

Modified Purchase Order  
**Purchase Order 4503055455**



**Created on** 13.04.2020

**Modified on** 13.04.2020

Please quote the above purchase order reference number in all related correspondence.

Page 1 of 7

**Vendor Address**

D CORE SYSTEM INTEGRATOR CO.,LTD.  
63 Soi Sukhumvit 68, Bangna Nuea,  
Bangna  
10260  
BANGKOK  
Thailand  
Tel: 020224994 Fax: 027447667  
Vendor Code: 20263777

**Delivery Address**

2700 DUMEX TH SP HQ  
Dumex Ltd.  
Moo 17 Theparak Road Bangsaothong 359  
10570  
Samutprakan  
Thailand

**Requester**

Dumex Ltd.  
SIRINNA BOONPRAY  
E-mail: Sirinna.BOONPRAY@danone.com

**Invoices to be issued to legal address:**

Please state company name and address as per below on the original tax invoice  
Dumex Limited  
Thailand Head office  
359 Moo 17, Theparak Road, Tumbol Bangsaothong,  
Bangsaothong, Bangsaothong  
Samutprakarn 10570  
Tax ID 0105500001018

**Payment Terms**

due within 30 days

**For Inquiries, please contact below:**

questions related to invoices: apcenter@danone.com  
questions related to PO: Sirinna.BOONPRAY@danone.com

**Invoices to be sent to:**

Dumex Limited  
359 Moo 17, Theparak Road  
Tumbol Bangsaothong, Bangsaothong  
Samutprakarn 10570  
Tax ID 0105500001018

**Notes to the vendor**

**Item Information**

N°	Description	Quantity	Net Unit Price	Total Line Value	Delivery Date
10	DMMS (D Manufacturing Management Systems	1 AU	621,300.00 THB /1	621,300.00 THB	30/04/2020
20	Hardware MES Dashboard management	1 AU	257,500.00 THB /1	257,500.00 THB	30/04/2020

Total Amount excl. VAT	878,800.00	THB
Total VAT Amount	61,516.00	THB
Total Net Amount	940,316.00	THB

ชื่อและที่อยู่ในการออกใบกำกับภาษี  
 กรุณาระบุชื่อและที่อยู่ของบริษัทตามรายละเอียดดังต่อไปนี้  
 บริษัท ดูเม็กซ์ จำกัด  
 สำนักงานใหญ่  
 359 หมู่ 17 ถนนเทพารักษ์  
 ต.บางเสาธง อ.บางเสาธง  
 จ.สมุทรปราการ 10570  
 หมายเลขประจำตัวผู้เสียภาษี 0105500001018

หมายเหตุ:

- 1) ผู้ขายในประเทศที่เป็นผู้ประกอบการในระบบภาษีมูลค่าเพิ่ม กรุณาออกใบกำกับภาษีให้กับบริษัท
- 2) ค่าบริการที่ต้องหักภาษีหัก ณ ที่จ่ายโปรดระบุให้ชัดเจนในใบแจ้งหนี้
- 3) โปรดตรวจสอบข้อมูลบน PO ดังต่อไปนี้ว่าถูกต้องหรือไม่ ได้แก่ ชื่อ เงื่อนไขการจ่ายเงิน จำนวนและราคาสินค้าหรือบริการ
- 4) ต้องระบุเลขที่ PO อย่างชัดเจนในใบแจ้งหนี้ หากไม่มีเลขที่ PO บริษัทจะไม่สามารถชำระเงินให้กับผู้ขายสินค้าได้
- 5) หากไม่เป็นไปตามเงื่อนไขดังกล่าวข้างต้น อาจส่งผลให้การชำระเงินล่าช้า

#### Invoicing name and address

Please state company name and address as per below on the original tax invoice

Dumex Limited  
 Thailand Head office  
 359 Moo 17, Theparak Road, Tumbol Bangsaothong,  
 Bangsaothong, Bangsaothong  
 Samutprakarn 10570  
 Tax ID 0105500001018

#### Remark

- 1) Tax invoice is required for Domestic vendor (as VAT - able Entrepreneur)
- 2) Payment of services which subject to withholding tax please indicate on invoice
- 3) Please ensure information on the PO are correct e.g.: Name, terms, amount, price
- 4) PO number must be stated clearly on the invoice. Payment will not be made without PO
- 5) Failure to comply with the above may result in delay of payment

DUMEX LTD.

359 MOO 17 THEPARAK RD., TUMBOL BANGSAOTHONG, BANGSAOTHONG, SAMUTPRAKAN, THAILAND, 10570  
 OR PO BOX 1123, BANGKOK 10501, THAILAND. TELEPHONE: (66) 0-2740-3300 FAX: (66) 0-2740-3499. FAX PURCHASING (66) 0-2740-3307

# General Terms and Conditions of Purchase

## ARTICLE 1 – DEFINITIONS

“Affiliate” any entity which, directly or indirectly, controls, is controlled by, or is under common control with DANONE S.A. or Supplier, where “control” shall mean the ownership of more than 50 % of the share capital or of the voting rights of the company or entity concerned;

“Buyer”: DanTrade B.V. or any Affiliate of DANONE S.A. placing a Purchase Order;

“Contract”: in respect of any supply of Products by Supplier to Buyer, and by order of precedence (i) the Purchase Order, (ii) the Technical Contract, (iii) the Specifications and (iv) the GTCP;

“GTCP”: these General Terms and Conditions of Purchase, including their Appendices;

“Intellectual Property Rights” or “IPR”: all intellectual property rights and industrial property rights including but not limited to know-how, recipes, copyrights and all rights in the nature of copyright, database rights, design rights, model rights, patents, trademarks, domain names, corporate names or trade names and any other similar propriety rights that may subsist in any part of the world, together with all applications, renewals, extensions and revivals thereof, whether registered, unregistered, registrable or otherwise;

“Products”: any product, end product, good, raw material or packaging material, including packaging and associated documents and services, which Supplier shall supply to Buyer pursuant to the GTCP and/or any Purchase Order;

“Purchase Order”: any purchase order made by Buyer to Supplier under the Contract;

“Specifications”: Buyer’s general specifications and specifications relating to the Products and/or descriptions of the Products, including food safety requirements and quality requirements. Specifications form an essential part of the Contract;

“Supplier”: the signatory to the GTCP and/or the person, company or other legal entity that is bound to supply the Product under the Contract;

“Technical Contract”: means the technical contract in SAP prepared by Buyer and accepted by Supplier or such other similar document as agreed between Supplier and Buyer, containing details on agreed prices, payment and delivery terms.

## ARTICLE 2 – APPLICABILITY

The GTCP apply to all purchases of Products by Buyer from Supplier. Any general or specific terms and conditions that may appear on Supplier’s invoices, estimates and quotes, shipping forms or any other documentation shall not apply. Unless agreed otherwise by the parties or required under compulsory laws, all documentation in connection with the supply relationship between Buyer and Supplier shall be in the English language.

## ARTICLE 3 – ORDERS

Buyer is at all times entitled to cancel or modify a Purchase Order until Supplier has confirmed the same. The Purchase Order shall be deemed to be accepted if Supplier does not notify Buyer otherwise within 5 calendar days from the date of the Purchase Order. If this confirmation differs from the Purchase Order, Buyer shall not be bound by such confirmation.

Once a Purchase Order has been confirmed by Supplier, Buyer shall still be entitled to cancel or modify the relevant Purchase Order at any time in writing, provided that Buyer reimburses Supplier for any reasonable direct costs incurred as a result of such cancellation or modification.

Any activities performed or Products supplied by Supplier without a Purchase Order from Buyer shall be for Supplier’s own risk and account.

## ARTICLE 4 – VOLUMES

Unless specifically indicated otherwise in the Technical Contract, Buyer shall not be obliged to purchase any minimum volume of Products. Forecasted volumes shall not be binding on Buyer. Supplier shall ensure that its production capacity at all times exceeds by 20% forecasted volumes provided by Buyer. Supplier shall supply the Products to Buyer on a priority basis, and shall advise Buyer immediately if there is any shortage in the supply of Products or raw material necessary to manufacture the Products, and present an action plan to Buyer, at Supplier’s cost, to maintain

continuity of supply.

## ARTICLE 5 – DELIVERY

Supplier shall deliver the Products to Buyer in accordance with the Purchase Order, including with respect to volume, price, delivery date, time and location. Products delivered by Supplier must strictly comply with the Specifications.

Supplier shall provide all drawings, instructions, descriptions, calculations, control certificates and certificates of conformity or analysis, customs clearance documentation and any other documents relating to the Products reasonably required by Buyer.

The Product quantity, delivery date and time constitute essential terms without which Buyer would not have contracted with Supplier. Supplier shall inform Buyer in writing of any actual or probable delay in its performance of any Purchase Order, as soon as it has knowledge thereof.

Without prejudice to any other right or remedy available to Buyer in accordance with the Contract or by law, failure by Supplier to meet a stipulated quantity, delivery date or time shall result in Supplier being liable vis-à-vis Buyer for the payment of

(i) any costs, damages, penalties or liquidated damages that may be imposed upon Buyer or its Affiliates by its suppliers or customers as a result of such failure, and

(ii) a payment in the amount of two per cent (2%) of the total purchase price of the relevant Products for each working day of delay, up to a maximum of ten per cent (10%) of such purchase price. The foregoing applies in addition to any other rights of Buyer under the Contract or applicable laws.

Neither an attributable breach nor any demand for payment or default notice shall be required for Supplier to be liable for any payment contemplated herein.

In addition to the above, if Supplier does not supply the requested volumes in a Purchase Order or the volumes of Products agreed in the Contract, Buyer may cancel the relevant Purchase Order and terminate the relevant Contract and order products similar to the Products from third parties. In the event that the third party supply price (including costs) exceeds Supplier’s price, Supplier shall fully indemnify Buyer of the difference between the third party supply price and Supplier’s price.

Neither confirmation of receipt or delivery, nor payment of Supplier’s invoice shall imply Buyer’s acceptance of any Product or waiver of any claim.

## ARTICLE 6 – TITLE AND RISK

Ownership of the Products shall transfer to Buyer on delivery except where payment is made prior to delivery, in which case ownership in the Products will pass to Buyer as soon as payment is made. Any retention of ownership clause shall be without effect.

Unless otherwise indicated in the Contract:

- for domestic deliveries, Supplier shall bear all risks and liabilities associated with the Products until their delivery to the location specified in the Purchase Order; and

- for cross-border deliveries, delivery shall be made on a DDP basis (Incoterms ICC 2010) - delivery location specified in the Purchase Order.

## ARTICLE 7 – PRICING AND PAYMENT TERMS

Unless specifically agreed otherwise, prices, invoicing and payment terms shall be as stipulated in the Technical Contract or in the Purchase Order. Prices are fixed and firm. The invoice shall clearly state the Purchase Order number.

## ARTICLE 8 – WARRANTIES

In addition to any other express or implied warranties, Supplier warrants that all the Products shall:

(i) be free from defects and conform to the Specifications, approved samples, and all other terms of the Contract;

(ii) only be manufactured at and delivered from sites approved by Buyer;

(iii) be fit and safe for consumer use and suitable for Buyer’s or its Affiliates intended use which Supplier acknowledges it is aware of;

(iv) not infringe any rights of third parties, including IPR; and

(v) comply with all applicable statutory, regulatory and legal

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requirements in the country of manufacture and in the countries where the Products are delivered, used and/or sold by Buyer, insofar as known by Supplier (expressly or by implication). Supplier shall not make any change to the composition, characteristics or production method of the Products without Buyer's prior written consent.

Supplier, as a professional, shall at all times properly advise Buyer. Any advice or notice given by Buyer to Supplier shall not release Supplier from its responsibility and liability under the Contract. Supplier shall, upon Buyer's first written request, provide Buyer with all information that will enable Buyer to identify the origin, place and date of manufacture of the Products and the raw materials used to manufacture the Products, and any other information regarding the Products and the related raw materials, in addition to the serial or batch numbers.

Supplier further warrants that it will meet all requirements for certifications that Buyer may require for the Products, such that the Products and any necessary documentation are acceptable to certifying agencies responsible for said certifications. Supplier shall be responsible for maintaining all required written records pertinent to such certifications for a period of five (5) years from date of manufacture of the relevant Products.

If the delivered Products do not comply with one or more of the above warranties and without prejudice to Buyer's other rights under applicable laws or the Contract upon Buyer's first request and, at Buyer's option, Supplier shall replace or repair the Products as necessary to make them compliant with the warranties. Supplier shall bear all costs of and liability arising from any repair, recall of finished products (incorporating defective Products or alleged defective Products), replacement or additional services including transportation.

## ARTICLE 9 – CONFIDENTIALITY

All information provided by a party and/or its Affiliates in connection with the Contract, including the Specifications, shall be treated as confidential by the other party and its Affiliates and shall only be used by the other party and its Affiliates for the purposes of the Contract. The existence and the terms of the Contract shall be treated as confidential by both parties.

The information referred to in the preceding paragraph may only be disclosed to a third party after having obtained the written consent of the party that is the owner of the relevant information and provided that a written confidentiality undertaking has been obtained from the third party prior to any disclosure.

Upon termination of the Contract, each party shall promptly return to the other party all documents and materials received from that other party including all electronic data.

## ARTICLE 10 – PUBLIC ANNOUNCEMENTS

Neither party shall make public statements, declarations, advertising, press release or any other divulgence to third parties about the Contract or its subject matter without the other party's prior written consent.

In particular, in case of a Crisis (as defined in Danone Crisis Management Guidelines):

(a) Supplier shall not make any public statement, communication or press release, without Buyer's prior written consent; and (b) any public statement or communication or press release relating to the Crisis or Incident or generally the relationship with Buyer, must be approved in writing by Buyer before it is made public.

The parties shall, in the course of the Contract, pay utmost attention to prevent the occurrence of any situation that could impair the good reputation of the other party's as a company, its representatives, trademarks and products.

## ARTICLE 11 – CRISIS MANAGEMENT

The parties shall implement the requirements described in the Danone Crisis Management Guidelines set out as Appendix 1 to the GTCP.

## ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS

Buyer shall be the sole and exclusive owner of the Specifications

and any IPR that Buyer provides to Supplier to produce the Products or to develop products for Buyer.

Buyer shall be the sole and exclusive owner of all improvements, revision or modifications of Specifications and Buyer's IPR made by Buyer and/or Supplier ("Improvements"). To the extent necessary for the exploitation of any Improvement, Supplier will grant Buyer a non-exclusive, irrevocable, perpetual, worldwide, fully-paid license, with right to sub-license of Suppliers pre-existing IP.

Supplier shall not use Buyer's or any Affiliate of Buyer's IPR, including Buyer's or any Affiliate of Buyer's name and/or any of any intellectual property right pertaining to Buyer or any Affiliate of Buyer, or Buyer's or any Affiliate of Buyer's products, in any internal or external publication or any advertisement, material or otherwise without Buyer's prior written consent.

Supplier shall indemnify Buyer and hold Buyer harmless from and against all claims and lawsuits for infringement of IPR or based on unfair competition that result from the possession or use of the Products by Buyer.

## ARTICLE 13 – COMPLIANCE WITH LAWS

Each party shall comply with all relevant laws, rules, regulations and ordinances applicable to its performance under the Contract.

## ARTICLE 14 – SUSTAINABILITY PRINCIPLES

The Danone "Sustainability Principles" are attached as Appendix 2 and include:

- The Fundamental Social Principles;
- The Fundamental Environmental Principles;
- The Business Ethics Principles; and
- The Danone Code of Conduct for Business Partners.

Supplier guarantees that principles set forth under the Danone Code of Conduct for Business Partners, the Fundamental Social Principles and the Business Ethics Principles are already in place within its own organization. It shall, and shall ensure that its employees, agents, suppliers and sub-contractors shall, respect the said principles throughout all stages of production and during the commercial relationship.

Supplier shall strive to continuously work on the implementation of the principles laid down in the Fundamental Environmental Principles document.

To allow Supplier to better follow up the implementation of the Sustainability Principles within its organization and to allow Buyer to have access to up-to-date information about this implementation, Supplier has registered and shall maintain registration of all of its production and warehousing sites that are involved in the supply of Products under the Contract on Sedex platform and Supplier further represents that it has completed Sedex's assessment using Sedex's standard form.

If any Sustainability Principle is found to be breached, then the parties shall meet at Buyer's first request to discuss the reasons leading to the breach. The parties shall then agree, and Supplier shall subsequently implement, corrective actions with an appropriate time schedule to cure the breach. If the corrective actions are not implemented to Buyer's satisfaction in accordance with the agreed time schedule or if the breach by Supplier of any of the Sustainability Principles recurs, then Buyer shall be entitled to terminate the Contract in whole or in part, at no cost to Buyer and without prejudice to Buyer's other rights under applicable laws or under the Contract.

Supplier agrees to disclose to Buyer any breach of the Danone Code of Conduct for Business Partners by anyone, as soon as it has knowledge thereof. To this end, Supplier shall either inform its usual Buyer contact directly or use Danone confidential dedicated platform at [www.danoneethicsline.com](http://www.danoneethicsline.com).

## ARTICLE 15 – AUDITS

The parties agree that Buyer or its authorized representatives shall have the right to continuously monitor the permanent compliance of Supplier with the principles and warranties set forth in the Contract, including but not limited to the warranties set forth under article 8, compliance with laws in accordance with article 13 and adherence to Sustainability Principles as set forth under article 14. For this purpose, Buyer or its authorized representatives shall – subject to reasonable notice – have free access to audit at any time the manufacturing and warehousing sites of Supplier, including the

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premises, plants, company records, employees, and the complete process of production.

## ARTICLE 16 – INDEMNITY AND LIABILITY

Supplier shall indemnify Buyer and each Affiliate of Buyer and hold each of them harmless from and against all claims, actions, liabilities and demands (including any claim, action, liability or demand by or of any Affiliate of Buyer or third party) and any and all losses, costs, damages, charges or expenses including legal expenses) incurred by Buyer or its Affiliates arising out of, or in connection with the Contract and/or the Products (together with any related services), including Supplier's breach of any provision of the Contract and Supplier's negligence, regardless of whether the Products have been (further) processed or used in end products.

Supplier shall be liable for all types of damage or loss suffered by Buyer or any Affiliate of Buyer as a result of any breach or non-performance by Supplier or any of its subcontractors of Supplier's obligations under the Contract.

Supplier shall be liable for any damage caused by its personnel or the personnel of its sub-contractors or by its material or equipment at Buyer's or any Affiliate of Buyer's premises, whether such damage is suffered by Buyer, an Affiliate of Buyer or by a third party present on the site.

## ARTICLE 17 – INSURANCE

Supplier shall take out and maintain, throughout the term of the Contract and until at least six months following the expiry of the shelf life of the last Product delivered to Buyer under the Contract, an adequate insurance policy with a first-ranking insurance company of international standing to cover any and all liability arising from Supplier's acts or omissions in connection with the Contract including coverage for the country in which the Product is delivered, including public and product liability, covering damages of any kind or injury to persons, tangible and non-tangible assets and recall costs.

Supplier shall on request provide Buyer with copies of its insurance certificate(s).

## ARTICLE 18 – FORCE MAJEURE

Neither party shall be responsible for a failure to perform its obligations under the Contract if such failure is due to a force majeure event, being an event for which the party is not at fault and for which it is not accountable for by virtue of law, a legal act or generally accepted principles, with the understanding that transport problems, illness, strikes, raw materials shortage, breach of contract by third parties contracted by Supplier or a stagnation in Supplier's business shall not be considered force majeure events. Buyer is entitled to terminate the Contract at no cost if a force majeure event continues or is likely to continue beyond thirty (30) days. Supplier shall provide Buyer with immediate notice if a force majeure event will impact the availability of the Products and/or Supplier's ability to fulfil its obligations under the Contract.

## ARTICLE 19 – TERM & TERMINATION

The GTCP are valid for an indefinite term. Buyer may terminate the GTCP at will on ninety (90) days' written notice without any liability towards Supplier as a result of such termination. Buyer shall be entitled to cancel any Purchase Order and/or to terminate the Contract in whole or part, at no cost to Buyer and without prejudice to any right or remedy available under applicable law or the Contract, if Supplier commits a material breach which breach is irremediable or, if such breach is remediable, Supplier fails to remedy that breach within a period of 30 days after being notified in writing to do so.

Either party may immediately terminate the Contract in whole or in part if the other party is or will be wound up and/or in the event that the other party is the subject of a (filing for) bankruptcy or of a (n) (application for) suspension of payments or of any equivalent of the aforementioned procedures under the applicable law. Buyer may also terminate the Contract in case of a change of control of Supplier that in Buyer's opinion may affect Buyer's legal, financial

and/or business interests.

## ARTICLE 20 – APPLICABLE LAW - JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law and the court of Amsterdam, the Netherlands shall have exclusive jurisdiction over it. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) is excluded.

## ARTICLE 21 – MISCELLANEOUS

The GTCP supersede all previous agreements and understandings between the parties with regard to the subject matter thereof, other than any agreements between Supplier and Buyer or any Affiliate of Buyer regarding confidentiality and intellectual property entered into prior to the date of the GTCP.

Supplier shall not sub-contract, transfer or assign any of its rights or obligations under the Contract without Buyer's prior written consent. Any approved subcontracting, transfer or assignment shall not release Supplier from its obligations under the Contract.

Buyer may assign and/or transfer all or any of its rights or obligations under the Contract to any Affiliate of Buyer and Supplier hereby gives its consent to such assignment and/or transfer.

The Contract may be modified only by way of a written agreement between Buyer and Supplier.

Should any provision of the Contract be held invalid or unenforceable, then the remaining provisions shall remain in full force and effect.

Buyer and Supplier are independent contractors. Nothing in the Contract shall create a partnership, a joint-venture or any legal entity, an agency or an employment contract.

The rights and obligations in Articles 1, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 20 of the GTCP shall survive the termination or expiration of the Contract.

Signed by and on behalf of:

Name:

Title:

Date:

Company name:

## APPENDIX 1: Danone Crisis Management Guidelines

### 1. DEFINING A CRISIS

According to the DANONE Crisis Management guidelines, a crisis situation is defined as follows:

A crisis is a situation characterized by:

- A severe, often unexpected, break in business continuity; and/or
- A high degree of uncertainty concerning the course of events; and/or
- The risk that media and/or authorities will be involved.

A crisis represents a threat to:

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- People (DANONE's consumers, local communities, DANONE's employees and its third parties); and/or
- The environment and/or
- DANONE business (financial situation, key activities, reputation of the relevant DANONE company, a part of this relevant DANONE company or a brand);

A crisis is likely to trigger an immediate response and co-ordinated actions from the business teams, in an emergency setting. Communication is therefore vital.

## 2. ESCALATION PROCESS

If the situation meets one of the following escalation criteria, the Contracting Party shall notify DANONE immediately and no later than 4 hours following the occurrence of the event.

### Escalation criteria:

Does the situation?

- represent a threat to people (consumers, Danone employees..) and/or to Danone business and/or to the environment?
- cause or create the risk of a severe break in continuity for Danone?
- raise uncertainty as to the course of events for Danone?
- represent a complex or critical or unusual difficulty for Danone?
- involve high stakes (impact on Danone's business/reputation)?
- require a rapid response and an ad-hoc action plan for Danone?
- involve many stakeholders (consumers, authorities, media, etc.)?

## 3. COMMUNICATION WITH EXTERNAL PARTIES

The Contracting Party, and particularly in case of "crisis", shall not make any public statement, communication or press release, including social media, relating to the "crisis", to the Contract or its relationship with DANONE, its products or services provided to DANONE without DANONE's prior written consent before it is made public.

## APPENDIX 2: DANONE Sustainability Principles

### FUNDAMENTAL SOCIAL PRINCIPLES

The 7 social principles below refer to the international labour standards defined by the International Labour Organisation:

#### 1 Child labour:

The company does not employ children aged under 15. If the law sets a higher minimum working age or compulsory schooling is to a higher age, it is this limit that applies. Educational programs and training are not included in this limitation.

#### 2 Forced labour:

The company does not use forced or compulsory labour, meaning any work or service performed under threat or that is not consented to by the person concerned.

#### 3 Discrimination:

With due regard for applicable law, the company refuses to engage in any discriminatory practices.

Discrimination means any distinction, exclusion or preference limiting equality of opportunity or treatment. It may be based on race, color, sex, sexual orientation, religion, political opinion, age, nationality, family obligations or other considerations.

#### 4 Freedom of association and right to collective bargaining:

The company recognizes and respects employees' freedom of association and their right to freely choose their representatives. The company also recognizes employees' right to collective bargaining.

The company ensures that employee representatives do not suffer any discrimination.

#### 5 Health care and safety at work:

The company ensures that the workplace and its environment do not endanger the physical integrity or health of employees. Action to reduce the causes of accidents and improve working conditions is the object of ongoing programs. Sanitary equipment, canteens and housing provided to employees are built and maintained in accordance with applicable legal

requirements.

As a minimum, the company must provide employees with drinking water, clean toilets in adequate numbers, adequate ventilation, emergency exits, proper lighting and access to medical treatment.

#### 6 Working hours:

The company must ensure that national applicable legal restrictions on working hours, including overtime, are complied with.

Employees have at least one day off each week, apart from exceptional circumstances and for a limited period.

#### 7 Pay:

The company ensures that:

- No wage is lower than the applicable legal minimum
- All employees receive a pay slip
- Employees receive a decent wage relative to the country
- Wage rates for overtime are in all cases higher than for normal hour

## FUNDAMENTAL ENVIRONMENTAL PRINCIPLES

### 1 ● PRESERVATION OF RESOURCES

#### PRODUCTION

The company shall work on minimising the consumption of energy coming from all the sources.

It will develop the use of renewable energy.

#### PACKAGING

The company shall work on minimising product's packaging for optimising the product service (Eco-conception). To do so, the company shall privilege the recycled raw materials, contribute to developing recycling and recycling fields.

#### LOGISTICS

The company shall optimise transportation to reduce fuel consumption.

#### WATER

The company shall minimise the water consumption.

### 2 ● CHEMICALS

The company shall reduce the use of chemicals and fertilisers and exclude the use of chemicals and fertilisers which are hazardous to the health of consumers.

### 3 ● CLIMATE CHANGE & GREENHOUSE GASES EMISSIONS

The company shall work at measuring direct and indirect greenhouse gases emissions of its different activities.

The company shall work at minimising its overall greenhouse gases emissions.

### 4 ● ENVIRONMENTAL MANAGEMENT

The company shall work at measuring and controlling its environmental risks.

The company shall work at measuring its transported, imported and hazardous wastes according to the Basel Convention.

The company shall aim to put in place the environmental management system recognised by national/international authorities.

### 5 ● ANIMAL TESTING

Suppliers who provide either milk or meat to Danone should incorporate measures to protect the welfare of their livestock. Animal testing should not be performed if another scientifically satisfactory method of obtaining the result sought, not entailing the use of an animal, is reasonably and practically available.

## BUSINESS ETHICS PRINCIPLES

The highest standards of ethical, moral and lawful conduct are expected from our suppliers. In particular, we expect our suppliers, their agents and their contractors, to be familiar with and comply with all legal and contractual obligations relating to their business activities, and we will not accept any conduct (including by

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omission) that is unlawful or that violates such obligations. Further, we prohibit the offer or receipt of gifts, hospitality or expenses whenever such arrangements could affect the outcome of business transactions and are not reasonable.

## DANONE CODE OF CONDUCT FOR BUSINESS PARTNERS

### Clause 1: Scope and objective

1.1 Danone aims to form fair and ethical relationships with our Business Partners, including suppliers, distributors and all other Third Parties, collectively known for the purposes of this document as "Business Partners".

1.2 This Code applies to all Danone Business Partners.

1.3 This Code defines our ethical conduct expectations of our Business Partners. We are committed to treating these parties fairly and ethically, as set out in our Code of Business Conduct.

1.4 Acceptance and adherence to this Code (or provision of equivalent principles) is mandatory for all Business Partners.

1.5 Acceptance and adherence to this Code is understood to be confirmed by the Business Partner's agreement to undertake business with Danone (unless equivalent principles have been provided).

### Clause 2: Business Partner selection process and conflicts of interest

2.1 Danone reserves the right to conduct integrity screening on our Business Partners, as part of its selection process.

2.2 Business Partners are required to declare any potential conflict of interest prior to the start of the selection process.

### Clause 3: Anti-bribery and corruption, money laundering, competition law and international trade sanctions

3.1 Business Partners shall abide by all applicable anti-corruption, money laundering and competition laws.

3.2 Business Partners shall not engage in any form of bribery or corruption in order to obtain an unfair or improper advantage, whether actual or perceived.

3.3 Business Partners shall not participate in activities which could be seen as impeding competition.

3.4 Business Partners shall not have dealings with restricted parties and shall comply with all applicable international trade sanctions laws.

### Clause 4: Gifts and hospitality

4.1 Business Partners are prohibited from offering gifts or hospitality above a nominal value to Danone employees, Danone customers or other relevant stakeholders (such as government officials) when working on behalf of Danone. Any gifts offered must be of a purely nominal value and must not be intended (or able to be perceived as such) to influence a business decision. Hospitality offered must be linked to business purposes, must be of an appropriate value and must not be intended (or able to be perceived as such) to influence a business decision. No gifts or hospitality may be offered during tender or contractual negotiations.

### Clause 5: Human rights

5.1 Business Partners are expected to protect and promote the human rights of their employees. We expect them to be fair employers and to respect international labor standards, including the core conventions of the International Labor Organization and legislation prohibiting slavery and human trafficking.

### Clause 6: Health, safety and the environment

6.1 Business Partners are required to abide by all applicable laws relating to health, safety and the environment in their work for Danone. We expect them to ensure that adequate measures are put in place to protect the health and safety of their employees, and to mitigate the environmental impact of their business operations as far as possible.

### Clause 7: Audit

7.1 Danone reserves the right to confirm Business Partner adherence to the principles set out in this Code of Conduct via on-site or desktop audits. If on-site audits are required the Business Partner will be given sufficient warning and the audit will not unnecessarily disrupt their operations.

### Clause 8: Raising a concern

8.1 Should you have any concerns regarding this Code of Conduct or its application please speak directly to your contact at Danone. If for any reason you would prefer to report a concern confidentially through another channel we also have a dedicated reporting tool available called DANONE ETHICS LINE ([www.danoneethicsline.com](http://www.danoneethicsline.com)).

This tool can also be used anonymously if needed.

8.2 Anyone who reports a genuine concern in good faith must not be retaliated against. All cases will be appropriately investigated and where breaches are found appropriate actions will be taken.