

**INGREDION CHINA LIMITED AND INGREDION SHANDONG LIMITED (“INGREDION”) –  
STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS**

1. GENERAL PROVISIONS

- 1.1 Ingredion China Limited and Ingredion Shandong Limited (hereinafter referred to as “Party A” or “Ingredion”) and the Supplier (hereinafter referred to as “Party B”). Party A will purchase the goods described herein from Party B through placing orders therefor in accordance with these terms and conditions of purchase set forth herein.

2. PRICE OF THE GOODS AND SETTLEMENT

- 2.1. The price of the goods hereunder is pursuant to Ingredion’s warehouse at 450 Huatie Lu, Songjiang Industrial Zone, Shanghai and includes value-added tax of 17%. The price of the goods will be settled in Renminbi.
- 2.2 The unit price of the goods shall be agreed and indicated in the Purchase Order, which shall be binding upon both Parties during the term of this Agreement, and may not be changed without confirmation of both Parties.
- 2.3 Party A has the right to enjoy the price under Article 2.2, and shall not be subject to any minimum purchase requirement.
- 2.4 The Parties agree to review the unit price under Article 2.2 in the event of fluctuation of the market price of the raw material by 10% compared with the market price of the raw material on the date hereof, and decide a new unit price upon mutual agreement of the Parties.

3. QUALITY STANDARDS AND QUALITY REQUIREMENTS

- 3.1 With regard to products supplied by Party B from designated manufacturers approved by Party A, Party B shall formally inform Party A in advance of any change in writing relating to such products which could affect Party A’s use of the same, and such products may be supplied only upon Party A’s approval of the relevant change. Such changes include, without limitation, changes in place of manufacture, changes in raw materials or formulation, changes in the production process, changes in product control standards, changes packaging method or materials, changes in labels or marks, changes in storage or transportation conditions, etc.; violation of this article shall be deemed as a Material Breach;
- 3.2 The manufacturer must provide a letter of guarantee to the satisfaction of Party A.
- 3.3 Party B must provide Party A with the documents listed in Party A’s Supplier Documentation Requirements, and ensure that such documents are truthful and valid.
- 3.4 Party B shall furnish at least once each year a type test report issued by a third party laboratory showing that food safety and quality standards are met.
- 3.5 The raw and supplementary materials and food additives used shall comply with food safety requirements and conform to applicable laws, regulations and specifications set by Party A.

4. ORDERS AND TRANSPORTATION

- 4.1 Party A must inform Party B in writing of its order quantities in the form of a purchase order at least 7 days prior to the requested delivery date so that Party B can prepare the goods as requested. Party B must return the signed and chopped confirmation to Party A within one (1)

working day. Failure to reject the purchase order within the said period shall be deemed as agreement by Party B to Party A's purchase order.

- 4.2 Party B shall deliver on-spec products on schedule and in the correct quantities as requested in the order. Party B shall also include a quality inspection report with each batch of products.
- 4.3 Party B shall arrange transportation by the van. The inside of the vehicle must be clean, dry, tidy and free from rust, stain and odor. Food grade goods may not be placed together with non-food items, odorous items, allergens or transgenic items.
- 4.4 During transportation, goods should be tightly sealed and protected against damp and moisture. Once the products have been loaded, they shall be taken directly to the delivery location specified by the customer. If, in special circumstances, it becomes necessary to use a different vehicle, temporarily unload the products, or transfer the products to another vehicle, Party B shall ensure that this complies with food hygiene regulations. In addition, Party B shall select loading and unloading tools and a controlled area (warehouse) appropriate for food products to carry out the relevant operations. If any the above circumstances occurs, Party B must immediately notify Party A and seek approval, failing which Party B shall be responsible for the relevant losses.
- 4.5 Regarding product storage requirements, product storage shall meet food safety and protection requirements and follow good manufacturing practice.

## 5. ACCEPTANCE OF GOODS

- 5.1 Party A will carry out the acceptance procedures for the goods and acceptance will be carried out by means of random sampling. If Party A does not raise any objections within 90 days after it starts using the goods, it shall be deemed to be satisfied with the goods.
- 5.2 The standards for acceptance of the goods shall be the National Starch standards for raw materials confirmed by the Parties. If the goods truly do not conform with the acceptance standards, and it is ascertained that Party A is not responsible, Party A shall have the right to return the goods, and Party B shall bear the direct economic losses sustained by Party A as a result thereof.

## 6. DAMAGES

- 6.1 If Party A's production is affected by a quality problem with a product supplied by Party B, such problem having been verified upon testing by Party A or an authoritative statutory third party testing institution, or by failure to make a delivery as scheduled for a reason outside Party B's control, Party A shall have the right to require Party B to bear all or a portion of its actual direct losses.

## 7. NON-DISCLOSURE OBLIGATIONS

- 7.1 Neither Party should disclose to any third party any of the material content of this Agreement, such as prices, goods specifications or standards, etc.
- 7.2 Neither Party may disclose any trade secrets hereunder to a third party; otherwise, it shall bear the relevant liability.
- 7.3 Party B warrants that it will comply with the non-disclosure requirements of Party A's technology department regarding technology. Without Party A's permission, Party B and its employees may not divulge any information concerning Party A's technology to any third party.

## 8. ANTICORRUPTION LAW COMPLIANCE

- 8.1 Party B agrees and covenants that it will conduct its Party A-related business in compliance with all applicable laws, including all applicable anticorruption-related laws, rules and regulations. Party B 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 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 Party B or Party A in connection with the business under this Agreement.

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

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

- 8.2 Party B agrees and covenants to keep complete and accurate records of all transactions and expenses related to its Party A-related business, which must set forth, in reasonable detail the true purpose of each transaction.

Upon reasonable notice from Party A, Party B agrees and covenants that it provides Party A or its agents with access to Party B's premises during normal business hours to examine and/or copy all records reasonably requested by Party A or otherwise relevant to determine whether Party B is in compliance with the requirements of this Agreement. Party B shall promptly comply with all reasonable instructions by Party A during or as a result of such access, necessary to enable Party A to verify that Party B is in full compliance with applicable laws and its obligations under this Agreement.

- 8.3 Unless otherwise agreed to in writing by Party A, in fulfilling its obligations under this Agreement, Party B may not retain, or assign or delegate any of its responsibilities under this Agreement to, any third party.

## 9. AMENDMENT AND TERMINATION

- 9.1 This Agreement may be terminated in the following circumstances:

9.1.1 Either Party has materially breached this Agreement, in which case the non-breaching Party shall notify the Party in breach of its breach in writing and require it to rectify the same; if the Party in breach does not affect rectification within the time limit set out in the notice of breach, this Agreement shall end upon expiration of the time limit set out in the notice of breach;

for the purpose of this Article 9.1, "Material Breach" shall include, without limitation, violation of Articles 2.2, 6.3 and 8;

9.1.2 upon the occurrence of an event of force majeure within the meaning of this Agreement.

- 9.2 In furtherance to Article 9.1, Party A may terminate this Agreement immediately if Party B commits a criminal, fraudulent or material dishonest act with respect to Party A or any of its

employees, customers, suppliers, affiliates or business associates or if Party A reasonably believes Party B has breached Article 8 of this Agreement.

- 9.3 If it truly becomes necessary to amend or supplement this Agreement to provide for any matter not covered herein, the Parties must consult with each other and prepare a written supplementary agreement. Once signed by both Parties, such supplementary agreement shall be as valid and effective as this Agreement.

## 10. LIABILITY FOR BREACH OF CONTRACT

- 10.1 If either Party breaches this Agreement, it shall appropriately compensate the non-breaching Party for the direct (but not the indirect) losses sustained by the non-breaching Party as a direct result of such breach.
- 10.2 If Party B has confirmed an order placed by Party A, Party B must fulfill the confirmed order. If, due to operational adjustments, Party A needs to cancel all or part of an order which it has already placed, Party A shall notify Party B 7 days prior to the designated delivery date. Party A shall not be required to bear any legal liability in respect of such cancellation other than for giving the said notice.
- 10.3 If Party A fails to make payment on schedule, it shall pay Party B liquidated damages for the total unpaid amount for the goods in accordance with the saving interest rate promulgated by the People's Bank of China for the same period. If Party B delays the delivery of goods without giving prior notice, it shall pay Party A liquidated damages of 0.05 percent of the total value of the goods which have not been delivered for each day of delay (unless the delivery delay is due to an event of force majeure).
- 10.4 If Party A discovers during the course of the acceptance procedures for or actual use of the goods supplied by Party B that such goods do not conform to the requirements set out in the provisions hereof, Party A shall have the right to refuse to accept the goods, or to require the goods to be resupplied, or to have the goods replaced or repaired, or to return the goods, depending on the actual circumstances. If the replacements, repaired goods or resupplied goods are not delivered by the time confirmed by both Parties and Party A has not been notified of the delay in advance, Party B shall pay Party A compensation of 0.5 percent of the value of the purchase order under delay.
- 10.5 If any of the circumstances described in Article 10.4 occurs, or if the quantity of goods supplied by Party B is less than the quantity stipulated in Party A's purchase order, Party B must use all means to resupply products which satisfy the requirements hereof to Party A within the period of time agreed by both Parties and transport the same to the location designated by Party A in order to make good the shortfall in goods experienced by Party A.
- 10.6 If Party B fails to implement the provisions of Article 10.5 hereof, Party A shall have the right to terminate the contract and to claim compensation for Party B's breach.
- 10.7 Party A shall have the right to deduct the compensation payable by Party B for its breach of contract.
- 10.8 If either Party is unable to perform or is unable to fully perform the Agreement due to force majeure, the Parties shall handle the matter through consultations, pursuant to Article 117 of the *Contract Law of the People's Republic of China*. "Force majeure" means any objective circumstance which cannot be foreseen, whose occurrence and consequences cannot be avoided and which cannot be overcome by the Parties.
- 10.9 The construction, validity and performance of this Agreement shall be governed by the laws of the PRC. Any dispute, controversy or claim arising out of or relating to this Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration which shall be

conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. The arbitration shall be conducted in the English and Chinese language. The costs of the arbitration shall be borne by the party or parties as designated in the arbitration award.

11. MISCELLANEOUS

- 11.1 No waiver by either Party of any provision hereof shall be binding unless it is specific and made in writing. Such waiver shall apply to the act of non-compliance or breach of contract specifically stated and shall not apply to any subsequent or additional act of non-compliance or breach of contract.

**Annex 1 – Supplier Code of Conduct**

## 宜瑞安食品配料有限公司和宜瑞安（山东）食品配料有限公司（“宜瑞安”）

### - 标宜准购买商品条款和条件

#### **1. 总则**

- 1.1 宜瑞安食品配料有限公司（以下简称甲方或宜瑞安）与供应商（以下简称乙方）。所有购买商品条件和条款均按本协议的规定执行。

#### **2. 商品的价格和结算**

- 2.1. 订购商品价格为上海市松江工业区华铁路 450 号甲方仓库交货价格含 17%增值税。以人民币结算。
- 2.2 货物的采购单价以订单或合同确认为准，该价格在本有效期间对双方有约束力，未经双方确认不得变更。
- 2.3 甲方有权享受 2.2 条项下价格，且无需满足任何最低采购的条件。
- 2.4 甲乙双方同意，如果原料成本的市场价格上下波动超过本订立时的市场价格的10%，双方将对采购单价进行评估，并在协商一致后确定新的采购单价。

#### **3. 质量标准和质量要求**

- 3.1 乙方供应经甲方批准的指定生产厂家的产品，与产品有关的任何可能影响到甲方使用该产品的变更，应提前正式书面告知并获得甲方认可后方可供应变更后的产品，这些变更包括但不限于原产地变更、原材料及配方变更、生产工艺变更、产品控制标准变更、包装形式或材质变更、标签标识内容及储存运输条件变更等；对本条的违反属于重大违约行为；
- 3.2 生产厂家需提供符合甲方要求的保证书；
- 3.3 乙方需提供甲方附件 1 中《供应商索证要求》所涉及的文件，并确保其真实及有效；
- 3.4 每年应至少提供一次第三方实验室型式检验报告，以验证食品安全和质量标准的符合性；
- 3.5 使用的原辅料及食品添加剂应符合食品安全要求，遵循适用的法律法规，以及甲方的规格要求。

#### **4. 订货和运输**

- 4.1 甲方须将订货数量以采购订单形式在双方约定的要求到货期前至少 7 日书面通知乙方以便乙方按要求备货，乙方需于 1 个工作日内签字，盖章确认回传予甲方。逾期未明确拒绝的，视为乙方已接受甲方订单。
- 4.2 乙方按订单要求，按时、按量交付合格产品，并附每批产品质量检验报告。

- 4.3 乙方安排使用箱式货车运输。车箱内需干净、干燥、清洁、无锈迹、无污渍且无异味。食品级货物不能与非食品的，有异味的，过敏原，转基因的物料混放。
- 4.4 运输过程货物应覆盖严实，防潮及防湿。产品装车后，应直接到达客户指定交货地点。如果由于特殊原因，需要更换车辆、临时卸货，或将产品转移到另外车辆，应确保操作符合食品卫生规范。同时，应选择适宜食品产品的装卸工具和受控区域（仓库）进行操作。如有发生类似状况，乙方需第一时间通知甲方并获得批准，未经甲方批准的，应对造成的损失承担相应的责任。
- 4.5 关于产品的储存要求, 产品的储存应符合食品安全、防护要求和遵循良好的生产规范。

## 5. 商品的验收

- 5.1 商品由甲方验收，验收方式为抽检。
- 5.2 以双方确认的宜瑞安食品配料有限公司原材料标准作为货物的验收标准；如发现该商品确有不符验收标准的现象，经查明又非甲方责任的，甲方有权提出退货，乙方承担甲方由此而造成的直接经济损失。

## 6. 索赔

- 6.1 经甲方或者第三方法定权威的检测机构检验并证实由于所提供产品的质量问题的并非由于乙方控制以外的原因而未按时到货影响甲方生产的，甲方有权要求乙方承担部分或者全部直接实际损失。

## 7. 保密责任

- 7.1 甲乙双方均不宜向任何第三方透露本中的重要内容，如价格、商品规格标准等。
- 7.2 甲乙双方均不得将该中涉及商业秘密向第三方透露，否则应承担相应责任。
- 7.3 乙方保证遵守甲方技术部门的技术保密要求，未经甲方许可，乙方或其雇员不得向任何第三方泄露甲方有关技术的任何资料。

## 8. 反腐败法律合规

- 8.1 乙方同意并承诺，其将根据所有适用法律（包括所有适用的反腐败法律、规则和法规）开展其与甲方相关业务。乙方同意并承诺，其自身及其员工、高级职员、董事、所有人、关联公司、业务伙伴或代理均不会直接或通过第三方间接向任何政府官员、商业实体代表或代表任何前述机构行事的任何人提出支付、支付、承诺支付或授权支付任何钱款或给予任何有价值物，以影响政府官员或商业实体代表在其职务范围内的任何行为、决定或不作为，诱使政府官员或商业实体代表违反其法定职责实施某些行为或不作为，或促使该等人员利用其影响力去影响政府或商业实体的行为或决定，或者为乙方或甲方取得有关本相关业务的任何不当利益。

“政府官员”指任何政府或政府实体（定义见下文）的雇员或官员以及任何公务职位的候选人。

“政府”或“政府实体”指任何中央、地区或市政府的任何机构、机关、分部或其他实体，政府控制或所有的任何商业或类似实体，包括任何国有及国家经营的公司或企业，任何国际组织（如联合国或世界银行），以及任何政党。

- 8.2 乙方同意并承诺保持关于甲方相关业务的全部交易和费用的完整准确记录，其中必须以合理的细节记录每一交易的真实目的。

甲方发出合理通知后，乙方同意并承诺其允许甲方或其代理在正常工作时间进入乙方的场所检查和/或复制甲方合理要求的所有记录或其他用以确定乙方是否遵守本要求的相关记录。乙方应及时遵守甲方在该等评估过程中或因该等评估而发出的所有合理的指示，以便使甲方能够检验乙方是否充分遵守了适用法律及其在本项下的义务。

- 8.3 除非甲方以书面形式另行同意，否则，在履行其在本项下义务之时，乙方不得将其在本项下的任何责任保留给或转让或转托给任何第三方（包括分代理或分包商）。乙方同意，本项下收到的报酬的任何部分不得付给任何第三方。

## 9. 变更与解除

- 9.1 可于以下情况下终止：

9.1.1 如果任何一方严重违反本，在这种情况下，非违约方应就违约方的违约向违约方发出通知并要求其做出补救。如果违约方未能在违约通知中指定的期限内就其违约做出补救，本应于违约通知中指定的期限届满时终止。

为本第 9.1 条之目的，“重大违约”包括但不限于对第 2.2 条、6.3 条和 8 条的违反。

9.1.2 出现本中提及的不可抗力事件。

- 9.2 在第 9.1 条的基础上，如果乙方有涉及甲方或其任何雇员、客户、供应商、关联公司或商业伙伴的犯罪、欺诈或严重不诚信行为，或者甲方有理由相信乙方违反了本条款第 8 条，甲方可以立即终止本。

- 9.3 本如有未尽事宜，确需修改或补充的，需经双方共同协商，作出书面补充，经双方签定后，与本具有共同效力。

## 10. 违约责任

- 10.1 任何一方违反本条款，该方应就非违约方因该违约的直接结果而遭受的直接（而非间接）损失，向非违约方做出适当赔偿。

- 10.2 乙方如已确认甲方的订单，则乙方必须执行已确认的订单；如甲方因经营性调整需取消全部或部分已发的订单，则甲方应在指定交货时间前 7 日通知乙方，除此之外，无需就取消承担其他法律责任。



- 10.3 甲方发生逾期付款，应按中国人民银行同期的存款利率，按未付货款总值向乙方偿付违约金。乙方逾期交货而无事先通知的，每逾期一天，应按未交货总值的万分之五向甲方偿付违约金。（因不可抗力事件造成的逾期到货不在此列）
- 10.4 甲方在商品验收过程中或实际使用过程中，如发现乙方提供的商品不符合本各项条款所规定的要求，甲方有权根据实际情况拒收或要求重新供货、更换、修理或退货。如上述更换、修理或重新供货未能在甲乙双方共同确认的交货时间完成的而又无预先通知的，乙方按所涉逾期订单交货金额的千分之五向甲方偿付赔偿金。
- 10.5 在本中第 10.4 条款情况时，或乙方供货数量少于甲方采购订单所订数量时，乙方必须以一切方式并在甲乙双方共同商订的时间内向甲方重新提供符合要求的商品并运输至甲方指定地点，以补充由此造成的甲方货物的短缺。
- 10.6 乙方如未能执行本第 10.5 条款之规定，则甲方有权提出解除合同，并就乙方的违约行为提出赔偿。
- 10.7 甲方有权从未付货款中扣除乙方应支付的违约赔偿金。
- 10.8 任何一方因不可抗力原因不能履行或不能完全履行，按《中华人民共和国合同法》第一百一十七条规定，由甲、乙双方协商处理。不可抗力，是指当事人不能预见，对其发生和后果不能避免并不能克服的客观情况。
- 10.9 本的解释、效力和履行受中国法律管辖。因本（包括本的效力、无效、违反或终止）产生或与其相关的任何争议、分歧或索赔，应提交中国国际经济贸易仲裁委员会，按照提请仲裁时该委员会实行的仲裁规则通过仲裁解决。仲裁裁决应是终局的，对各方均具有约束力。仲裁应以中英文进行。仲裁费用由仲裁裁决中指定的一方或各方承担。

## 11. 其他

- 11.1 一方对本任何条款的放弃除非是以书面方式明确做出的，否则均无约束力。该放弃适用于其明确指明的不守约或违约事宜，而不适用于任何后来发生的或其他的不守约或违约事宜。

## 附件 1 - 供应商行为准则



## Supplier Code of Conduct (SCC)

Ingredion Incorporated is an innovative, customer-focused company that has built a reputation for providing the highest quality ingredients to our customers. We expect our suppliers to share the core values that reflect our principles and business practices. Our core values are: Safety, Quality, Integrity, Respect, Excellence and Innovation.

The Supplier Code of Conduct (SCC) is a supporting code to the Ingredion Policies on Business Conduct. Suppliers are expected to take note of, and adhere to, both the Policies on Business Conduct, and this code.

- **Labor and Human Rights:** protect the human rights of employees and to treat them with dignity and respect.
- **Safety and Health:** provide a safe and healthy working environment.
- **Quality:** meet generally recognized and/or contractually agreed quality requirements in order to provide goods and services that consistently meet Ingredion's needs, perform as warranted and are safe for their intended use.
- **Business Ethics and Integrity:** adherence to the highest standards of ethical conduct and compliance with law.
- **Environmental Stewardship:** conduct operations in a way that minimizes the impact on natural resources and protects the environment.
- **Confidentiality:** protect Ingredion's confidential information including its intellectual property, trade secrets or other proprietary information in supplier's possession.
- **Monitoring and Compliance:** suppliers should implement the appropriate compliance programs to ensure adherence to this Supplier Code of Conduct.

At Ingredion, we created this Supplier Code of Conduct to clarify the principles and expectations for suppliers doing business with us.

We expect our suppliers to share the principles which are expressed in this SCC which are an important part of our supplier selection and evaluation process.

The Ingredion SCC applies to suppliers, their affiliated entities, supplier personnel, subcontractors and others with whom suppliers do business ("Suppliers") and it is the Suppliers' responsibility to ensure that the SCC is appropriately communicated.

## 供应商行为准则 (SCC)

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Ingredion Incorporated 是一个以客户为中心的创新型公司，在向客户提供最高品质的材料方面赢得了良好声誉。我们期望供应商可以共享反映我们准则和业务实践的核心价值观。我们的核心价值观是：安全、质量、诚信、尊重、卓越和创新。

供应商行为准则 (SCC) 是 Ingredion “商业行为政策” 的支撑准则。供应商应注意并遵守 [“商业行为政策”](#) 和本准则。

- **劳动和人权：** 保护员工的人权并给予员工尊严和尊重。
- **安全和健康：** 提供安全和健康的工作环境。
- **质量：** 符合普遍认可和/或合同约定的质量要求，以便提供能够不断满足 Ingredion 需求、按照保证从事经营活动，以及能够安全的用于预期用途的产品和服务。
- **商业道德和诚信：** 坚持最高道德行为标准并且符合法律规范。
- **环境管理：** 以尽量减少对自然资源的影响并能保护环境的方式从事经营活动。
- **保密性：** 保护 Ingredion 的机密信息，包括保护其知识产权、商业秘密或供应商拥有的其他专有信息。
- **监控及合规：** 供应商应实施适当的合规计划，以确保遵守本“供应商行为准则”

在 Ingredion，我们编制了本“供应商行为准则”以阐述对与我们进行业务往来的供应商的期望和相关准则。我们期望供应商能共享 SCC 中阐述的准则，这是我们选择供应商和评价过程中的重要组成部分。此 Ingredion SCC 适用于供应商及其下属企业、供应商员工、分包商以及其他与供应商做交易的人员（“供应商”），并且供应商应承担确保 SCC 准确传达的责任。