

General Purchasing Conditions of Sofine Foods B.V. ("Sofine Foods")

General provisions

1 Applicability of the General Purchasing Conditions and formation of the contract

- 1.1 These General Purchasing Conditions apply to all contracts that Sofine Foods, or its affiliated entities, concludes with the other party concerning or in connection with the purchase of goods and/or services.
- 1.2 The contract is concluded when Sofine Foods accepts an offer for the purchase of goods and/or services from the other party by issuing a written or electronic order.
- 1.3 Any costs that the other party incurs in connection with an offer shall be at its own expense.

2 Price, payment and security for advance payments

- 2.1 Unless the parties have expressly agreed otherwise in writing prior to the contract, the agreed price is all-inclusive and, therefore, includes (i) all costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport, and so on, but does not include VAT, and for the rendering of services includes travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, the costs of any third parties engaged by the other party with the written consent of Sofine Foods.
- 2.2 Unless agreed otherwise in writing and to the extent that the other party meets its contractual obligations, Sofine Foods shall make payment of invoices within 60 days of the invoice date. The other party may only invoice after the goods or services have been delivered to Sofine Foods in full and to the satisfaction of Sofine Foods. Invoices are only eligible for payment if they are correctly itemised, contain the relevant and correct reference or purchase order number and order date, and have been sent to the appropriate department of Sofine Foods. Sofine Foods may suspend its payment obligation until, and the payment term shall commence when, the other party has fulfilled all the above conditions.
- 2.3 Payment by Sofine Foods in no way implies a waiver of any of Sofine Foods' rights under the contract, these General Purchasing Conditions, or the law. Payment cannot be regarded as Sofine Foods' acknowledgement of the soundness of the goods delivered and/or the services rendered, and shall not release the other party from any liability in that regard.
- 2.4 Payment shall release Sofine Foods from any obligation arising from the relevant contract and cannot be regarded by the other party as payment of any other alleged claim of the other party on Sofine Foods.
- 2.5 The other party shall not increase the agreed prices during the term of the contract. In the event that the other party is obliged to increase its prices by virtue of a mandatory legal provision, Sofine Foods shall be entitled to terminate the contract with immediate effect.

Purchase of goods

3 General

- 3.1 Articles 3 to 8 apply in addition to the general provisions above and below insofar as the contract between Sofine Foods and the other party relates to goods purchased or to be purchased by Sofine Foods from or via the other party. In the event of a conflict between Articles 3 to 8 and other articles of these Conditions, Articles 3 to 8 shall take precedence in the case of the purchase of goods.
- 3.2 All contracts that Sofine Foods concludes with the other party concerning the purchase of goods qualify as separate contracts. The parties do not intend to conclude a long-term contract.

4 Delivery, packaging

- 4.1 The delivery of goods should take place by making the goods available to Sofine Foods, ready to be unloaded, on the basis of DDP (in accordance with the latest applicable version of the INCOTERMS), at the location indicated by Sofine Foods, accompanied by a corresponding waybill. The other party shall bear all costs and risks relating to the transportation of the goods to the agreed place of destination.
- 4.2 The delivery period agreed between the parties shall commence at the time the contract is concluded and is final. Exceeding the delivery period shall result in the other party being in default without a notice of default being required. The other party is obliged to notify Sofine Foods in a timely and adequate manner of the delivery and any danger of the delivery period being exceeded. Such advance notice shall not release the other party from its liability in the event that the delivery period is exceeded.
- 4.3 The goods must be packaged and preserved in such a way that protection against external influences is guaranteed. The other party is obliged to follow any instructions issued by Sofine Foods in that regard.

5 Transfer of risk and ownership

- 5.1 The other party guarantees that the full and unencumbered ownership of goods shall be transferred to Sofine Foods.
- 5.2 The goods and/or materials remain at the other party's expense and risk until they have been delivered.
- 5.3 The ownership of the goods shall pass from the other party to Sofine Foods at the time of delivery unless (i) otherwise agreed between the parties or (ii) the goods have been rejected by Sofine Foods in accordance with the provisions of Article 7.

6. Documentation, parts, and tools

Any drawings, manuals, computer software, parts, tools, and user rights necessary for the maintenance, repair, use, and/or reselling of the goods shall be supplied to Sofine Foods and, if manufactured specifically in connection with the order placed by Sofine Foods, transferred in ownership to Sofine Foods in accordance with the provisions of Article 13 of these Conditions.

7. Inspection and quality control

- 7.1 Without prejudice to any other rights, including the refusal of goods, Sofine Foods reserves the right to inspect, check, and/or test the goods delivered or to be delivered as well as the other party's facilities, either by its own actions or through a third party, regardless of where the goods or the facilities in question are located, subject to providing reasonable notice. The other party shall cooperate with this free of charge. Sofine Foods may also request a production or confirmation sample free of charge. The inspection costs shall be borne by the other party if the inspected goods and/or materials fail to meet the specifications or general requirements, in particular those referred to in Article 8.
- 7.2 The other party acknowledges that Sofine Foods will not carry out full acceptance sampling.
- 7.3 If the goods, a shipment or part of a shipment, or a production batch of the goods are not consistent with the descriptions and warranties set out in Article 8 and the specifications, Sofine Foods may, at its discretion, reject the entire shipment or production batch without any payment being due for any part of such shipment or production batch of the goods and without any liability to the other party. Sofine Foods shall store the rejected goods or have them stored at the other party's expense and risk. Sofine Foods may, at its own discretion, require replacement of the non-conforming goods or dissolve the relevant contract in full or in part, irrespective of any right to compensation under the law and/or the contract.

8 Warranties, indemnity, and liability

- 8.1 The other party guarantees and ensures that the goods to be delivered and the accompanying documentation meet the agreed specifications, properties, and requirements or, if no agreements have been made in that regard, the specifications, properties, and requirements that are customary for these goods or at least are standard business practice. The other party guarantees and ensures that the goods and accompanying documentation meet the conditions laid down in or pursuant to all applicable laws and regulations and self-regulatory provisions.
- 8.2 The other party further guarantees that the goods are fit for the purpose intended by Sofine Foods and that they can be used and processed for that purpose, and that the goods are at all times of a high and sustainable quality level and that they meet the conditions laid down by or pursuant to all applicable laws and regulations and self-regulating provisions, including those relating to quality, health, safety, the environment, labelling, and advertising.
- 8.3 Sofine Foods reserves the right to return any rejected goods and/or documentation at the other party's expense or retain them at the other party's expense and risk. If the goods and/or documentation are stored by Sofine Foods, the other party shall be obliged to collect them from Sofine Foods within two days of being requested to do so by Sofine Foods. Failing this, Sofine Foods is free to act as it sees fit.
- 8.4 The other party shall indemnify and hold Sofine Foods harmless for any costs, fines, and damage arising from or in connection with claims by third parties (including government bodies) relating to the non-conformity of goods as provided in this Article.
- 8.5 Sofine Foods and its executive staff are not liable to the other party for any damage arising from or in connection with the contract unless such damage was the result of Sofine Foods' intent or deliberate recklessness.

Purchase of services

9 General

Articles 9 to 12 apply in addition to the general provisions above and below in so far as the contract between Sofine Foods and the other party relates or also relates to services to be purchased by Sofine Foods from or via the other party. In the event of a conflict between Articles 9 to 12 and other articles of these Conditions, Articles 9 to 12 shall take precedence in the case of the purchase of services.

10 Performance

- 10.1 The other party must complete the order within the agreed period in accordance with the specifications agreed by the parties. Exceeding this period shall result in the other party being in default without notice of default being required. The other party is obliged to notify Sofine Foods in a timely and adequate manner of the progress and any danger of the term being exceeded. Such advance notice shall not release the other party from its liability in the event that the term is exceeded. The other party shall inform Sofine Foods in writing when it judges that it has completed the agreed work. Sofine Foods shall inform the other party whether or not it will accept the performance within fourteen days after receipt of that notification. The work being put into operation by Sofine Foods cannot be deemed as its acceptance. The acceptance of the completed work shall not cancel Sofine Foods' rights with regard to defects, regardless of whether Sofine Foods discovered or could have reasonably discovered them during the acceptance period and did not report them to the other party.
- 10.2 If and to the extent that the work is performed at Sofine Foods' location, this should take place during the working hours applicable at that location, unless otherwise agreed in writing. The other party shall be obliged to carry out the work outside of those working hours on Sofine Foods' first request. Travel and waiting time do not constitute time worked and can only be charged to Sofine Foods if Sofine Foods and the other party have made express written agreements about this.
- 10.3 The other party must arrange at its own expense and in good time the permits, exemptions, approvals, and decisions needed for the performance of the work and/or the employment of personnel.

11 Warranties, indemnity, and liability

- 11.1 The other party guarantees that it shall fulfil all its obligations under the contract (i) in strict accordance with the provisions of the contract, including all amendments, work orders, and other related documents, (ii) professionally and diligently, in accordance with generally accepted professional standards in the industry, procedures, and practices, to the reasonable satisfaction of Sofine Foods, and (iii) in accordance with applicable laws and regulations and self-regulatory provisions, including those relating to quality, health, safety, the environment, and advertising.
- 11.2 The other party further guarantees that the work shall at all times be performed with due observance of all applicable statutory and other governmental rules and regulations, including in the area of the payment of social insurance premiums and taxes, safety, the environment, hygiene, and product specifications. Any costs of measures, including remedial measures, to comply with or which are required to comply with these provisions, and any fines and/or damages resulting from non-compliance with these provisions are always for the other party's account, even if they were initially borne by Sofine Foods.
- 11.3 The other party shall indemnify and hold Sofine Foods harmless for any costs, fines, and damages arising from or in connection with claims by third parties (including government bodies) relating to the non-conformity of services as provided in this Article.
- 11.4 Sofine Foods and its executive staff are not liable to the other party for any damage arising from or in connection with the contract unless such damage was the result of Sofine Foods' intent or deliberate recklessness.

12 Payment for services rendered

- 12.1 Sofine Foods only owes a fee for services rendered when the services have been completed and Sofine Foods has accepted the result of the service. Acceptance shall not in any way imply a waiver of any rights.
- 12.2 Sofine Foods is only obliged to pay for additional work if written approval has been given for the additional work.

General provisions

13 Insurance

- 13.1 The other party must have and maintain insurance at its own expense with an insurer that covers all risks and liabilities to be insured up to a minimum of EUR 1,000,000 (one million euros) per event.
- 13.2 Sofine shall never be liable, and the other party shall indemnify Sofine Foods against any third-party damage caused in the performance of a contract and which is or should have been covered by the other party's insurance.
- 13.3 At Sofine Foods' request, the other party shall provide Sofine Foods with a copy of the insurance policy and conditions and proof of payment of the insurance premiums.

14. Intellectual and industrial property rights

- 14.1 Any drawings, images, designs, models, calculations, working methods and processing methods, tools, moulds, and anything else that may be the subject of or can be equated with any intellectual or industrial property rights (hereinafter jointly referred to as "documentation and materials"), which have been issued by Sofine Foods or which have been made for Sofine Foods by or on behalf of the other party on Sofine Foods' instructions or in this connection, as well as any related intellectual and industrial property rights, shall accrue exclusively to Sofine Foods. Sofine Foods shall also be regarded as the creator and/or designer, regardless of whether Sofine Foods has paid a separate or compound fee for that purpose. The other party undertakes to do everything necessary to provide Sofine Foods with the exclusive rights referred to above (including any necessary deeds of transfer).
- 14.2 Sofine Foods holds the rights to all documentation and materials made available by Sofine Foods to the other party in connection with the making of an offer and the performance of a contract in any form whatsoever, regardless of how they have been used or stored.
The other party is obliged to return such documentation and materials issued by Sofine Foods immediately on Sofine Foods' first request but in any case, after the termination of the contract. The risk concerning the said documentation and materials rest with the other party until they have been returned. The other party shall check such documentation and materials for their accuracy and consistency prior to commencing the performance of the contract and shall report any deviations and inaccuracies to Sofine Foods, failing which, the other party shall be liable for all resulting damages and costs incurred by Sofine Foods.
- 14.3 The other party must clearly mark the documentation and materials issued by Sofine Foods as being the property of Sofine Foods and inform third parties of Sofine Foods' right of ownership. The other party must inform Sofine Foods immediately if the documentation and/or materials have been seized or are otherwise no longer freely available to the other party.
- 14.4 The other party must not use the documentation and materials issued by Sofine Foods for purposes other than those for which they were made available and must not reproduce them, in whole or in part, in any way whatsoever, or make them available to third parties for inspection.
- 14.5 The other party shall guarantee to Sofine Foods that the use, including sale or delivery, of the goods delivered to Sofine Foods do not infringe any intellectual or industrial property rights belonging to third parties and shall indemnify Sofine Foods on its first request against any claims from third parties and shall bear the damage and costs incurred by Sofine Foods in connection with those claims in their entirety. Sofine Foods' approval of documentation and materials and other communications or information issued by or on behalf of the other party shall be without prejudice to and shall not affect the other party's obligations under this Article and these General Purchasing Conditions.
- 14.6 The other party shall immediately inform Sofine Foods as soon as it discovers or suspects an infringement of any intellectual or industrial property rights of Sofine Foods. The other party shall provide Sofine Foods with all the necessary assistance to defend these rights.

15 Confidentiality

- 15.1 The other party is obliged to protect the confidentiality of all information originating from Sofine Foods, shared in any way whatsoever, including all information coming to its notice in the context of a request for an offer, an order, and/or the performance of a contract concerning Sofine Foods, and to stipulate the same in respect of employees and third parties engaged in the context of submitting an offer, assessing an order, and performing a contract. The

provisions of this Article apply in particular - but not exclusively - to recipes, know-how, or production processes, prices, confidential business, commercial and technical information, and documentation and other materials issued by Sofine Foods to the other party. The other party is forbidden to use the said information for its own use or for that of third parties. Insofar as the other party is required to disclose any information originating from Sofine Foods to third parties in the performance of a contract, it shall do so only after having obtained Sofine Foods' written consent and after having concluded a confidentiality agreement with such third parties.

- 15.2 Without Sofine Foods' prior written consent, the other party must refrain from any publicity in any form whatsoever regarding a contract and/or cooperation between the parties or any of the terms, provisions, or other facts relating to a contract between the parties, including its status, and shall instruct its directors, officers, employees, and representatives to do the same.
- 15.3 If the other party violates its confidentiality obligation under this Article in connection with the provision of services, Sofine Foods shall be entitled to immediately demand payment from the other party of a fine of EUR 5,000 (five thousand euros) for each violation. This shall not affect Sofine Foods' rights to claim for performance and/or damages from the other party.

16 On-site instructions and regulations

- 16.1 The other party must at all times comply with the rules applicable to Sofine Foods' sites and buildings, such as hygiene and safety regulations.
- 16.2 The only persons granted access to Sofine Foods' premises are those registered by the other party with Sofine Foods and whose admission has been approved by Sofine Foods.
- 16.3 Other than in cases of intent or deliberate recklessness on the part of its executive management staff, Sofine Foods and its affiliated entities and persons shall not be liable for any damages or injuries of any nature whatsoever and originating or caused in any manner whatsoever in the performance of the contract to the other party, to third parties engaged or otherwise involved by the other party in the performance of the contract, to the goods of the other party or such third parties, or to persons engaged by the other party or such third parties.

17 Prohibition on outsourcing and assignment

- 17.1 The other party is forbidden to transfer or subcontract the contract or its performance, in full or in part, to third parties without Sofine Foods' written consent. Sofine Foods shall be authorised at all times to transfer the contract in full or in part to any other Sofine Foods group company without the other party's consent.
- 17.2 Claims of the other party on Sofine Foods are not transferable, except with Sofine Foods' written consent.

18 Termination

- 18.1 Sofine Foods is entitled to suspend the performance of the contract or to terminate or dissolve the contract in full or in part with immediate effect by means of a written statement and without prior notice of default, notification, or judicial intervention, whilst retaining all its rights to compensation for costs, damage, and interest if a) the other party fails to meet one or more of its obligations under or otherwise related to the contract, or fails to meet them on time or adequately, or if it has been established that performance without shortcomings will be impossible; b) if the other party is declared bankrupt or its bankruptcy or suspension or provisional suspension of payment is applied for or granted, if it liquidates or discontinues its business, offers a composition, if an attachment is imposed on its assets or part of its assets, or if it otherwise proves to be insolvent; c) if material changes are made to the direct or indirect ownership or control structure in the business of the other party.
- 18.2 In the event of termination in accordance with the previous paragraph, Sofine Foods shall not be liable for any resulting damage suffered by the other party.

19 Incoterms and AEO (Authorised Economic Operator) Certificate

- 19.1 The commercial terms used in these Conditions or other contracts and other documents between the parties must be interpreted and construed in accordance with the most recent version of the Incoterms.
- 19.2 The other party guarantees that it either (i) has a combined AEO certificate for Customs Simplifications and Security, or (ii) has submitted an application for such an AEO certificate, or (iii) can issue a self-declaration concerning Safety and Security signed by the other party's management as referred to in the Common format of security declarations for AEOs and AEOF of the European Commission (Reference No. TAXUD/2007/1729).

20 Applicable law and competent court

- 20.1 These General Purchasing Conditions and any contracts concluded between Sofine Foods and the other party shall be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 20.2 Any disputes between the parties arising from or otherwise related to any contract and/or these General Purchasing Conditions and that fall under the jurisdiction of the civil-law sector of a court, shall in the first instance be settled exclusively by the competent court of the Court of Limburg.

21 Other Provisions

- 21.1 If one or more provisions of these General Purchasing Conditions prove to be invalid or are rendered inoperative by a court, the other provisions shall remain in full force. The parties shall attempt in good faith to replace any unenforceable provision of these General Purchasing Conditions with a provision that is enforceable and that best reflects the intent of the original provision.
- 21.2 Sofine Foods is at all times entitled to unilaterally amend these General Purchasing Conditions. The new version of the General Purchasing Conditions shall apply two weeks after their written or electronic delivery to the other party.