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IBAN NL15ABNA0470574062  
BIC ABNANL2A

Handelsregister Leeuwarden nr. 01047877  
BTW-nr. NL 006153367B01

IBAN NL97INGB0000804150  
BIC INGBNL2A

## **STANDARD BUYING TERMS FOR DELIVERY OF RAW MATERIALS, INGREDIENTS AND/OR PACKAGING MATERIAL TO FORTUIN DOCKUM BV**

DELIVERY CAN ONLY TAKE PLACE UNDER AND AFTER ACCEPTANCE OF THESE TERMS BY SUPPLIER

- 1.) The supplier represents and warrants that the delivered goods (including ingredients and/or parts of these) are food grade and meet all food safety rules and regulations which are in rule in the EU.
- 2.) The supplier represents and warrants that the goods sold to Fortuin Dockum BV are produced under certification of the Standards BRC, IFS, and/or any other Standard declared by Fortuin.
- 3.) The supplier represents and warrants that the goods sold to Fortuin Dockum BV were not produced, harvested, manufactured, processed, packaged, labelled, transported, or delivered using forced or prison labour or forced or illegal child labour. Supplier also states, that the goods were produced from a sustainable source, which is not harmful to the environment.
- 4.) The supplier represents and warrants that the delivered goods will not be in violation of any law or regulation of the European Union.
- 5.) The supplier represents and warrants that the goods, including all of its ingredients/components, which are delivered to Fortuin Dockum BV originate and are produced in the EU or the U.S.A. If not, supplier agrees to inform Fortuin Dockum BV a.s.a.p. concerning country of origin and country of production of all the ingredients in the products which the supplier supplies to Fortuin Dockum BV before delivery of the goods takes place. Supplier also agrees to ask approval for the above information from Fortuin Dockum BV before delivery of the goods takes place.
- 6.) If not explicitly stated otherwise, the delivery is deemed to be DDP (IncoTerms).  
In such a case that freight is paid for and/or arranged by supplier for delivery of the goods, the supplier guarantees and is liable for the insurance and quality of the product during loading and transport up till the point that the product has been unloaded at the site of Fortuin Dockum BV, regardless if other delivery conditions have been agreed upon in present or future contracts.  
This agreement prevails over previous and present contracts/delivery terms.  
Supplier also agrees that the means of transport (truck, bulk-carrier, etc.) are foodgrade and are certified for the transport of food and ingredients (HACCP, BRC, etc.).
- 7.) The supplier warrants, that the goods delivered to Fortuin Dockum BV are always in accordance with the product-specification and the quality that is agreed upon between both parties and supplier warrants also, that recipes/ingredients/compositions of these goods will never be changed without the consent of Fortuin Dockum BV.
- 8.) Supplier also agrees to fill out the product specification in the Fortuin format at every request made by Fortuin Dockum BV.
- 9.) For the supply of raw materials/ingredients, the supplier warrants, that all the goods and its ingredients delivered to Fortuin Dockum BV are always GMO-free.
- 10.) The supplier warrants that the packaging of the delivered goods (raw materials and/or packaging material) is food grade and meets all food safety rules and regulations in the EU.
- 11.) For the supply of packaging materials, the supplier warrants, that all the products delivered to Fortuin Dockum BV are always in accordance with the product specification and that all the materials (card/paper-board, paper, films, inks, etc..) used in these goods are always food grade and meet all safety rules and regulations which apply to the packaging of food products and which are in rule in the EU.



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- 12.) The supplier represent and warrants, that all inks which are used for primary packaging material are defined as low migration ink. Supplier also agrees to execute migration tests of every batch and agrees to send a copy of the results to Fortuin Dockum BV for approval, before delivery takes place.
- 13.) The supplier represents and warrants, that any knowledge concerning the use of raw materials and/or packaging material by Fortuin Dockum BV will never be shared with other parties, unless when forced to do so under Law.
- 14.) The supplier agrees, that this agreement prevails over the delivery- and selling-terms of the supplier, in case they may be contradictory.

#### MISCELLANEOUS

- (a) These Terms and any purchase order issued which incorporates these Terms shall be governed by and construed in accordance with the Laws of the Netherlands.
- (b) The prevailing party in any action, arbitration, or other proceeding by which one party seeks to enforce its rights under the Terms or any purchase orders that incorporate these Terms shall be entitled to recover its attorney's fees and all costs, fees, and expenses incurred in connection with said action, arbitration, or proceeding.
- (c) Warranties: All warranties contained herein are continuing warranties and will be binding upon supplier with respect to all goods that supplier ships or delivers to Fortuin Dockum BV (including goods that are in transit).
- (d) Validity: If any provision of these Terms is held to be contrary to Law, the remaining provisions of the Standard Buying Terms shall remain in full force and effect.