

# Supplier Quality Agreement

## 1. Introduction

This document defines the generic quality requirements applicable to certain ROQUETTE Suppliers as defined in §1.2 "Scope".

### 1.1. Parties to the Agreement

This Quality Agreement is entered by and between:

**The SUPPLIER** (as defined in page 3 of this Agreement)

AND

**ROQUETTE FRERES SA** located at  
acting for themselves and on behalf of its affiliates.

(Hereafter together referred to as ROQUETTE).

An **AFFILIATE** being defined as any company directly or indirectly (a) owning or/and controlling a Party or (b) controlled by a Party or (c) under common control with this Party, where "own" means ownership of 50% or more of the equity shares, and "control" means ownership of 50% or more of the voting rights

### 1.2. SCOPE

This Quality Agreement shall apply to all deliveries of Products or Services entrusted to SUPPLIER involved in the manufacturing (processing aids, packaging materials, chemicals, ingredients, equipment, spare parts, components) or supply chain processes whose intended use is nutrition, petfood and pharmaceutical application.

Services entrusted in the following areas shall be deemed in the scope of this Quality Agreement:

- Warehousing;
- Goods transportation;
- Truck cleaning stations;
- Laboratories analysis;
- Process and packing activities

### 1.3. Term of the Quality Agreement :

This Quality Agreement shall become effective at from its date of signature and SUPPLIER's

obligations/liabilities taken hereunder by SUPPLIER shall survive for a period of ten (10) years, unless otherwise terminated in accordance with the provisions of the paragraph hereunder.

Updates and revisions shall be subject to a written amendment executed between the Parties, being intended that each Party may terminate this Agreement at any time subject to a six (6) months' written notice.

This Quality Agreement shall become an integral part of any contractual documentation, in whatever form (herein **Contract(s)**) executed between the Parties for the delivery of Products and/or Services to ROQUETTE. In case of discrepancy between the content of this Quality Agreement and other Contracts or related documentation, the terms of this Quality Agreement shall prevail over any contrary provisions, unless the Parties expressly agree otherwise by naming in the Contract the specific paragraphs of this Quality Agreement which needs to be amended and how these paragraphs are actually amended.

## 2. Confidentiality

SUPPLIER agrees to keep confidential any ROQUETTE proprietary information to which it may be granted access during the performance of this Quality Agreement, Use of ROQUETTE proprietary information is limited to those items which are strictly necessary for the supply to ROQUETTE of Products and/or Services entrusted as per a Contract or as part of any exchange in between ROQUETTE and SUPPLIER and may not be used for any other purpose.

Furthermore, the use of ROQUETTE's logos, trademarks and commercial name is banned unless otherwise acknowledged in writing by ROQUETTE.

## 3. Scope of Application & Regulatory Compliance

Products and Services entrusted to SUPPLIER are intended to be marketed and/or integrated in ROQUETTE's operations.

SUPPLIER represents that it is fully aware of the Products and/or Services final destination and

warrant that Products and Services delivered are fit for their purpose(s).

SUPPLIER shall comply with all applicable laws and regulations including in particular, as per the specifications defined by ROQUETTE and transmitted to SUPPLIER, and those governing the provision of Products and Services and agrees to modify any non-compliant Products and/or Services at no additional costs to ROQUETTE so as to maintain such compliance.

SUPPLIER warrants ROQUETTE that it shall keep ROQUETTE informed of all laws and regulations affecting the manufacture, sale, packaging and labelling of Products or Services as applicable.

#### 4. Authorities Inspections

Products and/or Services entrusted by ROQUETTE to SUPPLIER may be subject to audits from authorities in charge of implementing any applicable laws and/or regulations (together “**the Authorities**”). SUPPLIER shall promptly notify ROQUETTE of i) any regulatory violations identified during any inspection by the Authorities; and ii) of any event affecting the ability of SUPPLIER to deliver Products and/or Services in a compliant manner. The SUPPLIER shall take all corrective measures required by the Authorities to cure any such violation at no cost to ROQUETTE. SUPPLIER shall communicate to ROQUETTE any written conclusion by the Authorities in case these Authorities concluded to a non-compliance relating to the Products and/or Services provided by SUPPLIER to ROQUETTE.

If a non-compliance is identified by ROQUETTE as being a material breach and is not cured, or curable, by SUPPLIER, ROQUETTE reserves its right to terminate any Contract at SUPPLIER’s fault.

#### 5. Food Fraud<sup>1</sup>

To the extent the Products and/or Services delivered under this Quality Agreement require SUPPLIER to

implement a Feed-Food Fraud policy, SUPPLIER warrants to carry out a risk assessment in its quality management system.

#### 6. Food Defense

To the extent the Products and/or Services delivered under this Quality Agreement require to implement such policy SUPPLIER warrants it has carried out a Risk Assessment and implemented a Feed/food Defense policy and its Management System.

#### 7. Traceability & Crisis management

During the entire term of the Contract, SUPPLIER shall implement and maintain a traceability system for Products and/or Services delivered to ROQUETTE and

shall flowdown this obligation to its own suppliers and subcontractors involved in the performance of the Contract(s)..

During the entire term of the Contract SUPPLIER shall implement and maintain a crisis management system (allowing a recall procedure of Products delivered under the Contracts).

SUPPLIER shall perform a recall test at least once a year.

All pertaining data relating with the traceability system for Products and/or Services implemented by SUPPLIER shall be stored by SUPPLIER for a minimum period of ten (10) years following the date these data were created. ROQUETTE shall be able to obtain from SUPPLIER such data upon reasonable notice.

#### 8. Change Control

SUPPLIER shall have a documented and effective change control system in place (including any temporary deviation) to the design, the manufacturing process or the Products.

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<sup>1</sup> NB : the notion of « Food » should be understood, where applicable, as including the one of « Feed » throughout this Quality Agreement

Any Change impacting the quality of Products shall be acknowledged by ROQUETTE (prior to its implementation. ROQUETTE shall be notified at least six (6) months in advance of any such Change.

Changes resulting from a change in any applicable laws and regulations requirements only affecting the Products shall be borne by SUPPLIER unless otherwise agreed between ROQUETTE and SUPPLIER.

## 9. Right to Audit

SUPPLIER shall allow ROQUETTE, a Roquette customer - or a third party of its choice to carry out on-site audits.

SUPPLIER shall permit all reasonable access to the manufacturing, packaging, warehousing and, if existing, laboratory areas related to the manufacture of the Products, and make available to ROQUETTE any pertinent documentation.

The results of the audits and the observation(s) will be communicated in writing to SUPPLIER. SUPPLIER shall promptly take any corrective action as a consequence of the audit report in order to comply with its contractual/legal obligations.

Any such audit shall take place during normal business hours and must not reasonably interfere with SUPPLIER manufacturing operations.

## 10. Product release – Out Of specification Products

SUPPLIER shall implement and maintain a product release management system. Among others, SUPPLIER shall keep documented information related to the product release (evidence of compliance to acceptance criteria , batch traceability...).

As soon as becoming aware of it, SUPPLIER warrants that it will inform ROQUETTE of any non compliance related to (1) ROQUETTE Specifications or (2) any other quality issue affecting the Products or the Services. SUPPLIER shall take all measures to correct those non-conformities at not cost to ROQUETTE.

## 11. Allergens – Cross contamination risks

A list of potential allergens used during the manufacturing process should be sent to ROQUETTE.

SUPPLIER shall notify ROQUETTE in case of use and / or handling of new allergens substances in the equipment/areas where Products are used.

SUPPLIER shall take any necessary action to avoid during manufacture, packaging, storage, and shipping of Products, the possibility of deterioration, contamination, or mix-ups with any other products.

## 12. Product or Services Complaints

Whenever Supplier is addressed a Product or Services complaint by ROQUETTE (or received from a ROQUETTE customer)

SUPPLIER will inform ROQUETTE in a timely manner and in writing of its conclusions following thorough investigation and the corrective/preventive actions defined.

Upon request, ROQUETTE will make all relevant information and samples of the affected ARTICLE batch(es)/lot(s) available to SUPPLIER (as appropriate).

SUPPLIER will inform ROQUETTE if any received complaint could also have a serious impact on other batches supplied to ROQUETTE and whether the complaint constitutes a potential risk to consumer health or safety.

**[SUPPLIER NAME, registration number, address]**

**ON BEHALF OF SUPPLIER**

Name

Title

Signature