

GENERAL TERMS AND CONDITIONS OF PURCHASE of the private limited company **FN GLOBAL MEAT B.V.** (hereinafter: FNGM) with its registered office at Heliotrooping 700, 3316 KG Dordrecht, the Netherlands, filed on 22-08-2024 with the Registry of the District Court of Rotterdam under number: 17/2024

Clause 1 – General

- 1.1. These General Terms and Conditions (hereinafter: Conditions) apply to all legal relationships in which FNGM acts as a purchaser or potential purchaser and/or client or potential client, including all quotations, assignments and/or agreements between FNGM and Suppliers, pertaining to the purchase and delivery of Goods and/or the performance of services and their execution. This also includes any continuing performance agreement (whether or not tacitly formed) between FNGM and the Supplier arising from a series of separate agreements and/or a lasting business relationship between FNGM and the Supplier.
- 1.2. "Supplier" means any contracting party of FNGM, being a legal or natural person that supplies Goods and/or performs services to FNGM, including the Supplier's representatives, agents, assignees and successors.
- 1.3. "Goods" means all goods the Supplier sells and/or delivers to FNGM as referred to in Article 3:2 of the Dutch Civil Code (hereinafter: DCC).
- 1.4. "Terminate" means in Dutch: "opzeggen".
- 1.5. "Set Aside" means in Dutch: "ontbinden".
- 1.6. Deviations from or amendments to these Conditions must be confirmed by FNGM in writing, specifically by an authorised representative of FNGM, and apply only to the quotation/assignment/agreement in question.
- 1.7. FNGM reserves the right to amend these Conditions at any time. Amendments will apply from the time they are first communicated or uploaded on the FNGM website. For previously concluded agreements, the Conditions that were in force on the day the agreement was concluded, continue to apply.
- 1.8. If any provision in these Conditions is declared void by a court or arbitral tribunal of competent jurisdiction or otherwise held to be non-binding, that provision will be interpreted in such a manner as to remove the conflict or invalidity. The other provisions in these Conditions will remain in full force and effect.
- 1.9. Any general terms and conditions used by the Supplier are not binding on FNGM, unless FNGM has agreed to them in writing.

Clause 2 – Agreements and amendments

- 2.1. An offer made by the Supplier is irrevocable, unless the offer expressly indicates the contrary.
- 2.2. An agreement between FNGM and the Supplier is formed once FNGM has acknowledged an offer or quotation from the Supplier in writing by means of a confirmation of a purchase/order/assignment.
- 2.3. The contents of any agreement are deemed to be represented as correct and complete solely by the confirmation of a purchase/order/assignment and any amendment or supplement thereto by FNGM.
- 2.4. After issuing a quotation, the Supplier must notify FNGM in time and in writing of any amendments the Supplier would like to make; they bind FNGM only if FNGM has confirmed these arrangements/commitments in writing. In case of quotations and/or amendments thereto provided verbally or by telephone, the Supplier will bear the risk as to whether or not they are executed or correctly executed.

- 2.5. Amendments to a quotation issued by the Supplier, of whatever nature, which entail higher costs than could have been expected based on the original quotation provided by the Supplier, will be borne by the Supplier.
- 2.6. The parties accept order confirmations or other correspondence, e.g. via email, as legally binding correspondence.
- 2.7. When entering into the agreement, FNGM is entitled to demand security from the Supplier for compliance with all obligations.

Clause 3 – Prices

- 3.1. The price agreed includes all costs incurred in connection with the Goods and/or services up to and including the time of delivery. This includes (if applicable) costs for storage and packaging, taxes (including clearance charges), other levies, costs for transport and transport insurance, unless expressly agreed otherwise in writing.

Clause 4 – Packaging and labelling

- 4.1. The Supplier is obliged to ensure that the Goods delivered are carefully and properly packed, labelled in accordance with the latest applicable Dutch and European legislation, provided with a best before date, which corresponds with the conditions for storage and transport and all legally required specifications, and free from foreign objects, contamination and substances that may be harmful to health, in which respect the Goods comply with all statutory requirements, including European Union regulations and regulations of the country of delivery and the country of destination or final destination, as well as the temperature requirements prescribed by law (including during transport and/or storage).

Clause 5 – Delivery

- 5.1. Delivery takes place the moment FNGM takes receipt of the Goods at the place agreed and in accordance with the delivery term agreed.
- 5.2. Until receipt of the Goods by FNGM, the Goods remain at the Supplier's expense and risk, regardless of whether the Supplier has arranged for transport. The Supplier will take out transport insurance for the Goods for the duration of the transport and storage until the moment FNGM takes receipt of the Goods, unless expressly agreed otherwise.
- 5.3. The delivery terms stated in FNGM's order confirmation are binding. If the Goods are not delivered within the delivery period agreed and at the place agreed, the Supplier is in default, without notice of default being required.

Clause 6 – Transport and other documents

- 6.1. The copy of the transport document of the Supplier, signed for receipt by the carrier without comments, only serves as proof of shipment of the quantities specified in the transport document.
- 6.2. The Supplier is obliged to provide FNGM at all times with all documents and data applicable to the agreement and/or the Goods with due observance of the prescribed deadlines and formalities, failing which the Supplier will be fully liable to FNGM for the resulting loss or damage. This will also apply with regard to compliance with the most up-to-date applicable regulations of the European Union or other national and/or international authorities and governments.
- 6.3. At or before the time of delivery, the Supplier is obliged to provide FNGM with the required

documents, information and certificates from the competent authorities, including control bodies and customs, health and inspection authorities, showing that FNGM can import, trade or process the Goods without any impediment and without any further formalities from the competent authorities.

6.4. All costs arising from the preparation and delivery of the necessary documents will be borne by the Supplier, unless explicitly agreed otherwise.

Clause 7 – Payment

7.1. Payments will be made in euros, unless expressly agreed otherwise.

7.2. If the purchase price is not paid to the Supplier for any reason, the Supplier will grant FNGM a further payment period of at least fifteen (15) working days.

7.3. If FNGM is in default, FNGM will only owe the statutory interest on the invoice amount, excluding transport costs, VAT and other levies of whatever nature.

7.4. FNGM is entitled to set off claims of the Supplier against FNGM against any claim that FNGM has against the Supplier on any basis whatsoever.

Clause 8 – Transfer of ownership

8.1. Ownership of the Goods will pass from the Supplier to FNGM at the time of delivery.

8.2. The Supplier waives all rights and powers to which the Supplier is entitled under the right of retention or right of complaint.

Clause 9 – Supplier's obligations

9.1. If the Supplier is responsible for transport, the Supplier, or the carrier engaged by the Supplier, must check and record the temperatures of the cold store and the temperature progression during transport.

9.2. For all Goods, the Supplier is obliged to have and implement a hazard analysis and critical control points (HACCP) system or an applicable quality system or hygiene code, appropriate to the Supplier's business and the volume and nature of the Goods. The Supplier is obliged to comply with the laws and regulations in force at the place of delivery and the place of destination of the Goods as regards the preparation, handling, storage or distribution of Goods, materials or equipment that come into contact with the (delivered) Goods. If necessary, the Supplier is obliged to prove this at FNGM's first request.

9.3. If the Supplier considers or has reason to believe that the Goods do not comply with the food safety requirements of the European Union or applicable national legislation and/or may be harmful to human health, the Supplier must immediately notify FNGM.

9.4. In cases as described in Clauses 9.2 and 9.3, the Supplier must immediately provide all requested information relating to the affected Goods and must fully cooperate with requests from FNGM and/or the competent authorities to the extent necessary to minimise the risk to public health, minimise loss or damage and/or discover the origin, cause and extent of the situation as described in Clauses 9.2 and 9.3.

Clause 10 – Guarantee

10.1. The Supplier guarantees that the Goods and/or documents relating to the Goods to be delivered comply with the agreement. This includes in any case the guarantee that:

- a. the Goods have the promised characteristics;
- b. the Goods meet at least the quality standards applicable to them;
- c. the Goods are free from third-party rights and are freely marketable, without any restriction(s) in the country of delivery and/or in the country of final destination (including the destination that FNGM has agreed with a third party in a separate agreement);
- d. the Goods are suitable for the purpose for which the order/assignment was placed or the agreement was concluded;
- e. the Goods comply with rules by or under the law and/or otherwise applicable rules and/or requirements set by FNGM in the fields of, inter alia, quality, public health, safety and the environment, both in the country of delivery and in the country of final destination (to the extent known);
- f. the Goods are provided with and accompanied by all details and instructions necessary for correct and safe handling;
- g. the Goods are fit for human consumption;
- h. the Goods are provided with and accompanied by all documentation requested and otherwise required by FNGM.

10.2. The guarantee contained in Clause 10.1 applies irrespective of any transfer of the risk of the Goods to FNGM.

10.3. The Supplier warrants compliance with all applicable sanctions and restrictions stipulated in and arising from all relevant sanctions, including from the United States of America, the United Nations, the European Union and/or the United Kingdom, and export control regulations in force at the time of concluding the agreement and during its execution.

10.4. If the Supplier fails to comply with the obligation(s) arising from Clause 10.1, at FNGM's first request and at FNGM's discretion the Supplier will replace the Goods or make up any shortfall at the Supplier's own expense, unless FNGM prefers to Terminate or Set Aside the agreement. All this is without prejudice to FNGM's other rights based on the Supplier's breach/failure, including but not limited to the right to compensation.

Clause 11 – Liability, indemnification and insurance

11.1. The Supplier is liable for any loss or damage, of whatever nature and without limitation, suffered by FNGM and/or subsequent customers or users as a result of any failure in the performance of the Supplier's obligations and/or as a result of negligent acts or omissions by the Supplier or the Supplier's personnel or third parties engaged by the Supplier, or acts in breach of a contractual or statutory obligation. The Supplier's liability extends, inter alia, to loss and damage due to death or injury, damage to property of FNGM and third parties, business interruption, loss of profit or income and loss or damage caused by recalls.

11.2. The Supplier is obliged to indemnify FNGM against any and all claims by third parties in connection with the agreement and/or in connection with the Goods and/or documents provided by the Supplier or by the Supplier's intermediary and/or in connection with negligent acts or omissions by the Supplier or the Supplier's subordinates or acts in breach of a contractual or statutory obligation. The Supplier is also obliged to indemnify FNGM against any and all costs

involved in legal or arbitration proceedings, including the full costs of legal assistance and extrajudicial costs.

11.3. The Supplier is obliged to insure the Supplier's liability for the amounts customary in the European food industry. The Supplier must upon first request allow inspection of the relevant insurance policies and provide an insurance certificate.

11.4. Any liability of FNGM for loss or damage of whatever nature is excluded, except to the extent that the loss or damage was caused by an act or omission of the managing director(s) and/or manager(s) of FNGM, either with the intention to cause loss or damage or recklessly and with the knowledge that it would probably result in such loss or damage.

Clause 12 – Force majeure

12.1. Subject to Clause 12.2, in the event of force majeure, performance of the agreement will be suspended in full or in part for the duration of the force majeure situation, without FNGM and the Supplier being liable to pay any compensation in this respect. If the force majeure situation lasts longer than thirty (30) days, FNGM is entitled to Set Aside the agreement with immediate effect and without judicial intervention, without being liable to pay any compensation.

12.2. Force majeure on the part of the Supplier does not include lack of personnel, strikes, epidemics, pandemics such as COVID-19, war, threat of war, civil war, riots, fire and any other interruption in the Supplier's business or that of the Supplier's suppliers, non-performance by third parties engaged by the Supplier, failure of auxiliary materials, lack of raw materials, animal and/or plant diseases, food scandals, the availability or non-availability of road and/or sea transport, changes in legislation and/or regulations and liquidity or solvency problems on the part of the Supplier.

Clause 13 – Performance, suspension, Setting Aside of the agreement and/or compensation

13.1. In addition to the (statutory) right to Set Aside the agreement or demand performance, FNGM is entitled to suspend the performance of its obligations or Set Aside the agreement in full or in part with immediate effect without notice of default or judicial intervention (without being liable to pay any compensation on that basis) if one or more of the following situations occurs:

- a. the Supplier does not fulfil any obligation and/or guarantee arising from the agreement or from these Conditions, or does not do so properly or on time;
- b. the Supplier acts in breach of a statutory obligation or otherwise acts improperly;
- c. the Supplier is or threatens to be granted suspension of payments, declared bankrupt or put into liquidation or any part of the Supplier's property is seized;
- d. the Supplier ceases operations, decides to liquidate or otherwise loses its legal personality;
- e. the licences required for the agreement are revoked;
- f. a third-party attachment is levied against FNGM on the Supplier's assets;
- g. FNGM has given the Supplier written notice of a breach, specifying the nature of the breach, and the Supplier subsequently fails to perform its obligation(s) under the agreement again.

13.2. If FNGM Sets Aside the agreement, FNGM is entitled, by way of compensation, to, at its own discretion:

- a. any price difference disadvantageous to FNGM between the contract price and the market value of the relevant Goods and/or services on the day of non-performance, without

- prejudice to FNGM's right to additional or alternative compensation; or
- b. the price difference between the contract price and the substitute transaction price, without prejudice to FNGM's right to additional or alternative compensation.
- 13.3.If FNGM sets aside the agreement, the Supplier will, at FNGM's request, refund any purchase price already paid and, upon first request, immediately collect all or part of the Goods already delivered from FNGM or from a location to be designated by FNGM.
- 13.4.The Supplier waives all rights and powers to which the Supplier is entitled under the right of suspension.

Clause 14 – Transfer of rights and obligations

- 15.1.Unless otherwise agreed, the Supplier may only transfer rights and/or obligations under the agreement to third parties with FNGM's prior written consent.

Clause 15 – Recall

- 15.1.If there is (i) an issue that may lead to a safety risk to consumers as a result of the Goods and/or (ii) a voluntary or mandatory recall of, withdrawal of or similar measure regarding one or more of the Goods, including situations covered by measures based on product safety regulations of the European Union or the Netherlands, the Supplier must:
- a. provide reasonable support to FNGM in developing and implementing a strategy;
- b. notify FNGM as soon as possible in advance of any legally required measure, including communication with the competent authority.
- 15.2.The Supplier is liable for and will indemnify FNGM against all loss and damage that has been or will be suffered as a result of the recall of the Goods.
- 15.3.Within two (2) weeks after the conclusion of the agreement, the Supplier must provide FNGM with the contact details (email address and telephone number) for 24/7 communication about these situations or potential situations.
- 15.4.The Supplier is obliged to keep all information concerning the measures that may or will be taken, confidential.

Clause 16 – Compliance and sanction rules

- 16.1. The Supplier accepts that FNGM will report unusual transactions to the competent authorities under the applicable regulations intended to prevent money laundering and the financing of terrorism.
- 16.2.The Supplier accepts that, under applicable regulations, FNGM may be required to identify the Supplier and/or its ultimate beneficial owner (UBO) and verify the identification. The Supplier will cooperate fully in this regard. FNGM will record and retain the required data in accordance with applicable regulations.
- 16.3.The Supplier accepts that said obligation to provide information prevails over the applicable privacy rules.
- 16.4.FNGM is entitled to terminate the agreement with immediate effect if it may reasonably expect that the Goods come directly or indirectly from any country subject to a sanction for the Goods in question under the regulations referred to in Clause 10.3, without an exemption or permit having been obtained from a competent authority for that purpose.

16.5. Termination of the agreement under any of the above provisions immediately terminates all of FNGM's obligations under the agreement, including any obligation(s) to undo. The termination does not have retroactive effect. The Supplier indemnifies FNGM against any claim, penalty or other loss or damage of third parties arising out of or in connection with such termination or breach.

Clause 17 – Anti-corruption

17.1. The Supplier warrants compliance with all relevant and/or applicable anti-corruption legislation (including but not limited to the legislation of the European Union and/or the United Nations and/or the United States of America and/or the United Kingdom and legislation of any other country relevant to the execution of the Agreement) in performing all acts related to the execution of the Agreement.

17.2. FNGM is entitled to terminate the agreement immediately if FNGM reasonably suspects that the Supplier and/or third parties engaged by the Supplier are violating the regulations referred to in Clause 17.1.

17.3. Termination of the agreement under any of the aforementioned provisions immediately terminates all of FNGM's obligations under the agreement, including any obligation(s) to undo.

Clause 18 – Privacy

18.1. FNGM may process and/or store and share data, whether or not this is received during the execution of the agreement, with anyone within FNGM's organisation involved in the execution of the agreement and with customer management. FNGM will not process the data on the Supplier's instructions, unless this is necessary in view of the services to be provided. FNGM will only process the data to the extent compatible with the purpose for which the data was collected. FNGM will take the necessary measures, both technical and organisational, to secure personal data against loss, modification and unauthorised access, whether by third parties or not.

18.2. The parties will process data collected during the execution of the agreement confidentially. The parties will not share the personal data received with third parties, unless the parties have given their prior consent or if this is necessary to comply with applicable regulations, all to the extent that the data is not publicly accessible information or the data cannot harm the parties in any way.

Clause 19 – Limitation

19.1. All claims against FNGM will be time-barred one (1) year after the date of the agreement.

Clause 20 – Dutch text prevails

20.1. In the event of a conflict between a translation and the Dutch version of these Conditions, the Dutch version prevails.

Clause 21 – Applicable law and competent court

21.1. The agreement and these Conditions, as well as all other legal relationships between FNGM and the Supplier, are governed by the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods; CISG). Any gaps in the Vienna Sales Convention will be filled by the supplementary applicable Dutch law.

21.2. All disputes arising out of or in connection with these Conditions or the agreement(s) between FNGM and the Supplier will be settled exclusively by (i) the District Court in Rotterdam, the Netherlands, if the Supplier has its registered office in the European Economic Area ("EEA"), or (ii) where the Supplier is established outside the EEA, by means of UNUM Arbitration (<https://unum.world/>) in Rotterdam, the Netherlands, subject to the applicable UNUM Arbitration Rules. Irrespective of the above provisions, FNGM is at all times free to submit disputes as referred to above to the competent court of the country where the Goods are or will be located (if they are being transported) or to the competent court of the country where the Supplier is established.