for ensuring that packing, transport and provision are in accordance with national and international legal requirements.
- 5.5 All Goods, containing or related to food, shall be packed in accordance with the laws of the Kingdom of Thailand regarding food packaging.
- 5.6 Product labelling should meet the prevailing legal requirements as well as the Specifications. No charge for packaging shall be permitted unless authorized by Buyer. Buyer is entitled to return packaging materials at the expense of Supplier.

## 6. Delivery and transfer of title

- 6.1 Unless otherwise agreed in writing, delivery shall take place Delivered Duty Paid (DDP) at the agreed place and time and in accordance with the latest version of the Incoterms as set by the International Chamber of Commerce.
- 6.2 Supplier shall immediately notify Buyer in writing regarding any foreseeable delay to a delivery.
- 6.3 Unless otherwise agreed in writing, ownership and risk of the Goods transfer to Buyer upon approval of delivery of the Goods.
- 6.4 Without prejudice to the other rights of Buyer contained herein, Buyer is entitled to use a period of six (6) months from the date of delivery or provision to detect whether the Goods and/or Services are defective. If Buyer detects any defects, Buyer may either refuse to accept delivery and/or request that Seller replaces, repairs or reimburses for the defective Goods and/or Services in question promptly and free of charge.

## 7. Warranties

- 7.1 Supplier warrants that the Goods and/or Services delivered and provided to Buyer shall at the time of delivery and provision:
- be intact, undamaged and fully conform the agreed Specifications;
  - be merchantable and fit for the purpose for which Goods and/or Services of that kind are commonly supplied or any specific purpose of which Supplier could reasonably be aware, including (but not limited to) where applicable the suitability of the Goods and/or Services to run on and/or be used in relation to the production lines of Buyer.
  - not infringe the intellectual property rights of any third party.
- 7.2 The Supplier furthermore warrants:
- at the time of delivery and provision, it has full legal and unencumbered title to the Goods and/or Services, free and clear of any liens or encumbrances;
  - it possesses all licences and other required governmental or official approvals, permits or authorisations necessary for manufacturing, packing, storing and distributing and providing the Goods and/or Services in accordance with its obligations under any Agreement;
  - no packaging of the Goods nor any labeling thereon will cause any of the Products to be (A) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the “Act”), any substantially similar state pure food act, the Fair Packaging and Labeling Act, or the regulations issued thereunder, or (B) an article which may not, under the Act, be introduced into interstate commerce; and
- 7.3 The warranties and remedies provided for in this clause shall be in addition to those implied or available by law and shall continue in force notwithstanding the acceptance by Buyer of all or part of the Goods and/or Services.
- 7.4 The warranty period is twelve (12) months from delivery of the Goods and Services in accordance with Clause 6 above, or as otherwise set out in the Agreement.
- 7.5 The warranties provided for in clause 7 are in addition to those implied or available under Applicable Law and will not be affected by Buyer’s acceptance of the Goods.

## 8. Compliance & Audit

- 8.1 Supplier affirms that in connection with this Agreement, it complies Anti-Corruption Laws and will notify Buyer immediately if Supplier becomes aware of any matter that is in violation of Anti-Corruption Laws
- 8.2 Supplier warrants that neither it nor any of its affiliates, shareholders, beneficial owners, officers, directors employees, agents, (sub)contractors or any other party controlling it or acting for or on its behalf, is a Restricted Person, is affiliated with a Restricted Person, or is acting for or on behalf of a Restricted Person
- 8.3 No Party shall be obliged to take any action that is prohibited, restricted, penalized under, or may otherwise subject to Sanctions.
- 8.4 Buyer may at any time audit Supplier’s and its subcontractors’ premises, operations, facilities and procedures to confirm that Supplier complies with Applicable Laws. Supplier shall provide Buyer and its authorized representatives access to the such premises during normal working hours after giving reasonable notice to the Supplier.
- 8.5 Supplier shall adhere to the principles contained in Buyer’s Supplier Code, (Required TotalEnergies Corbion Ltd.’s Supplier Code link in publish website).

## 9. Intellectual property

- 9.1 All Specifications, designs, drawings, models and sketches submitted to Supplier by Buyer shall remain the property of Buyer.
- 9.2 Materials and documentation as mentioned in clause 8.1 shall be returned immediately after having served the purpose intended in the Agreement.
- 9.3 Supplier is responsible for the cost of storage and for the risk of damage to and/or loss of materials and documentation as mentioned in clause 8.1.
- 9.4 Supplier shall indemnify Buyer against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages arising from or incurred by reason of any infringement or alleged infringement of any industrial or intellectual property right of a third party.

## 10. Confidentiality

- 10.1 The Parties acknowledge that in the course of their performance of any Agreement each Party may come in the possession of confidential information of the other Party including, but not limited to, the Specifications and manufacturing and/or other processes for Goods and/or Services supplied and/or provided under any Agreement, other products of either Party, results of operations etc. (hereinafter referred to as "**Confidential Information**"). This Confidential Information will remain the sole and exclusive property of the owner and may not be disclosed or used by the other Party except and up to the extent that this is strictly necessary for the performance of the Agreement. No further use of the Confidential Information will be made after the termination of the Agreement.
- 10.2 The restrictions contained in clause 9.1 shall not apply (i) so as to prevent any Party from making any disclosure required by law or by any securities exchange or supervisory or regulatory or governmental body pursuant to rules to which that Party is subject or (ii) in respect of any information which comes into the public domain otherwise than by a breach of this clause 9 by the relevant Party.
- 10.3 Each Party will make available the other Party's Confidential Information only to its officers and employees on a need to know basis. All persons to whom the Confidential Information is made available will be made aware of the strictly confidential nature of the Confidential Information and restrictions imposed hereunder on the use thereof. Both Parties shall ensure that all officers and employees likely to receive the Confidential Information will be advised of their obligation to abide by the provisions of this clause. The Parties will be and remain liable for any breach of this clause by such officers and employees.
- 10.4 Upon termination of the Agreement, all Confidential Information shall be returned to the owner or destroyed at its direction. The obligations of confidentiality set out in these terms shall survive the termination of any Agreement.

## 11. Non-performance

- 11.1 In case Supplier in any way fails to fulfil its obligations arising from the Agreement or these Terms, Supplier will be in default if (i) the breach has not been remedied within a period of seven (7) days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy. Failure to deliver and/or provide the Goods and/or Services on the due date in accordance with clause 6.1 is a breach of the provisions of the Agreement which is not capable of remedy.
- 11.2 In the event of default by Supplier, Buyer will be entitled to cancel the Agreement, either partially or entirely and/or Buyer will be entitled to demand compensation (including additional expenditure reasonably incurred by Buyer in obtaining substitution Goods and/or Services).
- 11.3 If, in Buyer's reasonable opinion, the Goods and/or Services are not delivered and/or provided according to the Specifications, Buyer is entitled to one of the following options:
- return the Goods to Supplier within ten (10) days after discovery, at Supplier's risk and expense; or
  - request the Supplier to replace or repair or re-provide the Goods and/or Services within a period to be stipulated by Buyer.
- 11.4 If Supplier does not comply with any of the options mentioned above, Buyer is entitled, at Buyer's discretion and without Buyer being liable for any compensation, to either terminate the Agreement in writing, or to buy substitution Goods and/or Services from a third party at the Supplier's expense. In case the returned or replaced Goods can, in Buyer's opinion, not be repaired, and in case these Goods can in whatever way be linked to Buyer, Supplier is obliged to destroy these Goods at Supplier's expense. These rights do not affect any rights that Buyer may have under the Agreement and under applicable law such as the right to payment of damages.
- 11.5 As a genuine pre-estimate of the likely cost and expense of delay Supplier agrees to pay an amount equal to 0.1% per day of order value but not exceed 10% of order value.

## 12. Liability and insurance

- 12.1 Supplier shall be liable for and indemnify Buyer against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages suffered by Buyer as a result of or in connection with the breach by Supplier of any of the warranties or other obligations set out in these Terms or the Agreement or resulting from applicable law.
- 12.2 Without limiting the liability of Supplier under these Terms, Supplier shall maintain comprehensive liability insurance policies covering liabilities relating to the Goods and/or Services (including death, personal injury and property damage with respect to the Goods and/or Services) in an amount of at least five million euro per any one occurrence and ten million euro in aggregate per year. The insurance coverage required herein shall be provided by an insurance company with a rating of at least "A" in Standard and

Poor's Financial Strength Ratings (or a comparable rating by a comparable rating agency that issues such ratings on a regular basis). Supplier shall inform Buyer forthwith in case of any changes (in the scope) of such insurance (policy). Supplier shall provide Buyer at its request with a certificate of insurance evidencing such coverage.

## 13. Termination

- 13.1 Buyer may terminate the Agreement or any portion thereof for its convenience at any time and without cause, upon giving not less than three (3) months' written notice to Supplier specifying the effective date of such termination.
- 13.2 Without prejudice to its other rights and remedies, Buyer may terminate the Agreement by giving Supplier written notice taking immediate effect:
- if Supplier breaches any warranties, obligations or other terms of these Terms or the Agreement and (i) the breach has not been remedied within a period of seven (7) days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy;
  - in case of Supplier's (request for) suspension of payment or bankruptcy, liquidation, closure of business, withdrawal of necessary permits, seizure of property or Goods related to or necessary to perform under the Agreement (or if an event that is similar to or has the same effect as any of the matters set out in this sub-clause should occur in any jurisdiction in which the Supplier is based or conducts any part of its business); or
  - if there is any change in the ownership or control of Supplier or its ultimate parent company.
- 13.3 If Services are terminated, either in whole or in part, Buyer with respect to such Services will pay Supplier, only for Services satisfactorily performed in accordance with this Agreement and obligations incurred prior to the effective date of termination and for such additional amounts directly related to work performed by Supplier in terminating, providing said work was authorized in advance by Buyer, and subject to other provisions of this Agreement that may reduce or suspend payment. Such payment will be made to Supplier.

## 14. Force majeure

- 14.1 Supplier or Buyer (as the case may be) shall not be liable for delay, non performance or part performance of the Agreement due to any circumstance beyond Supplier's or Buyer's (as the case may be) reasonable control which shall, without limiting the generality of the term, be deemed to include war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, fire, flood, acts of God or legislative or administrative interference.
- 14.2 Supplier or Buyer (as the case may be) will inform the other Party immediately in the event of such force majeure and shall use best endeavours to mitigate the effect of a force majeure event in the best possible way.
- 14.3 In case Supplier or Buyer (as the case may be) is unable to perform any of its obligations under the Agreement as a result of a force majeure event for more than five (5) days, Buyer may terminate that Agreement, at any time and without any liability, by giving written notice to the Supplier.
- 14.4 The following events do not constitute force majeure on part of Supplier: strike or non performance by its suppliers or any of its subcontractors and the mere shortage of labour, materials, raw materials, ingredients, or public utilities.

## 15. Miscellaneous

- 15.1 The Supplier shall not assign or transfer any rights or obligations arising from the Agreement to a third party without prior written consent of Buyer. Reasonable conditions may be attached to this consent.
- 15.2 In case consent as mentioned under clause 14.1 is given, Supplier shall remain fully responsible and liable for the performance of the Agreement. Supplier will indemnify Buyer against any liabilities in connection therewith, including payment of taxes and social security contributions.
- 15.3 If any provision in these Terms or the Agreement is declared invalid or is annulled based upon the applicable law, the remainder of these Terms or the Agreement remains valid and enforceable, and Parties will negotiate in good faith a substitute clause, which reflects most closely the original intent of the Parties.
- 15.4 The provisions of the Agreement may not be modified or amended, except by a written instrument duly executed by each Party. The Agreement shall constitute the entire agreement between the Parties with respect to the purchase and sale of the Products. ANY AND ALL TERMS OR CONDITIONS SET FORTH IN ANY SALES OR ORDER CONFIRMATION FROM SUPPLIER THAT ARE DIFFERENT FROM, IN ADDITION TO OR IN CONFLICT WITH THE TERMS OF THIS AGREEMENT ARE OBJECTED TO BY BUYER AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY BUYER.

- 15.5 Any delay or waiver by Buyer in exercising its rights under these Terms or the Agreement does not limit or restrict the future exercise or enforceability of those rights.
- 15.6 Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being an independent contractor.
- 15.7 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
16. Governing law and jurisdiction
- 16.1 The formation, existence, performance, validity and all aspects whatsoever of all Agreements and these Terms shall be governed by and construed in accordance with the laws of the Kingdom of Thailand applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.
- 16.2 The Parties agree that in the event of a dispute arising under or in relation to an Agreement, the courts in Bangkok, Thailand shall have exclusive jurisdiction over any such disputes or related claims. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought..