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# 1. INTERPRETATION

## 1.1. In these conditions the following words shall have the following meanings:

**T&L Purchase Conditions:** The terms and conditions contained in the Contract.

**Contract:** The Purchase Order accepted or executed by the Seller together with the T&L Purchase Conditions.

**Goods:** Any goods and/or services agreed in the Contract to be purchased by or supplied to the Purchaser from the Seller (including any part or parts of them).

**Purchaser:** Any member or members of the Tate & Lyle group being the contracting party and/or acting on behalf of other companies of the Tate & Lyle group.

**Purchase Order:** The Purchaser’s standard order form for the supply of the Goods, of which the T&L Purchase Conditions are automatically a part.

**Seller:** the person, firm or company who accepts and/or executes the Purchase Order;

**Specification:** The specification for the Goods provided by the Purchaser to the Seller or by the Seller to the Purchaser as shall be agreed between the parties.

**T&L Data:** All data related to T&L in whatever form, wherever located that may be received, computed, developed, used, accessed, or stored by Seller under the Contract.

# 2. APPLICATION OF TERMS

## 2.1. T&L Purchase Conditions and Specifications are the only conditions upon which the Purchaser contracts with the Seller, they shall govern the Contract to the entire exclusion of all other terms or conditions and any variation of them shall have no effect unless expressly agreed to in writing by the Purchaser.

## 2.2. Only a written Purchase Order shall be deemed to be an offer by the Purchaser to purchase Goods subject to these conditions. Purchase Orders shall be deemed to be accepted by the Seller’s acknowledgement by any means or by supplying Goods in response to the Purchase Order in whole or in part. The acceptance, implied or express, of a Purchase Order shall constitute acceptance of these T&L Purchase Conditions and the specific conditions set out in the Purchase Order.

# 3. VARIATIONS TO THE GOODS

## 3.1. Subject to Condition 3.2, the Purchaser may at any time by notice make changes to the quantity, design or Specification, method of packing or delivery, the place or date of delivery, or the performance of the Contract.

## 3.2. If any change proposed in accordance with Condition 3.1 increases or decreases the cost of or time required for the performance of the Contract, the price or altered performance shall be reasonably adjusted according to the proposed change(s); provided however that no increase in the price or extension of time for delivery or performance shall be made unless agreed in writing by an authorized representative of the Purchaser.

## 3.3. Material changes to the raw materials or manufacturing methods for the Goods are subject to Purchaser’s written consent and approval of the change, once implemented. Purchaser shall have no obligation to purchase Goods representing such changes. Additionally, the Seller shall furnish Purchaser in advance of making changes with the following: (a) a list of all ingredients or raw materials used in the Goods; (b) their varying amounts; and (c) all other pertinent information concerning the changes.

# 4. QUALITY AND DEFECTS

## 4.1. The Seller warrants that the Goods shall be of the best available design, quality, material and workmanship, be without fault and conform in all respects with the Purchase Order and the Specification and fit for the purpose(s) as intended by the Purchaser. The Purchaser’s rights under these conditions are in addition to the statutory conditions and to any warranties of additional scope given to the Purchaser by the Seller. Without prejudice to the provisions contained in the T&L Service Conditions, if made part of the Contract, where the Goods to be supplied are or include services, such services shall be performed with all reasonable skill and care and in accordance with industry best practice.

## 4.2. To the extent applicable to the Goods being purchased, the Seller shall comply with food industry hygiene standards, with applicable safety regulations and quality assurance systems requested and approved by the Purchaser. In addition, the Seller shall apply all necessary measures to guarantee the full traceability of the Goods and any ingredients or parts thereof.

## 4.3. At any time prior to delivery, the Purchaser shall have the right to inspect and test the Goods, the Seller’s plant, process and procedures. If the results of such inspection or testing cause the Purchaser to be of the opinion that the Goods, the plant and/or the process and/or procedures do not or are unlikely to conform with the Purchase Order or the Specification, the Purchaser shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Purchaser shall have the right to require and witness further testing and inspection.

## 4.4. Notwithstanding any such inspection, or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller’s obligations and Purchaser’s rights under the Contract.

# 5. INDEMNITY

# 5.1 Seller shall indemnify and hold harmless Purchaser, its agents, affiliates, employees, officers, directors, successors, and assigns from and against all any and all third-party claims, damages, fines, penalties, costs, liabilities or losses (including sums paid in settlement of claims, reasonable attorneys’ fees, consultant fees, expert fees and costs) (“Claim”) arising out of or related to its acts or omissions, negligence or other tortuous fault, including that of its officers, employees, Sellers, agents and subSellers, except that no right of indemnity shall exist in that portion of such Claim resulting from the negligence or tortuous fault of Purchaser.

## **6. REMEDIES**

## 6.1. Without prejudice to any other right or remedy which the Purchaser may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with any of the terms of the Contract, the Purchaser shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Purchaser:

### (a) to rescind the Order;

### (b) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

### (c) at the Purchaser’s option to give the Seller the opportunity at the Seller’s expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

### (d) to refuse to accept any further deliveries of the Goods;

### (e) to carry out at the Seller’s expense any work necessary to make the Goods comply with the Contract; and

### (f) to claim such damages as may have been sustained in consequence of the Seller’s breach or breaches of the Contract.

# 7. PATENT WARRANTY AND INDEMNITY

## 7.1. The Seller warrants that the Goods delivered or the services rendered under the Contract, and the sale and the use of the Goods in their normal or intended manner, shall not infringe, or contribute to infringe, any patent or copyright and shall not violate the trade secret rights of another.

## 7.2. The Seller shall defend, indemnify and hold harmless Purchaser, its successors, assigns and customers, and users of Purchaser's products, from and against all claims, suits, losses and damages, including reasonable attorneys' fees and costs and expenses awarded, based upon a claim of infringement, or contributory infringement of any patent or copyright, or violation of another's trade secret rights, by reason of the use or sale of the Goods or the rendering of the services.

# 8. INSURANCE

## 8.1. Seller shall maintain a comprehensive liability insurance policy, including Third party and contractual liability coverage (bodily injury and property damage) and product liability coverage, naming the Purchaser as an additional insured and shall upon request provide the Purchaser with a certificate of insurance. The Seller shall maintain the coverage for a minimum amount of five million dollars US ($5,000,000), for any one occurrence.

# 9. DELIVERY

## 9.1. Shipping and delivery arrangements shall be as defined by INCOTERMS, latest version, in the Purchase Orders. Unless otherwise stipulated in the Purchase Orders, deliveries shall only be accepted by the Purchaser in normal business hours. Unloading shall only take place under the direction and in the presence of the Purchaser. To the extent Delivery is not specified in the Purchase Order, Seller shall provide a written acknowledgement of receipt of Purchaser’s Purchase Order and shall inform Purchaser of the intended date of shipment.

## 9.2. The Seller shall ensure that each delivery is accompanied by a delivery note which shows, *inter alia*, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

## 9.3. Time for delivery shall be of the essence. Without prejudice to any of its rights or remedies, if the Goods are not delivered on the due date then, the Purchaser may:

### (a) cancel the Contract in whole or in part;

### (b) refuse to accept and to pay for the Goods, as well as any subsequent delivery of the Goods;

### (c) recover from the Seller any expenditure reasonably incurred by the Purchaser in obtaining the Goods in substitution from another supplier; and

### (d) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are attributable to the Seller's failure to deliver the Goods on the due date, with a minimum of 3% of the value of the Purchase Order per week of delay.

## 9.4. Where the Purchaser agrees in writing to accept delivery by installments the Contract shall be construed as a single contract in respect of each installment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Purchaser at its option to treat the whole Contract as repudiated.

## 9.5. If the Goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller’s risk and shall be returnable at the Seller’s expense.

# 10. TITLE AND RISK

## 10.1. Notwithstanding the INCOTERMS provisions, (a) all Goods supplied by the Seller shall become the property of T&L, upon payment thereforor upon delivery, whichever occurs earlier; and (b) the Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with Condition 9.

# 11. PACKING INSTRUCTIONS

## 11.1. The Goods shall be properly prepared, labelled, packed, and tagged in accordance with instructions contained in the order, secured and protected by the Seller to ensure that they reach the destination specified in the Purchase Order in good condition and that Goods can be properly handled and identified.

## 11.2. All dangerous or hazardous Goods shall be packed separately from those of a non-hazardous nature and in accordance with Condition 12 below.

## 11.3. Where the Contract involves multiple shipments and/or different destination, the Seller shall not make any shipment until released in accordance with separate purchase orders or releases issued by the Purchaser using location.

## 11.4. Where returnable containers are used in the shipment, the containers shall be returned to the Seller at the Seller’s expense.

# 12. HAZARDOUS GOODS, IMPORTS, AND EXPORT CONTROL

## 12.1. Hazardous goods must be marked by the Seller with International Danger Symbol(s) and display the names of the ingredient materials. Transportation and other relevant documents must include a declaration of the hazard(s) and name(s) of the material(s).

## 12.2. Goods must be accompanied by emergency information in the form of written instructions, labels and markings.

## 12.3. All the previous information shall be written in English and in the local language of the country of delivery.

## 12.4. The Seller shall observe the legal requirements of the country of delivery and the international agreements relating to the packing, labelling and carriage of hazardous goods in consideration.

## 12.5. All information held by, or reasonably available to the Seller regarding the potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to the Purchaser.

12.6 Seller represents and warrants to Purchaser that Seller is not under the control of a national or resident of any country restricted by the United States government and that neither Seller nor any party owning or controlling Seller is identified on the list of Specially Designated Nationals (each a “**SDN”**) published by the United States Department of the Treasury at www.treas.gov/ofac. Seller further represents and warrants that the country of origin of the Products is not any country from which imports are restricted or prohibited by the United States government from time-to-time, including, without limitation, as of the date of this Agreement, the countries set forth on the list published by the United States Department of the Treasury at www.treas.gov/ofac. Seller further represents and warrants that no payments to Seller shall be made by, through, or to any SDN, and that payments made by Purchaser to by, through, or to any payee, account or account party specified by Seller, shall be deemed made, whether or not received by Seller for any reason, including without limitation, the intervention of any government or agency thereof. Seller shall not utilize any raw materials or other products either directly or indirectly from any country from which imports are restricted or prohibited by the United States government from time to time, including, without limitation: Iran, Cuba, Libya, Syria, North Korea, Burma, Sudan.

12.7 The Goods or information made available pursuant to or in connection with this Agreement is subject to the Export Control Regulations of the United States Government. Seller agrees that it will not disclose or ship either directly or indirectly, any technical information and data made available to it pursuant to or in connection with this Agreement or the direct product thereof (equipment, plant, process or service) to any country to which such disclosure or shipment is prohibited by the laws or regulations of the United States of America.

# 13. COMPLIANCE WITH LAWS & REGULATIONS

## 13.1. The Goods supplied shall comply in all respects with the relevant requirements of applicable statutes and any orders or regulations made thereunder, including the necessary permits. Seller warrants to T&L that it is fully compliant with all laws and regulations where it does business related to the Contract, including but not limited to those regarding child labor, forced labor, collective bargaining, anti-corruption or anti-bribery, environmental responsibility and sustainability, as well as with standards, expectations, and commitments as stated in T&L’s Code of Ethics, available at www.tateandlyle.com, and further that it will remain in compliance therewith until termination of this Agreement and will require comparable compliance of its suppliers.

# 14. PRICE

## 14.1. The price of the Goods shall be stated in the Purchase Order and unless otherwise agreed in writing by the Purchaser shall be exclusive of any taxes which are required by law to be collected and remitted by Seller, and shall be inclusive of all other charges.

## 14.2. There shall be no variation in the price or extra charges unless Purchaser has provided express prior written approval.

## 14.3. The Seller shall invoice the Purchaser or the T&L company specified by the Purchaser upon, but separately from, shipment of the Goods to the Purchaser. The invoice shall include the Purchaser’s Purchase Order number.

# 15. PAYMENT

## 15.1. The Purchaser shall pay the price of the Goods net ninety (90) days following the receipt of the invoice unless otherwise agreed in writing.

## 15.2. Without prejudice to any other right or remedy, the Purchaser reserves the right to set-off any amount owing at any time from the Seller to the Purchaser against any amount payable by the Purchaser to the Seller under the Contract.

# 16. THE PURCHASER'S PROPERTY

## 16.1. Materials, equipment, tools, dies, molds*,* copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Purchaser to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Purchaser (the “Purchaser’s Property”). The Purchaser’s Property shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Purchaser and shall not be disposed of other than in accordance with the Purchaser’s written instructions, nor shall such items be used otherwise than as authorised by the Purchaser in writing. Such information can only be used for the purpose of the Contract.

## 16.2. Any invention, discovery or technical process, or application made, conceived or applied by the Seller or its employees, agents, subcontractors, whether solely or jointly with others, in the performance of the Contract, shall be disclosed and documented to Purchaser, and shall be the sole and exclusive property of T&L Data and considered as Confidential Information.

16.3. Purchaser shall remain owner of T&L Data, including any modification or derivative work therefrom, and upon the creation of any such items, Seller hereby assigns the same to Purchaser. Seller shall not adversely affect the integrity, security or confidentiality of T&L Data. Seller shall have in place a policy and employ specific procedures and controls for protecting T&L Data against unauthorized access, introduction of malicious or disabling code.

16.4. Seller will use mechanisms to identify vulnerabilities for T&L Data and apply security patches, physical and logical barriers, and / or different networks for its customers, as appropriate to segregate T&L Data. Seller will establish and maintain a continuous security program to enable Purchaser to: (a) define the scope and boundaries, policies, and organizational structure of an information management system; (b) conduct periodic risk assessments to identify the specific threats to and vulnerabilities of Purchaser; (c) implement appropriate mitigating controls and training programs, and manage resources; and (d) monitor and test the security program to ensure its effectiveness.

16.5. Seller will physically safeguard devices and equipment that contains or accesses T&L Data.

16.6. Seller will minimize the number of its personnel that access T&L Data and will require such personnel to abide by the Contract. Seller will provide its personnel with only the minimum level of access necessary to perform the tasks and functions for which they are responsible. Seller will report the personnel and corresponding access level to Purchaser.

16.7. Seller will cooperate with Purchaser on monitoring the security of T&L Data that Seller accesses, including incident response and training.

## 16.8. Seller shall immediately notify Purchaser of a security breach that potentially could compromise or adversely affect Purchaser.

# 17. SPARE PARTS AND DISCONTINUANCE OF MANUFACTURE OF GOODS

## 17.1. The Seller undertakes that:

### (a) unless and until it gives notice in accordance with (b) below it shall make Goods of the same type as those described in the Purchase Order and spare parts for the repair or part replacement of such Goods throughout the period of the normal duration of life of the Goods in accordance with the Purchaser’s requirements and at a fair and reasonable price;

### (b) if it proposes to cease to be a supplier of the Goods or spare parts for the Goods it shall give the Purchaser not less than 180 days written before so ceasing; and

### (c) in the circumstances described in (b) above it shall make available to the Purchaser on a “one time buy” basis such quantities of Goods and of spare parts for the Goods as the Purchaser shall reasonably require for the purposes of future renewal, repair or replacement of the Goods at a fair and reasonable price.

# 18. CONFIDENTIALITY

## 18.1. The Seller shall not take photographs of any of the Purchaser’s equipment, installations or property without the Purchaser’s prior consent in writing. The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Purchaser or its agents and any other confidential information concerning the Purchaser’s business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-Sellers as need to know the same for the purpose of discharging the Seller’s obligations to the Purchaser and shall ensure that such employees, agents or sub-Sellers are subject to like obligations of confidentiality as bind the Seller.

## 18.2. Seller shall not advertise or publish the fact that Seller has contracted to furnish the Purchaser the Goods ordered by Purchaser from time to time, or use any trademarks or trade names of Purchaser in Seller’s advertising or promotional materials, unless Purchaser has first consented in writing.

# 19. SUSPENSION

## 19.1. The Purchaser is entitled to suspend the Contract in whole or in part at any time. In the event of the exercise of such right the Purchaser shall thereafter extend the time for performance of the Contract by such period as is reasonable and it shall also pay the Seller any amounts which are due and payable to the Seller at the date of the suspension.

# 20. TERMINATION

## 20.1. The Purchaser shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Purchaser shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

## 20.2. The Purchaser shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

### (a) the Seller commits a material breach of any of the terms and conditions of the Contract which is not remedied within 14 days after notification thereof;

### (b) any distress, execution or other process is levied upon any of the assets of the Seller;

### (c) the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or convenes a meeting of creditors, or enters into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller;

### (d) the Seller ceases or threatens to cease to carry on its business; or

### (e) the financial position of the Seller deteriorates to such an extent that in the reasonable opinion of the Purchaser the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

## 20.3. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Purchaser accrued prior to termination. The following conditions 1, 4, 5, 6, 7, 16, 18 and 24. Shall continue to be enforceable notwithstanding termination.

# 21. ASSIGNMENT AND SUB-CONTRACTING

## 21.1. The Contract shall not be transferred, assigned or sub-contracted by the Seller, in whole or in part, except with the prior written consent of Purchaser. In any event the Seller shall remain jointly and/or severally liable with the assignee or sub-Seller.

# 22. FORCE MAJEURE

## 22.1. Each party reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to a force majeure event, on condition that the force majeure event is immediately notified in writing to the other party.If Seller is experiencing a force majeure event, it shall provide reasonable assistance to Purchaser to obtain substitute Goods from an alternative source, including payment or credit, at Purchaser’s option, for any increased price associated with such purchases from a third party..

## **22.2. Force majeure** shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including act of God, war, riot, civil commotion, flood and storm, but specifically excluding economic, commercial or financial causes.

## 22.3. If either party is prevented from performance of its obligations for a continuous period in excess of thirty (30) days, the other party may terminate this agreement forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

# 23. RELATIONSHIP OF PARTIES

## 23.1. The Purchaser and the Seller are independent contracting parties and nothing in the Contract, or any Purchase Order issued pursuant hereto, shall make either party the agent or legal representative of the other party for any purpose whatsoever. Furthermore, neither party shall have any authority to assume or to create any obligation on behalf of or in the name of the other party.

# 24. GENERAL

## 24.1. If any provision of the Contract is found to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

## 24.2. Failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver by either party of any of its rights under the Contract. All claims by Seller in respect of the Contract must be filed within one year of Delivery.

## 24.3. Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

## 24.4. The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

## 24.5. THE CONTRACT SHALL BE CONTROLLED BY, GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS*.* Each of the Seller and T&L irrevocably submits to the exclusive jurisdiction of the United States District Court for the Central District of Illinois in any action arising out of or relating to the Contract, where federal jurisdiction exists, and to the Sixth Judicial Circuit Court, Macon County, Illinois, for disputes lacking federal jurisdiction.

## 24.6 Seller shall not assign the Contract in whole or in part without Purchaser’s express prior written consent.

24.7 Seller represents and warrants that it shall comply with the Tate & Lyle Supplier Code of Conduct (<https://www.tateandlyle.com/sites/default/files/2020-03/tl-supplier-code-conduct-feb-2020.pdf>) when providing services under this Agreement.

24.8 Each party warrants and represents to the other that the signatures by such party appearing on these terms and conditions are made by a person with full authority to bind such party to the Contract.

## Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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