



Global Non-Conformity Policy

When goods sold and delivered by Hoogwegt do not meet the Customers' expectations and/or the Customer has complaints, Hoogwegt has a Non-Conformity Policy in place. This policy is applicable for all Hoogwegt subsidiaries.

This policy consists of the following steps:

1. Announcement of the non-conformity
2. Evaluation of the non-conformity
3. Investigation of the non-conformity
4. Decision and follow up

Reference hereunder to 'non-conformity' includes complaints and the like.

This policy is without prejudice to the provisions set out in the General Terms and Conditions of Sale of Hoogwegt, which are applicable to the relevant agreements entered into with the Customer.

1. Announcement of the non-conformity

Reporting of the non-conformity by the Customer is to be done as soon as possible, but at least within eight (8) days after delivery of the goods and in writing (preferably by e-mail). This timeline does not hold for any hidden defects (defects that were impossible to notice during control and analysis of incoming goods). Those are to be reported within seven (7) days after they have been noted, however ultimately within six (6) months after delivery of the relevant goods.

At the moment of reporting a non-conformity, the following information needs to be provided by the Customer:

- The contract number/invoice number/transport document (CMR/Bill of Lading)/ Inco terms
- The goods arrival date
- The tally report (counted received quantity of goods)
- The batch code
- The amount of goods (product) involved in the non-conformity /damage
- The description of the non-conformity /damage
- Packaging of the product with batch number as printed/labeled on the product.

In case of damaged goods additionally photos are required of:

We add vision & value.

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- unopened container/ truck (showing container number/ license plate)
- intact seal (showing seal number)
- damaged goods in situ, where possible still inside the container/ truck
- details of damage of the packaging itself

In case of product deviations, the following additional information is required:

- the specification upon which the goods (product) were bought and the specification parameter which is found to be non-conform
- analytical reports showing the deviation of the products
- the accreditation of the laboratory that performed the analysis

If results from an accredited laboratory are not available at the moment of announcing the non-conformity, result from accredited laboratory must be provided within 30 days after announcement of the non-conformity to Hoogwegt. Hoogwegt will evaluate the non-conformity once the results from an accredited laboratory and the accreditation are made available and will evaluate the latest after 30 days after announcing.

In case of a late delivery, the following additional information is required:

- information showing the written confirmation by Hoogwegt regarding the agreed delivery date.

For the sake of clarity, the above is without prejudice to the Customers obligation to inspect the goods immediately following the delivery or receipt thereof and to submit an objection within 24 hours after receipt of the relevant products if the quantities mentioned on the packing list, the packaging, delivery notes, invoices or packaging documents are acknowledged by the Customer as being incorrect

2. Evaluation of the non-conformity by Hoogwegt

Based on the information submitted by the Customer, Hoogwegt will evaluate the non-conformity. If the information provided under point 1 above is judged to be incomplete, the non-conformity will be evaluated as non-justified due to incomplete information provided.

During the follow up process more information may be required by or on behalf of Hoogwegt.

Depending on the type of non-conformity reported, Hoogwegt may decide to contact it's insurance company for help and support.

Justification of a non-conformity does not guarantee any compensation of the Customer by or on behalf of Hoogwegt.

Hoogwegt has a 'NO CLAIM policy' in place for the following:

- re-entering a non-conformity for goods for which a non-conformity was already entered and evaluated non-justified due to incomplete information provided



- damages to the goods outside Hoogwegt's responsibility according to the applicable INCO terms of the contract
- small damages at exterior of packaging, where the product itself is still 100% protected ¹
- claims related to pest in the transport unit, when the relevant contamination is at the exterior of the packaging and the products itself are 100% protected ^{1,2}
- repacked or processed products; only products packed as supplied, this means in original packaging, will be taken into account
- application deficiencies of the product; only non-conformities related to parameters reported on the specification of the products delivered or agreed specifically in writing e.g. contract, will be taken into consideration ³
- any consequential damages in final products, where the product delivered by Hoogwegt is used as raw or intermediate material
- consequential costs due to reprocessed product causing losses by the Customer
- consumed products; only volumes of product still available for inspection, packed in original packaging will be taken into account.

Notes:

1: Product is considered 100% protected when direct product packaging layer is intact and ensuring protection against microbial, chemical, physical and allergen contamination. No product leaks other than defects of or to the packaging can be expected to have take place.

2: Activities related to inspection / cleaning the packaging of the infested goods are included and part of the investigation and follow up of the non-conformity.

3: Hoogwegt can support in solving application issues as part of the investigation and follow up of the non-conformity.

3. Investigation of the non-conformity

The outcome of step 2 (evaluation) is either that a non-conformity is not justified or that an investigation thereof needs to take place. In case an investigation is needed, this investigation will be started with all relevant parties involved, e.g. Customer, manufacturer, warehouses, transporters, laboratories etc.

A root cause analyses will be performed and corrective and preventive actions (RCA CAPA) will be defined. ⁴ During this investigation, Hoogwegt reserves the right to nominate a surveyor or third party (inspection party/laboratory/expert) to investigate, inspect or analyze the affected goods. The surveyor or third party results in such case will be binding for Hoogwegt as well as the Customer.

No RCA CAPA will be provided for:

- damages due to transport activities
- non-conformities with a value below 150 Euro or US\$.

4. Decision and Follow up



Based on the outcome of the investigation an overview will be given to the announcer of the non-conformity. This overview will contain the conclusion of the evaluation, the results from the investigation including corrective and preventive actions and (in case relevant) an overview of the damages that Hoogwegt has detected.

All costs related to investigation, e.g. surveyor, third party laboratories and costs of Hoogwegt labor investigating will be paid by the party responsible for the non-conformity or in case the non-conformity is not confirmed by the Customer, i.e. the complaining party.

In case the non-conformity is justified, Hoogwegt will contact the announcer of the non-conformity to agree on follow up.

The above and/or this policy is without prejudice to arrangements made and/or terms and conditions applicable with regard to (the exclusion and/or limitation of) Hoogwegt's (potential) liability.