

GENERAL TERMS AND CONDITIONS

Mintas Specialty Foods B.V., Chamber of Commerce Registration no. 81057911 with VAT no. NL861909677B01, is a commercial trade company based in Zaamslag, the Netherlands.

These terms and conditions of Mintas Specialty Foods B.V. (hereinafter referred to as the “Company”) are valid from the 1st of August 2022 on forward.

1. General provisions

- 1.1. These General Trading Terms and Conditions form an essential and necessary part of every offer and every agreement concluded with the Company.
- 1.2. The Contract is not bound by any trading terms and conditions mentioned in the Supplier’s or Buyer’s written documents. Signing an order and/or contract and its sending back is deemed to be the order and/or contract confirmation only, not the acceptance of the Supplier’s or Buyer’s trading terms and conditions. The terms and conditions of the Company will always be guiding.

2. Modification of terms and conditions

- 2.1. These General Trading Terms and Conditions may only be modified by written amendments, signed by a person authorized by the Company.

3. Application

3.1 These General Terms and Conditions apply to all agreements concluded by The Company and to all actions performed in connection therewith in as far as the main terms of these agreements and/or any standard-contract terms mentioned therein do not stipulate differently. In case of discrepancy the main contract terms and/or standard-contract terms shall prevail over these General terms and Conditions, with the exception of Clause 11 thereof, which will in any case apply, notwithstanding any provisions to the contrary.

3.2 Any and all general terms and conditions of the Counterparty are herewith expressly excluded, also in case these exclude the applicability of other general terms and conditions.

3.3 No deviation of these General Terms and Conditions shall be valid, unless it is agreed and confirmed in writing.

3.4 Should any clause that forms part of these conditions be void, then all other conditions will remain in force to the fullest extent and the parties shall replace the void clause by a clause that as much as possible resembles the void clause.

4. Prices

- 4.1. For deliveries of goods from the Supplier towards Company, prices of goods shall preferably be quoted in Euro's. If otherwise agreed this needs to be agreed and signed upon in the specific order and/or contract.
- 4.2. For deliveries of goods from the Company towards Buyer's, prices of goods shall be quoted in Euro's, or otherwise agreed depending on the specific contract.
- 4.3. Delivery shall preferably be billed within 48 hours by the Company, as of the day that goods are delivered or picked-up.

5. Terms of payment

- 5.1. All payments from the Company shall be payable within 14 days of the day that the respective invoice is issued, unless otherwise agreed in a sales order and/or contract which is signed by a company representative of the Company. The day of payment is regarded to be the day the sum is credited to the Company's account and is free for disposal, unless otherwise agreed.
- 5.2. Unless otherwise agreed, all payments in currency of Euro's shall be remitted into the Company's bank account No. NL12RABO0327248254, at Rabobank (BIC number RABONL2U).
- 5.3. Should the payment term not be kept, the Buyer shall be in default and any other existing claims against the Buyer as of that day shall become payable with immediate effect. The Company's claims against the Buyer shall also become payable with immediate effect if a motion for the institution of insolvency proceedings with respect to Buyer's assets is filed, or if such proceedings are commenced, or if the Buyer actually suspends payments. In such cases, the Company shall also be entitled to cancel current deliveries, or to request a payment in advance, despite current contract agreements being set. The Company's right to compensation for damages on account of failure to fulfil shall be retained by the Company.
- 5.4. If the Buyer does not pay the purchase price within the term of payment, the parties agree a contractual penalty, amounting to 0.05% of the due amount per every started day of the Buyer's delay in payment, but not less than €500,-. By payment of the contractual penalty, the Company's right to compensation for damages shall not be affected; the Company shall be entitled to claim for damages even in an amount exceeding the paid contractual penalty. Costs of legal assistance related to debt recovery shall be regarded as ancillary rights of the debt and shall be billed to the Buyer separately. In individual cases the Company may waive its claim for payment of the contractual penalty.
- 5.5. The Buyer shall not be entitled to refuse or to defer any payment on account of a complaint about defects. In the case of a complaint about visual defects, the payment shall be solved by mutual agreement of both parties.
- 5.6. The Company shall be entitled to suspend delivery of ordered products till

the Buyer fulfils all its obligations against the Company existing as of the agreed date of delivery.

5.7. The prices of goods as quoted by the Company are based, among other things, on the prices of raw materials, employees' wages, prices of energy, costs required for replacement of missing raw materials by other raw materials and exchange rate fluctuations. The Company predominantly reserves the right to change prices of goods accordingly if the prices or values of the items as stated above change. However, such a change shall not affect any delivery of goods executed on the basis of an order or contract confirmed by the Company before the prices of goods were changed.

5.8. The Buyer undertakes to indicate the Company's bank account number, constant symbol, variable symbol, remitted amount and due date in every payment order given to its bank.

6. Delivery

6.1. For both Suppliers and Buyer's, the method of shipment and applicable Incoterms (2020) shall be determined in mutual agreement. This method shall either be noted on a signed order and/or contract.

6.2. The transport shall only be insured if it is ordered by the Buyer in writing, at the Buyer's expense. In terms of Suppliers, agreements will be made and noted on the Purchase contract.

6.3. If an order for goods was not cancelled properly and the goods cannot be delivered to the Buyer for a reason on the part of the Buyer, and the Company cannot use the goods for further sale or processing, the goods shall be stored at the risk of the Buyer. The costs for storage of such goods shall be 4% of the purchase price of the goods per every started month, commencing on the first day of such storage. Should the Buyer not take goods over within one month of the agreed takeover date, the Company shall be entitled to terminate the contract, and the Buyer shall pay the Company the costs for storage or alternative location of the goods (if paid by the Company) and a contractual penalty, amounting to 20% of the price of the stored goods. By agreement or payment of the contractual penalty, the Company's right to compensation for damages shall not be affected.

6.4. If goods are delivered on pallets towards our Buyer's, disposable pallets or euro pallets shall be used, unless otherwise agreed. Unless otherwise agreed, the cost of pallets shall be included in the price of delivered goods, and the pallets shall not be returnable unless otherwise requested, this as clearly noted on the sales order and/or sales contract.

6.5 If a Supplier for some reason can not deliver a certain quantity or product, this needs to be noted (in writing) well up front. The Company needs to be informed utmost two weeks before the scheduled loading date. If the Company is informed properly, both parties might decide to reschedule future deliveries of the same order/contract. This however causes the Company to have a one-sided

chance to cancel the applicable order and contract. In the occurrence of costs already being made by the Company, such as sampling and analyses costs, Company holds the right to pass these costs on towards the Supplier. This is only applicable when the Company can not agree upon an altered loading date or when it cancels the applicable order and contract.

7. Delivery terms

7.1. Goods may be collected, by Buyer's, from the warehouse within an acceptable period in time, preferably within 1 to 10 working days. If an exceedance in pick-up date is expected, this needs to be accepted by the Company. If an exceedance of 10 working days is applicable, Company retains the right to cancel the order and has the one-sided choice to forward an invoice for the additional storage and handling costs. This for instance since the outbound check needs to performed once again.

7.2 For Suppliers, Company expects the product(s) to be delivered in the period as agreed in the signed contract. If a shipment period of quantities is divided in multiple shipments, and the contract period is set for over multiple months, both Supplier and Company need to agree which quantities will be shipped in which weeks of the year. This causing a contract of, for instance, 5 deliveries of 20 metric tons each, not to be supplied solely in the final month of the set contract. This will be stipulated in the Purchase contract and agreed in writing per mail.

8. Joint provisions

8.1. The Company shall not be responsible for a breach of any of its obligations under the contractual relationship arisen in consequence of unforeseeable obstacles, among others in manufacture, during transport, in the case of supply problems at the company of the Company or its suppliers, or due to force majeure. For the purposes of contractual relations between the Company and the Buyer, force majeure is primarily deemed to be the breakdown of the Company (or its main service or product suppliers) machinery, shortage of driving force or energy, strike, shutdown, fire, war, flood and any circumstance beyond the control of the Company due to which the Company cannot fulfil its obligations. If the Company cannot fulfil its obligations due to force majeure temporarily, its obligations under the order and/or contract shall be suspended till the effects of force majeure terminates. If the Company cannot fulfil its obligations due to force majeure in full for unlimited period of time, or for more than one month, the Company shall be entitled to terminate this Contract. Should the facts as provided in Art. 7.1 of the General Trading Terms and Conditions above occur, the Buyer shall not be entitled to compensation for damages. The Company undertakes to notify the Buyer of force majeure and its consequences without undue delay.

8.2. The Company shall not compensate the Buyer for damages if delivery terms are exceeded.

9. Defects of goods

9.1. The Company shall visually check delivered goods, as supplied by its product or service Supplier's as soon as possible, this preferably within 5 working days. Based on any possible non-conformities noted, this either visual, chemical or document wise, the Company is entitled to reject the product by means of a product rejection form. A written confirmation of receiving the non-conformity claim needs to be forwarded by Supplier towards Company within 3 working days. A suitable solution will need to be suggested by Supplier within 5 working days beyond forwarding of the official claim. If the Company does not receive a solution within these 5 working days, Company is entitled to downgrade, reprocess or rebag the product at the expense of the Supplier.

9.2. The Buyer shall check delivered goods carefully as soon as possible, and any complaints referring to delivered goods must be filed with the Company by e-mail within 5 days of the takeover of goods according to the delivery note. If a complaint is sent by e-mail, consequently a written notice must be sent by registered mail within seven days of the goods takeover according to the delivery note. A complaint should be attached with photo documentation of the established defects of goods. After expiry of the said period, the goods shall be considered to be free of defects, with the exception of possible hidden defects. Damages caused by transport must be notified immediately in a suitable manner and documented in a record, made in the presence of the carrier upon the takeover of goods from the carrier. Please mind that any damages which are arisen by transport, can not be claimed if the official transport document is signed as 'loaded without any damages'. This is solely applicable if the transport is arranged by Buyer.

9.3. Complaints about hidden defects of goods must be filed with the Company by the e-mails and then also by the registered mail immediately after their establishment. Buyer is not allowed to reprocess or rebag any product(s) without having received written agreement by the Company.

9.4. If a delivery is rejected and returned due to a non-conformity, this needs to be addressed and discussed whilst the transporting company is still present at the Buyer. Company is entitled to forward any transport and handling costs made if goods are returned without agreement or when the claim shows to be false. A claim is false if the product shows to be according to the Company its product specification.

9.5. All guarantees and rights to compensation for damage shall be excluded if goods were stolen or used, as well as if goods were changed without the knowledge and approval of the Company. The Company's liability for defects shall be excluded if storage conditions as recommended by the Company were not kept.

9.6. The justification of a complaint filed in due time shall be established by the Company's Quality Department. The Buyer must submit the goods under complaint to the Seller. If the Company does not accept a complaint and in spite of that the Buyer insists on the complaint, the Company shall submit the goods under complaint to an authorized test laboratory for assessment. The result of the assessment by the authorized test laboratory shall be final, and the costs incurred in connection with the examination shall be paid by the losing party against which the assessment result was issued.

9.7. If a complaint is admitted as justified, the Company, after agreement with the Buyer, must either provide replacement or credit the corresponding amount for the benefit of the Buyer.

9.8. Any returned goods shall only be accepted after previous written agreement and in the original packing. Should any doubt about the price arise, the price agreed for delivery of the goods to the Buyer shall apply.

10. Reservation of title

10.1. The title to all goods delivered by the Company shall be retained by the Company till the full payment of the purchase price, including all fees, has been made. If the Company has several overdue claims against the Buyer, the title to goods shall pass to the Buyer only after the payment of all the claims, including their ancillary rights.

10.2. The Buyer must use any delivered goods that are supplied by the Company carefully and must store them in accordance with the requirements as set on the Company its product specification(s). The Buyer undertakes to follow all of the Company's instructions as given to the Buyer by the Company in order to protect the goods or its title.

10.3. Any pledge or other encumbrance of products owned by the Company is not acceptable. The Company must be notified of any act of a third person against the Company's goods by reason of intervention.

10.4. By agreement of the reservation of the title, the time that the liability for damage to goods passes to the Buyer under law or under these General Trading Terms and Conditions shall not be affected.

10.5. The Company shall be entitled to request immediate return of any goods delivered if the Buyer did not pay the price of goods duly and on time, or if the Buyer actually suspended its payments.

10.6. Unless otherwise agreed between the parties, if the Company takes any goods back, it does not mean that the Company terminates the contract. If sold goods, still owned by the Company, are taken back, the Company shall retain the right to claim for damages on account of failure to fulfil a contractual obligation.

10.7. Till the reservation of the title expires, the Buyer shall be considered as the steward of the goods sold with the reservation of the title.

10.8. The costs incurred on account of the enforcement of the Company's title shall be regarded as the Buyer's costs.

11. Liability

11.1 Except for gross negligence or intentional fault on the part of The Company, any and all liabilities of The Company are fully excluded. The burden of proving gross negligence or intentional fault rests on the Counterparty.

11.2 If, for whatever reason, there would be liability on the part of The Company, then such liability shall not extend to any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense sustained by the Counterparty or by third parties, including but not limited to consequential damage, nonmaterial damage/losses, work stoppage, production failure, impairment of other goods, damages due to governmental actions, recall damages, reputation damages, trading loss or environmental damage and loss of profits. The Company's liability/obligations shall never extend to the delivery of replacement goods for goods that have been rejected, for whatever reason.

11.3 The Company's total liability shall be limited to the amount paid out by The Company's professional liability policy in the matter concerned and shall in any case never exceed the invoice price, exclusive of value added tax, paid by the Counterparty for the goods and/or services supplied.

11.4 Any and all claims towards The Company will automatically lapse if such claim is not notified to The Company in writing within one week from the date upon which the Counterparty became aware, or should reasonably have become aware, of the existence of any such claim.

11.5 Notwithstanding the above, claims with respect to delivered goods will in any case lapse upon the expiry of a period of one month following the date of delivery.

12. Concluding provisions

12.1. These trading terms and conditions were executed in English, French, German and Spanish. Should any differences arise among individual versions, the English language version shall prevail.

12.2. The relations between the parties shall be governed by the Dutch legal order. Any legal relations not regulated in the contract or these terms and conditions expressly shall be governed by Act 513/1991 Coll., Commercial Code. In cases of contracts with an international element, the United Nations Convention on Contracts for the International Purchase of Goods (Vienna, 1980) shall be applied, which is part of the Dutch legal order; the Convention according to the clause in front of the semicolon shall be applied even if the Buyer does not have a registered office in the country which is a party to the Convention.

12.3. If any of the provisions of these trading terms and conditions is or becomes

ineffective, other provisions of these terms and conditions shall remain in effect. The parties undertake to supersede the ineffective provision of these terms and conditions by another effective provision which shall correspond best to the content and sense of the original ineffective provision. Any invalidity of individual provisions of the General Trading Terms and Conditions shall not affect the validity of other provisions.

12.4. If the content of a concluded individual contract is inconsistent with the provisions of these General Trading Terms and Conditions, the individual contract shall prevail.

12.5. All disputes in relation to the contract concluded between the parties or these General Trading Terms and Conditions shall be settled definitely in proceedings before an Arbitration Court in the Netherlands.

12.6. The Buyer expresses unreserved consent to these General Trading Terms and Conditions and confirms the fact by signing the sales order and/or sales contract. Failure to do so does not affect the validity of the Sales order and/or Sales Contract. The confirmation prevails and replaces/cancels any counterparty confirmation sent and/or signed.