synerlogic

Purchase Conditions

Synerlogic B.V., as well as each of its affiliated group companies General Purchase Conditions are deposited at the Gelderland Court Registry under the file no. 21/2026.

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Purchase Conditions

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1. Definitions

Agreement: any multilateral legal act between Synerlogic and the Sup- plier and/or any purchasing order sent by Synerlogic.
Conditions: these purchasing conditions by Synerlogic Holding B.V.
Goods: products, materials, (chemical) liquids and substances, gases, devices, models, software and any other tangible items.
Performance: the Goods and/or Services provided by the Supplier in accordance with the Agreement.
Services: services, outputs thereof and/or any associated Goods.
Supplier: any party entering into an Agreement with Synerlogic.
Conditions: the present Synerlogic Purchase Conditions.
Synerlogic: the private company with limited liability Synerlogic B.V., registered in the Trade Register of the Chamber of Commerce under number 09110036, as well as all companies affiliated to Synerlogic B.V., including, but not limited to, CA FNZ Holding B.V. and In2Food B.V.

2. Acceptance

2.1 These Conditions, together with the Agreement, shall form the conditions of the performance to be delivered by the Supplier and, af- ter acceptance by the Supplier, shall bind both parties. Delivering (part of) a Performance by the Supplier shall be considered as unconditional acceptance of the Conditions.
2.2 Derogations from these Conditions may only be agreed upon in writing.
2.3 Any Supplier's General Conditions, however named, shall not apply.
2.4 In case the Agreement contains provisions deviating from these Conditions, the provisions of the Agreement prevail.

3. The Performance

3.1 The Supplier ensures that the Performance shall be according to the requirements and specifications from the Agreement and Condi- tions, free of defects and suitable for the purpose intended by Synerlogic.
3.2 In delivering the Performance the Supplier shall comply with all applicable laws and regulations, norms and standards, directives and codes.

4. Delivery of Goods

4.1 Delivery of Goods shall take place at the agreed place and time, Delivery Duty Paid (in accordance with the meaning given by the Inco- Terms 2010), unless otherwise agreed upon in writing.
4.2 The Goods shall be packed properly and marked according to Synerlogic's instructions, as well as provided with a consignment note. The Supplier shall provide Synerlogic with all documents necessary to use, store and transport the Goods properly, like, but not limited to, licenses, permits, specifications, instructions and any inspection, examination and control records, no later than at the moment of the deli- very of the Goods.
4.3 As soon as the Supplier expects any exceeding of the agreed delivery term, he shall give Synerlogic written notice thereof without de- lay, stating the reason. Said notice shall not discharge the Supplier of his obligations and/or liability for costs and/or damages.

5. Provision of Services

5.1 The provision of Services shall take place at an agreed place and within the agreed term.
5.2 In providing Services, the Supplier shall strictly observe Synerlogic instructions.
5.3 If Synerlogic and the Supplier agreed upon (a) certain person(s) shall providing the Services, the Supplier shall not be entitled to re- place said person(s) by others, unless with prior written consent by Synerlogic.
5.4 If Synerlogic requests the Supplier to replace one or more persons appointed by the Supplier to provide the Services - for reasons of progress, the level of services of otherwise - the Supplier shall submit a replacement proposal within 2 weeks upon receiving the request.
5.5 If a maximum fee or a maximum number of hours has been agreed for the provision of Services, any exceeding shall be at the Sup- plier's risk and on his account; Synerlogic shall have no obligation to pay the excess amount.

6. Warranties

6.1 Any Performance faults, including omissions or defects, shall be remedied by the Supplier free of charge, immediately and com- pletely. If the Supplier does not comply with his obligation to remedy within 14 days upon notification, or in case of emergency, Synerlogic is entitled to have the remedy carried out by a third party and to recover the costs incurred from the Supplier.
6.2 The Supplier is not entitled to transfer the delivery of his Per- formance entirely or partially to a third party or to transfer the Agree- ment entirely or partially to a third party, without prior written consent by Synerlogic. Synerlogic is entitled to attach conditions to such consent.
6.3 Synerlogic is entitled to reject the Performance if it is delivered (a) outside the agreed term, (b) other than in the agreed volumes and/or amounts, (c) in faulty or damaged packaging, or (d) with one or more defects. Synerlogic is entitled to store the rejected Performance at the Supplier's risk and on his account.

7. Prices and payment

7.1 The prices established in the Agreement shall be fixed for the entire duration of the Agreement; they do not include VAT but do in- clude all other taxation, rights, charges, license and other fees and all other costs associated with the Performance, Agreement and the quo- tation. The latter costs like, but not limited to, travel and waiting time, are only eligible for compensation in case of a written agreement to do so.

7.2 Payment shall take place within sixty (60) days upon invoicing.
7.3 Invoices are only payable if they are correctly itemised, provided with the correct reference or purchase numbers and carry the date of the Agreement. Invoices which do not comply with the requirements are returned to the Supplier. Only upon receipt of a correctly drawn up invoice shall the aforementioned payment term commence.
7.4 Payment does not signify waiving any rights in any way.
7.5 Synerlogic is entitled to offset any amounts due to the Supplier with amounts owed by the Supplier, or a company from the group of which the Supplier is a part, to Synerlogic or to a company from the group of which Synerlogic is a part. At the moment of offsetting Synerlogic's claim does not (yet) need to be enforceable.
7.6 It is at Synerlogic's discretion to determine which payment shall be made for what Performance.

8. Ownership and intellectual property rights
8.1 Synerlogic shall become owner of the Goods, and the outputs and materials being part of the Services, at the time of reception and the place of delivery, except for the following cases:
a. If the Supplier mounts or installs the Goods, ownership shall be transferred at the moment of delivery of full operational status and approval thereof by Synerlogic;
b. If the Agreement provides for a (partial) advance payment, ownership shall be transferred to Synerlogic after the first instalment; the Supplier shall mark the Goods as being owned by Synerlogic and store them thus identifiably but for its own risk and account. In such case, the Agreement shall be valid as a private document. The risk of these Goods, however, shall be transfer- red to Synerlogic upon delivery at the agreed time and place.
c. If the Agreement provides for the storage of Goods by the Supplier, the Supplier shall mark the Goods as being owned by Synerlogic and store thus identifiably and ownership shall be transferred at the moment of the first (instalment) payment. In such case, the Agreement shall be valid as a private document. The risk of the stored Goods, however, shall be transferred to Synerlogic upon delivery at the agreed time and place.
d. If the Agreement provides for the delivery of Goods yet to produce, ownership is transferred in advance, at the moment of the first (instalment) payment. In such case, the Agreement shall be valid as a private document. The risk of the Goods yet to produce, however, shall be transferred to Synerlogic upon delivery at the agreed time and place.
8.2 The Supplier warrants that the Goods, as well as the outputs and materials being part of the Services, are not encumbered and free of liens and other security rights. By accepting these Conditions the Supplier waives his lien and the right to claim retention of title.
8.3 The Supplier warrants that the Performance does not infringe upon any intellectual or industrial property rights or any other
8.4 third party rights and indemnifies Synerlogic against any third party claims stemming from any (alleged) infringement claim of industrial property rights or any other third party rights. Supplier will reimburse all costs and damages resulting from such claim.
8.5 All intellectual and/or industrial property rights arising in within the framework of this Agreement shall become property of Synerlogic and Synerlogic is entitled to have them registered as such. Insofar required, Supplier hereby agrees to fully cooperate with SYNERLOGIC in the registration of such rights.

9. Liability and Insurance
9.1 Every failure to comply with its obligations by Supplier entitles Synerlogic to demand compliance or complete or partial undoing of the failure to comply with its obligations and/or the consequences thereof, this at risk and costs of Supplier.
9.2 The Supplier is obliged to pay for all damages (including judicial and extrajudicial costs) Synerlogic may incur because of or in relation to failing to comply with the Agreement and/or to deliver the Performance.
9.3 The Supplier shall undertake to insure his liability and to remain insured. At Synerlogic's first request the Supplier will present confirmation of insurance to Synerlogic.
9.4 Synerlogic shall not be liable for any damage the Supplier, his staff and/or auxiliaries may incur. This article does not apply in case of death or serious injury and intent and deliberate recklessness of SYNERLOGIC.
9.5 If and when is has been determined in court that the limitation of liability from clause 9.4 cannot remain intact, no obligation of Synerlogic to pay damages – including fines – shall exceed the amount that Synerlogic has paid or was obliged to pay under the Agreement or a partial delivery under the Agreement on which the claim for damages is based, excluding taxes.
9.6 The Supplier is liable to Synerlogic for any damages claimed from Synerlogic by third parties as a result of non-compliance by the Supplier with the requirements described in Art. 3 of these Conditions, and
furthermore the Supplier shall indemnify Synerlogic, upon first request, in legal proceedings, from such liabilities by third parties. If and as far as Synerlogic, notwithstanding the aforementioned indemnification, is forced to satisfy such claims or to incur costs to repeal those claims, the Supplier shall compensate Synerlogic for these damages and/or costs.
9.7 In case of force majeure as referred to in Art. 6:75 Dutch Civil Code, the one party shall notify the other party thereof without delay. In case of force majeure exceeding 30 days, Synerlogic shall be entitled to terminate the Agreement completely or partially.
9.8 Any rights or obligations under these Conditions limit the rights Synerlogic might have under the Agreement or by law, including but not limited to claiming compliance to the Agreement, suspension, dissolution and claiming full reimbursement of damages, and the possibilities of claiming preliminary injunctions in summary proceedings.

10. Inspection and modifications
10.1 The Supplier shall ensure that Synerlogic, upon first request, shall have the opportunity to inspect, control and/or test the Goods or the manufacturing process and/or the place where the Services or a part thereof are carried out.
10.2 An inspection, a control and/or test by Synerlogic shall not relieve the Supplier of any obligation or liability whatsoever out of this Agreement. The costs of an inspection, control and/or test shall be paid by the Supplier.
10.3 Synerlogic is entitled to request one or more production or confirmation samples. The Supplier shall provide SYNERLOGIC with these samples within 5 work days after being requested. Should, on the basis of such a sample, a Good or Service appear to not be complying with the established clauses in the Agreement, the costs of the provision of a sample shall be for the Supplier's account
10.4 The Supplier is not entitled to modify the Goods, the delivery of Services, the production process and/or the raw materials, without

prior written consent by Synerlogic.

11. Chemicals, Safety and Access

11.1 The Supplier guarantees his good understanding of the requirements and of the European and national legislation regarding chemicals and safety, like (but not limited to) the REACH-regulation, the CLP-regulation, the Biocide regulation and the Dutch Environment Protection Act, and that Supplier's Performance complies with these regulations.

11.2 If the Performance is to be delivered, completely or partially, on premises owned by Synerlogic, the Supplier shall undertake to follow Synerlogic's instructions at all times, especially, but not limited to, instructions regarding working hours and days, hygiene and safety.

11.3 The Supplier shall ensure to timely seek and obtain those permits, exemptions and other government documents required to deliver the Performance.

11.4 Synerlogic shall only allow access to its premises to the Supplier's staff and auxiliaries which have been previously registered and announced by the Supplier and approved by Synerlogic.

11.5 If Synerlogic, because of the nature of the Performance, deems necessary to determine specific safety requirements for the Supplier's staff and auxiliaries before allowing them on the premises, like dispo-sing of a VCA or another safety certificate generally recognized in the industry, the Supplier shall be obliged to request SYNERLOGIC to provide a work permit. The Supplier's staff and auxiliaries shall undertake to comply with the provisions therein at all times, failing which they shall be refused access to the premises.

11.6 If certificates, attestations, warranty certificates and/or instruction books, etc. are required based on the Agreement or on the basis of applicable regulations, the Supplier will ensure that these are provided to Synerlogic prior to delivery or at the latest at the time of delivery of the goods / performance of the services. Synerlogic is entitled to suspend payment until these documents are in its possession.

12. Confidentiality

12.1 During as well as after the term of the Agreement the Supplier shall keep any information confidential which he - whether directly or indirectly - has obtained from or about Synerlogic and which Synerlogic has labelled confidential or which the Supplier could reasonably assume to be confidential, and will not use such information for any other purpose than the execution of its obligations under the Agreement and these Conditions.

12.2 The Supplier shall undertakes and warrants that his staff and potential auxiliaries respect the aforementioned confidentiality. Confidential information will only be shared with those persons who are required to be informed based on their position and for the execution of Suppliers obligations under the Agreement and these Conditions.

12.3 If the Supplier, in the process of the implementation of the Agreement, has come to dispose of information or Goods to which the aforementioned confidentiality applies, the Supplier shall mark this as "property of Synerlogic" and as "confidential". The Supplier may only use this information and these Goods for the purpose of delivering the Performance. The Supplier shall return this information and these Goods to Synerlogic at first request and without delay.

12.4 The Supplier and the staff and auxiliaries involved in the implementation of the Agreement shall sign a confidentiality agreement, drawn up by Synerlogic, at first request by Synerlogic.

12.5 The Supplier may not make any public announcement about the Agreement without prior written consent by Synerlogic.

13. Termination and suspension

13.1 Unless agreed upon otherwise in the Agreement, the Agreement terminates automatically - i.e. without the need of a notice - upon expiration of the agreed term.

13.2 If the Agreement is of indefinite duration, it may be terminated by Synerlogic at will and for convenience, taking into account a reasonable notice period to be determined by Synerlogic which will not be longer than six months. In that case no obligation to pay a (additional) damages shall come into being.

13.3 Synerlogic has the right to terminate the Agreement as a whole or in part in writing, without judicial intervention and with immediate effect, without prejudice to Synerlogic's right to claim compensation, if

a. the Supplier does not deliver the Performance within the agreed term; or

b. the Supplier is not, to Synerlogic's judgement, capable of delivering the Performance within the established term in the Agreement or there are objective reasons to expect this to be the case; or

c. if the Performance does not meet the requirements established in Art. 3 of these Conditions; or

d. if the Supplier's professional morality or professional integrity are in doubt.

13.4 Synerlogic is entitled to terminate the Agreement extrajudicially with immediate effect if the Supplier or a third party applies for the Supplier's insolvency, if the Supplier is declared bankrupt or if he applies for suspension of payments or if a substantial part of the Supplier's assets is seized.

13.5 The Supplier is not entitled to suspend his obligations on behalf of the Agreement, even if is there is a dispute.

14. Consequences of termination and suspension

14.1 In case of termination of the Agreement in whole or in part, Synerlogic is entitled, notwithstanding its right to claim damages:

a. Synerlogic return the goods already delivered and/or the work already carried out but not (longer) usable at the expense of the Supplier and to reclaim the payments already made for these Goods or Services respectively;

b. after written notification, to have the Agreement completed itself or by third parties at the expense and risk of the Supplier, or, if this is not possible or desirable in the opinion of Synerlogic, to have the Agreement carries out entirely by a third party.

14.2 the claims that Synerlogic may have or acquire as a result of the dissolution of the agreement, including any claim for compensation for damage and costs, are immediately due and payable in full.

15. Penalty

15.1 If the Agreement contains a penalty clause, it shall be due immediately, regardless of the attribution of the fault to the Supplier and without the need of prior default. The penalty is not open to mitigation.

15.2 Synerlogic may require compliance with the penalty clause as well as of the obligation the penalty clause is connected to

15.3 Every penalty provision leaves the rights of Synerlogic to claim damages unaffected.

16. General clauses

16.1 Should a clause from the Agreement or the Conditions be declared null and void or be annulled by a judgement with the authority

of a final judgement, the other clauses shall remain in full force. The void or annulled clause shall be replaced by a clause which approaches the intention of the original clause as closely as possible.

16.2 With this Agreement or these Conditions parties expressly do not intend to constitute an agency, a partnership, a joint venture or an employment relationship.

16.3 Upon termination of the Agreement (for whatever reason) the validity of clauses which are of a continuous nature, like (but not limited to) clauses regarding confidentiality, warranties and (intellectual) property rights shall not be affected.

16.4 The Dutch text of these Terms of Sale is the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text shall prevail.

17. Applicable law

17.1 Dutch law applies to the Agreement, excluding the UN Convention for the International Sale of Goods.

17.2 Any dispute which can't be settled by friendly consultations shall be settled by the Gelderland Court.