

General terms and conditions of sale Danone Nutricia Nederland B.V.

1. General

1.1. These general terms and conditions of sale ("Terms and Conditions of Sale") apply to any and all offers, purchase orders, transactions and individual sales agreements relating to the sale and delivery of products by the relevant selling Danone-entity as identified in the relevant purchase order and/or order confirmation and/or invoice ("Seller") to the purchaser ("Purchaser"). Purchaser and Seller together will be referred to as the "Parties", each separately the "Party".

1.2. In the case of any conflict between these Terms and Conditions of Sale and any separate written agreement between Seller and Purchaser concluded after the communication date of these Terms and Conditions of Sale, the provisions of the separate written agreement shall prevail.

1.3. These Terms and Conditions of Sale take precedence over any other terms and conditions of the Purchaser or its representatives, included or referred to in orders, in correspondence or elsewhere, notwithstanding any deviating provisions in such terms and conditions. Any deviations in relation to these terms and conditions require the prior written approval of the Seller. By placing an order, the Purchaser expressly acknowledges and accepts the applicability of these Terms and Conditions of Sale. The Seller hereby explicitly rejects the applicability of any general terms and conditions of the Purchaser or its representatives, regardless of whether such terms are included or referred to in purchase orders, correspondence or otherwise, and regardless of any provision in the Purchaser's terms stating that they take precedence or apply exclusively. To the extent that Article 6:225(3) of the Dutch Civil Code would otherwise result in the Purchaser's general terms and conditions prevailing, the parties expressly derogate from that provision. The Seller's Terms and Conditions of Sale shall prevail in all cases.

1.4. Seller and Purchaser acknowledge that these Terms and Conditions of Sale take into account the economic and legal positions of Seller and Purchaser and that these are balanced, in accordance with the overall spirit of similar agreements and applicable commercial practices.

1.5. The Seller may amend or update these Terms and Conditions of Sale from time to time by posting a revised version on its website or notifying the Purchaser in writing. The version in force at the time of acceptance of the relevant order shall apply to such transaction. Continued ordering after notification of updated Terms and Conditions shall constitute acceptance of such updated version. Notwithstanding the foregoing, Seller may at any time implement amendments required by mandatory law or regulation with immediate effect.

2. Orders

2.1. Orders placed by the Purchaser (via EDI, unless otherwise agreed) are subject to the provisions included in these Terms and Conditions of Sale, and to the provisions expressly agreed upon in any agreement subsequently agreed upon by the Parties (where applicable), and can no longer be cancelled or amended after acceptance thereof by Seller unless when Parties agree on such cancellation or amendment in writing. Orders are only binding upon Seller when these are accepted or upon actual performance thereof.

2.2. Without prejudice to Seller's right to refuse any order under article 2.1., in case of an order that is abnormal compared to the usual course of business with the customer (>15% of what is normally ordered), the Seller shall use its best efforts to deliver the products, but reserves the right to refuse, suspend or spread the delivery of the order.

2.3. Seller may refuse orders if these do not meet set minimum order quantities for the relevant products.

2.4. Parties shall agree in writing in advance on the promotional forecast and the associated promotional budget. Seller shall deliver solely on the basis of the forecast submitted by Purchaser in a timely manner and confirmed by Seller. The agreed promotional budget applies solely to the forecasted volume. Higher sales volumes shall not entitle Purchaser to any increase of the promotional budget, unless expressly agreed otherwise in writing.

3. Pricing, invoicing and payment

3.1. Notwithstanding an explicit written and signed agreement to the contrary or indicated as such in documents originating from the Seller, the price for the goods does not include VAT, taxes, import duties, other government levies or the return of packaging, all of which are payable by Purchaser. Such taxes and levies shall be borne by the Purchaser unless expressly otherwise agreed in writing. For the avoidance of doubt, VAT, taxes, import duties and other government levies shall be excluded from the net invoice value and shall under no circumstances be included in the basis on which any commercial conditions, bonuses, rebates, discounts or similar advantages (if any) are calculated and paid out.

3.2. Seller has the right to adapt its price list/tariff at any moment in time. In that case, the new price list/tariff will be applicable within two (2) months after communication thereof. This term may be shortened in case of Force Majeure, a change of relevant applicable laws/taxes or in case of increases of labor costs, raw material prices or transport costs.

3.3. If Seller and Purchaser have agreed to fix the prices for which the Purchaser can order goods during a certain period of time, and the costs for Seller to supply the goods increase due to a rise in labour costs, raw material prices, transport costs or changes in the legislation (including taxes), Seller reserves the right to increase the said fixed price(s)/tariff(s) in proportion to the increase in the cost price, on condition that it gives the Purchaser two (2) months' notice of such change.

3.4. In case of disagreement with any new price list/tariff communicated by Seller, the Purchaser has the right to terminate the related commercial conditions by the date on which the new price list/tariff enters into force, provided that a notice period of at least six (6) weeks is respected. Failure to provide timely written notice of termination shall constitute irrevocable acceptance of the new price list/tariff. For the avoidance of doubt, no price objection shall entitle the Purchaser to withhold payment of any outstanding invoices or to suspend performance of any existing orders.

3.5. Any order by Purchaser implies acceptance of the applicable price/tariff list applicable at the date of delivery.

3.6. The Seller shall use reasonable efforts to invoice the order promptly following delivery, and in principle within a few working days after delivery, at the prices and conditions mentioned in the order confirmation or in the price list/tariff provided by the Seller. Any delay in the issuance of an invoice shall not constitute a breach by the Seller, nor shall it entitle the Purchaser to any compensation, price reduction, suspension of payment, or extension of the payment term applicable to the invoice once issued.

3.7. Notwithstanding a written agreement to the contrary, invoices are payable into the bank account designated by Seller within 30 (thirty) days of invoice date. The payment term is

considered to be a firm deadline. Failure to pay on the deadline shall constitute an immediate default.

3.8. The Purchaser shall make all payments due without any deduction by way of set-off or counterclaim, unless agreed otherwise in writing with the Seller. No disputes between Purchaser and Seller about quality or other claims shall give the Purchaser the right to suspend payment of, or to set off any amount against, any invoice of the Seller, save that where the Purchaser has duly disputed part of an invoice in accordance with article 3.11, payment of the undisputed portion shall in any event be made in full within the agreed payment term. The existence of a dispute shall not affect the Purchaser's obligation to pay the undisputed portion, nor shall it extend the payment term applicable to it.

3.9. In case the expiry date of the invoice is a Saturday, Sunday or a public holiday, the last working day prior to the expiry date serves as the expiry date and date on which the money should be in the bank account of the Seller. Any amount owed by the Purchaser to the Seller that is not paid when due shall automatically and without prior notice give rise to (i) an obligation on the Purchaser to pay interest on such amount at a rate of 10% per annum, or if higher, at the statutory interest rate for business-to-business transactions under applicable law, and (ii) a fixed indemnity for administrative and internal recovery costs equal to 10% of the outstanding amount, with a minimum of EUR 250 per unpaid invoice, in each case without prejudice to Danone's right to reimbursement of any additional legal collection costs. The foregoing applies without prejudice to the Seller's right to claim compensation for legal and/or extra-legal collection costs arising from non-payment or the right to claim additional damages, provided that evidence of actual incurred damages is provided by Seller.

3.10. Non-payment of any invoice on the expiry date entitles the Seller to suspend any further acceptance and delivery of orders placed by the Purchaser pending full payment of the invoice. Furthermore, the reductions, bonuses and promotions allocated by Seller apply only if the Purchaser has duly respected all corresponding terms, conditions and applicable payment deadlines. Bonuses and/or reductions in favour of the Purchaser will only be owed if the Purchaser has fully complied with all relevant conditions and payment obligations towards the Seller. Bonuses and/or reductions awarded to the Purchaser shall only become payable after all amounts on which such bonuses and/or reductions are calculated have been paid in full by the Purchaser to the Seller. Any amounts remaining due from the Purchaser, including amounts incorrectly calculated by the Purchaser, shall be set off against any bonus and/or reduction amounts. The Seller reserves the right to claim repayment of any bonus and/or reduction previously deducted from the invoice in respect of such outstanding amounts, at any time.

3.11. In the case of a dispute, an objection to the invoice must be lodged and duly substantiated within seven (7) calendar days of receipt, stating the number and date of the disputed invoice. Otherwise, the invoice is deemed to have been accepted without reservation by Purchaser.

3.12. In the event that Purchaser intends to delist any of Seller's products, Purchaser shall provide Seller with prior written notice of no less than six (6) weeks before the intended delisting date. Failure to provide timely notice shall entitle Seller to claim compensation for any losses or damages incurred as a result of the untimely delisting.

3.13. Delisting of more than 15% of the product range or delistings which impact more than 15% of the (invoiced) turnover (based on the average turnover of the Purchaser during the last 12 months) entitles the Seller to review any discounts/rebates/bonuses/commercial conditions of any nature (being current and/or future, recurrent or not, discounts on annual turnover etc.).

3.14. If, in Seller's opinion, the Purchaser's creditworthiness has deteriorated prior to delivery or collection of the goods (as the case may be), Seller may require that the price of such goods be fully or partially paid prior to delivery or collection (as the case may be) or that security for payment by the Purchaser be provided in a form acceptable to Seller.

3.15. Seller is entitled to invoice orders in instalments if reasonably deemed necessary.

4. Transfer of Risk - Delivery - Defects

4.1. The goods are supplied DAP (Delivery at Place – Incoterms 2020) from the Seller's warehouse, unless Parties have agreed otherwise in writing. Delivery can never include any form of transportation or relocation of the goods within the Purchaser's commercial premises.

4.2. Notwithstanding any agreement to the contrary, and without prejudice to the retention of ownership set out in article 5.1, the liability for loss, theft, damage or potential deterioration of the goods or otherwise, is transferred to the Purchaser from the moment that the sold goods are delivered. Goods are deemed to be delivered if these are made available by Seller for pickup or unloading (= opening of the doors of the truck), depending on the applicable Incoterm. 4.3. The stated delivery times are always approximate, unless otherwise agreed upon in writing. Seller does everything within its power to fulfil the agreed delivery time. Exceeding any indicated delivery date or lead time shall not constitute a breach on the part of Danone and shall not entitle the Purchaser to claim any penalties, damages, losses, or expenses, nor to any price reduction, termination or suspension of the relevant order. However, in that case the Purchaser is entitled to request that the Delivery takes place within a reasonable timeframe.

4.4. The Purchaser shall immediately inspect the goods upon delivery for conformity, quantity variances and defects. Any apparent defects or non-conformities (including quantity variances and visible damage) shall be noted on the delivery documents at the time of delivery and, in any event, notified to the Seller in writing without delay and at the latest within twenty-four (24) hours after delivery. Hidden defects shall be notified to the Seller in writing within forty-eight (48) hours after discovery, and in any event within the shelf life of the goods. Goods delivered shall otherwise be deemed to conform to the order and to have been accepted by the Purchaser.

4.5. In case reported defects by Purchaser are accepted by Seller, the Seller will replace the goods within a reasonable timeframe. If this is not possible or reasonable, as per sole discretion of Seller, the Seller will credit the purchase price in full or give a price reduction as compensation to the Purchaser. Taking into account the nature of the goods and the interests of food safety, any return of goods will take place following Seller's prior inspection of the goods and written confirmation. Taking into account the nature of the goods, only goods which are in good condition and in their original packaging can be returned.

4.6. Seller does not accept any logistic penalties, deductions, chargebacks or similar charges imposed by Purchaser, whether relating to late delivery, incomplete orders, packaging non-conformities, labelling requirements or any other logistic or operational performance criteria.

5. Transfer of ownership and liability

5.1. All supplied non-fresh goods remain the property of the Seller until the moment of full payment of the invoice, the principal sum, interests, costs and compensation for damages, if

any. For the avoidance of doubt, the retention of title under this article 5.1 does not affect the transfer of risk to the Purchaser as set out in article 4.2, which occurs upon delivery irrespective of the transfer of ownership.

5.2. Pallets or other relevant packaging materials not invoiced by the Seller remain at all times the property of the Seller and must be returned in good condition to the Seller within 30 days of delivery. If not done by Purchaser, the Seller is entitled to invoice the cost to the Purchaser.

6. Resale

6.1. Purchaser is entitled to resell and deliver products supplied by the Seller, provided that the following are taken into account: (1) it shall at all times keep the goods in a good and readily saleable condition and handle the Products with the required care and not commit or perform any act or omission which may affect the quality of the safety of the goods; (2) shall not use the goods in any way that may detrimentally affect the reputation of Seller; (3) is solely responsible for issuing any compulsory notices and respecting other applicable legislation; (4) the Purchaser and its client, when operating in the capacity of a business, agree by means of a contractual clause that the latter must fulfil the obligations stated under 6.1(1-3) in the case of further resale.

6.2. The Purchaser shall not, without the prior written consent of the Seller, sell or pass on the products, directly or indirectly to any person based outside the European Economic Area ("EEA"), nor make the goods available to any person based outside the European Economic Area ("EEA"), whom the Purchaser reasonably knows or should know will try to export the products directly or indirectly outside the EEA for resale.

6.3. The Seller warrants that the quality, content, packaging and labelling of all goods delivered by it are compliant with the relevant legislation such that they may be placed on the market in the Netherlands. If the Purchaser markets or resells the goods outside the Netherlands, the Purchaser shall be solely responsible for, and warrants to the Seller, compliance with all applicable local laws and regulatory requirements, including without limitation quality, content, packaging, labelling, allergen declarations, language, food information and other market-specific requirements, as well as for the payment of any taxes, duties, levies or other fiscal charges imposed on the goods in such market. The Purchaser shall indemnify and hold the Seller harmless against any claims, losses or costs arising from non-compliance in such markets, and the Seller shall have no liability for such non-compliance.

7. Guarantees and liability

7.1. Except where expressly agreed in writing by an authorised representative of the Seller in relation to a specific order, the Seller does not provide any guarantees or warranties, whether express or implied regarding the suitability of the goods for a particular purpose or use. All other guarantees or warranties, including any implied warranties of merchantability, fitness for a particular purpose, or satisfactory quality, are hereby excluded to the maximum extent permitted by the applicable law.

7.2. The Purchaser must at all times use, handle and store the goods responsibly and observe correctly and strictly all of the Seller's user and maintenance instructions.

7.3. Any alteration to the nature or composition of the goods, any partial or full damage, or any unpacking of the goods after delivery shall, to the extent permitted under applicable law, void any warranty and any right of the Purchaser to make a claim against the Seller, given the nature of the good.

7.4. Seller is not liable towards the Purchaser under these Terms and Conditions of Sale, or any agreement or order, for any loss of revenue, loss of profit or forecasted profit, loss of turnover, contracts or goodwill or reputation, loss of expected savings, loss, damage or destruction of data or any other form of *lucrum cessans* or indirect consequential damage of any type, regardless of how such damage or loss is incurred. Seller shall also not be liable for damages resulting from abnormal storage or transportation conditions, intentional damage, negligence, abuse, accident by Purchaser, or damages otherwise caused by the Purchaser.

7.5. Nothing in this Article 7, or these Terms and Conditions of Sale, or any agreement between Seller and Purchaser will exclude or limit the liability of either Party in relation to the other Party in case of (i) fraud, wilful misconduct (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) of that Party or of its managerial staff, (ii) personal injury or death, (iii) mandatory product liability under Articles 6:185 et seq. of the Dutch Civil Code, or (iv) any other liability that may not be excluded or restricted under applicable mandatory law.

7.6. Seller's liability for any damage or loss caused by breach of contract, tort or breach of statutory obligations, will, in any event, be limited to the price paid by the Purchaser for the goods that have led to the damage or loss.

7.7. The Seller hereby excludes any extra-contractual liability related to the formation, performance, and termination of this agreement with respect to any other party and the directors, employees, shareholders, and direct or indirect auxiliary persons of such other party and its affiliated persons to the fullest extent permitted by law (including gross negligence).

7.8. The Parties confirm that the limitation and exclusion of liability set out in this article are an essential element of the commercial balance between them and have been taken into account in determining the pricing and remuneration terms applicable to the order, sales agreement or any other transaction governed by these Terms and Conditions of Sale.

7.9. The Purchaser warrants that it is not a sanctioned party, complies with all applicable sanctions regimes (including those of the UN, EU, UK, US and other national authorities), conducts appropriate due diligence on any vessels used in connection with the sold goods and maintains internal compliance measures. In the event of any (imminent) sanctions risk, the Purchaser shall immediately notify the Seller. Any breach of these obligations shall constitute a material breach of the agreement, entitling the Seller to suspend or terminate the agreement with immediate effect and without liability, with the Purchaser fully indemnifying the Seller against all resulting losses and costs.

8. Recall/withdrawal

8.1. Should Seller decide to recall/withdraw the supplied goods, i.e. issue a warning to the target group for which they are intended, and potentially remove the goods from the market, the Purchaser will cooperate at no cost.

8.2. In such cases the Purchaser will be required as detailed by Seller to (1) respond to the first request of the Seller to return all goods subject to the recall initiated by the Seller or cease the distribution of the goods until further instruction given by the Seller, (2) inform the Seller which batches have been distributed to the end-consumers and (3) urgently take the measures required by Seller in order to cooperate with the recall/withdrawal in the most efficient way possible.

8.3. The Purchaser shall not voluntarily initiate or announce any recall/withdrawal of goods without prior consent of Seller.

9. Force Majeure and Hardship

9.1. Neither Party is bound to comply with its contractual obligations in the case of Force Majeure (e.g. war, partial or general strike, operational accidents, fire, machine failure, supplier bankruptcy, raw material shortage, epidemics, pandemics government decisions or actions or any other cause independent of the will of the Seller rendering production, delivery or transportation impossible). Force Majeure does not entitle the Parties to dissolve the agreement or to any form of compensation for damages, except when the non-performance of obligations continues for more than thirty (30) consecutive days, the other party may terminate the applicable contractual relationship by written notice.

9.2. The Parties expressly exclude the application of any hardship provisions. Changes in economic or business circumstances, regardless of their impact, shall not entitle either party to renegotiate the agreement.

10. Crisis Management

10.1. Crisis means a situation characterised by i) a severe breach in the Seller's operational continuity; and/or ii) a high degree of uncertainty around the state of affairs; and/or iii) the risk that the media and/or government will be involved and/or (iv) any adverse effect on the Seller's assets, image, reputation, or interests, including those of its brands.

10.2. In the case of a Crisis that arises concerning the execution of the agreement that may influence the reputation of the Seller and/or associated businesses, the Seller and Purchaser will immediately contact each other to evaluate, investigate and manage the Crisis, and find a mutually satisfactory way to deal with it including external communications.

11. Communication

11.1. Purchaser will not make any public statements, communications, advertising, press releases or other announcements to third parties concerning the contents of the agreement, its subject or the relationship with the Seller, without the prior written consent of Seller.

11.2. In particular, in the case of a Crisis: (a) the Purchaser will not make a public statement, communication or press release without the prior written consent of Seller, and (b) every public statement or communication or press release including social media with regard to the Crisis or the general relationship with the supplier must be approved in writing by the Seller prior to publication.

12. Termination, anticipatory breach and ENAC

12.1. Seller is entitled to terminate the agreement with the Purchaser at any time with immediate effect, without court authorisation, without prior notice and without payment of any compensation in the following cases: (i) if the Purchaser, despite written notice taking into account a period of at least ten (10) calendar days, remains in default of the (timely) fulfilment of one or more of the obligations arising from the current Terms and Conditions of Sale, the order or the agreement (including the payment of undisputed invoices); (ii) in the case of suspended payment or (a filing for) bankruptcy; judicial reorganisation, collective debt mediation, restructuring or if Purchaser is involved in such a procedure, (iii) in the case of liquidation or cessation of the Purchaser's activities, (iv) if the Purchaser's assets (or a part thereof) are seized or (v) in the case of a change to the Purchaser's shareholder structure or (vi) a breach in the provisions relating to resale, compliance with applicable laws and regulations, product handling, confidentiality or the intellectual property of the Seller.

12.2. Either Party is authorized to terminate the agreement of indefinite duration for convenience, at any time, by means of registered letter, without compensation and with respect of a notice period of three (3) months. If Parties concluded a commercial agreement with a specific duration, neither Party is allowed to terminate such agreement, unless if explicitly foreseen in these Terms and Conditions of Sale (e.g. article 3.2. and 3.3).

13. Intellectual property

All intellectual property rights with regard to the products supplied by Seller to the Purchaser remain the property of the Seller or its affiliated entities at all times and will not be transferred to the Purchaser in any situation.

14. Confidentiality

14.1. Any information provided by a Party in the scope of the agreement must be handled confidentially by the other Party and may only be used for contractual purposes. The Purchaser must treat the existence and the terms of the contract in confidence.

14.2. Any rights and information used in the execution of the contract may only be shared with a third Party with the written consent of the Party in ownership of the relevant information, and on the condition that the third Party has committed, in writing, to confidentiality prior to any public announcement. On termination of the agreement, each Party must immediately return any documents and information received from the other Party to that Party.

14.3. The confidentiality obligations set out in this article shall remain in effect for a period of five (5) years following the date of disclosure of the relevant information, unless otherwise expressly agreed in writing by the Parties.

15. Privacy

15.1. Seller and Purchaser acknowledge that the contract requires the exchange of personal details between Seller and Purchaser, including but not limited to contact details of members of staff. In this case, both will act as processors in regard of the personal data. Seller and Purchaser will meet all their obligations under all applicable laws and rules regarding data protection and will agree to provide suitable technical and organisational measures to ensure the rights and freedoms of those concerned. If the execution of the agreement requires the processing of personal data other than the personal data that is necessarily exchanged between Seller and Purchaser in the terms of the contract, Seller and Purchaser will enter into a data processing agreement. Any processing of personal data by the Seller is done in accordance with its Privacy Statement (available at [Privacy-verklaring | Danone Groep](#) for the Netherlands).

15.2. The Purchaser will take appropriate technical and organizational security measures to safeguard the personal data from loss or damage or unlawful disclosure or processing.

15.3. The Purchaser will not transfer the data outside the EEA without Seller's prior written consent.

15.4. The Purchaser will notify the Seller immediately if it suffers any data breaches involving personal data processed on Seller's behalf

16. Miscellaneous

16.1. If a (part of a) provision of these terms and conditions is invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions of these terms and

conditions. In such cases, Seller and Purchaser will negotiate in good faith and replace the invalid or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the purpose and intent of the original provision.

16.2. The Purchaser may not transfer his rights and obligations under this agreement without the prior written consent of the Seller.

16.3. An agreement between Seller and Purchaser encompasses the entire agreement between Seller and Purchaser relating to the subjects arranged here and replaces any previous written and verbal agreement between Seller and Purchaser relating to these subjects.

16.4. Provisions which by their nature are intended to remain in place even after the termination and/or dissolution of the agreement between Seller and Purchaser remain in force following termination and/or dissolution.

16.5. Any negligence or delay on behalf of Seller in invoking any right or legal instrument cannot be considered as a waiver of that right or legal instrument. A particular method of implementation or the partial implementation of a right or legal instrument does not exclude any other or further implementation of that right or legal instrument. In order to be valid, a waiver of a right or legal instrument must be made in writing and signed by the Seller.

16.6. Without prejudice to any other provision of these terms and conditions, any claim by the Purchaser arising from or in relation to these terms and conditions, or any quotation, order, invoice, payment or credit note thereunder expire in 120 days of the default or cause giving rise to such claim, and otherwise shall be deemed irrevocably waived and null.

16.7. Purchaser agrees to comply with (1) the principles of the Danone Code of Conduct for Business Partners and (2) the Danone Sustainability Principles as amended from time to time and made at <https://www.danone.com/be/nl/legal-pages/compliance.html> as well as with the (1) the Danone Nutricia Nederland supply chain principles and the (2) Danone Nutricia Nederland Quality principles (as amended from time to time) and made available at <https://www.danone.com/nl/nl/legal-pages/algemene-verkoopsvoorwaarden.html>

16.8. In the event Purchaser sells certain products of the portfolio of Seller that is presented to be a partial or total replacement for breastmilk for infants up to six months of age, it shall abide by the provisions of the Danone Policy for the Marketing of Breast-milk substitutes (available at <https://www.danone.com/be/nl/legal-pages/compliance.html>)

16.9. Potential non-ethical conduct or any alleged violations of the aforementioned policies or other Danone Compliance Policies, applicable codes of practice or potential violations of laws and regulations can be raised directly with the Danone contact person or reported in a confidential manner via DANONE ETHICS LINE (<http://www.danoneethicsline.com>)

16.10. The communication of a recommended selling price by Seller is merely informative. The Purchaser is free to exclusively determine the reselling price of the products at all times.

17. Governing law and jurisdiction clause

17.1. All agreements to which these Terms and Conditions of Sale apply, including any and all orders, order confirmations, invoices, and contracts relating to the supply of goods by Seller, as well as any disputes, questions or issues concerning their validity, interpretation, enforcement, performance or termination, shall be governed exclusively by the laws of the country in which the relevant Danone entity acting as Seller for the respective transaction has its registered office. Any choice of law or conflict-of-law rules that would result in the application of the law of any other jurisdiction are expressly excluded. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

17.2. Any disputes between Seller and Purchaser fall within the authority of the competent courts of the judicial district of the seat of Seller.