



Capri Sun GmbH • Rudolf-Wild-Str. 86 – 98 • 69214 Eppelheim • Germany
General Terms and Conditions of Purchase

1. Scope of the General Terms and Conditions of Purchase

1.1 All orders of goods, performances and other services, placed by Capri Sun GmbH (hereinafter "Capri Sun"), are exclusively subject to the following terms and conditions, unless agreed otherwise in an individual case in written form.

1.2 These General Terms and Conditions of Purchase are valid and effective as of 1 September 2024. They are equally valid for future business transactions, even if Capri Sun does not explicitly refer to these terms and conditions.

1.3 In these General Terms and Conditions of Purchase, the respective business partner of CAPRI SUN shall be referred to as "Supplier", notwithstanding the nature of the respective contract and the respective status of the business relationship. CAPRI SUN and the Supplier shall be hereinafter also referred to as, individually, the "Party" and, collectively, the "Parties".

1.4 Any provisions to the contrary, as well as any deviations in the order confirmation of the Supplier will not be deemed acknowledged by CAPRI SUN, but shall only be valid and binding upon CAPRI SUN if they have been explicitly acknowledged by CAPRI SUN in written form.

Notwithstanding the foregoing, the Parties agree that the valid conclusion of a contract shall not fail due to general terms and conditions which contradict each other. Insofar as conflicting general terms and conditions correspond to each other, the conforming provisions shall apply. Moreover, those terms of CAPRI SUN which correspond to non-contradicting terms of the general terms and conditions of the Supplier shall be deemed to have been agreed upon. However, those provisions of the general terms and conditions of the Supplier which do not correspond to the content of the General Terms and Conditions of CAPRI SUN, will be rejected and shall not form part of the agreement. In this and any other cases, the provisions of the German Civil Code (BGB – Bürgerliches Gesetzbuch) shall apply.

1.5 The fulfilment of the order by the Supplier shall be deemed as acceptance of these General Terms and Conditions of Purchase, even if the Supplier has confirmed the order with deviating terms and conditions.

1.6 The General Terms and Conditions of Purchase shall be an integral part of the respective contract and order, it being understood that for the purpose hereof reference to the General Terms and Conditions of Purchase shall include any contracts and/or orders between CAPRI SUN and the Supplier.

2. Order and Contract Conclusion

2.1 CAPRI SUN's orders shall be legally binding only to the extent placed in written form. Verbal orders, changes or amendments to the order shall be binding subject to being confirmed by CAPRI SUN in written form.

2.2 The drawing(s) and technical data sheet(s) on which the Parties have agreed, including tolerance specifications, shall be binding.

2.3 CAPRI SUN shall not be bound by obvious errors, typographical and computational errors in the documentation, which CAPRI SUN has provided. The Supplier is obliged to review the provided documentation and notify CAPRI SUN of such errors, so that the order can be corrected and renewed by CAPRI SUN. This shall also apply to missing documentation.

2.4 If the order is preceded by an inquiry by CAPRI SUN and an individual offer by the Supplier, the Supplier guarantees that the goods and/or services described in the offer correspond exactly to the requested quantity and quality. In case of any deviations, the Supplier must have indicated in the offer any said deviations from the inquiry by providing an explicit written note.

2.5 The Supplier shall be deemed to have accepted these General Terms and Conditions of Purchase either explicitly by a written statement or implicitly by complete or partial fulfilment of the order.

2.6 The Supplier guarantees that the goods and/or services comply with all applicable laws and regulations, the contractual agreements and all specifications of CAPRI SUN and – if applicable – are compliant with the latest state of the art.

3. Special Requirements on Foods and Consumer Goods

3.1 For foods, the Supplier guarantees that the goods comply with all applicable laws and regulations of European food law, in addition to the regulation in Article 2.6.

3.2 Additives permitted by applicable law and substances which are equivalent to such additives according to the EU purity criteria (VO (EG) Nr. 1333/2008 on food additives), regardless of whether they are subject to compulsory labelling or not, may only be contained in the ordered goods, if CAPRI SUN has been previously informed by the Supplier about them and has declared its prior written consent. The receipt of the goods by CAPRI SUN will not be deemed as a declaration of consent.

3.3 For consumer goods, i.e. goods that are intended for use in the production, treatment, placement on the market or consumption of foods, and come into contact with foods or have an impact on them (commodities), the Supplier guarantees compliance with Regulation (EC) 1935/2004 and that only such materials and substances are used in the manufacture of such goods that are appropriately authorized and have been approved in accordance and are physiologically safe according to the assessment of the competent authorities EFSA/BfR.

3.4 If any prohibited substances are revealed during the inspection, the regulations in Articles 8 and 10 shall apply.

3.5 The Supplier guarantees that the delivered goods, their preliminary products and/or technical additives used during the production contain neither genetically modified proteins nor genetically modified DNA, and that this will be checked and proven regularly using scientifically recognised procedures. This shall also apply accordingly to any used additives, allergens and aromas.

3.6 The goods delivered must be clearly labelled in accordance with applicable legal provisions of the European Union. Additives, allergens and aromas will also be included in the labelling.

4. Pricing

4.1 Only the agreed price according to CAPRI SUN's order shall be binding and shall prevail over any Supplier's pricelist or invoice price. Prices include applicable fees, taxes (excluding VAT), duties, levies commissions and other charges, unless otherwise agreed in writing.

4.2 In the event of a subsequent reduction of the agreed price, the Supplier is obliged to issue an invoice or credit note that complies with all legal requirements.

5. Delivery Period

5.1 The agreed delivery/performance periods or delivery/performance dates shall always be binding. Time, whenever mentioned, shall be of the essence for the purposes of these General Terms and Conditions of Purchase, both as regards the dates and periods specifically mentioned and as to any dates and periods as may be amended by agreement in writing between the Parties.

5.2 For goods, the Parties shall agree on a specific delivery date(s).

5.3 For services, performance periods/dates shall run from the date of the order. Alternatively the Parties may agree on a specific performance period(s)/date(s).

5.4 Within the delivery period/on the delivery date, the goods must have been delivered by the Supplier and received at the place of receipt specified by CAPRI SUN.

5.5 Within the performance period / on the performance date, the services must have been provided by the Supplier to CAPRI SUN.

5.6 Without prejudice to Articles 8 and 11, in case of imminent delays in delivery/performance the Supplier shall notify CAPRI SUN without delay and obtain CAPRI SUN's decision about maintaining the order.

5.7 For cross-border deliveries, the Supplier must confirm compliance with the delivery date to CAPRI SUN, in any case, fourteen (14) days prior to expiry of the delivery date.

5.8 If the order does not provide for a final term of delivery/performance, then CAPRI SUN shall be entitled to either claim fulfilment and compensation for damages due to late delivery after setting a maximum grace period of ten (10) days, or claim compensation for damages due to the non-performance and terminate the contract.

5.9 Partial rendering of services and/or deliveries does not terminate the default. In case of defective, incorrect or late delivery, CAPRI SUN will be entitled to obtain replacement services and/or deliveries from a third party supplier and the Supplier shall indemnify and hold harmless CAPRI SUN from and against any costs (including the difference between the agreed price and the higher price paid by CAPRI SUN to a third party supplier) incurred to purchase the goods or to render the services elsewhere. The foregoing shall apply without prejudice to any further damages.

6. Delivery Documents

6.1 Each shipment shall include a duplicate delivery note with gross, tare and net weight. For imports, the required documentation must be provided along with the goods.

6.2 The full order number and the order date must be stated on invoices, delivery notes and in all correspondence.

6.3 If CAPRI SUN requests shipping notifications, these must be delivered by the Supplier to CAPRI SUN prior to the dispatch date of the delivery.

6.4 Where countries of origin or delivery of the goods deviate from the contract or in case of non-timely, incomplete or incorrectly issued documents, CAPRI SUN shall be entitled to refuse acceptance, without prejudice to CAPRI SUN's rights under Articles 8 and 11.

7. Delivery and Transfer of Risk

7.1 All deliveries will be made in accordance with the applicable Incoterms 2020 specified in the respective order and/or pricelist. Risk and ownership shall pass accordingly.

7.2 Any extra costs incurred by the Supplier in order to meet the delivery date, even where unexpected or arising on an urgent basis, shall be borne by the Supplier.

8. Defective / Incorrect / Late Delivery

The Supplier shall indemnify and hold harmless CAPRI SUN from and against any direct and indirect costs, losses, damages, and expenses incurred by CAPRI SUN due to defective, incorrect and/or late delivery. This shall also apply in case of delivery to a third party specified by CAPRI SUN as the recipient.

9. Accident Prevention

9.1 Machineries, systems and other technical devices used by the Supplier in the

production of goods or in the supply of services shall be in compliance with all applicable laws and regulations, including the latest health and safety laws and regulations regarding accident prevention at the workplace.

9.2 For installation works and/or services at CAPRI SUN's site, the Supplier will comply with CAPRI SUN's special factory regulations, in addition to the regulations in Article 9.1.

10. Inspection and Claims for Defects; Product Liability

10.1 The receipt of the goods by CAPRI SUN shall not qualify as acceptance of any defects, known or unknown, including without limitation in case the random check performed within the context of the goods inward inspection did not reveal any defects. Obvious defects shall be notified to the Supplier within two (2) weeks from delivery; latent defects shall be notified within the same term after their discovery. The date of dispatch of the notification shall apply as the reference date for the purposes hereof. CAPRI SUN may issue notifications of defects even where the goods have been processed and sold.

10.2 In case of defective goods, CAPRI SUN shall have the right, at its own discretion, demand cancellation of the order or reduction of the purchase price. As an alternative to the above, CAPRI SUN shall be entitled to require replacement deliveries for the goods objected to, supply itself elsewhere at the Supplier's expense or have the defects remedied at the expense and risk of the Supplier.

10.3 In case of any repair activities or replacement deliveries, a new warranty period will start.

10.4 Compensation for consequential damages and/or from any breach of due diligence obligation remains reserved in any case.

10.5 The Supplier shall indemnify and hold harmless CAPRI SUN and its customers from and against all product liability claims, which are based on the defective products delivered by the Supplier or on its behalf.

10.6 Details provided by the Supplier regarding measurement, weight, quality and usability of the goods will be deemed as guaranteed conditions.

10.7 Claims for defects shall be subject to the statutory limitation periods.

10.8 If, at any time (before or after the expiration of the after-sales warranty), final users, third parties or national, foreign or supra-national authorities make any claim against CAPRI SUN in respect of non-compliance with regulatory standards concerning safety, health, environment and/or manufacturing and/or homologation, and/or due to alleged defects, non-compliance with regulatory standards or rules, non-reliability or lack of safety of products arising out from contract products, the Supplier shall keep CAPRI SUN indemnified and harmless from and against any claim from the competent authorities and/or to third party, without prejudice to the Supplier's own responsibilities towards the damaged third party and the authorities, where applicable.

10.9 Supplier shall take out and maintain insurance policies to the value sufficient to meet its liabilities under or in connection with these General Terms and Conditions of Purchase – in particular liability and product recall insurance and business interruption. Prior to the first order, Supplier shall provide CAPRI SUN with evidence that such insurance is in place.

11. Contractual Penalty

11.1 In cases of delay / late delivery, the Supplier shall pay CAPRI SUN a contractual penalty in the amount of 0.5% of the order value for each initiated business day of the delay, up to a maximum of 5% of the order value. Notwithstanding and without prejudice to the foregoing, CAPRI SUN shall also be entitled to claim the fulfilment of the contract. If CAPRI SUN is entitled to a claim for damages due to the late delivery, CAPRI SUN may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages shall not be excluded by this. A delay of more than ten (10) days will be deemed a material breach.

11.2 If the Supplier culpably fails to fulfil its delivery or performance obligation, it shall pay a contractual penalty in the amount of 5% of the order value. If CAPRI SUN claims for the payment of the contractual penalty, the claim for the fulfilment of the contract shall be excluded.

11.3 If the delivered goods and/or the services rendered do not correspond to the agreements reached by the Parties, particularly the specifications defined by CAPRI SUN, the legal requirements or the respective state of the art, the Supplier shall pay a contractual penalty in the amount of 5% of the order value. Article 10 remains unaffected.

11.4 If CAPRI SUN is entitled to a claim for damages due to a violation of contract pursuant to Article 11.1 to Article 11.3, CAPRI SUN may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages shall not be excluded by this. The Supplier acknowledges that the penalties provided in these General Terms and Conditions of Purchase are a fair genuine pre-estimate of the minimum losses and damages that CAPRI SUN may suffer in each case.

12. Industrial and Intellectual Property Rights

12.1 The Supplier guarantees that the goods, performances and/or other services delivered to CAPRI SUN are free from industrial and intellectual property rights of third parties and, in particular, that the contractually envisaged use at the place of performance/destination does not infringe any third-party rights and that the creator of copyright-protected works or services has granted its consent to the granting of rights of use.

12.2 If the goods, performances and/or other services ordered by CAPRI SUN infringes third-party's industrial or intellectual property rights or other

third-party rights, CAPRI SUN shall have the right to request from the Supplier to acquire the necessary licences or other authorisations at Supplier's own expense and Supplier shall indemnify and hold harmless CAPRI SUN and its customers from and against all costs, claims, demands, liabilities, expenses, losses disadvantages and damages, which CAPRI SUN and its customers may incur from a claim due to the infringement of such third party rights, unless CAPRI SUN was aware or should be aware of the infringement of third-party rights prior to the entering into this contract. It shall be the Supplier's responsibility to prove CAPRI SUN's awareness.

12.3 All rights, title or interest in industrial and intellectual property rights that each Party has acquired or developed prior to or outside the scope of the contractual relationship with the other Party shall remain the exclusive property of the relevant Party. For all such existing industrial property rights, the Supplier grants CAPRI SUN, the irrevocable, exclusive, transferable, permanent and geographically unlimited right to use such rights covering the contractual goods, performances and/or other services (or parts of it).

12.4 If the Supplier develops or creates goods, performances and/or other services (or parts thereof) ordered by and upon request of CAPRI SUN which results in new industrial property rights like designs, patents, trademarks etc. the ownership of such new industrial property rights covering the goods, performances and/or other services (or parts thereof) including the ownership of templates, samples, tools, inter alia, which the Supplier may produce at the request of CAPRI SUN, will be transferred to CAPRI SUN including all relevant rights of use. The Supplier hereby transfers to CAPRI SUN, the ownership of all such new industrial property rights arising from, or in connection with, the performance of the contract, including all information and documentation related thereto. CAPRI SUN shall be authorised to register, maintain or allow to lapse - fully in its own discretion - such industrial property rights covering e.g. inventions or designs, in its own name (providing the name of the inventor/designer in accordance with the respective applicable statutory provisions) and in any countries worldwide.

12.5 Where any performance or work results are copyright-protected or comparably protected works (not being covered as an industrial property right), the Supplier grants CAPRI SUN, the irrevocable, exclusive, transferable, permanent and geographically unlimited right to use such works as a whole or in part for all (known and unknown) types of use (including the right to processing and modification), without the need to name the copyright holder.

12.6 The agreed upon remuneration between CAPRI SUN and the Supplier shall be deemed to include any consideration payable for the transfer and/or grant of rights hereunder; CAPRI SUN may be only required to pay additional remuneration, to the extent legally prescribed. The Supplier shall indemnify and hold harmless CAPRI SUN from and against any claims (also under copyright or employee invention law) by third parties in connection with the transfer or use of any performance results.

13. Payment

13.1 Unless otherwise agreed in writing, payments shall be made within ninety (90) days after receipt of the goods, performances and other services rendered by the Supplier as well as Supplier's submission of a proper invoice.

13.2 If the invoice does not meet the legal requirements, CAPRI SUN shall be entitled to withhold payment until receipt of a valid, accurate and verifiable invoice.

13.3 In the event an advance payment, a down payment, a payment on account, an instalment payment or a partial payment is agreed by the Parties in writing, the Supplier shall issue to CAPRI SUN a corresponding invoice.

13.4 The date of forwarding payment instructions to the bank is decisive for compliance with a given payment term. If a complaint is lodged by CAPRI SUN (e.g. notification of defects or incorrect invoicing), the payment term commences upon complete clarification of the complaint.

13.5 CAPRI SUN shall be entitled to offset any amount owed by CAPRI SUN to the Supplier with any amount owed by the Supplier to CAPRI SUN and shall be entitled to exercise retention rights to the extent allowed by the applicable laws. CAPRI SUN shall be also entitled to offset any amount due to the Supplier with any claims, which CAPRI SUN or CAPRI SUN's affiliate companies may have against the Supplier. Moreover, CAPRI SUN reserves the right to withhold payment of any invoice or part of an invoice where the CAPRI SUN (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice, CAPRI SUN shall immediately notify the Supplier in writing of the reason for such withholding and pay the undisputed part of such invoice within the agreed term.

13.6 The Supplier shall submit an invoice to CAPRI SUN that complies with all legal requirements, for the goods supplied and/or for the services rendered.

13.7 Invoices shall be sent in duplicate after performance of the services / after shipment, separately from the goods or at CAPRI SUN's request, by e-mail, to a specific invoice e-mail address, which CAPRI SUN has provided.

13.8 No accounting via credit procedure (so called self-billing) shall be allowed, unless otherwise agreed in writing.

13.9 CAPRI SUN accepts VAT amounts subsequently invoiced by the Supplier only to the extent that CAPRI SUN is able to assert these VAT amounts at the relevant tax authority on the basis of applicable statutory laws and provisions and that CAPRI SUN actually receives a tax refund. Payment to the Supplier does not take place before CAPRI SUN has received the tax refund by the tax authority.

13.10 If agreed that the Supplier clears the goods for export, the Supplier is obliged to provide CAPRI SUN with the relevant Export Notice ("Ausgangsvermerk") or with other VAT relevant documents with regard to every delivery shortly after the dispatch of the respective delivery.

14. Assignment and Change of Control

14.1 The Supplier shall not partially or fully assign this agreement and/or subcontract any of Supplier's obligations under these General Terms and Conditions of Purchase in whole or in part without the prior written consent of CAPRI SUN. No subcontracting, even if approved by CAPRI SUN, shall release supplier from its responsibilities for its obligations under these General Terms and Conditions of Purchase or create a contractual relationship between CAPRI SUN and any subcontractor.

14.2 In the event of a change of control (i.e. a significant shift in ownership or control such as a merger or acquisition) of either party, the party undergoing such change shall promptly notify the other party in writing. Upon receipt of this notice, the other party shall have the right to terminate this agreement by providing written notice of termination within sixty (60) days. Termination shall take effect upon the expiration of the sixty (60) day period unless otherwise mutually agreed upon in writing.

15. Order Documentation and Confidentiality

15.1 All documentation (drawings, designs, specifications and other documents etc.), which CAPRI SUN provides to the Supplier, shall remain CAPRI SUN's property. Without prejudice to Article 15.2 below, said documentation, as well as the documentation (drawings, designs, specifications and other documents etc.) prepared by the Supplier in accordance with CAPRI SUN's specifications, shall not be used, duplicated or made accessible to third parties by the Supplier for purposes other than the execution of CAPRI SUN's order. All the above-mentioned documentation shall be protected from unauthorised use or inspection and shall be surrendered by Supplier to CAPRI SUN without objections promptly at any time upon request, including all duplications. Furthermore, the Supplier shall indemnify and hold harmless CAPRI SUN from and against all damages incurred by CAPRI SUN arising from the infringement of any of the aforementioned duties.

15.2 The Supplier shall treat the order and the associated activities, as well as any and all non-public financial, technical, commercial or other information concerning the business, assets and affairs furnished by CAPRI SUN (whether written, oral, stored on data media or in any other form), strictly confidential. The existence of the business relationship itself shall not be disclosed without CAPRI SUN's prior written consent.

16. Product Recall

16.1 If a recall of the products produced by CAPRI SUN or CAPRI SUN's partner(s) / customer(s) using the goods delivered by the Supplier is considered necessary due to the risk of quality issues, public health risk or damage to CAPRI SUN's brand or reputation (hereinafter the "Product Recall"), CAPRI SUN shall be entitled to take reasonable steps to prevent the damage from occurring or to minimize its impact.

16.2 The Supplier shall reimburse CAPRI SUN and, as applicable, CAPRI SUN's customers, for all recall costs which are incurred by CAPRI SUN and/or its customers in connection with any Product Recall, provided that this reimbursement obligation shall be in addition to any other rights and remedies of CAPRI SUN under these General Terms and Conditions of Purchase and/or applicable law. Reimbursable Product Recall costs shall include, without limitation, (i) cost of products replacement or refunds for recalled products, (ii) mailing, shipping, publication, telephone, printing and translation charges incurred to notify the public and customers of the Product Recall and for shipment of the respective products back to CAPRI SUN and shipment of replacement products to customers, and (iii) labour costs to receive and handle returned products and for customer services and other costs related to the Product Recall and the return/replacement of or refund for recalled products.

17. Data Protection

17.1 Each Party shall comply with the applicable data protection laws and regulations and shall implement any appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect the personal data received from the other Party from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, unlawful processing and/or processing inconsistent with the original purpose of the collection.

17.2 Each Party shall process the personal data received from the other Party exclusively in connection with the execution and the performance of these General Terms and Conditions of Purchase, the contracts and/or the purchase orders and/or the fulfilment of any applicable statutory provisions.

17.3 For further information in relation to the handling of user data, CAPRI SUN refers to its Privacy Policy, available on its homepage (<https://www.capri-sun.com>).

18. Termination

18.1 CAPRI SUN may terminate the Contract or any part thereof with immediate effect by written notice to the Supplier if the Supplier is in default in the performance of any of its obligations under these General Terms and Conditions of Purchase and

a) the Supplier has not remedied the default to CAPRI SUN's satisfaction within fifteen (15) days or such other period as CAPRI SUN may specify in writing, notwithstanding having previously received written notice of the default and a request to remedy it; or

b) the default cannot be remedied

18.2 Without prejudice to any rights under these Terms and Conditions of Purchase, CAPRI SUN shall be entitled to terminate the contract in whole or in part with immediate effect, in particular in the cases specified in these

Terms and Conditions of Purchase and in the following cases:

a) if the delay according to clause 11.1 lasts longer than ten (10) days;

b) in the event of full or partial assignment, subcontracting, transfer or transmission to third parties of rights, obligations, demands and/or claims of the Supplier (or if the Supplier assigns or delegates its performance in whole or in part) under these Terms and Conditions of Purchase without the prior express written consent of CAPRI SUN;

c) in the event of a breach by the Supplier of obligations under clause 19.1, paragraph b);

d) in the event of non-compliance by the Supplier with laws, rules and regulations relating to health, safety, environmental and labor laws.

19. Corporate Responsibility / Code of Conduct

19.1 The Supplier acknowledges that CAPRI SUN is committed to the highest standards of integrity, sustainability and ethics. The corresponding Business Code of Conduct of CAPRI SUN is available on its homepage (<https://www.capri-sun.com>). CAPRI SUN expects its business partners to respect the Code of Conduct, to comply with social and environmental standards and to act honestly and fairly and to comply with all national legal provisions, in particular labor and social laws, as well as environmental protection regulations. The supplier has taken note of the Capri-Sun Business Code of Conduct, will comply with it and address it appropriately along the supply chain and enforce it against its own contractual partners through suitable contractual regulations.

19.2 The Supplier is obliged to report any violation and any suspicion of a violation of the principles and requirements of this Business Code of Conduct in the whistleblower system within 48 hours of becoming known to ksq@capri-sun.com. The report shall be made while safeguarding the legitimate interests of the supplier, its subcontractors and in compliance with the rights of employees, in particular data protection and the protection of business secrets. If culpable violations are identified by the supplier, the supplier shall immediately receive a written notification with a reasonable grace period to initiate remedial measures. If a remedy is not possible in the foreseeable future, the Supplier shall notify CAPRI SUN immediately and work out a concept with a timetable for improvement together with CAPRI SUN. In cases in which no remedy can be achieved, a continuation of the business relationship is unreasonable for CAPRI SUN and no milder means are available, CAPRI SUN reserves the right to terminate the business relationship after expiry of the grace period, including all orders already placed, if this was threatened when the grace period was set. In the event of a serious, persistent or repeated breach, the business relationship may be terminated immediately. In addition, the supplier is obliged to pay compensation in the event of serious breaches, unless it can prove that it is not responsible for the breach. Compensation for damages shall also include appropriate compensation for reputational damage.

19.3 In addition, for the purpose of reviewing performance and compliance with the CAPRI SUN Business Code of Conduct, CAPRI SUN and third parties authorized by CAPRI SUN are entitled to audit the Supplier and its subcontractors at any time and without prior notice for control purposes. CAPRI SUN expects proactive communication and active participation on the part of the Supplier, especially in the event of concrete risks or violations. At CAPRI SUN's request, the supplier will disclose its supply chain and the measures, certificates, etc. it has taken to comply with human rights and environmental protection regulations. If a violation of the principles and requirements of this Code of Conduct is identified, the provisions of Section 19.2 shall apply accordingly.

19.4 CAPRI SUN has created the direct possibility for all affected persons or reputable whistleblowers to report possible violations of the CAPRI SUN Business Code of Conduct in a confidential and substantiated manner (ksq@capri-sun.com). Furthermore, CAPRI SUN calls on the supplier to open up its own effective complaint mechanisms for employees and generally within the supply chain.

19.5 In case of a breach of any of the duties listed above, without prejudice to any further damages and remedies, CAPRI SUN shall have the right to grant a reasonable grace period for remedying the infringement; it being understood that in case of failure to remedy the infringement within the prescribed period, CAPRI SUN shall have the right to terminate the contract with immediate effect.

20. Place of Fulfilment, Legal Jurisdiction and Applicable Law

20.1 The place of fulfilment of all duties under this contract, – also for the purposes of bills of exchange and cheques – shall be Eppelheim, Germany or the location of the branch of the Supplier, at CAPRI SUN's own discretion. All disputes arising out of, relating to or in connection with these General Terms and Conditions of Purchase, including any contracts with and orders made to the Supplier, shall be subject to the exclusive jurisdiction of the ordinary courts of Heidelberg, Germany. Notwithstanding the foregoing, CAPRI SUN shall have the right to bring proceedings before the courts where the Supplier has its principle place of business or branch.

20.2 These General Terms and Conditions of Purchase including any contracts with and orders made to the Supplier shall be governed by and construed in accordance with German law under the exclusion of the Private International Law Statute (PILS) and the UN Convention on the Contracts for International Sale of Goods (CISG).

21. Severability

If any term, condition, stipulation, provision, covenant or undertaking in these General Terms and Conditions in whole or in part of Purchase or of any legal transaction between CAPRI SUN and the Supplier is or becomes, or is found by any court or administrative body of competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable, then the remaining terms, conditions, stipulations, provisions, covenants or undertakings of these General Terms and Conditions of



Purchase or of any legal transaction between CAPRI SUN and the Supplier shall remain in full force and effect. In such a case, the contracting Parties shall negotiate in good faith in order to make a new, valid agreement without delay, achieving as closely as possible the commercial effect of the provisions so found to be illegal, void, invalid, prohibited or unenforceable.

Capri Sun GmbH