



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:

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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.



全球不符合项政策

当Hoogwegt或其关联公司（下称“Hoogwegt”）销售、交付的货物不符合客户期望并且/或者客户提出投诉时，Hoogwegt将会执行该不符合项政策。本政策适用于Hoogwegt所有子公司。

本政策包括以下步骤：

1. 发起不符合项
2. 评估不符合项
3. 调查不符合项
4. 决定和后续行动

本政策当中凡提及“不符合项”处均包含投诉等。

本政策不影响《Hoogwegt公司一般销售条款》当中适用于与客户所签相关协议的规定。

1. 发起不符合项

客户应尽快以书面形式（最好通过电子邮件）报告不合格情况，且至少应在货物交付后八（8）天内报告。该时限不适用于任何隐蔽缺陷（在控制和检测进货期间无法发现的缺陷）。此隐蔽类缺陷应在发现后七（7）天内报告，不过最终报告时限应为相关货物交付后六（6）个月内。

客户在报告不符合项时需要提供以下信息：

- 合同号/发票号/运输单据（CMR/提单）/国际贸易术语（Incoterms）条款
- 到货日期
- 理货报告（已清点的收货数量）
- 批次代码
- 不合格项/损坏所涉及的货物（产品）数量
- 不合格项/损坏描述
- 产品包装，包含印制/标示在产品上面的批号

如果货物损坏，则还需提供以下照片：

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- 未打开的集装箱/卡车（显示集装箱号/牌照）
- 完好的封条（显示封条号码）
- 原地未曾移动的受损货物，可能的话，仍在集装箱/卡车内
- 包装本身损坏的详细情况

如果产品存在偏差，则需提供以下补充信息：

- 货物（产品）购买规格以及发现不符合规格的参数
- 载明产品偏差的分析报告
- 由经过认证的实验室进行检测

如果在发起不符合项时没有获得认证实验室的结果，则在向Hoogwegt发起不符合项后30天内必须提供认证实验室的结果。Hoogwegt将在获得认证实验室的结果和认证后对不符合项进行评估，最迟在不符合项发起日后30天内进行评估。

如果逾期交货，则需提供以下补充信息：

- 显示Hoogwegt书面确认约定交货日期的信息。

为明确起见，上述规定不影响客户在交货或收货后立即验货的义务，如果客户发现装箱单、包装、送货单、发票或包装文件上提到的数量不正确时，应当在收到相关产品后24小时内提出异议的义务亦不受上述规定影响。

2. Hoogwegt评估不符合项

根据客户提供的信息，Hoogwegt将对不符合项进行评估。如果根据上述第1点所提供的信息被判定为不完整，则不符合项将会由于所提供的信息不完整而被评估为不成立。

在跟进过程中，Hoogwegt公司或其代表可能会要求提供更多信息。

根据所报告的不符合项类型，Hoogwegt可能会决定联系其保险公司寻求帮助和支持。

不符合项成立并不保证Hoogwegt公司或其代表向客户提供任何赔偿。

Hoogwegt对以下情况实行“不予理赔政策”：

- 在货物已被输入不符合项并且因所提供的信息不完整而被拒绝的情况下再次输入不符合项



- 根据适用的Incoterms合同条款超出Hoogwegt责任范围的货物损坏
- 包装外部稍有破损，但产品本身仍受到100%的保护¹
- 在包装外部发生相关污染并且产品本身受到100%保护的情况下，与运输单位虫害有关的索赔^{1,2}
- 经过重新包装或加工的产品；若非按供货状态包装（即原包装）的产品则不予以考虑。
- 产品的应用缺陷；只有与交付产品规格书上所报告参数相关的不符合项或合同等书面文件中特别约定的不符合项才会予以考虑³。
- 在Hoogwegt交付的产品被用作原材料或中间材料的情况下，最终产品发生的任何间接损害
- 由于再加工产品造成客户损失所带来的间接费用
- 已消费产品：只有剩余产品的量足够可用于调查，并且包装仍是原包装的情况才予以考虑。

注：

1：当产品的直接包装层完好无损，并确保预防微生物、化学、物理和过敏原污染时，产品则被视为受到100%保护。预计不会发生任何包装缺陷以外的产品泄漏。

2：检查/清洁受污染货物包装的相关活动包含在不符合项的调查和跟进当中并属于其中的一部分。

3：作为不符合项调查和后续行动的一部分，Hoogwegt可以针对应用问题予以技术支持。

3. 调查不符合项

第2步（评估）的结果或是不符合项不成立，或是需要对不符合项进行调查。如果需要进行调查，则要从所有相关方（如客户、制造商、仓库、运输商、实验室等）开始一同调查。

调查时将进行根本原因分析，并确定纠正和预防措施（RCA CAPA）。⁴ 在调查过程中，Hoogwegt保留指定调查员或第三方（检验方/实验室/专家）对受影响货物进行调查、检验或分析的权利。在这种情况下，调查员或第三方结果将对 Hoogwegt 和客户具有约束力。

以下情形不提供根本原因分析及纠正和预防措施(RCA CAPA)：

- 运输造成的损坏
- 价值低于150欧元或美元的不符合项。

4. 决定和后续行动



根据调查结果，不符合项的发起者将会收到一份概述。该概述将包含评估结论、包括纠正和预防措施在内的调查结果，以及（如果相关的话）Hoogwegt已发现的损害概述。

所有与调查相关的费用（如调查员、第三方实验室和Hoogwegt的人工调查费用）将由不符合项的责任方支付，亦或在不符合项未得到客户（即投诉方）确认的情况下，也由不符合项的责任方支付。

如果不符合项成立，Hoogwegt将联系不符合项的发起者，并商定后续行动。

上述和/或本政策不影响有关（排除和/或限制）Hoogwegt（潜在）责任的约定和/或适用条款和条件。