

## **INGREDION SINGAPORE PTE LTD – STANDARD TERMS AND CONDITIONS OF PURCHASE**

These standard terms and conditions (“**Agreement**”) apply to all contracts for the purchase of Goods or Services by Ingredion from the Supplier. The entire Agreement between Ingredion and Supplier for purchase of the Goods or Services by Ingredion from the Supplier in the order of precedence:

- (a) where clause 2.2 applies, the written agreement referred to in that clause;
- (b) this Agreement;
- (c) any other terms and conditions (including Specification) incorporated by reference in the Purchase Order as long as the Supplier has details of those terms and conditions;
- (d) any other terms and conditions which are imposed by law and which cannot be excluded; and
- (e) any agreed written variation.

### **1. Definitions**

In this Agreement,

- (a) “Goods” means the goods described in the Purchase Order;
- (b) “GST” means any tax including additional tax imposed on the supply of or payment for Goods or Services which is imposed or assessed under GST law;
- (c) “Purchase Order” means Ingredion’s order of Goods or Services issued to the Supplier.
- (d) “Representative” of a party means that party’s director, officer, employee or agent.
- (e) “Services” mean the services described in the Purchase Order;
- (f) “Specifications” mean any technical or other specifications relating to the Goods or Services referred to in the Purchase Order and details of which have been supplied by Ingredion or its Representative to the Supplier;
- (g) “Supplier” means the person who sells the Goods or provides the Services to Ingredion.

### **2. Binding Terms and Conditions**

2.1. This Agreement shall apply to all contracts for the purchase of Goods or Services by Ingredion from the Supplier to the exclusion of any terms and conditions of

any other materials which the Supplier may purport to apply or which are endorsed upon any correspondence or documents issued by the Supplier irrespective of their date of communication to Ingredion.

2.2. The parties may, but are not obliged to, enter into a separate written agreement relating to the ongoing supply of Goods or Services by the Supplier to Ingredion. Where the parties have signed such a separate written agreement that incorporates, includes or refers to this Agreement, this Agreement will include that written agreement. The order of precedence between this Agreement and the specific written agreement will be as specified in that written agreement, but if no order of precedence is specified, then the terms of that written agreement will prevail over this Agreement to the extent of any inconsistency.

2.3. The acceptance of a Purchase Order by the Supplier constitutes acceptance of this Agreement. The acceptance of a Purchase Order by the Supplier shall be made by a confirmation letter or performance. If the Supplier fails to send a written reply within seven (7) business days from receipt of Purchase Order, the Supplier shall be deemed to accept the order.

### **3. Price**

3.1. The price specified in the Purchase Order is firm, and is not subject to increase. The price includes all costs of testing, inspection, labeling, packing, charges for freight and delivery to and off-loading at the destination site specified in the Purchase Order.

3.2. The price at which the Goods or Services are provided by the Supplier to Ingredion does not (unless otherwise stated or agreed in writing) include GST, which must be added to the total price paid by Ingredion and indicated on the invoice issued by the Supplier to Ingredion after the order of Goods or Services is confirmed.

3.3. Unless otherwise stated or agreed in writing, the Supplier is responsible for freight and delivery to the destination site specified in the Purchase Order.

#### **4. Terms of Payment**

4.1. The Supplier will invoice Ingredion at the following events:

- (a) for any ordered Goods, at the time that the Goods are delivered to Ingredion, by the Supplier or by someone on behalf of the Supplier; and
- (b) for any ordered Services, upon completion by the Supplier of the Services to be provided to Ingredion.

4.2. Despite any payment terms specified on any Supplier's invoice, Ingredion will pay the Supplier's invoice within thirty (30) days from the date of receipt of the relevant Supplier's invoice by Ingredion.

#### **5. Delivery**

The Goods must be received on the delivery date and at destination specified in the Purchase Order. Time is of the essence. If the Supplier expects that it will not be able to meet the delivery date, the Supplier shall notify Ingredion the reasons therefor without delay so that Ingredion can take appropriate responding measures and use its best efforts to minimize the delay in supply. If the Supplier fails to meet any such delivery date, Ingredion may, without limiting its other rights and remedies, (a) cancel all or part of the Purchase Order for Goods or Services, and/or (b) claim damages therefrom against the Supplier.

#### **6. Title and Quality**

6.1. Title and ownership in the Goods passes on to Ingredion upon delivery and signing of a delivery note by an authorized Representative of Ingredion.

6.2. The Supplier bears all risks of loss and damage to the Goods until final acceptance by Ingredion in accordance with clause 6.3(b).

6.3. Notwithstanding any prior inspections or payments, all Goods shall be subject to:

- (a) final inspection which may include assessment, measurement, testing or examination; and
- (b) acceptance at Ingredion's facility within a reasonable time (but not

more than 90 days) after receipt of the Goods.

6.4. Ingredion's acceptance does not waive rights. If Ingredion accepts any Goods or Services, this does not extinguish any of its rights if the Goods or Services do not comply with the agreed specifications in the Purchase Order or terms and conditions specified in this Agreement.

#### **7. Supplier's Warranties**

7.1 Supplier warrants that the Goods:

- (a) are safe;
- (b) are free from encumbrances, defect or fault;
- (c) are of merchantable quality;
- (d) include appropriate and correct warnings and instructions;
- (e) are fit for the purpose for which purchased (as communicated by Ingredion to the Supplier);
- (f) comply with any representations, descriptions, samples or other specification (including Specification), quality, function, performance or design; and
- (g) include any applicable Supplier's warranty that passes to the consumer from Ingredion without liability to Ingredion.

7.2 The Supplier warrants that the Services will be performed:

- (a) in a good and workmanlike manner and with all due speed, care, skill and diligence;
- (b) in accordance with this Agreement, current industry codes of practice; and
- (c) by suitably qualified and licensed personnel and sub-contractors.

7.3 The Supplier warrants that the performance of this Agreement:

- (a) will not breach any agreement to which the Supplier is a party or by which the Supplier or its property is bound;
- (b) will not infringe any patent or other industrial or intellectual property rights of any third parties.

## **8. Rejected Goods**

8.1 Ingredient may reject any Goods or Services which do not comply strictly with this Agreement. If the Goods or Services are rejected, Ingredient may require:

- (a) in the case of either Goods or Services, the Supplier to refund any payment within 7 days; or
- (b) in the case of Goods, replacement of the Goods to Ingredient's satisfaction; or
- (c) in the case of Services, the re-supply of the Services.

8.2 Title and risk in the rejected Goods immediately re-vests in the Supplier. The Supplier is liable for all losses incurred by Ingredient due to the rejection of Goods or Services. The Supplier must, at its cost, remove from the rejected Goods any of Ingredient's Intellectual Property or any other distinguishing features such as name or symbols. In the event of a rejection of Goods or Services, the payment obligation shall be suspended forthwith.

## **9. Intellectual Property Rights**

9.1 The Supplier hereby agrees that all writings, specifications, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by the Supplier in performance of Services or the supply of Goods, including all worldwide rights therein under patent, copyright, trade secret, confidential information, or other intellectual property right (collectively "Work Product"), are the sole property of Ingredient. The Supplier assigns to Ingredient all rights, title and interest in and to all such Work Product, and shall perform such further acts needed to transfer, perfect, and defend Ingredient's ownership of the Work Product. The Supplier shall require its sub-contractors to execute written assignments of Work Product to effect such assignment.

9.2 To the extent that the Supplier or third parties retain ownership rights in materials delivered with the Goods whereupon which the Work Product is based, the Supplier grants to Ingredient an

irrevocable, worldwide, non-exclusive, royalty-free right and licence to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, and import such materials. The Supplier warrants that it owns or has acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set out in this clause 9.

## **10. Confidentiality**

Each party will keep confidential all terms and conditions of this Agreement and all information supplied in connection with this Agreement (including, without limitation, the price(s) of the Goods or Services) and will not disclose such terms and conditions to any third party, except its legal advisers or as may be required by court order, competent governmental agency, or in connection with a financial review of its business operations by its auditors. All information supplied by Ingredient remains the property of Ingredient and may only be used by the Supplier in fulfilling its obligations under this Agreement. The Supplier must not disclose any information without the prior written consent from Ingredient. The provisions of this clause will survive any termination or expiration of this Agreement.

## **11. Work on Ingredient's Premises**

If any Services are to be performed on Ingredient's premises, the Supplier must comply with all applicable environment, occupational health, and safety laws and Ingredient's then-current safety and other applicable policies. The Supplier shall provide Ingredient with a complete list of all chemicals, hazardous materials, and ingredients in the composition of goods used in the performance of the Services and a copy of the material safety data sheet for such chemicals and hazardous materials. The submission of such list by the Supplier shall not relieve the Supplier of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials prior to acceptance by Ingredient. All chemicals and hazardous materials brought by the Supplier to Ingredient's premises shall bear a label stating the identity of the chemical or material and the hazards associated therewith.

## **12. Release and Indemnity**

The Supplier must defend, indemnify and hold Ingredion, its affiliates, representatives, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, loss, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from or in connection with:

- (a) the acts, negligence, omissions or willful misconduct of the Supplier;
- (b) the Goods or Services supplied;
- (c) a breach of any of the Supplier's warranties or any other term of this Agreement;
- (d) Supplier's negligent, unauthorized or wrongful acts or omissions with regard to the use or installation of hazardous materials;
- (e) a claim that any Goods or Services supplied to Ingredion infringe upon or misappropriate any patent, copyright, trade mark, trade secret or other intellectual property interest of another; or
- (f) a claim of any lien, security interest or other encumbrance made by a third party.

## **13. Force Majeure**

Except for payment obligations, neither party hereto will be liable to the other party for failure of or delay in performance hereof when such failure or delay is caused by conditions beyond such party's control, including, but not limited to, war, strike, labour dispute, fire, flood, tornado, hurricane, government intervention, embargo, shortage of raw materials, breakdown, shortage or non-availability or failure of transportation facilities or equipment, or any Act of God, act of terrorism or any other condition not occasioned by such party's negligence. The party asserting force majeure will, in each instance, give the other party written notice within a reasonable time after knowledge thereof. If either party declares force majeure hereunder, this Agreement will remain in full force and effect for a period of sixty (60) days from said declaration. After the expiration of sixty (60) days, the party not claiming force majeure may terminate this Agreement upon written notice to the party claiming force majeure.

## **14. Reporting**

14.1 The Supplier must notify Ingredion by telephone (immediately confirmed in writing) or facsimile transmission immediately after it becomes aware of any information (whether credible or otherwise) which may give rise to a recall of Ingredion's product.

14.2 Without limiting clause 14.1, the Supplier must notify Ingredion as soon as is practicable after it becomes aware of any adverse publicity or threatened or pending legal proceedings with respect to any of the Supplier's goods or services or of any other information that might adversely impact upon the goodwill associated with Ingredion or Ingredion's product.

14.3 The Supplier shall provide Ingredion with technical information, analysis certificate, quality or regulation certificate or any other information that Ingredion may reasonably request. The Supplier shall cooperate with Ingredion in connection with Ingredion's access to the Supplier's manufacturing facilities for the Goods or inspection for quality control and regulation compliance.

## **15. Anticorruption Law Compliance**

15.1 The Supplier agrees and covenants that it will conduct its business related to this Agreement in compliance with all applicable laws, including all applicable anticorruption-related laws, rules and regulations. The Supplier agrees and covenants that neither it nor any of its employees, officers, directors, owners, affiliates, business partners or agents will offer, pay, promise to pay, or authorize the payment of any money or giving of anything of value, directly or indirectly through a third party, to any Government Official, representative of a commercial entity, or any person acting on behalf of any of the foregoing in order to influence any act, decision or failure to act by a Government Official or representative of a commercial entity in his or her official capacity; to induce a Government Official or representative of a commercial entity to do or omit to do something in violation of that person's lawful duties or to cause such person to use their influence to affect or influence an act or decision of the

Government or commercial entity; or to secure any improper advantage for the Supplier or Ingredion in connection with the business under this Agreement.

(a) "Government Official" means an employee or official of any Government or Government entity, as defined below, and any candidate for public office.

(b) "Government" or "Government Entity" means any agency, instrumentality, subdivision or other body of any central, regional, or municipal government, any commercial or similar entities in any jurisdictions that the Government controls or owns, including any stated-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party.

15.2 Ingredion shall be entitled to terminate this Agreement or any other business dealing with the Supplier immediately on written notice if the Supplier fails to perform its obligations in accordance with this Agreement. The Supplier shall have no claim against Ingredion for compensation of any loss of whatever nature by virtue of the termination of this Agreement in accordance with this clause. To the extent (and only to the extent) that the laws of Singapore provide for any such compensation to be paid to the Supplier upon the termination of this Agreement, the Supplier hereby expressly agrees to waive (to the extent possible under the laws of Singapore) or repay Ingredion any such compensation.

## **16. Policies and Code of Conduct**

16.1 The Supplier will comply, and ensure that its employees and its approved agents and/or subcontractors comply, with the Ingredion Group's Global Supplier Code of Conduct ("GSCC") (which can be viewed and downloaded in various languages at the weblink below) as it applies to the Supplier's dealings with the Ingredion Group's employees. The Supplier will also comply with, and ensure that any approved agent and/or subcontractor shall comply with, any other policies created by the Ingredion Group, including revisions to these policies, and such other policies of which the

Ingredion Group provides reasonable notice to the Supplier.

<https://www.ingredion.com/apac/en-sg/company/meet-ingredion/corporate-responsibility.html>

16.2 The Supplier must ensure that the Goods and any dealing between Ingredion and the Supplier must comply with all laws, regulations and standards that ensure the Goods are saleable in Singapore, including those relating to manufacturing, storage, packaging, labeling and transportation.

## **17. Entire Agreement**

17.1 This Agreement, together with any other purchase order(s), invoice(s), sales contract(s) issued from the Supplier to Ingredion will together constitute the entire Agreement between parties with respect to the subject matter hereof, and will supersede all other written or oral agreements (including any antecedent deal memo or term sheet) and representations between the parties with respect thereto except for (a) in the preface of this Agreement.

17.2 This Agreement may not be amended, modified or altered in any manner or form, unless such amendment, modification, or alteration is in writing and is signed by duly appointed authorized representatives of the parties. The Supplier is an independent contractor of Ingredion. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or principal-agent relationship or any other type of relationship between the parties.

## **18. Assignment**

The Supplier shall not assign or transfer its contractual rights and obligations under this Agreement to third parties without Ingredion's prior written consent.

## **19. Governing Law and Jurisdiction**

19.1. This Agreement will be governed by and construed in accordance with the laws of Singapore save for the Contract (Rights of Third Parties) Act (Cap. 53B) of Singapore or any statutory modification or revisions of that Act, which is expressly excluded from application to this Agreement.

19.2. The parties hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Singapore in

respect of any matter or dispute arising under or in connection herewith.