

# General Purchasing Terms and Conditions

Jellice Pioneer Europe BV



1. These General Purchasing Terms are inseparable part of our “Order’s Document” and the relevant agreements about the delivery of the products and/or performing services from the contractor (seller) to our Organization (buyer). Any exception or proviso must be explicitly documented and accepted by written. Under any circumstances the seller’s terms of sale supersede these purchasing terms here related.
2. The conditions indicated within the Order’s Document issued by the buyer are the sole agreement of the buying and selling operations. Any compromise or verbal agreement with employees or buyer’s agent will link or required to the Buyer if the Buyer confirms those compromises or agreements by written, only.
3. The price indicated within the Order’s Document is definitive and maximum and it includes the delivery (DDP Incoterm 2010) on the place indicated by the Buyer except in the case other way is indicated by written. The indicated price includes all costs (packaging, transports, duties except VAT and the necessary insurance).
4. The seller will confirm the correct reception of the Order’s Document by returning to the Buyer a copy of this document, signed, as proof of acceptance of the particular conditions indicated within the document, not later than 72 hours after they receive.
5. In the case the Seller breaks the agreed time for delivery (or service) or doesn’t confirm to the Buyer the Proposal Order or doesn’t supply the total quantity of the committed assets or doesn’t finalize the contracted service, the Buyer could claim damages or terminate the relationships (in all cases, prior notice to the Seller). If the Buyer decides by the claim, the damage value will include the profits and loss and all direct and indirect costs arising from the breach of the Seller.
6. The seller will indicate on their invoices the number of the Order’s Document received from the Buyer and also, their account and VAT numbers.
7. The buyer has established a payment day and this is indicated within the Order’s Documents.
8. The buyer reserves the right to suspend the payment if the seller breaches any of its obligations to the buyer until the seller has completed all its obligations.
9. The Buyer will pay the Seller’s invoices in accordance with the obligations specified in the Proposal Order, in the currency expressed on this document. Payment doesn’t relieve the Seller of any responsibility or warranty, legal or contractual to which the Seller is bound.

10. The goods delivered or the services performed are considered accepted only after a full and definitive check approved by the Buyer. If the goods delivered or the services performed do not comply with the conditions indicated within the Document's Order and/or within the technical data sheet provided by the Seller and approved by the Buyer, or containing obvious defect, the Buyer could, within a reasonable period of time and after a reliably notification to the Seller (by fax, email, mail, etc.), terminate the agreement, return the goods or stop works, or alternative, demanding to the Seller the replacement of the defective goods or to repairing the defects. It's considered like a "reasonable period of time" the necessary to detect and identify the defects.

11. The seller guarantees that complies with the provisions required by the current health technical regulations that is applicable to the manufacture of Gelatin and Collagen intended to the human, Feed and/or Pet food consumption including the items like the packaging that can or will be in contact with them and also with the handling and transport services used. The Buyer may require to the Seller to accredit compliance with these regulations. If the Seller cannot to accredit that compliance or the provided clearance is not enough at reasoned judgment of the Buyer, the Seller accepts expressly the Buyer may terminate this relationship early without this decision accrued or creates any right in favor of the Seller to receive compensation of any kind for such early termination.

12. The seller is required to notify to the Buyer any alteration produced in its technical and sanitary conditions as soon as it occur, and also to allow that technicians designated by the Buyer could realize the necessary verification audits within the Seller's facilities with prior notice and planning between both parties.

13. The seller shall provide to the Buyer all information relevant to the technical data sheets, quality certificates, authorizations and sanitary records, raw material compositions used and its specific records, and any other information that could be necessary to meet with the legislation applicable to the production, handling and commercialization of Gelatin and Collagen. The seller is also committed to continually update the technical information providing to the Buyer even without claiming.

14. The seller shall provide also to the Buyer any other complementary information does not indicated within the above paragraph that Buyer could to require punctually about the products or services supplied by the Seller to the Buyer.

15. Within the continued relationship between the Buyer and the Seller, in the case the Buyer doesn't explicit repeatedly the content of these General Purchasing Terms cannot be interpreted by the Seller as the Buyer desists implicitly to any of its rights. In all case, the Buyer reserves its rights to require to the Seller applying always with these General Purchasing Terms after the Seller have accepted it.

16. The Seller agrees to maintain a strict confidentiality about any information or documentation about the Buyer that it has had access due to its relationships between both Companies. The Seller may use that information or documents only and exclusively to comply with its obligations contracted as Seller. Explicitly the Seller neither will allow access from third party to this information/documentation nor using it for promotional or advertising purposes without the Buyer's authorization.

17. All Agreements between Jellice Pioneer Europe BV and the Supplier and these Terms and Conditions are exclusively subject to Dutch law. All disputes between parties in connection with any Agreement or these Terms and Conditions will be settled by the court of Midden-Nederland.

18. The Seller declares it has read and understood all terms and conditions described within the Proposal Order, that all of them respond entirely with the agreement between both parties and with its signature it accepts it expressly.

19. The Seller and the Buyer are subjected to the Courts of Midden-Nederland to solve any dispute or discrepancy arise about the information, interpretation, realization or termination when their relationship is finished and they renounce expressly to any other instance that may correspond.