

SARA LEE PURCHASE TERMS

DUTCH LAW VERSION

Unless otherwise agreed in writing, the following terms and conditions (these "Purchase Terms") will apply when Sara Lee Corporation or any of its subsidiaries or affiliates ("Sara Lee") is purchasing or licensing goods, materials or services from a seller, provider or other supplier ("Supplier") pursuant to a written request from Sara Lee which has been accepted by Supplier whether in writing or by beginning to perform in accordance with such request (a "Purchase Order").

1. DEFINITIONS.

The following terms will have the following meanings:

- (a) "Days" means calendar days.
- (b) "Laws" means laws, rules or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over either party.
- (c) "Products" means goods, materials or services that Supplier agrees to provide to a Sara Lee entity.
- (d) "Supplier Personnel" means Supplier's and its subcontractor's employees, agents, consultants and any other individuals acting on Supplier's behalf who are directly or indirectly involved in the performance of Supplier's obligations to Sara Lee.

2. COMPENSATION.

2.1 Invoices.

Supplier will present Sara Lee with an invoice for the amounts due and owing pursuant to each Purchase Order within the time period set forth in the Purchase Order. Each invoice will be in a form reasonably acceptable to Sara Lee.

2.2 Payments.

Sara Lee will pay all undisputed amounts on each invoice within the time period set forth in the Purchase Order. Sara Lee will have no obligation to pay any amounts that Supplier fails to invoice to Sara Lee within 120 days after the amounts were incurred. Sara Lee will not be required to pay any late charge, interest, finance charge or similar charge, other than the statutory interest as meant in article 6:119 jo article 6:120 sub 1 of the Dutch Civil Code. Article 6:119a jo article 6:120 sub 2 of the Dutch Civil Code are not applicable.

2.3 Right to Set Off.

Sara Lee will have the right to set off amounts owed by Supplier or any of Supplier's affiliates to Sara Lee or any of Sara Lee's affiliates against amounts payable under these Purchase Terms.

2.4 No Liens.

Supplier will not file, and will not permit any of its contractors or its subcontractors acting on Supplier's behalf to file, any mechanic's or materialman's liens, retention rights, security rights or any security interests to secure payment under any Purchase Order. If any such liens, rights or interests arise, Supplier will remove them at its cost.

3. GOODS PURCHASE PROVISIONS.

3.1 Delivery; Risk of Loss.

Supplier will deliver goods in the quantities, on the dates and to the places specified in the applicable Purchase Order. Supplier will deliver the goods DDP ("delivered duty paid") (Incoterms 2000) at the place identified in the applicable Purchase Order. Supplier will use any mode of shipment, carrier and routing that Sara Lee specifies. Title to and risk of loss of the goods, including, but not limited to, shipping and transit costs, will pass to Sara Lee upon the delivery of the goods to Sara Lee in accordance with this Section 3.1. Delivery of the goods to an approved transportation carrier of Sara Lee will constitute delivery to Sara Lee for purposes of this Section 3.1. Supplier will bear the risk of loss of or damage to the goods until Sara Lee has accepted them. If a shipment is not accompanied by a packing slip, Sara Lee's count and/or weight will be conclusive

3.2 Prepayment.

If Sara Lee pays any amount for the goods before Supplier delivers them to Sara Lee, then (i) title (but not risk of loss) to each item of the goods will pass to Sara Lee upon identification of the item to the applicable Purchase Order, (ii) to the extent necessary to protect Sara Lee's title to the goods, Supplier grants Sara Lee a security interest in the goods to secure Supplier's obligation to deliver them to Sara Lee and all of

Supplier's other present and future obligations to Sara Lee, and (iii) Supplier will obtain from each person that holds a security interest in or lien upon the goods a written agreement releasing that security interest or lien or subordinating it to Sara Lee's interest in the goods.

3.3 Export and Import Requirements.

Supplier will prepare, maintain and, to the extent required under applicable Law, submit to the applicable customs authorities, all necessary information and documentation to comply with the applicable customs and export and import requirements of each country from which the goods will be exported and each country into which they will be imported.

3.4 Information regarding Non-Conforming Goods.

Supplier will promptly furnish to Sara Lee all information and copies of all documents (including any complaints, inquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Supplier receives that suggest or indicate that the goods, or any ingredient of, or any material included in, any of the goods, or any packaging or supplies used in connection with the goods, may not conform to the requirements of these Purchase Terms or any applicable Purchase Order, including goods, or ingredients, materials, packaging or supplies, that a governmental agency declares are unfit or otherwise unsafe for their intended use or in violation of any Law or that Sara Lee at any time believes in good faith may not conform to the requirements of these Purchase Terms or any applicable Purchase Order (collectively, "Non-Conforming Goods").

3.5 Rights with respect to Non-Conforming Goods.

- (a) Sara Lee will have the right to reject any Non-Conforming Goods. Sara Lee will provide Supplier with written notice of its rejection of any Non-Conforming Goods as soon as reasonably practicable after Sara Lee discovers the nonconformity. Any notice of rejection will specify the reasons for such rejection.
- (b) Upon Supplier's request, all such rejected Non-Conforming Goods will be returned to Supplier by Sara Lee or be disposed of by Sara Lee as instructed in writing by Supplier, at Supplier's risk and expense. Any Non-Conforming Goods returned to Supplier which bear the name, trademark, trade name, trade dress, logo or other identifying marks owned by or licensed to Sara Lee or any affiliate of Sara Lee may not be disposed of by Supplier (except by destruction) without the prior written approval of Sara Lee. Upon Sara Lee's request, Supplier will provide Sara Lee with a certificate of disposal signed by an authorized representative of Supplier.

4. SERVICES PROVISIONS.

4.1 Materials, Facilities and Assistance for Performance of Services.

Supplier will provide all necessary equipment and related materials, including specialized equipment and the like, to perform the services. Any work space, equipment, materials, training, supervision or other assistance to be provided by Sara Lee in connection with the services will be described in the applicable Purchase Order.

4.2 Supplier Personnel.

Supplier will assign only Supplier Personnel who are legally eligible to work in the country where they are providing services. If Sara Lee determines that the continued assignment to Sara Lee of any Supplier Personnel is not in the best interests of Sara Lee, Supplier will remove that individual from providing services and replace that individual with Supplier Personnel of suitable ability and qualifications without charge to Sara Lee.

4.3 Compliance with Sara Lee Policies and Procedures in Performance of Services.

Supplier will ensure that the Supplier Personnel, while assigned to provide services or otherwise visiting or accessing Sara Lee's or other Recipients' facilities, will (i) comply with Sara Lee's then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to Sara Lee personnel at those facilities, (ii) comply with all reasonable requests of Sara Lee personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and businesslike manner.

4.4 Services Warranty.

Supplier represents and warrants that it will perform the services (i) in a good, timely, efficient, professional and workmanlike manner using then-current technology, (ii) using sufficient numbers of Supplier Personnel who are fully familiar with the technology, processes and procedures to be used to deliver the services and have suitable competence, ability, education, training and other qualifications for any assigned roles, (iii) with at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to or higher than the accepted industry standards applicable to the performance of the same or similar services, and (iv) in compliance with the requirements of the applicable

Purchase Order. If Supplier breaches this warranty, Supplier will promptly correct or cause the correction of the deficiencies giving rise to the breach at Supplier's sole expense.

5. COMPLIANCE.

5.1 Compliance with Laws.

Supplier represents and warrants that Supplier will perform all of its obligations to Sara Lee in compliance at all times with all Laws that are applicable to Supplier in performing its obligations to Sara Lee or that would be applicable to Sara Lee if Sara Lee were performing those obligations using its own employees and assets.

5.2 Compliance with Sara Lee Corporation's Global Standards.

Supplier represents and warrants that Supplier is and will continue to be in full compliance with Sara Lee Corporation's Global Standards for Suppliers, as those standards appear from time to time on the "Business Partners" section of the Sara Lee website at www.saralee.com.

6. THIRD PARTIES.

6.1 Assignment.

Neither party may assign any rights or delegate any obligations under these Purchase Terms or any Purchase Order without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

6.2 Subcontractors.

Supplier will not subcontract any of its obligations without obtaining Sara Lee's prior written approval of that subcontractor. Notwithstanding any approval by Sara Lee, Supplier will remain solely responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Purchase Terms or any Purchase Order.

7. INDEMNITY.

7.1 Indemnification by Supplier.

Supplier will indemnify, defend and hold harmless Sara Lee and the third parties mentioned in article 12.6 and each of their respective direct and indirect officers, directors, shareholders, employees, agents, successors and assigns (each, an "Indemnified Person") from any and all third party claims and damages and all related costs and expenses (collectively, "Losses"), and threatened Losses due to, arising from or relating to (i) Supplier's actual or alleged breach of these Purchase Terms (ii) any actual or alleged infringement, violation or misappropriation of the patent, copyright, trade secret, trademark or other intellectual property or proprietary rights of any third person by Supplier, (iii) negligent, willful or reckless acts or omissions of or by Supplier, (iv) any contract or commitment entered into by Supplier with any third party that provides goods, materials or services to Supplier; or (v) death, personal injury, bodily injury or property damage caused by Supplier (collectively, "Indemnified Claim"); provided, however, that Supplier will have no liability to Sara Lee for any such Losses to the extent caused by the negligent, willful or reckless acts or omissions of or by Sara Lee.

7.2 Liabilities Not Limited.

Notwithstanding anything to the contrary, no limitations of liability, disclaimers or waivers of any damages that are set forth in these Purchase Terms or any Purchase Order will apply to losses or obligations arising in connection with (i) death, personal injury, bodily injury or property damage caused by either party and (ii) the negligence or willful or reckless acts or omissions of a party.

8. INSURANCE.

8.1 General.

Supplier will procure and maintain in effect, at its own expense, sufficient liability insurance (including general liability, product liability and employer's liability).

8.2 Property of Employees and Subcontractors.

Supplier will require all subcontractors and others performing any of the services at Sara Lee facilities to procure and maintain in effect the insurance required by [Section 8.1](#) or any Purchase Order. Supplier waives any and all rights of recovery it may have against Sara Lee for damage or destruction of property of Supplier or its employees. Supplier's policies insuring any such property will contain a waiver of subrogation clause or endorsement.

9. FORCE MAJEURE.

9.1 Definition.

The term "Force Majeure Event" means any event or circumstance that is beyond the affected party's reasonable control, as meant in article 6:75 of the Dutch Civil Code. A dispute between a party and its own employees will not be considered a Force Majeure Event.

- 9.2 Exclusions From Liability.
Supplier promptly notifies Sara Lee of a Force Majeure Following its receipt of any such notice, Sara Lee will have the right (A) to acquire all or part of the Products or similar goods, materials or services from others on such terms and in such manner as Sara Lee may deem appropriate, without liability to Supplier, for so long as Supplier is unable to satisfy its obligations to Sara Lee under these Purchase Terms or any Purchase Order, (B) to terminate any Purchase Order and/or these Purchase Terms if the Force Majeure Event continues for a period of 30 days or more by giving Supplier written notice of and/or (C) to require Supplier to ship the goods or materials or to perform the services in accordance with a revised delivery schedule specified by Sara Lee.
10. **DUTCH LAW.**
This Agreement is deemed to have been drawn up and arranged in accordance with Dutch law and is governed exclusively by Dutch law. All disputes arising out of or otherwise connected with this Agreement will be brought exclusively before the competent court in Utrecht, The Netherlands, unless Sara Lee opts to take legal action against Supplier before the competent court for Supplier's domicile.
11. **TERM AND TERMINATION.**
- 11.1 Term.
These Purchase Terms are effective from the date of issuance of the applicable Purchase Order until terminated in accordance with these Purchase Terms.
- 11.2 Termination.
The Parties may terminate any Purchase Order for cause, in whole or in part, as of the date specified in a notice of termination, if the other Party materially breaches its obligations under the Purchase Order or these Purchase Terms and does not cure that material breach within a reasonable period.
- 11.3 Termination for Financial Insecurity.
Either party may terminate any Purchase Order, in whole or in part, as of the date specified in a termination notice if the other party (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution or administration, (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (vii) recklessly or intentionally makes any material misstatement as to financial condition.
12. **GENERAL.**
- 12.1 No Modification.
No amendment, modification or change of these Purchase Terms will be valid unless in writing and signed by an authorized representative of the party to be bound. No provisions and conditions on invoices, Purchase Orders, order acknowledgements or the like will have any force or effect between the parties. Payment of an invoice does not constitute an agreement to the content of the invoice.
- 12.2 Severability.
If any provision of these Purchase Terms conflicts with the law under which these Purchase Terms is to be construed or if any provision of these Purchase Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
- 12.3 Third Party Beneficiaries.
Supplier acknowledges and agrees that each Sara Lee entity that issued the applicable Purchase Order, and, to the extent identified in the applicable Purchase Order, Sara Lee affiliates, customers, employees, suppliers, business partners and divested companies is an intended third party beneficiary of these Purchase Terms and is entitled to rely upon all rights, representations, warranties and covenants made by Supplier in these Purchase Terms to the same extent as if each of those third parties were Sara Lee hereunder. Otherwise, no third party will be deemed to be an intended or unintended third party beneficiary of these Purchase Terms.
- 12.4 Publicity.
Supplier will not, without Sara Lee's prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Sara Lee in any sales, marketing or publicity activities or materials, or (ii) issue any press release, interviews or other public statement regarding these Purchase Terms, any Purchase Order or the parties' relationship.

END OF PURCHASE TERMS