|  |  |  |
| --- | --- | --- |
| **GENERAL PURCHASE CONDITIONS FOR THE DELIVERY OF GOODS (EXCEPT INGREDIENTS AND PACKAGING), SERVICES AND WORKS.**  C:\Users\vhauwan\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\1A4O67NC\Alpro header nieuw (2).jpg  ***Article 1 - General***  These general purchase conditions (hereafter “GPC”) shall apply to every order originating from Alpro UK LTD or from one of its affiliated companies (hereafter jointly referred to as the “Buyer”), as well as to every agreement concluded between the Buyer and the supplier (hereafter referred to as the “Supplier”), for the delivery of goods, services and/or works (hereafter referred to as the “Agreement”).  These conditions are the only conditions upon which the Buyer is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.  The requirements, specifications, instructions, rules concerning health, safety, well-being and environment and other applicable policies notified to the Supplier by the Buyer are hereby incorporated into the Agreement.  The Supplier hereby declares that it acknowledges and accepts the GPC and accepts that the GPC are hereby incorporated into the Agreement. **Article 2 – Prices** The Supplier is bound by the prices set forth in its price list and/or tenders and the prices may only be modified subject to the written approval of the Buyer. Unless otherwise agreed, prices are in EUR, excl. VAT and include all costs relating to the performance of the Agreement by the Supplier. **Article 3 – Deliveries and obligations of the Supplier** Every delivery takes place at the risk of the Supplier at the registered office of the Buyer or at the delivery address specified by the Buyer, and always during the normal working days and opening hours of the Buyer.  Time for delivery of goods, services and/or works shall be of the essence of the Agreement. In case of non timely delivery of performance, article 10 shall apply.  The Supplier declares that it is aware of the fact that the Buyer is active in the field of foodstuffs production. The Supplier will itself verify in each case whether the goods, services and/or works are destined to be used for the production of foodstuffs and/or to come directly or indirectly into contact with foodstuffs.  The Supplier guarantees that the delivery of the goods, services and works shall take place in compliance with the provisions of the Agreement, according to best industry practice in operation at the time, in compliance with all applicable legislation, all with respect to quality, labour, safety, health, environment and, if applicable, in compliance with the legal provisions for foodstuffs and food hygiene, etc. at the place of delivery.  The Supplier guarantees that the goods, services and works shall be complete; of good quality; free from defects, third party rights; and free from errors in design, material, production or finishing; and suitable for the purpose for which they are  intended.  The Supplier guarantees that the services and works shall be carried out by experienced, skilled and professional personnel. The Supplier will replace unprofessional, unskilled or inexperienced personnel upon the request of the Buyer.    The Supplier shall only perform changes and/or supplementary deliveries if the Supplier has communicated to the Buyer in advance in writing the possible related cost and if the Buyer has given an advance written instruction for these changes and/or supplementary deliveries.  The Supplier acknowledges having read the Sustainability Principles of Alpro and undertakes to comply with the Sustainability Principles of Alpro.  ***Article 4 – Provisions concerning the delivery of goods***  ***4.1 Delivery***  The deliveries of goods, including the possible packaging, identification, shipment and transport, shall take place in accordance with the Incoterms 2010 Delivery Duty Paid at the risk of the Supplier, unless expressly otherwise agreed.  All deliveries must be accompanied by the required delivery documents (including the required manuals, certificates, time tables and transport documents).  Any damage incurred up to and including to the moment of receipt of the goods at the place of delivery, shall be at the expense of the Supplier. | .  ***4.2 Packaging***  The goods must always be properly packaged and the necessary precautionary measures must be taken with a view to their best possible protection. The Supplier guarantees that the packaging of the goods shall conform with all legal provisions, have the lowest environmental impact as possible, and be safe for the use and handling thereof by the personnel of the Buyer**Article 5 – Acceptance of the delivery** Taking delivery of the goods, services or works by the Buyer at the place of the delivery implies only the receipt, but by no means the acceptance of the goods, services or works.  In respect of goods, services and works, “acceptance” means, approval by competent personnel of the Buyer following inspection.  ***Article 6 – Transfer of risk and ownership***  For the delivery of goods, the transfer of ownership takes place at the time of delivery and the transfer of risk at the time of acceptance of the delivery, unless expressly agreed otherwise.  For works, the transfer of risk and ownership takes place upon acceptance or, in the absence thereof, upon delivery, unless expressly agreed otherwise. The transfer of ownership of the material used during the works takes place at the time of the delivery or the incorporation of the material involved. **Article 7 – Warranties and defects** The Supplier is liable for visible and hidden defects and the Buyer is entitled to formulate complaints (i) due to visible defects up to two (2) weeks after the date of the delivery and (ii) due to hidden defects up to four (4) weeks after the discovery of the hidden defect.  If the goods, services or works are incomplete, demonstrate errors or defects or are not in conformity, the Supplier shall, at the Buyer's option, repair, replace or perform again the goods, services or works at its own expense and risk.  Unless otherwise agreed, with regard to the delivery of goods the Supplier agrees to a warranty period of 24 months for the delivery of goods, starting as of the date of delivery or acceptance. The warranty consists in the obligation of the Supplier to repair or replace the goods within an agreed upon period of time, at its own expense.  ***Article 8 – Subcontracting***  Unless with the prior written approval of the Buyer, the Supplier shall not have the right to wholly or partially transfer or subcontract the execution of the Agreement, , it being understood that the Supplier remains fully liable to the Buyer for all acts and/or omissions of its subcontractors.  ***Article 9 – Liability***  The Supplier shall be liable to the Buyer for all direct, indirect, material and immaterial damage, including consequential damage, caused during or as a result of the execution of the Agreement.  The Supplier shall comply with the conditions of the Agreement and with all applicable laws, regulations or other legal requirements concerning the manufacture, packaging, delivery or supply of the goods, services and/or works.  The Supplier shall keep the Buyer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and the like loss), damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with any breach by the Supplier of paragraph 2 of Article 9.  The Supplier shall indemnify and hold the Buyer harmless from all claims of third parties on the basis of non-conformity of the delivered goods, services and works and resulting from defaults of the Supplier, its employees or subcontractors in the course of the execution of the Agreement. | **Article 10 – Non-performance of the Supplier** If the Supplier does not comply with one or more of its obligations and fails to remedy or end these breaches after receipt of a written letter of notice requesting to remedy or end such breach, the Buyer reserves itself the right, by means of a written notification, without the need for a court intervention and without prejudice to any other remedy to which the Buyer is entitled under applicable law, to:  (i) claim compensation from the Supplier, and/or  (ii) claim the performance of the Agreement by the Supplier; and/or  (iii) wholly or partially terminate the Agreement with immediate effect; and/or  (iv) wholly or partially suspend the  Agreement; and/or  (v) at the expense and risk of the Supplier, substitute itself or a third party for the performance of the obligations of the Supplier in order to prevent and/or mitigate possible loss, subject to a prior written notification of the related costs to the Supplier.  ***Article 11 – Termination of the agreement***  The Buyer is entitled to terminate the Agreement with immediate effect by means of a written notification, without the need for a court intervention and without prejudice to any other remedy to which the Buyer is entitled under applicable law, when:   1. the Supplier is bankrupt, ceases its payments, declares bankruptcy, is declared bankrupt or initiates a liquidation or similar procedure; 2. the Supplier has committed repeated or serious breaches of its obligations; 3. the control of the Supplier changes.  **Article 12 – Confidentiality** All information exchanged between the Buyer and the Supplier must be treated confidentially and may not be disclosed to third parties, unless with the prior written approval of the other party or unless. such information is required to be disclosed by any applicable law or regulation or by any governmental or administrative authority or by an order of any court of competent jurisdiction.**Article 13 – Invoicing and payment** The invoices must be sent by the Supplier in a single (1) copy to the attention of the Accounting Department of the Buyer, unless expressly agreed otherwise. The invoice must contain all information which the Buyer has requested be included.  Failure to include the information required under paragraph 1 of Article 13 (including but not limited to the SAP article number, the order form number, the lot code, etc.), shall entitle the Buyer to suspend payment of the invoice and to send it back to the Supplier for rectification.  Unless expressly agreed otherwise and in so far as the Supplier has fulfilled all of its contractual obligations, the invoices shall be payable within a period of 90 calendar days end of month plus two days of receipt of the invoice.  Late payment can only give rise to contractual interest or compensations being due provided that the Supplier has formally notified the Buyer hereof by means of a registered letter with acknowledgement of receipt.  The complete or partial payment by the Buyer shall under no circumstances be regarded as an acceptance of the goods, services or works. **Article 14 – Insurance**  The Supplier must maintain in force such policy or policies as the Buyer shall reasonably require in connection with the supply of goods, works and services under the Agreement. Such insurance shall in any event be no less than the minimum required by law.  ***Article 15 – Divisibility***  The possible voidness, invalidity or unenforceability of one or more provisions of these GPC shall not affect the applicability, validity and enforceability of any other clauses. **Article 16 – Applicable law and competent court** The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts. |