

GENERAL TERMS AND CONDITIONS OF SALE OF FEDECO FOODS NV

1. Definitions

- **Business Day:** a day other than a Saturday, Sunday or public holiday in Belgium, when banks in Brussels are open for business.
- **Clause:** a clause to these Conditions.
- **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Clause 12.4.
- **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- **Customer:** the natural or legal person acting for professional purposes who purchases the Goods from the Supplier.
- **Delivery Date:** the estimated date for delivery of the Goods at the Delivery Location specified in the Order Confirmation.
- **Delivery Location:** the location for delivery of the Goods depending on the applicable Incoterms® 2020 Rules and specified in the Order Confirmation.
- **Force Majeure Event:** any circumstance not in a Party's reasonable control including, but not limited to, (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic (relating to both humans and animals); (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination, or sonic boom; (v) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors; and (ix) interruption or failure of utility service.
- **Goods:** the goods (or any part of them) set out in the Order Confirmation.
- **Order:** the Customer's purchase order for the Goods.
- **Order Confirmation:** has the meaning given in Clause 2.3.
- **Relevant Information:** any relevant information relating to the Goods (including but not limited to any instruction for the delivery and loading of the Goods), as provided by the Customer to the Supplier in a specification sheet and/or in e-mail.
- **Supplier:** FEDECO FOODS NV, a public limited company ("naamloze vennootschap") incorporated under Belgian Law, with offices at Dorp-Oost 45 (box 1), 9080 Lochristi (Belgium) and registered with the Crossroads Bank for Enterprises under number VAT BE 0742.522.429 (RLE Ghent, section Ghent).

2. Basis of contract

- 2.1. These Conditions apply to each quotation for the Goods, each Order and each Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (even if these terms state otherwise), or which are implied by law, trade custom, practice or course of dealing. In case of any conflict, discrepancy, inconsistency, contradiction or ambiguity between any provision of these Conditions and a written Contract, the provisions of the written Contract shall prevail.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. With the Order the Customer accepts these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order (the "**Order Confirmation**"), at which point the Contract shall come into existence. The Customer is not entitled to change or cancel the Order once an Order Confirmation has been issued.
- 2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5. A quotation for the Goods given by the Supplier shall not constitute an offer.

3. Delivery

- 3.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the type and quantity of the Goods (including the code numbers of the Goods, where applicable).
- 3.2. The Customer shall be responsible to provide the Supplier in a timely manner and ultimately before the Order Confirmation with the Relevant Information.
- 3.3. The Supplier shall deliver the Goods to the Delivery Location on the Delivery Date in accordance with the

Relevant Information.

- 3.4. The Customer acknowledges that the Supplier shall deliver the Goods in accordance with all applicable statutory and regulatory requirements applicable in the country of manufacturing the Goods. For the avoidance of doubt, this includes any health certificates relating to the Goods issued by the authorities of the country of manufacturing the Goods.
- 3.5. Delivery is completed in accordance with the applicable Incoterms® 2020 Rules as set out in the Relevant Information.
- 3.6. Any dates quoted for delivery are approximate only and subject to the timely provision by the Customer of adequate delivery and loading documentation and instructions. The time of delivery is not of the essence. Delays in the delivery of the Goods shall not entitle the Customer to (a) refuse to take delivery of the Goods; (b) claim damages; or (c) terminate the Contract. The Supplier shall have no liability for any failure or delay in delivering the Goods to the extent that any such failure or delay is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.7. If the Customer fails to accept delivery of the Goods on the Delivery Date, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the Delivery Date; and (b) the Supplier shall store the Goods at the risk of the Customer until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.8. If five (5) Business Days after the Delivery Date, the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and charge the Customer for any shortfall below the price of the Goods and/or for any additional costs and expenses incurred by the Supplier.
- 3.9. If the Supplier delivers up to and including five (5) % more or less than the quantity of the Goods ordered, the Customer may not reject them.

4. Quality

- 4.1. The Goods supplied to the Customer shall conform with their description in the Order Confirmation.
- 4.2. The Customer may reject any Goods delivered to it that do not comply with Clause 4.1, provided that (a) none of the events listed in Clause 4.4 apply; and (b) the Customer gives written notice of rejection to the Supplier (specifying in reasonable detail its complaints with respect to the rejected Goods). In the case of a defect that is apparent on normal visual inspection, the Customer gives written notice of rejection to the Supplier within two (2) Business Days of delivery. In the case of a latent defect, the Customer gives written notice of rejection to the Supplier within two (2) Business Days of the latent defect having become apparent (but at the latest within two (2) weeks of delivery, which period shall be regarded as an expiry period). The Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 4.3. If the Customer fails to give written notice of rejection in accordance with Clause 4.2, the Customer shall be deemed to have accepted the Goods.
- 4.4. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in Clause 4.1 if (a) the Customer makes any further use of those Goods after giving notice in accordance with Clause 4.2; (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions for the storage or use (including cooking instructions) of the Goods or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of the Supplier following any specification supplied by the Customer; (d) the Customer alters those Goods without the written consent of the Supplier; or (e) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions.
- 4.5. If the Customer rejects the Goods according to Clause 4.2 and the Customer's complaint is well-founded in the Supplier's opinion, then the Supplier shall, at its option, (a) replace the rejected Goods; or (b) repay the price of the rejected Goods (in full or partly) to the Customer.
- 4.6. Except as provided in this Clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 4.1.
- 4.7. These Conditions shall apply to any replacement Goods supplied by the Supplier.

5. Title and risk

- 5.1. The risk in the Goods shall pass to the Customer on completion of delivery in accordance with the applicable Incoterms® 2020 Rules.
- 5.2. The title to the Goods shall pass to the Customer at the moment of full payment of the corresponding price

for the relevant Goods (including any costs and/or interest). The supplied Goods remain the property of the Supplier and the Customer may not modify, pawn, sell or in any way mortgage, incorporate or transform the Goods, until payment has been made in full.

6. Product recall

- 6.1. The Supplier may at any time recall or withdraw any Goods from the market by given written notice to the Customer.
- 6.2. The Customer shall immediately upon receipt of the written recall notice of the Supplier act in strict compliance with the Supplier's instruction about the process of implementing the recall and cease to resell and use the Goods (if asked to do so by the Supplier).

7. Price and payment

- 7.1. The Supplier's price list as communicated from time to time to the Customer is valid for a period of one (1) month, unless stated otherwise on the price list, quotation or any other communication by the Supplier to the Customer. The price of the Goods shall be in euros and set out in the Order Confirmation. Any foreign exchange risk shall be borne by the Customer.
- 7.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to (a) any factor beyond the Supplier's control (including foreign exchange fluctuations and increases in taxes and duties); (b) any request by the Customer to change the Delivery Date(s), or quantities or types of the Goods ordered; or (c) any delay caused by any instructions of the Customer or failure of the Customer to timely provide the Supplier with adequate delivery and loading documentation and instructions.
- 7.3. The price of the Goods (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and (b) excludes the costs and charges of insurance and transport of the Goods, which shall be invoiced to the Customer, and all other costs and charges which are payable by the Customer in accordance with the applicable Incoterms® 2020 Rules.
- 7.4. The Supplier shall invoice the Customer for the Goods in accordance with the credit terms specified in the Order Confirmation.
- 7.5. The Customer shall pay each invoice submitted by the Supplier in full and in cleared funds in accordance with any credit terms set out in the Order Confirmation. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment shall be of the essence for the Contract.
- 7.6. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 7.6 will accrue each day at the legal interest rate of the Belgian Act of 2 August 2002 on late payment interests in commercial transactions (as varied from time to time). In addition, the Customer shall pay liquidated damages to the Supplier equal to ten (10) % of the unpaid amounts, with a minimum of EUR 250,00. These damages are intended to cover, among others, but not limited to, the Supplier's costs to recover the overdue sums.
- 7.7. In case that the Customer's financial position, before delivery of the Goods, deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy, the Supplier is entitled to full or partial payment from the Customer for the relevant Goods, whether or not in deviation from the credit terms specified in the Order Confirmation.
- 7.8. If the Customer disputes any invoice, the Customer shall immediately, and in any case not later than five (5) calendar days of the invoice date, notify the Supplier in writing. The Customer provides the Supplier with the reasons for the dispute and any evidence as may be reasonably necessary to support the dispute. Beyond the deadline as set out in this Clause 7.8, the invoice shall be deemed accepted by the Customer. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Clause 7.5.
- 7.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Insurance

- 8.1. The Supplier shall maintain in force with a reputable insurance company, (i) a professional liability insurance and (ii) a product liability insurance to cover liabilities that may arise under or in connection with the

Agreement.

- 8.2. On the Customer's written request, the Supplier shall provide the Customer with copies of the insurance policy certificates giving details of the cover provided and proof of payment of all insurance premiums.

9. Limitation of liability

- 9.1. References to liability in this Clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Nothing in the Contract excludes or limits any liability which cannot legally be excluded or limited, including liability for (a) death or personal injury caused by fault; (b) fraud or fraudulent misrepresentation; or (c) deliberate default.
- 9.3. The Supplier shall only be liable to the Customer for the Customer's direct loss resulting from its deliberate default (or the deliberate default of its directors, employees, officers, representatives and contractors).
- 9.4. Subject to Clause 9.2 and to the maximum extend permitted by law, the Supplier's total liability to the Customer in respect of an Order shall not exceed ten (10) % of the total sums paid by the Customer for that Order.
- 9.5. Subject to Clause 9.2 and to the maximum extend permitted by law, the Supplier will not be liable for (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.
- 9.6. Subject to Clause 9.2, the Customer agrees, and accepts, not to hold the directors, employees, officers, representatives, commercial agents and contractors of the Supplier personally liable for or in connection with the Contract. The Customer shall bring any (liability) claim for or in connection with the Contract exclusively against the Supplier.
- 9.7. If any claim is made against the Supplier arising out of or in connection with the Relevant Information, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier in relation to that claim.
- 9.8. This Clause 9 shall survive termination of the Contract.

10. Termination

- 10.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect, without court intervention and without notice or payment of any compensation, by giving written notice to the Customer if (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) calendar days of the Customer being notified in writing to do so; (b) the Customer takes any step or action in connection with its entering administration (insolvency), provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or (e) the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier (without court intervention) if the Customer becomes subject to any of the events listed in Clause 10.1(b) to Clause 10.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.3. In any case of early termination in accordance with Clause 10.1, the price for the Goods remains due (even in respect of Goods not yet supplied to the Customer) by way of compensation to the Supplier. On termination of the Contract for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer

immediately on receipt.

- 10.4. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. Force Majeure

The Supplier shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations under the Contract if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for ninety (90) calendar days, either party may terminate the Contract without any damages being due by giving thirty (30) calendar days' written notice to the other party.

12. General

- 12.1. **Assignment and other dealings.** The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 12.2. **Confidentiality.** The Customer undertakes that it shall not at any time during the Contract and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the Supplier, except as permitted by this Clause 12.1. The Customer may disclose the Supplier's confidential information (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Customer's rights or performing its obligations under the Contract (provided that the Customer ensures that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Supplier's confidential information comply with this Clause 12.1); and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Customer shall not use the Supplier's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 12.3. **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 12.4. **No variation.** The Supplier may vary these Conditions at any time by giving written notice to the Customer. Unless the Customer disputes the variation in writing within fourteen (14) calendar days of the Supplier's notice, the Customer shall be deemed to accept the variation.
- 12.5. **Waiver.** Except as set out in Clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this Clause 12.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.7. **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or registered mail at the other party's (registered) offices (or such other address as that party may have specified in writing in accordance with this Clause 12.7). Any notice shall be deemed to have been received (a) if delivered by hand, at the time the notice is left at the proper address; and (b) if sent by registered mail, at 9.00 am on the third (3rd) Business Day after posting, unless proof of earlier receipt can be provided.
- 12.8. **Data protection.** If and to the extent that the parties process personal data in performance of the Contract, as referred to in the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), each party undertakes to comply with its respective obligations under the GDPR, as well as any applicable national implementing and supplementing law relating to the protection of personal data and

privacy. If and to the extent that the parties shall process "Personal Data" (within the meaning of the GDPR) the Parties shall enter into, and attach to the Contract, a data processing agreement setting out the scope, the nature, the purpose, and the duration of the processing of the Personal Data, the types of Personal Data and categories of data subject.

12.9. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, its subject matter or formation, shall be governed by and construed in accordance with the law of Belgium.

12.10. **Jurisdiction.** Each party irrevocably agrees that the courts of Ghent, section Ghent shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, its subject matter or formation.