



## General Terms and Conditions of Purchase

### 1. General

1.1. These General Terms and Conditions of Purchase ("GTCP") shall apply to any and all quotations, Purchase Orders, transactions, or agreements relating to the supply of products ("Products") or services ("Services") by any supplier ("Supplier") to any of the following entities (each acting in its own name and in the name and on its affiliates, hereinafter collectively referred to as "Danone"):

(a) DANONE NUTRICIA NEDERLAND B.V., with registered office and business address at Lange Kleiweg 6, 4th floor, 2288 GK, Rijswijk, the Netherlands, registered under number 27090766; (b) N.V. NUTRICIA, with registered office at Eerste Stationsstraat 186, 2712 HM, Zoetermeer, the Netherlands, registered under number 27090548; (c) NUTRICIA CUIJK B.V., with registered office and business address at Schuttersweg 12, 5443 PR, Haps, the Netherlands, registered under number 16013641; (d) DANONE BELUX NV, with registered office at Werkhuisenkaai 159-160, 1000, Brussels, Belgium, registered under number 0400.774.801; (e) DANONE ROTSELAAR SP NV, with registered office at Stationsstraat 170, 3110 Rotselaar, Belgium, registered under number 0402.734.595 and (f) ALPRO NV, with registered office at Vliamingstraat 28, 8560 Wevelgem, Belgium, registered under number 0420.429.375. References to "Danone" in these GTCP shall be deemed to refer to any of the above entities.

1.2. These GTCP shall exclusively govern the contractual relationship between Danone and the Supplier and shall prevail over any other terms or conditions, including those of the Supplier, whether referred to or contained in order confirmation, correspondence, or any other document, notwithstanding any provision to the contrary therein. Any deviation from these GTCP shall only be valid if expressly agreed to in writing and signed by an authorised representative of Danone.

1.3. Danone may amend or update these GTCP from time to time. The version of the GTCP in force at the time of placing of the relevant purchase order shall apply to such transaction, unless otherwise expressly agreed in writing between the parties.

1.4. Any specification, instruction, regulation, or rule relating to health, safety, welfare, or other applicable conditions communicated from time to time by Danone to the Supplier, shall together form an integral part of the contractual relationship between the parties.

1.5. By accepting a Purchase Order, the Supplier acknowledges that it has read and accepted these GTCP.

1.6. The parties acknowledge that these GTCP take into account their respective economic and legal position and are balanced in accordance with the general spirit of comparable commercial arrangements and applicable trade practices.

### 2. Purchase Orders and Formation of the Agreement

2.1. Danone shall order any Products or Services exclusively by means of purchase orders issued to the Supplier on paper, by electronic mail or by any other means of electronically exchanging information ("Purchase Order(s)"). Only Purchase Orders issued by Danone shall be binding upon Danone.

2.2. The Supplier shall confirm or reject each Purchase Order in writing within five (5) calendar days of receipt. Failure by the Supplier to confirm or reject within this period shall be deemed to constitute full and unconditional acceptance of the Purchase Order under the conditions set forth therein. If the Supplier's acceptance deviates in any way from the terms of the Purchase Order, such acceptance shall be deemed a rejection of the Purchase Order and shall constitute a new offer. Danone shall not be bound by such deviating acceptance unless it expressly agrees to it in writing.

2.3. Danone shall be entitled to cancel or amend any Purchase Order, in whole or in part, at any time prior to delivery, without liability. If Danone informs the Supplier that it considers cancelling or amending any Purchase Order, the Supplier will inform Danone of any unavoidable and properly documented direct costs that will be incurred by the Supplier as a direct result of such cancellation or amendment and if Danone subsequently confirms that it wishes to proceed with the cancellation or amendment, Danone will reimburse such pre-agreed costs to the Supplier.

### 3. Prices

3.1. Unless otherwise agreed in writing between the parties, the prices or rates applicable to the Products and Services shall be those stipulated in the applicable price agreement between the parties, if any, or, in the absence of such agreement, as stipulated in the communicated and expressly accepted price list or offer by Danone in writing. All prices shall be stated in euro (EUR), exclusive of VAT but inclusive of all other taxes, duties, levies, charges, and all costs related to packaging, transport, insurance, inspection, testing certification, travel, and any other charges necessary to deliver the Products or perform the Services in accordance with the relevant Purchase Order or agreement.

3.2. Prices are firm and fixed for the validity of the relevant Purchase Order, offer, or (price) agreement and shall not be subject to variation unless expressly agreed in writing by Danone.

3.3. If the Supplier fails to fulfil any of its obligations under these GTCP, or any Purchase Order or agreement thereunder, and such failure is not remedied by the Supplier within fifteen (15) days from Danone's notice, Danone shall be entitled to suspend payment to the Supplier of the price for the relevant portion of the Products or Services until such obligations have been duly fulfilled.

### 4. Invoice and Payment

4.1. The Supplier shall send a copy of each invoice addressed to the attention of Danone's accounting department, to the email address communicated by Danone to the Supplier, or to any other address or communication channel subsequently notified by Danone in writing. The obligation to submit invoices via the Peppol network shall apply only to invoices that are required to be issued electronically under applicable law.

4.2. Each invoice shall contain at least the details specified in the relevant Purchase Order, including but not limited to the SAP article number, the Purchase Order number, the load code, and any other reference or information required by Danone. The Supplier guarantees that all such information shall be accurate, complete, and provided in sufficient reasonable detail to substantiate all Products and/or Services received. In the absence of any of the aforementioned information, or in case of inaccurate or incomplete data, Danone reserves the right to suspend payment of the invoice and return it to the Supplier for rectification.

4.3. Unless otherwise agreed in writing between the parties, valid invoices issued by the Supplier shall, provided that the Products and/or Services have been supplied in accordance with these GTCP and any other applicable agreement, be paid by Danone as follows: (a) where the Supplier qualifies as a small or medium-sized enterprise (SME) within the meaning of the applicable law, within thirty (30) calendar days from the date of receipt of the invoice, and (b) for all other Suppliers, within sixty (60) calendar days from the date of receipt of the invoice.

4.4. Payment of the price shall not constitute evidence or an admission that the Products and/or Services have been supplied in accordance with these GTCP or any other applicable agreement, nor shall it limit or affect any rights or remedies available to Danone under such terms.

4.5. Danone may, subject to providing reasonable notice to the Supplier set off against any amount owing to the Supplier any amount owing or claimed by Danone to be owing, by the Supplier to Danone, whether under a relevant Purchase Order or applicable agreement or otherwise.

4.6. Any amount owed by Danone to the Supplier that has not been paid when due and provided that the corresponding Products and/or Services have been delivered in accordance with these GTCP and any other applicable agreements, and that no dispute exists regarding such delivery or the invoice, shall accrue interest at a rate of 8% per annum, or if lower, at the rate provided under the local implementation of the EU Late Payments Directive 2011/7 in the country where the relevant Danone entity (acting as the purchaser) has its registered office. Such interest shall accrue solely from the date on which Danone receives a written notification of non-timely payment from the Supplier. Payment of such shall constitute the Supplier's sole and exclusive remedy for late payment, to the extent permitted by applicable law.

### 5. Delivery and performance

5.1. Delivery shall be made DDP (Delivered Duty Paid – Incoterms 2020) at Danone's registered address or any other delivery address specified in the relevant Purchase Order or applicable agreement.

5.2. The Supplier shall bear all costs, risks, and obligations associated with the transportation, loading, unloading, and delivery of the Products or the performance of the Services to the designated delivery address, including all duties, taxes, and other charges.

5.3. Time is of the essence for all Supplier's obligations. Unless expressly specified otherwise, all dates and terms specified in Purchase Orders shall be strict deadlines. The delivery and/or performance schedules agreed with Danone must be strictly observed. Failure to comply with the agreed delivery or performance dates shall constitute a material breach of these GTCP.

5.4. In the event of delay, Danone may, without prejudice to any other rights or remedies available under these GTCP or at law: (a) impose liquidated damages equal to 1% of the total order value per commenced week of delay, up

to a maximum of 10 % of the total order value; such liquidated damages are agreed as a reasonable estimation of Danone's foreseeable losses, and shall be subject to any judicial moderation to the extent required by mandatory applicable law; and/or (b) procure substitute products or services at the Supplier's cost and risk; and/or (c) following prior written notice, apply a proportionate price reduction on the value of the Products delivered and/or Services performed, to the extent permitted by law; and/or (d) terminate the relevant Purchase Order or applicable agreement immediately, without any obligation to pay compensation to Supplier.

5.5. Each delivery shall be accompanied by all required and relevant documentation, including but not limited to the delivery note, invoice, conformity certificates, inspection reports, and any other documents specified in the Purchase Order or otherwise agreed between the parties. Partial deliveries or deliveries made prior to the agreed delivery date shall require Danone's prior written approval. Danone reserves the right to refuse or return, at the Supplier's expense, any unauthorized partial or early delivery.

5.6. The Supplier shall not carry out any alterations, modifications, or supplementary deliveries unless it has received Danone's prior written consent. Any such unapproved alterations or additional work shall be at the Supplier's own risk and cost.

5.7. At the time of delivery and during any on-site performance, the Supplier shall ensure full compliance with all safety, health and environmental regulations and procedures applicable at the place of delivery or performance and as communicated by Danone. The Supplier shall be responsible for ensuring that all its personnel, subcontractors, and agents observe such requirements at all times.

### 6. Acceptance

6.1. The receipt of the Products or Services by Danone at the place of delivery shall only imply acceptance under reservation of all rights and shall by no means constitute final acceptance of the Products or Services, subject to the legal and GTCP provisions concerning defects and non-conformity.

6.2. The Products or Services shall be deemed accepted only after inspection and written approval by Danone's duly authorized personnel, confirming they comply with the requirements of these GTCP, and applicable Purchase Order or agreement. For Services, the results of the Services rendered shall require Danone's written approval, confirming they meet the agreed specifications and requirements, unless otherwise expressly agreed in writing between the parties.

### 7. Defects

7.1. In accordance with the applicable warranty provisions set out in Articles 8, 26 and 30 of these GTCP, the Supplier warrants that the Products and/or Services shall be free from any defects and non-conformities with these GTCP, the applicable Purchase Order or agreement entered into pursuant hereto.

7.2. In any event, Danone shall have the right to notify the Supplier within a reasonable period of time, which shall be not less than the following:

7.2.1. any visible defects within two (2) weeks after the delivery of the Products or completion of the Services; and

7.2.2. any hidden defects within four (4) weeks after Danone became aware, or should reasonably have become aware, of such defect.

7.3. Upon notification of any such defect, the Supplier shall, at its own cost and without delay, take all measures necessary to rectify, replace, or re-perform the defective or non-conforming Products or Services in accordance with Articles 2727 and 33 of these GTCP.

### 8. Warranty

8.1. Unless otherwise expressly agreed in writing, the Supplier grants to Danone a warranty period of two (2) years on all Products and Services, commencing on the date of delivery of the Products or completion of the Services, as applicable. This contractual warranty period is without prejudice to any longer statutory warranty period that may apply.

8.2. During this applicable warranty period and without prejudice to any other rights or remedies available to Danone under these GTCP, any Purchase Order, agreement or at law, the Supplier shall at its own cost and without delay perform the obligations set out in Articles 27 and 33 of these GTCP.

### 9. Subcontracting

9.1. The Supplier may not subcontract its rights and obligations under these GTCP, or any applicable Purchase Order or agreement concluded thereunder, without prior written consent of Danone, which shall not unreasonably be withheld or delayed.

9.2. Any consent given by Danone to the Supplier to subcontract its rights and obligations under these GTCP and any Purchase Order or agreement thereunder, will not relieve the Supplier of any liability for the performance of any subcontracted obligations and the Supplier will be responsible for the acts, default or neglect of any subcontractor (or the subcontractor's agents, staff and own subcontractors) in all respects as if they were the acts, defaults or neglect of the Supplier. Danone reserves the right to revoke its consent in relation to any permission granted at any time for good cause, including but not limited to material breach of these GTCP, or any applicable Purchase Order or agreement concluded thereunder, non-compliance with applicable laws or Danone's internal policies and procedures or reputational concerns.

### 10. Audits

10.1. The Supplier shall, during normal business hours and upon prior written notice, grant Danone and its internal or external auditors or advisors access to the Supplier's relevant records, systems, and facilities in order to conduct inspections or audits to verify compliance with Supplier's obligations under these GTCP and adherence to Sustainability Principles (Appendix 1), and any applicable Purchase Order or agreement. Danone shall provide the Supplier with timely written notice of its intention to carry out an audit, in principle at least fourteen (14) calendar days in advance, except where a shorter notice period or unannounced audit is reasonably justified due to suspected non-compliance or breach.

10.2. The Supplier shall provide Danone and its auditors or other authorised representatives with all reasonable cooperation, access and assistance required for the proper conduct of any such audit and shall do so promptly. Danone shall use reasonable efforts to ensure that the conduct of any audit does not unreasonably disrupt the Supplier's operations or delay the provision of the Services, and that, where possible, audits are coordinated with each other to minimize disruption.

10.3. Any unjustified refusal to grant access, cooperation, or assistance or any obstruction of an audit, shall constitute a material breach of these GTCP and any agreement thereunder.

### 11. Indemnity and liability

11.1. The Supplier shall indemnify and hold harmless Danone, its affiliates, and their respective officers, directors, employees, and agents from and against any and all liabilities, claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever, whether direct, indirect, consequential, material, or immaterial, including without limitation: personal injury, illness, or death of any person, loss of or damage to any property, loss of profit, loss of goodwill, loss of opportunity, or loss of revenue, arising out of or in connection with, directly or indirectly: (a) any breach by the Supplier of these GTCP, any Purchase Order, or any agreement thereunder; (b) any supply of Products or performance of Services that does not meet the requirements set out in these GTCP, any Purchase Order, or any agreement thereunder; (c) any breach or failure to comply by the Supplier with any applicable law, including tax laws; (d) any infringement or alleged infringement of any Intellectual Property Rights caused by the Products or Services supplied by the Supplier, except to the extent caused by Danone's instructions, specifications, or materials; (e) any third-party claim arising from the Supplier's acts or omissions under these GTCP or any Purchase Order. The Supplier's indemnity obligations under this clause shall not be subject to any general limitation of liability or liability cap set out elsewhere in these GTCP, except as expressly agreed in writing.

11.2. Danone shall indemnify and hold harmless the Supplier from and against any direct losses, damages, costs, and expenses (including reasonable attorneys' fees) arising solely from: (a) any breach by Danone of these GTCP, any Purchase Order, or any agreement thereunder; (b) any provision by Danone to the Supplier of materials, specifications, or instructions that infringe the Intellectual Property Rights of a third party; (c) any breach or failure to comply by Danone with applicable law, including tax laws, to the extent such breach is not caused or contributed to by the Supplier. Danone's indemnity shall not extend to indirect, consequential, or punitive damages and shall in any event be capped at the value of the relevant Purchase Order.

11.3. Neither party shall be liable under this clause to the extent that the relevant claim, loss, or damage results from the negligence or willful misconduct of the other party.



## 12. Insurance

12.1. The Supplier must take out and maintain appropriate insurance policies with a first-ranking insurance company of internationally recognized repute, necessary to cover any liability under these GTCP by the Supplier or its representatives, partners or subcontractors, and any Purchase Order or agreement concluded thereunder. This should include all types of liabilities (general, product and professional) and cover all types of damages (bodily injury, property damage, consequential losses and financial losses). The insurance policy must be in effect for the duration of the contractual arrangement and shall provide the coverage of all damages combined for a minimum sum of 2.5m Euros, or a higher amount as specified in the contractual arrangement. If requested by Danone, the Supplier must provide details of the insurance (including, without being limited thereto, a copy of the insurance certificate) and evidence of currency. In addition, at Danone's request the Supplier will ensure that Danone's interest as an additional insured is noted on the policy(ies).

## 13. Force Majeure and Hardship

13.1. Neither party shall be responsible for any failure to perform any obligation under these GTCP, any Purchase Order or agreement concluded thereunder, if performance has become impossible due to armed conflicts, acts of terrorism, natural catastrophes, pandemic or any other catastrophic events beyond the control of the parties, the occurrence of which could not have been reasonably foreseen by the party seeking to rely on such occurrence (each a "Force Majeure Event"). The party affected shall promptly give notice to the other party setting out full particulars of the Force Majeure Event and make all reasonable endeavours to mitigate the effects of this event on that party's performance of its obligations under these GTCP, any Purchase Order or agreement concluded thereunder. If by reason of a Force Majeure Event, the delay or non-performance of a party's obligations continues for more than thirty (30) consecutive days, the other party may terminate any applicable Purchase Order or agreement concluded thereunder by written notice. Termination of any applicable agreement under this clause will automatically terminate every Purchase Order in existence at the time notice is given unless otherwise specified in the relevant notice by the party giving the notice.

13.2. The parties acknowledge and agree that no hardship provision, principle or doctrine, whether under statute, case law, or otherwise, and regardless of the jurisdiction applicable, shall apply to these GTCP, any Purchase Order or any agreement entered into pursuant hereto.

## 14. Intellectual Property

14.1. For the purpose of these GTCP:

14.1.1. "Intellectual Property Rights" shall mean all intellectual property rights, including but not limited to patents, copyrights, author's rights, performance rights, design model rights, database rights, trade names, trademarks, service marks, domain names and the goodwill pertaining thereto, as well as any registrations, applications, divisions, continuations, re-examinations, renewals or reissues of any of the foregoing in any country of the world.

14.2. All results (i.e. all Intellectual Property Rights, materials and data generated during the performance of the Services) - whether partial, provisional or final - related to the Services shall be the exclusive ownership of Danone as soon as they are created, for the entire duration of the legal protection pertaining to the rights attached to those results. The Supplier will provide assistance in any actions that Danone may reasonably consider necessary to effectuate the transfer of the aforementioned ownership. The Supplier shall indemnify and hold Danone and its customers harmless from and against all claims and lawsuits (including legal fees/costs and replacement costs) from third parties for infringement of Intellectual Property Rights or based on unfair competition resulting from the possession and/or use of the Services by Danone.

14.3. The Supplier represents and warrants that the Products, the Services, the manufacturing method of the Products and the delivery of the Products or the performance of the Services to Danone do not infringe any third party's Intellectual Property Right or otherwise violate a third party's right. The Supplier indemnifies and shall hold Danone harmless in respect of third party claims based on an alleged or actual infringement of said third party's Intellectual Property Rights or violation of rights in relation to the Products, the manufacturing method of the Products or the delivery of the Products to Danone.

14.4. No Intellectual Property Rights of Danone are transferred to the Supplier pursuant to GTCP or any other agreement concluded thereunder. The Supplier is solely granted a limited, revocable, non-transferable and non-sublicensable right to use Danone's Intellectual Property Rights in so far as necessary for the performance of its obligations under these GTCP, and any Purchase Order or agreement thereunder.

14.5. To the extent that any Intellectual Property is embodied in or relates to the Products and/or Services, the Supplier grants to, or will procure for Danone from the owner of that Intellectual Property a perpetual, irrevocable, royalty free, transferable, non-exclusive licence to use the Intellectual Property in relation to the Products and/or Services

14.6. Danone shall own any Intellectual Property in any Products and/or Services, and in any specification, drawings, instructions, maps, diagrams and other materials relating to the Products and/or Services where such Products and/or Services have been created, designed, manufactured or performed specifically for Danone or for use in Danone's business, and the Supplier shall do everything necessary to ensure that such Intellectual Property vests in Danone upon creation or are assigned to Danone in full upon creation, and shall sign any instrument necessary for such vesting or assignment.

14.7. The Supplier shall not use Danone's name, logo, trademark, or other identifying marks in any manner, including for marketing reference, or promotional purposes, without Danone's prior written consent.

## 15. Personal Data

15.1. Each party shall comply with its obligations under applicable data protection and privacy laws, including the EU General Data Protection Regulation (GDPR), in respect of any personal data processed in connection with the procurement of the Products and/or Services under these GTCP, any Purchase Order, or any related agreement.

15.2. The parties acknowledge that, unless otherwise agreed in writing, each act as an independent data controller in relation to any personal data it processes in the context of the procurement of the Products and/or Services under these GTCP. Each party shall ensure that it provides relevant information to data subjects and implements appropriate technical and organisational measures to protect personal data.

15.3. Neither party shall transfer personal data to a country outside the European Economic Area unless such transfer complies with the requirements of applicable data protection laws.

15.4. If, in the context of the procurement of the Products and/or Services under these GTCP, one party processes personal data on behalf of the other as a processor, the parties shall enter into a data processing agreement only to the extent required by applicable data protection laws and only where such processing is substantial and not merely incidental or ancillary to the main purpose of the agreement. Any such agreement shall be in a form reasonably agreed between the parties.

## 16. Security

16.1. Terms with capital letters in Article 16 of these GTCP shall have the meaning assigned to them under Directive (EU) 2022/2555 of 14 December 2022 ("NIS 2 Directive"), related implementing regulations and applicable national NIS 2 implementing law (hereinafter, the "NIS 2 Laws"), each as amended, supplemented or replaced from time to time and being jointly referred to as "NIS 2 Legislation".

16.2. The Supplier undertakes to take and maintain appropriate and proportionate technical, operational and organizational measures to manage the Risks posed to its Security of Network and Information Systems which are used or relied on in the supply of Services and/or Products to Danone, including at least the minimum cyber-security management measures included under applicable NIS 2 Laws as detailed in a reference framework recognized by competent authorities, and to prevent or minimise the impact of incidents on Danone. These measures shall be in line with the state-of-the-art and relevant European and international standards and be based on an all-hazards approach that aims to protect its Network and Information Systems and the physical environment thereof from incidents.

16.3. If the Supplier itself is directly subject to NIS 2 Legislation due to its activities and size, the Supplier hereby further warrants that it complies and shall at all times comply with all directly applicable obligations under NIS 2 Legislation.

16.4. The Supplier shall maintain evidence of compliance, including conformity labels or certifications recognized under NIS 2 Legislation (e.g., NIST CSF 2.0, CyberFundamentals Framework, ISO/IEC 27001), and, upon Danone's request, make available to Danone all information necessary to demonstrate such compliance. At Danone's

request, the Supplier shall also permit and contribute to audits of its Network and Information Systems used in providing its services to Danone, to be conducted by Danone or by external auditors or advisors on its behalf. Danone may make the results of any audits available to the competent supervisory authorities on request. Costs will be borne by Danone, except in case of Significant Incident or if the audit reveals non-compliance by the Supplier, in which case the costs will be borne by the Supplier

16.5. The Supplier shall inform Danone of any actual or suspected Incident or Cyber-threat and shall assist Danone, at no cost, with any action to remediate and/or minimize the effects of the Incident or Cyber-threat. In the event of a Significant Incident or Significant Cyber-threat, the Supplier shall notify Danone without undue delay and, in any event, no later than twenty-four (24) hours after having become aware of such occurrence. The notifications shall include at least:

- a description of the Significant Incident or Significant Cyber-threat and the current, future and potential consequences thereof on the provision of Services and Products to Danone and/or on Danone's own Network and Information Systems; and
- all mitigating measures, investigations, reporting, communications (to be taken by the Supplier and a description of measures or corrections that Danone may apply in response to this Significant Incident or Significant Cyber-threat.

The Supplier further undertakes to inform Danone and to handle any Vulnerabilities that present a risk to the Security of the Network and Information Systems of Danone.

16.6. Supplier shall ensure that all third-party contractors, service providers, and suppliers involved in the provision of services to Danone are contractually bound to comply with NIS 2-specific obligations described in Article 166 of these GTCP.

16.7. Upon termination of the supply of Services or Products to Danone, the Supplier undertakes to delete or return to Danone, at the request of Danone, all data and information obtained by the Supplier in the exercise of its tasks in the performance of its obligations, and to confirm the same to Danone.

16.8. Without prejudice to the preceding, the Supplier undertakes to supplement or implement any change to its cyber-security management measures, that would be required in order to ensure that the Supplier and/or Danone remains in compliance with any applicable NIS 2 Laws as well as any recommendations or guidance published by Competent Authorities, and to negotiate in good faith any amendment to these GTCP that would be required for that purpose.

## 17. Default, insolvency and termination

17.1. Either party may terminate any accepted Purchase Order or any sales agreement to which these GTCP apply, at any time by giving the other party ("Defaulting Party") notice to that effect, effective on the date specified in the notice in case of a material breach ("Material Breach") by the Defaulting Party of its obligations under this relevant Purchase Order or any applicable sales agreement.

17.2. The Parties agree that the following will be considered a Material Breach:

- A breach by the Supplier of its obligation to deliver the Products or provide the Services in time in accordance with Article 5.3;
- The failure to perform any of a party's obligations under these GTCP, Purchase Order or any applicable agreement thereunder, which failure (if capable of being cured) is not cured within thirty (30) days of the other party's written notice specifying the Material Breach;
- Breach of confidentiality or misuse of Danone's Intellectual Property Rights or proprietary information; or
- If the other party becomes insolvent, or enters into dissolution or liquidation, files for a petition in bankruptcy, has been declared bankrupt, has been dissolved or has filed a voluntary petition for proceedings in temporary relief of creditors, or any similar events under the laws of any competent jurisdiction.

17.3. Danone reserves the right to terminate any agreement to which these GTCP apply for convenience, in whole or in part, upon thirty (30) calendar days' written notice to the Supplier.

17.4. The provisions of these GTCP which by their nature are intended to remain in place even after termination or expiration of the transaction hereunder shall remain in force following termination and/or dissolution.

## 18. Confidentiality

18.1. Each party may make information available that is not generally known to the public and is proprietary and/or confidential to that party, and/or of which the receiving party should reasonably understand that such information is confidential (the "Confidential Information"). The receiving party will not disclose, publish or disseminate the Confidential Information of the disclosing party. The receiving party will use the Confidential Information only to perform its obligations under these GTCP, any applicable Purchase Order or any agreement concluded thereunder.

18.2. Each party's confidentiality obligations will survive for seven (7) years after the disclosure of Confidential Information, or until the moment that the Confidential Information has become public through no breach of any contractual or legal confidentiality obligations of the receiving party or any third party in relation to the Confidential Information.

18.3. Each party will return or destroy the other party's Confidential Information promptly upon the disclosing party's request. Upon first request of the disclosing party, the receiving party shall promptly furnish the disclosing party with an unconditional management statement stating that the receiving party has complied with its obligation to return or destroy the Confidential Information.

## 19. Public Declarations

19.1. Neither party shall make any announcement, public statement, press release, or other disclosures (including via social media) to any third party concerning these GTCP, the other party's products, any agreement and/or its relationship with the other party, without the other party's prior written consent except, if required by a court of law or a regulatory body (including a relevant stock exchange), in which case the disclosing party to the extent practicable, shall first consult with and take into account the reasonable requirements of the other party.

19.2. In particular, in case of a Crisis (as defined in Article 20): (a) Supplier shall not make any public statement, communication or press release, without Danone's prior written consent; and (b) any public statement or communication or press release relating to the Crisis or generally the relationship with Danone, must be approved in writing by Danone before it is made public.

## 20. Crisis Management

20.1. For the purpose of these GTCP, a "Crisis" means any situation in which the image, reputation or interests of Danone, its brands, or its assets may be threatened, impaired, or otherwise negatively affected, and where the situation may become known to the general public, customers, consumers, or other external parties.

20.2. In the event of a Crisis:

- The Supplier shall immediately inform Danone in writing of the situation and provide all relevant information of which it is or becomes aware;
- The Supplier shall cooperate fully with Danone and strictly follow any guidelines or instructions issued by Danone in relation to the management of the situation;
- The Supplier shall refrain from making any public statements or taking any action in connection with the situation without Danone's prior written consent; and
- The Supplier shall provide Danone with all reasonable assistance to mitigate or resolve the situation, including by taking corrective measures proposed or approved by Danone.

20.3. Danone reserves the right to take the lead in the management and communication of any such Crisis, and the Supplier shall ensure full and immediate cooperation of its personnel and representatives.

## 21. Danone's Code of Conduct and Sustainability Principles

The Supplier agrees to comply with:

- the principles of Danone's Code of Conduct for Business Partners and Sustainability Principles (Appendix 1), as amended from time to time and made available at <https://www.danone.com/be/nl/legal-pages/compliance.html> and
- the Danone Belux Supply Chain Principles and the Danone Belux Quality Principles, as amended from time to time and made available at <https://www.danone.com/be/nl/legal-pages/algemene>



[verkoopsvoorwaarden.html](#).

## 22. Danone Baby Formula Marketing Standards

22.1. Danone supports the World Health Organization's global public health recommendation calling for exclusive breastfeeding for the first six months of life and continued breastfeeding along with the introduction of safe and appropriate complementary foods thereafter. Accordingly, Danone believes that breastfeeding is the best nutrition for infants and young children and should never undermine the decision to breastfeed. Supplier represents and warrants to Danone that it has carefully reviewed and understands, agrees, respects and shall comply with [Danone Baby Formula Marketing Standards \("BFMS"\)](#). For the purposes of complying with the BFMS, Supplier represents and warrants that it shall fully act in conformity with and shall not do anything by action or omission that could be in breach of this BFMS, or that could lead Danone or any of its personnel/employees to be in breach of this BFMS. Danone is entitled to amend and update the BFMS from time to time which is available on [Danone.com](#).

## 23. Special Provisions for the Delivery of the Products

23.1. In addition to the general provisions of these GTCP, the special provisions set out in Articles 2323 to 29 0 until Article shall apply to the delivery of Products. In case of any inconsistency between these special provisions and the general provisions above, these Product-related provisions shall prevail with respect to the delivery of Products.

## 24. Packaging and Delivery Requirements

24.1. The delivery of the Products, including packaging, identification, dispatch, and transport, shall be carried out in strict accordance with Danone's instructions.

24.2. The Products shall be packed, protected and secured in such manner that they will not be damaged during transportation, handling or storage, and shall be properly marked and identified in accordance with all applicable laws and regulations. This includes, where relevant, compliance with the specific rules for the transport of food products or dangerous goods as relevant, as well as with any additional requirements notified by Danone.

24.3. Unless otherwise agreed in writing, the Supplier shall take back all packaging materials delivered to Danone at no cost to Danone.

24.4. All (re)packaging materials for Food Products, and any packaging that comes into direct contact with such Food Products, shall be food-grade and comply with all applicable European and national legal provisions relating to materials and articles intended to come into contact with Food Products. Such packaging shall be of hygienic quality and free from any foreign objects or contaminants, including but not limited to metal, glass, wood or plastic fragments.

24.5. The Supplier warrants that the (re)packaging of the Products shall be safe for use and handling by Danone's personnel and shall be as environmentally sound as reasonably possible, taking into account applicable sustainability standards and regulations.

24.6. All pallets and transport materials used for the delivery of the Products shall be in good physical and bacteriological condition, free from contamination and fit for their intended purpose.

## 25. Risk and Title

25.1. Title to, and risk of loss or damage to, the Products shall pass to Danone upon delivery in accordance with Article 5.

## 26. Warranties for Products

26.1. The Supplier undertakes and warrants that all Products supplied under these GTCP, any applicable Purchase Order or agreement entered into thereunder shall: (a) be of merchantable quality, fit and safe for their intended purpose and use and conform in all respects to the specifications, drawings, samples, formulas, and other descriptions provided or approved by Danone; (b) be of good material, design, and workmanship, and manufactured, stored, handled, and delivered with the highest professional care, consistent with best-in-class industry standards; (c) be free from any defects in design, material, or workmanship, and from any contamination, adulteration, or foreign matter, whether visible or hidden; (d) comply with all applicable laws, regulations, and official standards, including those relating to product safety, health, environmental protection, labelling, traceability, and consumer protection, as applicable in the country of delivery, and intended use; (e) have been manufactured, processed, packaged, stored, and transported in strict compliance with all applicable food safety, hygiene, and quality regulations; (f) not infringe, nor cause Danone to infringe, any Intellectual Property rights or other proprietary rights of third parties; (g) be free from any liens, claims, or encumbrances of any kind and be transferred with full and unencumbered title; (h) include all necessary instructions, documentation, certifications, and safety information required for the proper use, handling, and storage of the Products; and (i) be supplied with adequate shelf life as reasonably required by Danone, and in any event, not less than two-thirds (2/3) of their total shelf life, unless otherwise specified in the applicable Purchase Order or Danone specifications.

26.2. For "Food Products", meaning any foodstuff, as defined under the EU Regulation on the general principles and requirements of food law (EC) No. 178/2002, the Supplier shall warrant that such Food Products shall be and remain fit for consumption, merchantable, and compliant with all applicable laws and specifications until the end of their agreed shelf life or "best before" date, as specified in these GTCP, or the applicable Purchase Order or as otherwise agreed with Danone.

26.3. For "Packaging Materials" and/or "Food Contact Materials" meaning any materials and articles supplied under these GTCPS that are intended, or can reasonably be expected, to come into contact with food, the Supplier warrants that such materials and articles shall be and remain compliant with all applicable laws and regulations relating to materials and articles intended to come into contact with food (including, without limitation, Regulation (EC) No 1935/2004, Regulation (EC) No 2023/2006 (GMP) and, where applicable, Regulation (EU) No 10/2011 on plastic materials and articles, as amended from time to time, and any applicable national measures).

26.4. The warranties set out in this Article shall apply equally to any replacement, repaired, substituted, or remedial Products supplied by the Supplier.

## 27. Rectification or Replacement of Products

27.1. Without prejudice to any other rights or remedies available to Danone under these GTCP, any applicable Purchase Order or agreement, or at law, if any Product supplied by the Supplier is found to be defective or non-conforming with these GTCP, the applicable Purchase Order, or agreement, the Supplier shall, at its own cost and without undue delay, at Danone's reasonable request:

- Rectify the defect or non-conformity; or
- Replace the defective or non-conforming Products with Products that fully comply with the contractual requirements; or
- Refund to Danone the price paid for the defective Products; or
- Apply a price reduction.

27.2. Rectification, replacement or refund shall be completed within a reasonable period, taking into account the nature of the Products and the urgency of the delivery as agreed with Danone, and in any case shall not exceed fourteen (14) calendar days from Danone's written notification of the defect, unless otherwise agreed in writing between the Parties.

27.3. All costs and expenses relating to or arising from such rectification, replacement, or refund, including without limitation transportation, dismantling, reinstallation, packaging, disposal, and inspection costs, shall be borne exclusively by the Supplier.

27.4. Any rectified or replaced Products shall be subject to the same warranties and guarantee periods as originally supplied, and such periods shall recommence upon delivery of the rectified or replaced Products.

27.5. If the Supplier fails to remedy the defect or non-conformity within the period specified in accordance with this Article, Danone may without prejudice to its other rights, procure equivalent Products from a third party or perform the necessary rectification itself, at the Supplier's cost and risk.

## 28. Business Continuity Plan

28.1. Supplier shall have a business continuity plan in place to cover any unexpected event that might prevent Supplier from fulfilling its obligations towards Danone and particularly its ability to supply the Products or Services to

Danone. The business continuity plan, which shall be mutually agreed between Danone 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 or Services to Danone. Supplier guarantees that when the business continuity plan is activated, Supplier shall be able to meet the Purchase Orders placed by Danone and make every effort to secure supply and service levels on subsequent Purchase Orders placed by Danone 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 Danone. Failure to maintain business continuity plan can be considered a breach of the terms and conditions hereunder and Danone is entitled to claim damages arising as a consequence of the same. Danone reserves the right to audit Supplier's compliance with the business continuity plan, upon giving reasonable notice. The Supplier shall cooperate with such audits and provide all necessary documentation and access to facilities.

## 29. Traceability

29.1. The Supplier shall create, maintain and keep up-to-date product specifications with respect to the Products, which shall at least include, but not be limited to: weight, GN-code (Intrastat-code and/or customs code), mode of transport (road, rail or waterway). The Supplier agrees to use identification codes on the Products from which the manufacturer as well as the production date, production batch and other relevant data can be easily identified and to maintain proper records of the Products. The Supplier shall provide a copy of the product specifications to Danone upon first request.

29.2. The Supplier will set up, implement, and maintain a comprehensive upstream and downstream traceability system covering at a minimum (a) all raw materials, including those supplied by its subcontractors and/or sub-suppliers; (b) all packaging materials, including those supplied by its subcontractors and/or sub-suppliers; (c) all stages of the production and packaging process, including those performed by its subcontractors and/or sub-suppliers; and (d) all stock-keeping, storage, and delivery ("Traceability System"). The Traceability System shall be up-to-date, and comply with all applicable laws, regulations, and industry standards relating to traceability, food safety, and product integrity.

29.3. The Supplier shall grant Danone with access and copies of all information in the Supplier's Traceability System upon Danone's reasonable request. Where required from the Supplier or Danone under applicable law (including but not limited to law related to the EU Corporate Sustainability Due Diligence Directive 2024/1760, the EU Deforestation Regulation 2023/1115 and/or similar legislation), the Supplier shall perform due diligence on its supply chain and provide Danone with periodic and other updates and notifications, documentation or certifications as required to ensure Danone's and the Supplier's compliance with applicable law.

## 30. Special provisions for the delivery of Services

30.1. In addition to the general provisions of these GTCP, the special provisions set out in Articles 30 to 36 shall apply to the provision of Services. In case of any inconsistency between these special provisions and the general provisions above, these Service-related provisions shall prevail with respect to the performance of Services.

## 31. Date of Completion, Service Milestones and Service Levels

31.1. The date of completion of the Services shall be as specified in the applicable Purchase Order or the agreement thereunder, or as otherwise notified by Danone to the Supplier. The Supplier shall also comply with any deadline for completion of specific parts of the Services ("Service Milestones"), if any as further detailed in the relevant Purchase Order or agreement, or otherwise communicated in writing by Danone.

31.2. Supplier acknowledges that the performance of the Services constitutes an obligation of result.

31.3. Supplier shall implement and operate adequate monitoring and reporting tools to track the performance of the Services and compliance with all applicable service levels. Supplier shall provide Danone with periodic performance reports at the frequency and in the format reasonably requested by Danone.

31.4. Time shall be of the essence with respect to the completion of the Services and compliance with any applicable Service Milestone. Without limiting any other rights and remedies available to Danone under these GTCP, any applicable Purchase Order or agreement, or at law, failure by the Supplier to meet any agreed date of completion or Service Milestone shall constitute a material breach of these GTCP, and shall automatically result in the application of the lump-sum compensation in accordance with Article 5.4.

## 32. Personnel

32.1. The Supplier will ensure that all Supplier's employees, agents and subcontractors who from time to time perform any of the Supplier's obligations under these GTCP, and any Purchase Order or agreement concluded thereunder ("Supplier's Personnel") are and remain throughout the term of the applicable Purchase Order or agreement suitably qualified, equipped, adequately trained and capable of providing the applicable services in respect of which they are engaged and that there is an adequate number of Supplier Personnel to provide the services properly.

32.2. The Supplier will be fully responsible for national insurance contributions in relation to Supplier Personnel and for the discharge of any income tax and VAT liability arising out of the remuneration for the Services provided by the Supplier under these GTCP, and any applicable Purchase Order or agreement concluded thereunder.

32.3. The Supplier shall promptly replace any Supplier Personnel who have, or for whom there are reasonable grounds to believe that they have, failed to perform their duties with the required skill, care and diligence. After their removal, the Supplier will ensure that person is replaced promptly with another person with the necessary training and skills to meet the requirements of these GTCP, and any applicable Purchase Order or agreement concluded thereunder.

32.4. In providing the Services hereunder, none of the Supplier Personnel shall be considered employees or agents of Danone, and none of the Suppliers Personnel shall be eligible or entitled to any compensation, benefits, perquisites or privileges (including severance) given or extended to any employees of Danone.

32.5. The Supplier shall be responsible for ensuring that all Supplier Personnel performing services for Danone fully comply with all applicable company rules, site regulations, and safety procedures in force at the location where the services are performed. The Supplier shall take all necessary measures to ensure such compliance and shall be liable for any breach thereof by its Supplier Personnel.

32.6. The Supplier shall be responsible for, and shall indemnify, defend and hold harmless Danone from and against any and all losses, claims, damages, liabilities, costs and expenses (together "Losses") incurred by Danone in connection with any Suppliers Personnel claiming that their employment contract has automatically transferred to Danone upon the expiration or termination of any applicable Purchase Order or agreement.

## 33. Duty to rectify or re-perform

33.1. Without limiting any other warranty or liability of the Supplier, whether expressed in these GTCP, any applicable Purchase Order or agreement, or implied by statute or generally at law, where the Services do not meet one or more of the requirements set out in these GTCP, any applicable Purchase Order, or agreement entered into pursuant hereto, the Supplier shall at Danone's reasonable request (a) re-perform the Services within a reasonable time frame specified by Danone, which shall in no event exceed thirty (30) calendar days from notification by Danone and at no cost of Danone; or (b) where Danone so elects, compensate Danone for the reasonable costs incurred by Danone in re-performing, rectifying, or procuring the re-performance or rectification of the Services by a third party; or (c) apply a price reduction.

## 34. Warranties for Services:

34.1. The Supplier undertakes and warrants that all Services performed under these GTCP shall be (a) of a good quality and workmanship, and be performed with the highest professional skill, care, and diligence, consistent with best-in-class industry standards; (b) be performed by properly qualified, trained, and experienced personnel; (c) be executed in strict conformity with these GTCP, any applicable Purchase Order or agreement, and all specifications, instructions, and requirements provided by Danone; (d) be fit for their intended purpose, both for the ordinary use for which such Services are supplied and for any specific purpose disclosed by or reasonably foreseeable to Danone; (e) comply with all applicable laws, regulations; and official standards in force in the country where the Services are to be performed or used; (f) not infringe, nor cause Danone to infringe any Intellectual Property Rights of third parties; and (g) be performed only after the Supplier has obtained, at its own expense, all necessary consents, licenses, approvals, or authorizations required for the lawful performance of the Services.

34.1.1. The warranties under this Article shall apply equally to any replacement, re-performed, substitute or remedial



Service provided by Supplier.

**35. Digital tools**

- 35.1. As part of the Services, the Supplier may use computer and digital tools ("**Digital Tools**") including but not limited to digital creation and adaptation tools (e.g., image editing software, video-editing software, 3D modelling software), generative artificial intelligence ("**Generative AI**") or other forms of artificial intelligence ("**AI Tools**").
- 35.2. The Supplier shall provide the Purchaser with written notice in advance of any intended use of Generative AI or AI Tools in connection with the Services. Such notice shall specify the nature and scope of the intended use, including a description of the tools, purposes, and data involved. The Supplier shall not use Generative AI or AI Tools in connection with the Services without the Purchaser's prior written consent, unless otherwise agreed in writing.
- 35.3. The Supplier undertakes to (a) take all appropriate precautions to preserve the confidentiality of Danone's information and data when using Digital Tools that are not owned, controlled, or operated by the Supplier, and to ensure that such tools originate from reputable and trustworthy providers offering adequate privacy and security safeguards; (b) refrain from entering or uploading any of Danone's confidential or personal data, information, or materials into publicly accessible or externally hosted Digital Tools, including Generative AI or AI Tools, unless expressly authorized in writing by Danone; (c) ensure that any prompts, training data, or other input provided into Digital Tools do not disclose or reproduce any confidential, proprietary, or personal information of Danone; (d) take adequate measures to prevent any Digital Tools used in connection with the Services from learning from or retaining Danone's data, information, or deliverables; and (e) ensure full compliance with all applicable laws and regulations on confidentiality, cybersecurity, intellectual property, and data protection (f) ensure that any reduction in costs, labour or time resulting from the use of AI is fully and transparently passed on to Danone through proportional and immediate adjustment in the pricing of the Services. Danone shall in no event be charged the same fees as would apply if the Services were performed without AI.

**36. Transfer of risk and ownership**

- 36.1. The transfer of risk and ownership takes place at the time of provisional acceptance of the Services or, in the absence thereof, at the time of delivery, unless otherwise expressly agreed. The transfer of ownership of the materials used in the works shall take place at the time of delivery or incorporation of the relevant materials.

**37. Miscellaneous**

- 37.1. The Supplier cannot delegate, assign, subcontract or transfer any of its rights or obligations under these GTCP and any Purchase Order or separate agreement thereunder, either in whole or in part, including by way of operation of law (such as in case of merger, split or contribution or transfer of a branch of activity) to any third party or any affiliate(s) without the prior written consent of Danone. Notwithstanding the foregoing, the Supplier may transfer and/or pledge a claim on Danone to a third party, subject to a notification in writing to Danone.
- 37.2. Danone can delegate, assign, subcontract or transfer any of its rights or obligations under these GTCP and any Purchase Order or separate agreement thereunder, either in whole or in part, to any of its affiliates without the Supplier's consent upon written notice to the Supplier. The Supplier hereby agrees to co-operate in advance to any such delegation, assignment, subcontracting or transfer of rights or obligations.
- 37.3. A term or part of a term of these GTCP that is found to be illegal, invalid or unenforceable shall not affect the remaining terms or enforceable parts of the term in question, subject, however, to the operation of this clause not negating the essential commercial and other aspects of these GTC, and any separate agreement thereunder. Moreover, in this case, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 37.4. The Supplier is an independent contractor. None of the provisions of these GTCP and any Purchase Order or separate agreement thereunder shall be interpreted as indicating the intent of the parties to form a company, association or joint venture. Neither party shall be regarded as a representative, agent, attorney-in-fact or employee of the other party.
- 37.5. These GTCPs, together with any applicable Purchase Orders and separate agreements referenced herein, constitute the entire agreement between the parties and supersede all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter hereof.

**38. Applicable law and jurisdiction**

- 38.1. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these GTCP, and any Purchase Order(s) or agreements thereunder, shall be governed by and construed in accordance with the law of the country where the relevant Danone entity that acts as the Danone for the relevant transaction has its registered office, without giving effect to any other choice of law or conflict-of-laws rules or provisions that would cause the laws of any other jurisdiction to be applicable. Applicability of the Vienna Convention on the International Sale of Goods (CISG) is expressly excluded.
- 38.2. Any dispute, controversy or claim arising out of or relating to these GTCP and any Purchase Order(s) or agreements thereunder, including its interpretation, validity, enforcement, performance or termination, or to a breach hereof, or concerning any matters of extra-contractual and/or tort liability, if any, arising out of or in relation to these GTCP, and any Purchase Order(s) or agreements thereunder, which cannot be resolved amicably, shall be submitted to the exclusive jurisdiction of the courts of the judicial district of the country where the relevant Danone entity that acts as the Danone for the relevant transaction has its registered office, without prejudice to the right of Danone to initiate proceedings before the courts of the place where the Supplier has its registered office.
- 38.3. Where more than one Danone entity is party to, referenced in, or otherwise involved in the performance of these GTCP, any Purchase Order or agreement concluded hereunder, each such entity shall be solely liable for its own obligations thereunder. No Danone entity shall be deemed to be jointly or severally liable with any other Danone entity.



## APPENDIX 1 – DANONE’S SUSTAINABILITY PRINCIPLES

### A. OBLIGATIONS OF THE PARTIES

- a.1. Danone’s Sustainability Principles (hereinafter referred to as “DSP” and outlined in details below in section 2 of this appendix) are structured around three pillars:
- The Fundamental Social Principles
  - The Fundamental Environmental Principles and
  - The Business Ethics Principles.
- a.2. DSP are the minimum requirements accepted by the Parties and that the Supplier must meet in its operations and must include in its contracts with its subcontractors performing work under the Contract.
- a.3. The Supplier makes its best efforts to implement the DSP within its supply chain by incorporating similar obligations into its agreements with its own suppliers and requiring them to include these comparable obligations in their contracts with their respective suppliers.
- a.4. The Parties apply the highest standard between the DSP and the applicable law or regulation without prejudice that in case of a conflict, the local law or regulation will prevail over the DSP.
- a.5. The obligation to meet DSP regarding Fundamental Environmental Principles is subject to the materiality of each DSP for the Supplier’s activity. The materiality is determined by assessing (i) the impacts of the Supplier’s activities on people and the environment, and (ii) the risks to the Supplier’s business and its opportunities for positive impact. For example, a Supplier providing legal service can assess its impact on water as non-material and therefore consider as non-material the corresponding Fundamental Environmental Principle.
- a.6. Unless otherwise specified by Danone, the Supplier will share site-level information and complete a self-assessment questionnaire regarding its sustainability performance, by registering on the Sedex (Supplier Ethical Data Exchange) platform, the Ecovadis platform and/or an alternative platform, at its own expenses, and maintain their information updated for the duration of the contract.
- a.7. Danone may request with prior notice the performance of an audit, without exceeding one audit per year. Audits are conducted by independent third Parties at the Supplier’s production sites or the production sites of subcontractors who perform work under the contract, under internationally recognized audit standards, at Supplier’s own expenses, to verify the compliance with the DSP by the Supplier and its subcontractors. As a member of AIM-Progress, Danone is committed to mutually recognize audits commissioned by peer member companies.
- a.8. If a breach is identified in the supply chain related to the products or services supplied under the contract, the Parties will discuss a corrective action plan. If (i) the Parties cannot agree on a corrective action plan, or (ii) the Supplier fails to implement its obligations under the corrective action plan, partly or fully within agreed timetable, and is not able to demonstrate reasonable cause for this failure or if the breach of DSP by Supplier occurs repeatedly, then Danone will be entitled to terminate the contract in the conditions of its termination article.
- a.9. Danone strongly encourages the Supplier to have effective grievance mechanisms in place and duly communicated to their workers (and their representatives, where they exist) to raise concerns related to DSP or workplace. Danone also makes DANONE ETHICS LINE [www.danoneethicsline.com](http://www.danoneethicsline.com) available for Suppliers’ employees and workers, communities and other stakeholders to report actual or suspected breaches of the DSP or the contract, by phone or online available at [www.danoneethicsline.com](http://www.danoneethicsline.com). Reports can be submitted confidentially and anonymously (where permitted by law) without retaliation against anyone who reports a genuine concern. All cases relating to Danone will be appropriately investigated and, where breaches are found, appropriate actions will be taken.

### B. SUSTAINABILITY PRINCIPLES

#### b.1. Fundamental Social Principles

- b.1.1. No child labour: all workers are of an appropriate age

All forms of unlawful employment or exploitation of children are prohibited. The Supplier must not employ children under the age of fifteen (15) and must implement robust age verification checks at all times to ensure this policy is upheld. If local law sets a higher minimum working age or compulsory schooling is to a higher age, this limit applies. This guidance is subject to exceptions recognized by the International Labor Organization. Young persons under 18 years of age must not be hired for positions that include hazardous work, night work or that interfere with normal educational activities. If children are found working, directly or indirectly, the Supplier must implement a remediation plan, develop, or participate in and contribute to policies and programs that put the best interests of the child first and enables the child to access appropriate education until reaching 15 years of age, or the age of compulsory education in the country.

- b.1.2. No forced labour, slavery and human trafficking: work is conducted on a voluntary basis

All work must be conducted on a voluntary basis, and not under threat of any penalty or sanctions. All forms of forced labour are prohibited, including any form of prison, trafficked, indentured, or bonded labour. In particular:

- a. 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 or other form of identity papers and valuable possessions, threat of reporting illegal workers to the authorities or the menace of any form of penalties;
- b. No worker should pay for a job. Fees and cost associated with recruitment, employment and termination should be paid by the employer, not the employee (Employer Pays Principle);
- c. 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.

- c.1.1. No discrimination: all workers are treated equally and with respect and dignity

The Supplier must treat all workers with respect and dignity. No person shall be subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group, or ethnic origin.

- c.1.2. No harassment and abuse: fair treatment of workers

The Supplier must not engage in, support, or tolerate the use or threat of corporal punishment, mental or physical coercion, bullying, harassment, including sexual harassment, or abuse of any kind.

- c.1.3. Freedom of association and right to collective bargaining

The Supplier must respect the right to join or form a labour union in accordance with the law without fear of reprisal, intimidation, or harassment. Where workers are represented by a legally recognized union, the Supplier should be committed to establishing a constructive dialogue with the union’s freely chosen representatives and bargaining in good faith with such representatives.

- c.1.4. Health, safety and wellbeing at work

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

As a minimum, the company must provide employees with training, drinking water, clean toilets in adequate number, adequate ventilation, emergency exits, proper lighting, rest breaks and access to medical care. For workers working outside, such as agricultural workers, risk assessments should include a review of frequency of breaks and shade for workers in high intensity, high or low heat for long duration of time situations.

The Supplier should make efforts to increase awareness and understanding of stress by the Supplier, its employees, and their representatives, and to look for ways of working that reduce factors that generate stress.

- c.1.5. Working hours for all workers are reasonable

The Supplier should ensure working hours, excluding overtime, are defined in workers contracts and are in compliance with the law and international standards. All overtime should be voluntary and used responsibly, considering all the following: worker safety, the extent, frequency, and hours worked by individual workers and the workforce as a whole. Overtime should not be used to replace regular employment and should always be compensated at a premium rate, as legally required, either monetarily or through time off compensation schemes. A minimum of 24 consecutive hours of rest should be provided in every 7-day work period. If allowed by law, 48 consecutive hours of rest in every 14-day work period are provided.

- c.1.6. Pay: all workers are paid fair wages

The Supplier must ensure that no wage is lower than the applicable legal minimum or standard pay practices in the industry or the country and workers are paid a decent wage, as compared to standard pay practices in the industry or the country. All workers receive and understand their pay slip.

- c.1.7. Diversity and inclusion

The Supplier is expected to promote a positive culture of inclusion and encourage diversity at all business levels to be representative of local population.

- c.1.8. Land rights of communities and indigenous people

The Supplier will ensure the rights and title to property and land of the individual, indigenous people and local communities are respected. All negotiations with regard to their property or land, including the use of and transfers of it, adhere to the principles of free, prior, and informed consent (FPIC), contract transparency and disclosure.

#### c.2. Fundamental Environmental Principles

- c.2.1. Biodiversity

The Supplier is required to adopt an approach to preserving biodiversity in their operations and supply chains. Depending on the industry, the Supplier is expected to understand their organization’s impact on biodiversity and put in place controls to minimize harm and adopt restorative/ regenerative approaches such as use of beneficial pests, field margins and other regenerative agriculture practices.

- c.2.2. Deforestation

The Supplier is urged to adopt a Deforestation & Conversion Free commitment for their operations and supply chains that aligns with NDPE (no deforestation, no peat, no exploitation) requirements, with the Accountability Framework Initiative, and maintains high carbon stock.

The Supplier is required to provide information that supports Danone’s commitment to zero deforestation and to no land conversion of High Conservation Value (HCV) lands, such as GPS coordinates of the origin ingredients according to Danone’s Forest Policy.

- c.2.3. Circularity (waste & plastics)

Danone wants to partner with businesses to co-build a circular economy of packaging by minimizing the amount of product and transit packaging supplied, as well as increasing the reusability, recyclability, compostability and recycled content of packaging material. The Supplier is urged to contribute to packaging collection, sorting, and recycling solutions to mitigate packaging materials ending up in landfill or as litter.



Food waste should be monitored and minimized and processes continuously optimized; where possible food surplus should be re-purposed or redistributed.

#### c.2.4. Water

The Supplier is expected to adopt a water strategy which aligns with preserving water resources, driving water circularity (reduce, reuse, recycle) and ensuring operations do not negatively affect access to safe potable water for the community.

#### c.2.5. Climate change & greenhouse gases emissions

In line with Danone's commitment to be a Net Zero business by 2050, the Supplier is expected to measure and minimize their direct and indirect greenhouse gas emissions of their different activities. That means decreasing energy consumption, increasing the use of renewables, and applying regenerative agriculture practices. The Supplier shall optimize transportation to reduce fuel consumption.

#### c.2.6. Environmental management

The Supplier is required to implement a recognized environmental management system to identify, minimize and mitigate environmental impacts. The Supplier must ensure they have obtained all the necessary legal environmental permits required for operations, including those for use and disposal of water and waste. This should include measuring its transported, imported, and hazardous wastes according to the Basel Convention.

Hazardous materials, chemicals and dangerous substances shall be safely stored, handled, recycled, reused and disposed of per manufacturer's recommendations.

Only legally authorized chemical substances shall be used. The Supplier is required to reduce the use of chemicals, veterinary residues and fertilizers and exclude the use of chemicals and fertilizers which are hazardous to people's health.

#### c.2.7. Animal welfare

Suppliers who provide animal products (i.e., milk, meat, fish, eggs), either as ingredients or as part of finished or semi-finished products, shall comply with the five freedoms of the World Organization for Animal Health, to protect the welfare of the animals. The Supplier should ensure good husbandry systems and practices to prevent occurrence of diseases so as to minimize the use of veterinary drugs. Eggs must be at minimum cage-free.

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.

### c.3. Business Ethics Principles

#### c.3.1. Selection process and conflict of interest

Danone reserves the right to conduct integrity screening including any due diligence on the Supplier, as part of its selection process.

The Supplier is required to declare in writing any potential conflict of interest prior to the start of the selection process.

#### c.3.2. Anti-bribery and corruption, anti-fraud, money laundering, competition law and international trade sanctions

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

At Danone we have a zero-tolerance stance on bribery and corruption. The Supplier shall not engage in any form of bribery (including facilitation payments) or corruption in order to obtain an unfair or improper advantage, whether actual or perceived.

The Supplier shall not participate in activities which could be seen as impeding competition. The Supplier shall not have dealings with restricted parties and will ensure the necessary screening of any related party and shall comply with all applicable international trade sanctions laws.

#### c.3.3. Gifts and Hospitality

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

#### 2.3.4 Personal Data Protection

Personal data must be collected, processed, stored, and shared lawfully, fairly, and transparently, with appropriate technical and organizational measures to ensure its security and confidentiality. The Supplier shall process personal data solely for legitimate business purposes, limit access to authorized personnel, and ensure data subjects' rights are respected.



## APPENDIX 2 – THIRD PARTY CYBERSECURITY RISK MANAGEMENT

1. The Supplier shall implement and maintain cybersecurity measures consistent with generally accepted industry best practices and internationally recognized standards such as ISO/IEC 27001 or equivalent to ensure a mature, robust level of protection aligned with Danone's cybersecurity requirements, safeguarding the confidentiality, integrity, and availability of Danone's data and services.
2. The Supplier must: (i) treat all Danone Data with the highest degree of care; (ii) implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Danone Data, in accordance with industry best practices and applicable data protection laws. For the purpose of this clause, "Danone Data" includes all documentation, data, files, and information provided by Danone, or created or derived from such materials, regardless of format.
3. The Supplier must establish and maintain an incident handling policy defining the roles, responsibilities, policies and procedures for detecting, analysing, containing and responding to, recovering, documenting and reporting incidents in a timely manner.
4. Supplier must no later than twenty-four (24) hours after becoming aware of, or suspecting a Security Incident, notify Danone and provide: (i) An assessment of whether Danone Data have been exposed to unauthorized access, loss, destruction, corruption or modification; (ii) A response plan detailing actions to mitigate risks.
5. The Supplier must also maintain adequate cyber insurance covering data loss, corruption, disclosure, theft, media and content liability, network security failures, regulatory fines, notification costs, credit monitoring, and crisis management for up to one year, including severability for intentional acts. If claims-made insurance is used, coverage must continue for two years after acceptance of the deliverables/services.