



Purchase Order

Purchase Order No.

4505186419

Purchase Order Date

Apr 28, 2025

Vendor Address	Ship To Address	Bill To Address	Important Information	
Vendor Code: 0020165581 MARKET XCEL DATA MATRIX PVT LTD OKHLA INDUSTRIAL ESTATE PHASE 3 GROUND FLOOR, 17, EAST OF KAILASH NEW DELHI NEW DELHI, 110020 Supplying State: 07 Delhi India Tel: 011-42343500 Fax: 011-41325150 GSTIN No.: 07AAECM5086D1ZI PAN No.: AAECM5086D	NUTRICIA INTERNATIONAL PVT LTD Building A, unit no. 304, 3rd Floor, Agastya Corporate Park, Kamani Junction, L.B.S. Marg, Mumbai 400070 Place of Supply: 27 Maharashtra India Tel: 0 Fax: 0 GSTIN No.: 27AAECG2698H2Z9	NUTRICIA INTERNATIONAL PVT LTD Building A, unit no. 304, 3rd Floor, Agastya Corporate Park, Kamani Junction, L.B.S. Marg, Mumbai 400070 Place of Supply: 27 Maharashtra India Contact Person: Sanket SALVI Email: sanket.salvi@external.danone.com GSTIN No.: 27AAECG2698H2Z9 Payment Terms: Payable within 30 days from delivery doc date	# Date of Mfg., Date of expiry & Batch No. (wherever applicable) must be printed on each individual packing. # Supplies against the order should not exceed the order quantity. # All tax related documents including e-way bill must accompany the consignment. # COA must accompany all supplies wherever applicable. # Purchase Order Number must be printed on Invoice. # Purchase Order copy must accompany all supplies. # Tax invoice should be GST compliant. # Any loss of tax credit to Nutricia due to Vendor non-compliance of GST law would be recovered from vendor along with interest penalty. # Invoice In Favour of :M/S NUTRICIA INTERNATIONAL PRIVATE LIMITED	Please send all Invoice to the following address: Nutricia International Private Ltd. Building A, Unit 304, 3rd Floor, Agastya Corporate Park, Kamani Junction, LBS Marg, Opp. fire brigade, Kurla (W), Mumbai City MH 400070 IN

Purchase Order Text

Dear Sir / Madam

With above said reference, we are pleased to place this Purchase Order as per the details given below:

General terms and conditions of purchase are printed on this document or attached to this order shall be applicable. We are not bound by this purchase order until we receive your acknowledgement.

This is computer generated document and no signature is required.

S.No.	Material/Service Code as per SAP	Description of Goods/ Services	HSN (Goods)/ SAC (Services)	UOM	Quantity	Price per unit (INR)	Total Amount (base price)	CGST		SGST/UTGST		IGST		Total Amount (incl. tax)
								%	Amount	%	Amount	%	Amount	
1	3000060	Tiger audits April & May 2025	998361	AU	475,333.33	1	475,333.33					18.00	85560.00	560893.33
Delivery Schedule 1.000 AU ON 30.05.2025														
2	3000060	Tiger audits April & May 2025	998361	AU	475,333.33	1	475,333.33					18.00	85560.00	560893.33
Delivery Schedule 1.000 AU ON 30.05.2025														



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Delivery Schedule 1.000 AU ON 30.05.2025														
GRAND TOTAL							INR 1,425,999.9	0.00		0.00		256680.00	1682679.99	
Total Invoice value (in words) SIXTEEN LAKH EIGHTY TWO THOUSAND SIX HUNDRED SEVENTY NINE Rupees NINETY NINE Paise														
<i>Tax is not applicable on reverse charge.</i>														

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 Groupe or Supplier, where “control” shall mean the ownership of more than 50 % of the share capital or of the voting rights of the Supplier or entity concerned;

“Buyer/Client/ Danone”: Nutricia International Private Limited, any Affiliate of Danone Groupe or any entity where Danone Groupe holds part of the share capital or of the voting right and placing a Purchase Order;

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

“Data Protection Laws”: means applicable law with respect to any Personal Data in respect of which Buyer is subject to any other Data Protection Laws;

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

“Innovation Projects”: means any transformation in technologies, processes, sourcing regions, formulae or varieties for a Product reference that impacts such Product’s logistic and transformation costs, process at Buyer’s factories and/or application to, or use in, Buyer’s finished products;

“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, goods, raw material or packaging material, Services including packaging and associated documents and services, which Supplier shall supply to Buyer pursuant to the GTCP and/or any Purchase Order;

“Services” shall mean all services and associated products and deliverables, if any, provided by Supplier to Buyer

“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, Supplier 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.

Supplier acknowledges that it is appointed by Danone as supplier of the Products on a non-exclusive basis. Accordingly, Buyer may, at any time, procure any Products from any third party.

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 3A – PERSONNEL OF SUPPLIER

Supplier is fully responsible of the personnel performing the Services, whether hired or employed, and warrants that such personnel have all the qualifications, skills and experience that are necessary to perform the Services in accordance with the terms of the Contract.

Supplier’s personnel performing the Services remain in all circumstances under Supplier’s responsibility, subordination and hierarchical supervision. Supplier assumes all employer-related social and fiscal responsibilities for its paid personnel and shall exercise all management prerogatives over such personnel (rating, promotion, discipline, etc.).

The personnel may only be replaced after explicit written approval of Client, except for unexpected and unforeseen circumstances in which Supplier can only temporarily replace the personnel, provided that Client is promptly informed in writing.

Client is entitled to demand, and Supplier shall comply on first demand, that Supplier replaces personnel performing (any part of) the Services, in the event that Client indicates that this is necessary or desirable for proper performance, and this shall not entail any additional costs for Client.

Supplier shall ensure that all personnel delivering goods or performing Services to Client shall fully comply with all applicable company rules and security procedures at the premises where the goods are delivered or the services are performed.

Supplier shall not subcontract all or part of its obligations under the Contract without Client’s prior written consent, and any case: (1)

Supplier shall remain primarily liable to Client for the performance by

any subcontractor of its obligations under the Contract; (2) Supplier shall be solely responsible for payment of any sum due to its subcontractor; and (3) Supplier shall be responsible for compliance with all applicable laws and regulations pertaining to the involvement of such subcontractor in the performance of the Contract.

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 or email communication, 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

GENERAL TERMS AND CONDITIONS OF PURCHASE

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 – SERVICE LEVEL AGREEMENT

Buyer and Supplier agree to carry out, on a regular basis, a global review of the performance of the Contract, taking into consideration its qualitative and quantitative aspects. The key performance indicators (KPIs) to monitor and the performance rate required from the Supplier will be determined in a Service Level Agreement or such other document to be mutually agreed between Buyer and Supplier. Performance rate reviews will be organized on a regular basis, as agreed between the Parties.

ARTICLE 7 – BUSINESS CONTINUITY PLAN

Supplier shall have a business continuity plan in place to cover any unexpected event that might prevent Supplier from fulfilling its obligations towards the Buyer and particularly its ability to supply the Products to Buyer. The business continuity plan, to be mutually agreed between Buyer and Supplier, shall apply in the event that a facility no longer has (or in the near future is expected not to have) the capacity to supply the required Products to Buyer. Supplier guarantees that when the business continuity plan is activated, Supplier shall be able to meet the Purchase Orders placed by the Buyer, and make every effort to secure supply and service levels on subsequent Purchase Orders placed by the Buyer in line with the business continuity plan. For the avoidance of doubt, all costs (especially transformation and transportation costs) associated with the activation of the business continuity plan shall be for Supplier's account and shall not result in any increase to the price payable by the Buyer.

ARTICLE 8 – 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 CIF basis (Incoterms ICC 2010) - delivery location specified in the Purchase Order.

ARTICLE 9 – 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 10 – PRODUCTIVITY & COMPETITIVENESS

Supplier shall use its best efforts to constantly improve its productivity. To this end, Supplier shall regularly propose cost reduction measures to Buyer, as well as ideas or projects whose implementation may lead to production costs reduction without quality losses.

The Parties shall review Supplier's productivity on an annual basis and may agree on an annual action plan with a view to significantly reduce production costs throughout the Term of the Contract. Parties shall actively work together in good faith, through the productivity team and otherwise, to identify, develop, explore, implement, and track manufacturing or supply chain cost savings with a view to reducing costs by at least 5% versus the last year spend per year (based on similar volume). Supplier agrees to use commercially reasonable efforts to implement any recommendations on productivity to reduce costs as soon as reasonably possible. Supplier undertakes, throughout the Term of the Contract, to maintain its competitiveness regarding the following combined criteria: price / production capacity / technology and/or quality, as compared to the market.

In addition, Buyer may initiate a benchmark relating to the Products during the execution of the Contract on the territories concerned by the Purchase Orders. Should Buyer receive a more competitive price offer (by minimum five per cent) from a third party for the Product portfolio and for similar commercial conditions, Buyer shall inform Supplier of the price gap, without revealing the identity of the third party, and provided this third party cannot be identified. Supplier shall then notify to Buyer within a month from the communication of the third party offer whether it will submit a revised offer. If Buyer receives competitive prices from two or more third parties (at a similar level of competitiveness), Supplier shall submit a revised offer that shall not exceed the more competitive price received by Buyer by more than 2.5 %. If Buyer receives only one competitive offer from a third party, Supplier shall submit a revised offer that reduces the gap between the third party's offer and the then applicable price of the Products by more than 50%. If Supplier does not submit a revised offer that meet the requirements as outlined above, or if Supplier does not submit any revised offer, Buyer can withdraw the Products concerned from its product portfolio and stop ordering such Products from Supplier, subject to 3 months' prior notice. If Buyer accepts the revised offer submitted by Supplier, the Parties shall meet at short notice to amend the Contract accordingly.

ARTICLE 11 – 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 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 12 – 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.

However, as an exception to the preceding paragraph, the existence of the Contract, the Product, Supplier's manufacturing sites, and Product's country of origin may be disclosed by either party to third parties, subject to prior information to the other party, for the sole purpose of traceability, reporting, registration and legal compliance obligations.

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

GENERAL TERMS AND CONDITIONS OF PURCHASE

party including all electronic data.

ARTICLE 13 – PUBLIC ANNOUNCEMENTS

Neither party shall make public statements, declarations, advertising, press release or any other divulcation 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 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 Supplier, its representatives, trademarks and products.

ARTICLE 14 – CRISIS MANAGEMENT

The parties shall implement the requirements described in the Danone Crisis Management Guidelines set out as Annexure II to the Purchase Contract.

ARTICLE 15 – 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 16 – INNOVATION

Supplier shall develop a strategic approach to the Products' sourcing that will allow to have the best sourcing solutions in the long term through Innovation Projects. Accordingly, Supplier commits to submit every year before budget time a list of Innovation Projects to Buyer, allowing to add up competitiveness on the Products every year. In addition, and to the extent permitted by law, Supplier agrees to grant Buyer with "First Right of Refusal" on any Innovation Project it may develop in accordance thereof. For this purpose, Supplier shall

notify Buyer in writing prior to disclosing the Innovation Project to any third party. Should Buyer's interest be positive to move forward with the Innovation Project, Buyer should confirm such interest to Supplier within three (3) months from Supplier's notification.

If (i) Buyer does not confirm its interest in accordance with the above, or if (ii) Buyer indicates that it is not interested in the Innovation Project, Supplier may then propose the Innovation Project at its sole discretion to any third party, as from the expiry of the three months period following Supplier's notification in case (i), or as from Buyer's notification date in case (ii), as applicable.

Should Buyer confirm its interest in accordance with the above, Buyer and Supplier commit to negotiate in good faith the terms and conditions under which the Innovation Project may be implemented between them within six (6) months from Buyer's formal confirmation.

ARTICLE 17 – COMPLIANCE WITH LAWS

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

To the extent that Personal Data may be processed (within the meaning of applicable Data Protection Laws) in relation to the Products or services to be provided under this Contract, the following situations may apply:

(i) Supplier may act as a data controller under the applicable Data Protection Laws. This situation applies if Supplier processes Personal Data on its own behalf and for its own purposes. When processing the personal data as a controller, Supplier guarantees that it will process the personal data in accordance with the applicable data protection law, regulations and guidelines; and/or

(ii) Supplier may act as a data processor under the applicable Data Protection Laws. This situation applies if Supplier and Danone have agreed the terms and conditions under which Supplier will be allowed to process any Personal Data on behalf of Danone, such data processing will be carried out in accordance with the terms of the Data Processing Agreement executed between the parties as an integral part of this Agreement. (Supplier and Danone Affiliate shall further agree any additional specific country or local privacy and data protection requirements).

Non-compliance with the terms of the Data Processing Agreement and/or with applicable Privacy and Data Protection Laws, shall be considered a failure to comply with a material obligation, which entitles Danone to terminate the Contract for cause.

ARTICLE 18 – SUSTAINABILITY PRINCIPLES

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

- The Fundamental Social Principles;
- The Fundamental Environmental Principles; and
- The Ethical Principles.

Supplier guarantees that principles set forth under the Fundamental Social Principles and the Ethical 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 Ethical Principles 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.

ARTICLE 19 – 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 11 herein), compliance with laws (article 17 herein) and adherence to Sustainability Principles (article 18 herein). 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 premises, plants, Supplier records, employees, and the complete process of production.

ARTICLE 20 – 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-

GENERAL TERMS AND CONDITIONS OF PURCHASE

performance by Supplier or any of its sub-contractors 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.

Without prejudice to the above, and notwithstanding any provision to the contrary, in the event Supplier is in breach of any material obligation under the Contract, including Supplier's obligations under clause 6 (Service Level Agreement), clause 12 (Confidentiality), clause 13 (Public announcements), clause 15 (Intellectual Property Rights) and clause 17 (Compliance with Laws), Supplier will be immediately charged a penalty amounting to 10% of the total or maximum price or fee of the Order, without prejudice to any other right or remedy available to Buyer in accordance with the Contract or by law.

ARTICLE 21 – 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 Supplier 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 22 – 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 23 – 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.

Consequences of termination – In case of termination of the GTCP and/or an Purchase Order for any reason whatsoever, Supplier shall, throughout the notice period:

- o Continue to perform the Services in accordance with the Contract and, in particular, at the same pricing conditions which shall remain unchanged until the end of the notice period;
- o Provide Client, in addition to the performance of all Services, all reversibility services, to the extent reasonably required by Client, in order to ensure a smooth and efficient transfer to the new service provider selected by Client;
- o Assist Client and its new service provider, as may be reasonably required by Client, in order to enable the new service provider to properly perform the Services; and
- o Communicate to Client, on a format to be agreed by the Parties, the whole documentation pertaining to the Services that belongs to Client (including, to the extent relevant, user manual, installation and exploitation documents, technical and functional specifications, and deliverables).

ARTICLE 24 – PREFERRED SUPPLIER

Danone Group, being DanTrade and all Danone Affiliates, is appointed by Supplier as its preferred supplier for the supply of Danone Group's products and services to Supplier and Supplier's Affiliates. Accordingly, Supplier and its Affiliates may consider to give DanTrade and all Danone Affiliates (similarly to other potential suppliers, if any), an opportunity to supply (or to tender for the supply of) all products and services of the Danone Group, including Essential & Dairy Based Products, Waters and Beverages, Early Life Nutrition and Advanced Medical Nutrition Products.

ARTICLE 25 – 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 Indian laws and the court of Mumbai, Maharashtra 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 26 – 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.

Any communication or conduct of the Supplier which confirms an agreement of the supply of Products by the Supplier shall constitute an unqualified acceptance by the Supplier of these 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, 11, 12, 13, 14, 15, 17, 18, 19, 20 and 25 of the GTCP shall survive the termination or expiration of the Contract.

The Parties acknowledge that they may use Buyer's electronic signature process to sign the GTCP and agree to be bound by any such electronic signature which they have applied to the GTCP.

The GTCP may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. A counterpart signature page of the GTCP executed by a Party and the execution version of the GTCP transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with legal force and effect. The Parties waive any rights they may have to object to such treatment.

APPENDIX 1: 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 Supplier 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

GENERAL TERMS AND CONDITIONS OF PURCHASE

any work or service performed under threat or that is not consented to by the person concerned.

This refers to the three following Principles:

Every worker should have freedom of movement and freedom to leave employment subject to normal contractual provisions. The ability of workers to move freely should not be restricted by the Company through physical restriction (confinement) abuse, practices such as retention of passports and valuable possessions, threat of reporting illegal workers to the authorities or the menace of any form of penalties.

No worker should pay for a job. Fees and cost associated with recruitment and employment should be paid by the employer, not the employee (Employer Pays Principle).

No worker should be indebted or coerced to work. Workers should work freely, aware of the terms and conditions of their work in advance, and paid regularly as agreed. No worker should be indebted to work as a result of excessive recruitment fees, unauthorized deductions from wages, disciplinary measures, fines or inflated prices for company goods, tools or uniforms.

3 Discrimination:

With due regard for applicable law, the Supplier 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 Supplier recognizes and respects employees' freedom of association and their right to freely choose their representatives.

The Supplier also recognizes employees' right to collective bargaining.

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

5 Health care and safety at work:

The Supplier 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 Supplier 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 Supplier 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 Supplier ensures that:

o No wage is lower than the applicable legal minimum

o All employees receive a pay slip

o Employees receive a decent wage as compared to standard pay

practices in their country

o Wage rates for overtime are in all cases higher than for normal hour

FUNDAMENTAL ENVIRONMENTAL PRINCIPLES

1 ● PRESERVATION OF RESOURCES

PRODUCTION

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

It will develop the use of renewable energy.

PACKAGING

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

LOGISTICS

The Supplier shall optimise transportation to reduce fuel consumption.

WATER

The Supplier shall minimise the water consumption.

2 ● CHEMICALS

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

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

4 ● ENVIRONMENTAL MANAGEMENT

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

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

The Supplier shall aim to put in place the environmental management system recognized 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.

FUNDAMENTAL FOOD SAFETY PRINCIPLES

1. LICENSE TO OPERATE External service Provider /Vendor / Contractor to ensure having valid license to operate, Valid Government provided ID cards of its personnel.

2. COMPETENCY External service provider to ensure that the People on job execution are competent by virtue of their education, training, expertise for the job as per the scope of service.

3. COMPLIANCE supplier to ensure an all-time compliance during execution of the Job to the Danone Nutricia Supply point's Change Procedures, Hygiene permits and their associated requirements. Any identified issues, scope of improvement during the reviews, verification will require associated corrections and preventive measures. Any Issue not addressed during due diligence which could impact the overall Compliance could result in disciplinary actions or termination of the contract /stoppage of service.

4. CARDINAL RULES Before resuming any work at site Service provider /deputed personnel to undergo relevant mandatory and work specific inductions, trainings over Food Safety and ensure all time Compliance to the provided instructions and cardinal rules as laid down:

- No Peanuts, other Nuts (Like walnuts, Almonds, Tree Nuts etc. and products made or containing these)
- Follow entry procedure
- Jewelry policy compliance
- Entry in restricted area is not permitted
- Tobacco Products not permitted
- Compliance to 12 Non-Negotiable/ key GMP standards
- Compliance of CCP /OPRP

5. SPECIFICATIONS Materials such as RM/PM and or used by service provider during Job execution should adhere to the communicated, agreed specifications.

Post completion of work Danone Nutricia SPOC to verify the executed job to ensure the execution as per agreed procedures and up to the mark.

6. TRACEABILITY Certain Jobs /services require thorough expertise and traceability – work on sensitive equipment's, working in sensitive zones, Equipment Calibration etc. these should be sufficed with certificates having proper traceability to the acceptable standards.

ETHICAL PRINCIPLES

Danone expects the Supplier, its agents and its sub-contractors, to be familiar with and comply with all applicable legal and contractual obligations relating to their business activities, including these Ethical Principles.

GENERAL TERMS AND CONDITIONS OF PURCHASE

Supplier selection process and conflicts of interest

The Supplier shall cooperate and provide background information for the purpose of integrity screening as part of the selection and monitoring process. The Supplier shall declare any potential conflict of interest to us prior to the start of the selection process and at any time during the business relationship.

Anti-bribery and corruption, money laundering, competition law and international trade sanctions

The Supplier shall abide by all applicable anti-corruption, money laundering, international trade sanctions, data privacy and competition laws.

The Supplier shall not engage in any form of bribery or corruption to obtain an unfair or improper advantage, whether actual or perceived. The Supplier shall not participate in activities which could prevent competition.

The Supplier shall not have dealings with restricted parties (in accordance with international trade sanctions law)

Gifts and hospitality

The Supplier is 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.

RAISING A CONCERN

Should anyone have any concerns regarding the Sustainability and Ethical Principles or its application please speak directly to your contact at Danone.

If 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). This tool can also be used anonymously. Anyone who genuinely reports a concern shall be protected from retaliation

Annexure II

CRISIS MANAGEMENT DANONE REQUIREMENTS

This document describes the requirements requested by DANONE to be applied in terms of Crisis Management by the Contracting Party.

1. DEFINING CRISIS

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

A crisis is a situation characterized by:

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

A crisis represents a threat to:

- o People (DANONE's consumers, local communities, DANONE's employees and its third parties); and/or
- o The environment and/or
- o 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. CRISIS MANAGEMENT PROCEDURE

2.1 On duty System

DANONE requires the Contracting Party to implement an effective duty system in which Crisis Manager (key contact) or Deputy Crisis Managers are reachable 24 hours a day, seven days a week.

The name, telephone number and email address of the Crisis Manager and the Deputy Crisis Manager should be communicated to DANONE upon their appointment (cf. table below to be filled), and in any event no later than upon execution of the contract, and regularly updated. Any modifications of such details shall be communicated to DANONE within 5 days of such modification.

If the Contracting Party has many supply plants/facilities and/or is operating in many countries, a list of crisis contacts shall be provided to DANONE, with details of the Crisis Manager and Deputy Crisis Manager per country, per plant and/or per facility (as the case may be).

The details of the Contracting Party's Crisis Manager and Deputy Crisis Manager to be shared by the Contracting Party, as and when demanded by DANONE:

2.2 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?

- cause or create the risk of a severe break in continuity?
- raise uncertainty as to the course of events?
- represent a threat to people and/or to the business and/or to the environment?
- represent a complex or critical or unusual difficulty?
- involve high stakes (impact on Danone's business/reputation)?

- require a rapid response and an ad-hoc action plan?
- involve many stakeholders (consumers, authorities, media, etc.)?

The following process must be followed:

- o Reach the DANONE Crisis Manager (see contact details in part 3: KEY POINT OF CONTACT DURING CRISIS AT DANONE) in person by phone (leaving a voice mail not being sufficient) to describe the situation and the risks, and give as much information as possible (date, time, facts, persons involved, immediate actions taken, first impacts for DANONE); and
- o Send an email to the relevant DANONE Crisis Manager summarizing and confirming the call (to be valid, the DANONE Crisis Manager must acknowledge the information); and
- o Inform its DANONE contact, as mentioned in the agreement [NAME OF DANONE CONTACT].

If the third party considers or has reasons to believe there is a food safety issue, it shall immediately before or at least at same time (1) inform DANONE following the above escalation procedure as any other stakeholder including the local authorities, (2) initiate procedures in accordance with the withdrawal/recall procedures for the food/product in question.

2.3 Communication with external parties

The Contracting Party shall not make any public statement, communication or press release relating to the contract or its relationship with DANONE, its products or services.

In particular, in case of "crisis":

- o The Contracting Party shall not make any public statement, communication or press release, without DANONE's prior written consent; and
- o Any public statement or communication or press release relating to the "crisis" or "incident" or more generally the relationship with DANONE, must be approved in writing by DANONE before it is made public.

2.4 Additional requirements

The Contracting Party shall set up a Crisis Management Procedure and should also evaluate risks related to the company and specific to products/services produced/ performed for DANONE and the setting up of preventive measures.

The crisis management procedure describes the crisis organization to be set by the Contracting party, including:

- o A duty procedure with all contact details of persons in charge
- o A crisis management team reachable and that can be mobilized on 24/7;
- o Escalation process of sensitive information from the Contracting Party employees to the crisis management team;
- o Documents to be used in the management of a crisis mentioning escalation to DANONE
- o An updated list of local stakeholders: at least the local authorities and, when relevant, physicians, politicians, Trade associations & lobby groups, Key Opinion Leaders, Unions, etc. who can be

GENERAL TERMS AND CONDITIONS OF PURCHASE

contacted in case of a crisis;

o When relevant, a procedure to be applied in case of withdrawal/
recall;

The Crisis Management Procedure shall be audited regularly (once a
year) by an external auditor.

Traceability exercises and mock recall must be organized regularly
(twice a year). The written reports should be shared with DANONE
within a month following the anniversary of the execution of the
contract.

A crisis simulation exercise which objective is to verify, in case of
crisis, the organization of the team and the use of local procedures
shall be carried out once a year.

3. KEY POINT OF CONTACT DURING CRISIS AT DANONE

In the event of a crisis situation in which DANONE could be involved
or threatened, the Contracting Party should immediately and no later
than 4 hours after the occurrence of the event that constitutes a
crisis, inform the relevant DANONE Crisis Manager.