

Nestlé Quality Assurance Center (Singapore) Standard Terms and Conditions

EFFECTIVE DATE

The effective date of this Agreement shall be the earliest of date:

- (i) Sign off date by the Customer of the Terms & Conditions document.
- (ii) Notice to Customer confirming that Customer has been registered to submit Samples to NQAC, or
- (iii) Customer's online submission of Order through the NQAC Website

TESTING SERVICES

Pursuant to the terms and conditions outlined herein (the "Agreement"), a customer ("Customer") may submit food, ingredients, packaging, or other samples (the "Sample") to NESTLE R&D CENTER (PTE) LTD, d/b/a Nestlé Quality Assurance Center at its Nestlé Quality Assurance Center in Singapore ("Nestlé") for analysis and testing ("Testing Services").

Customer and Nestlé are individually referred to herein as a "Party" and collectively, as the "Parties".

The Testing Services will be undertaken in the time period agreed to between Nestlé and the Customer and in the absence of agreement within a reasonable time; Nestlé will not be liable for any delay in providing the Testing Services.

In the event that the time period agreed will not be respected, Nestlé will inform the Customer in due time.

Any reports issued by Nestlé relate exclusively to the Sample provided by the Customer and do not relate to the lot (batch) from which Sample have been obtained.

Nestlé may delegate or subcontract the performance of part or all of the Testing Services to a third party and the Customer authorizes the release of all information necessary to the third party for the provision of the Testing Services.

To the fullest extent permitted by law, Nestlé may reject any Samples and/or refuse to provide Testing Services to any Customer, at any time, for any reason, as determined in its sole discretion.

SAMPLE RETENTION

Unless an extended period is approved by Nestlé in writing prior to, or at the time of, Customer's Sample submission or before sample disposal, Nestlé shall endeavor to retain Samples submitted for analysis and testing hereunder for a period of 12 days after results have been reported ("Sample Retention Period"). Notwithstanding the foregoing, Customer acknowledges and agrees that the Sample Retention Period may be compromised by the stability of the Sample, the quantity of Sample, or other factors. In such event, Nestlé shall have no responsibility or liability for any Samples that are not retained for the full Sample Retention Period. To the extent Nestlé agrees, in its sole discretion, to provide Customer an extended Sample Retention Period, Nestlé reserves the right to charge Customer additional fees. For clarity, Nestlé shall have no obligation to provide Customer an extended Sample Retention Period.

QUALITY ASSURANCE AND DOCUMENTATION

Unless additional specifications are approved by Nestlé in writing prior to the commencement of the Testing Services, all Testing Services provided by Nestlé will be performed in accordance with Nestlé's Quality Assurance Program, as may be amended from time to time. To the extent Nestle agrees, in its sole discretion, to provide the Testing Services in accordance with additional specifications or documentation provided by

Customer, Nestlé reserves the right to charge Customer additional fees. For clarity, Nestlé shall have no obligation to provide the Testing Services in accordance with any additional specifications or documentation provided by Customer.

RAW DATA

Nestlé maintains analytical raw data from the Testing Services for the current year, plus an additional 4 years after Testing Services are complete. Copies of pertinent raw data will be provided upon Customer's request, in a manner and format determined by Nestlé in its sole discretion. Nestlé reserves the right to charge Customer additional fees for extended storage and/or copies of raw data, duplicate reports, or other special reporting requirements.

CONFIDENTIALITY AND REFERENCES TO NESTLÉ

All services, documents, analysis and reports provided to Customers pursuant to this Agreement are provided on a confidential basis. Customer will not disclose such confidential information to any third parties without the prior consent of Nestlé.

Customer will not identify Nestlé as a service provider of Customer, or reference Nestlé (or its affiliates) or use any trade name, trademark, trade dress, service mark or any intellectual property of Nestlé or its affiliates in any press release, advertising or promotional materials in any media whatsoever, or represent that any sample has been tested, analyzed, endorsed or approved by Nestlé or its affiliates, without Nestlé's prior written consent. Nestlé may disclose information, analysis, reports and similar documents to its employees and the employees of the Nestlé group of companies and any third party (for e.g. subcontractors) where disclosure is necessary in connection with the performance of Testing Services or to its legal or professional advisors.

Nestlé will not provide any analysis and report in respect of the Testing Services performed for the Customer to any other third party without the

Customer's written consent, such consent not to be unreasonably withheld.

WARRANTY

Nestlé will perform the Testing Services in a manner consistent with the level of care and skill ordinarily exercised by analytical laboratories currently practicing under similar conditions and circumstances and performing similar services. All other warranties, whether expressed or implied, including, but not limited to, those related to fitness for particular purpose, merchantability, satisfactory quality, accuracy or completeness of results and non-infringement are excluded.

INDEMNITY

To the fullest extent permitted by law, Customer agrees to indemnify, hold harmless and defend Nestlé, its officers, directors, agents, representatives and employees from any and all claims, judgments, fines, penalties, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees and court costs, loss of earnings or profits, arising from or in connection with (i) any breach by Customer of the terms of this Agreement; or (ii) any defect related to a manufactured product where a Sample of such product was tested hereunder.

PERSONAL DATA PROTECTION CLAUSE

The services do not involve any collection or processing of personal data, which is generally any data that could identify an individual.

LIMITATION OF LIABILITY

Nestlé shall not be liable for any delayed, partial or total non-performance of the Testing Services arising directly or indirectly from any event outside Nestlé control including failure by the Customer to comply with any of its obligations hereunder.

In no event shall Nestlé, its affiliates and their directors, officers, agents or employees be liable for any non-direct damages, including incidental, indirect, special or punitive damages, or loss of business revenues or

profits or loss of opportunity, relating in any way to any services provided under this Agreement, under any theory of law and whether or not the parties are aware of the possibility of such damages.

By receiving and/or using the data from Testing Services performed by Nestlé in any manner, Customer acknowledges and agrees that the total liability of Nestlé, its directors, officers, agents or employees to Customer arising out of or in connection with the Testing Services performed shall not exceed the invoiced amount for said Testing Services. The foregoing shall apply notwithstanding any provision to the contrary in any Customer purchase order or other order for work issued.

In no event shall Nestlé be liable for any information provided or otherwise set forth in Nestlé's customer day-to-day or mass communication correspondence, including without limitation, any errors contained therein.

Unless Nestlé explicitly agrees in writing, the Testing Services shall be provided solely for the benefit of the Customer and cannot be relied on by a third party. The Customer will indemnify and hold Nestlé harmless against any and all third party claims relating to the provision of the Testing Services to the Customer.

PAYMENT

Customer will pay Nestlé for the Testing Services and any additional fees incurred hereunder within 30 days from Customer's receipt of Nestlé's invoice therefor.

Fees are exclusive of GST, which will be paid by the Customer.

In the event that any unforeseen circumstances or expenses arise in undertaking the Testing Services, Nestlé will endeavor to inform the Customer of any additional costs incurred by Nestlé and unless the Customer advises Nestlé not to undertake any further works, the Customer will be responsible for the additional costs.

In the event Customer fails to pay Nestlé all or a portion of the fees due and owing hereunder, Nestlé shall have the right, in addition to any other rights or remedies available at law or in equity, to immediately suspend or terminate all or a portion of any outstanding Testing Services, immediately suspend and/or withhold any and all Customer lab results, immediately reject any and all Customer requests for Testing Services (disposal fees of Samples and/or other fees may apply), and review Customer's credit account, until such time that Nestlé has received Customer's payment in full.

Customer is solely liable for any transfer fees, excises, levies or taxes which Nestlé may be required to pay or collect, under any existing or future law, upon or with respect to the Testing Service, and Customer agrees to pay the amount thereof on the same terms as it shall pay the fees. Approved methods of payment are check and bank transfer only.

TERM AND TERMINATION

This Agreement will commence as of the Effective Date and remain in full effect until the Testing Services are complete (the "Term"), unless sooner terminated as provided herein.

A party may terminate this Agreement immediately if: (i) the other party commits any material breach and fails to cure such material breach within 30 days after written notice thereof from the non-breaching party; or (ii) the other Party enters bankruptcy proceedings, becomes insolvent, or otherwise becomes generally unable to meet its liabilities as they fall due.

Additionally, Nestlé may terminate this Agreement, in whole or in part, without cause or penalty, at any time by providing Customer at least 30 days prior written notice of termination.

If this Agreement is terminated pursuant to this Section, Customer agrees to pay Nestlé any portion of the fees due to Nestlé up to the date of termination.

FORCE MAJEURE

Except for any payment obligations hereunder, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party. Any party claiming that a force majeure condition has arisen will immediately notify the other party of the same. Such party will notify the other party as soon as possible (no more than 3 days) after such condition has ceased.

GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed under the laws of Singapore, without regard to its principles of conflicts of laws.

The courts of Singapore will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

ASSIGNMENT AND SUBCONTRACTING

Customer may not assign, subcontract, or otherwise transfer this Agreement or any of its related rights or obligations without Nestlé's prior written consent. For purposes hereof, an assignment will be deemed to occur upon the sale or transfer of (i) a controlling interest in the stock of Customer or any entity which, either indirectly or directly, owns or controls Customer, or (ii) all, or substantially all, of Customer's assets. Any attempted assignment, subcontracting or transfer of this Agreement by Customer will be null and void, and will be deemed a non-curable material default of this Agreement by Customer, entitling Nestlé to exercise any right or remedy available to Nestlé at law or in equity by virtue of such default. Nestlé may freely assign, subcontract, or otherwise transfer this Agreement or any of its related rights or obligations.

SURVIVAL

Any provisions in this Agreement that by their nature extend beyond expiry or termination of this Agreement will survive any expiry or termination of this Agreement.

ENTIRE AGREEMENT

This Agreement and anything attached to or incorporated into it, constitutes the final, complete, and entire agreement between the Parties and supersedes all previous communications between the Parties, whether oral or written. All such previous communications are hereby abrogated and withdrawn.

MODIFICATION

No quotations, proposals, contracts, invoices, purchase orders, confirmation orders, work orders, or similar documents, regardless of when dated, will modify this Agreement.

This Agreement may be modified in writing from time to time by Nestlé without notification or reference to the Customer, and any Testing Services under this Agreement will be governed by the prevailing version of this Agreement that is in effect.

Any changes to this Agreement will only be binding on a party if approved in writing by an authorized representative of that party, and which specifically states that such writing constitutes an amendment to this Agreement.

Issue date: 30 January 2019