

General Terms and Conditions for Purchasing

NORDEX FOOD

GROUP

March 2024

1. APPLICABILITY

1.1 Unless otherwise agreed in writing these General Terms and Conditions for Purchasing of Products and Services (the "GTC Purchasing") shall apply to any and all purchases of Products and/or Services ("Products") by Nordex Food A/S, Futura Foods UK Ltd. or by any subsidiary or sister company hereof (together and individually "Nordex" or the "Nordex Group"). By accepting an Order, offering to sell or making a sale or delivery of Products to Nordex, the person or entity doing so (the "Supplier") agrees and accepts that the GTC Purchasing applies between Nordex and the Supplier (together the "Parties").

1.2 In case of discrepancies between the GTC Purchasing and any other exchanges of communication between the Parties, the GTC Purchasing shall prevail unless otherwise explicitly agreed in writing by the Parties.

1.3 The Parties may enter a written frame agreement setting out the relationship and commercial aspects between the Parties in further details (the "Frame Agreement"). These GTC Purchasing shall be deemed an integrated part of such Frame Agreement and shall prevail unless agreed otherwise in the Frame Agreement. In these GTC Purchasing, expressions defined in the Frame Agreement and used in these GTC Purchasing have the meaning set out in the Frame Agreement unless otherwise defined.

1.4 "Nordex Mark" shall mean a name or brand belonging to Nordex or one of its customers or any names or brands which are confusingly similar to the same.

1.5 "Private Label Products" shall mean Products carrying a Nordex Mark.

1.6 "Products" shall mean the product (including all elements and aspects, such as its packaging and labelling) or service purchased hereunder,

1.7 "Order" shall mean Nordex's order for Products, as set out in its purchase order.

2. ORDERS

2.1 Nordex may, but is not obliged to, submit any Orders to the Supplier.

2.2 An Order which is based on an offer by the Supplier shall be binding upon the Supplier. An Order which is not based on an offer shall be deemed accepted by the Supplier when the Supplier provides written or verbal confirmation of the Order or when the Supplier carries out any act which is consistent with commencing or fulfilling the Order. In all situations where an agreement is entered the Supplier shall forward an order confirmation for documentation purposes within 48 hours.

2.3 Any amendments to an Order (including, but not limited to, amendments included in the Supplier's order confirmation) shall only be valid if they are explicitly accepted by Nordex. If such acceptance is not given, the Order shall be considered the agreed document.

2.4 Any Forecasts issued by Nordex are non-binding.

2.5 Nordex may cancel an Order with no compensation payable to the Supplier in the following circumstances: In case of Private Label Products, Orders may be cancelled prior to the point where such have been packed or labelled in a distinct way not suitable for other customers. For non-Private Label Products where Nordex is responsible for pick-up of the Products, cancellation may take place prior to pick up. For non-Private Label Products where shipping takes place by the Supplier, cancellation may be made prior to loading has started. Nordex may cancel an Order for services at any time prior to performance by the Supplier.

3. MANUFACTURING, QUALITY AND PACKING

3.1 The Supplier shall manufacture, pack and supply the Products in accordance with best industry standards and practices and with any supplemental standards and practices agreed by the Parties.

3.2 The Supplier warrants that the Products supplied to Nordex shall:

(a) until the expiration date, conform to any sample provided, the product specification sheet directly or indirectly accepted by the Supplier and

to any other standards, qualities, performance features or attributes given on the Order and/or any other specification by any of the Parties in respect of the Products;

(b) comply with all applicable statutory and regulatory requirements hereunder but not limited to food and product safety regulations in the European Union, country of origin, and the country of the Supplier and carry a certificate of conformity if and as requested by Nordex;

(c) be free of any substances or materials which are genetically modified or are derived from such;

(d) where appropriate, have no extraneous or objectionable odours or tastes whether hazardous/noxious or not;

(e) be properly packed and secured in such manner as to enable them to reach their destination in good condition.

3.3 Where the Products being provided are services, the Supplier notes that it shall be an independent contractor and nothing in the Order shall render the Supplier as an employee, worker, agent or partner of Nordex. The Supplier shall:

(a) co-operate with Nordex in all matters relating to the Products and comply with all reasonable instructions given by Nordex;

(b) engage the Products with due care and diligence and in accordance with best industry practice in the Supplier's industry, profession or trade;

(c) use appropriately qualified and trained personnel and in a sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Order;

(d) ensure the Products are performed to the reasonable satisfaction of Nordex;

(e) ensure the Supplier observes all health and safety, security requirements and social distancing guidelines that apply on Nordex's premises; and

(f) provide all the necessary plant, equipment, and materials necessary for the performance of the Product, except as otherwise agreed with

Nordex (and in any event, the provision of any plant, equipment and materials shall be at the Supplier's risk).

3.4 Variations or modifications related to the production processes or any other changes affecting the Products in any way including but not limited to changes in raw materials, ingredients and other components shall be notified to Nordex in a modified product specification as soon as possible and no less than three months in advance and may not affect the quality or properties of the Products negatively. Nordex may, in its sole discretion, cancel any Orders placed prior to the change if the change affects the ordered Products. In no way shall approval or passivity by Nordex release the Supplier from any of its liability or limit such liability.

3.5 If before delivery of the Products, Nordex notifies the Supplier of any change to the specifications of the Products or Order (including quantity, description and timescales for delivery), the Supplier shall promptly notify Nordex in writing if the changes will reduce or increase the price of the Products. The parties shall use reasonable endeavours and act in good faith to agree a variation to the price and other terms as necessary to reflect the changes.

3.6 Each delivery shall be clearly marked with the Order number of Nordex and other information specified by Nordex for each Order.

3.7 The Supplier shall obtain and maintain in force at all times during the manufacture and supply of Products all licences, authorisations, consents and permits required to manufacture and supply the Products.

3.8 The Supplier warrants to comply with all applicable laws, enactments, orders, regulations, and other instruments relating to the manufacture, packaging, marking, storage, handling, and delivery of the Products.

3.9 The Supplier shall ensure full traceability of all its suppliers and all the materials and substances which are ingredients in or otherwise forms part of or having a role in the manufacture of the Products from raw material to delivered finished Product. The Supplier shall be able to supply a

downstream and upstream traceability within 4 hours from Nordex requesting such.

3.10 Nordex or its customers of the Products (or their nominated third parties) are entitled to enter the Supplier's premises during business hours to:

- (a) inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Products;
- (b) inspect and take samples of the relevant raw materials, the packaging and the Products;
- (c) carry out such testing of Products and ingredients as Nordex or its customers deems appropriate.

3.11 If, following an inspection by Nordex or its customers, Nordex considers that the Products are not or are not likely to be as warranted Nordex shall inform the Supplier and:

- (a) the Supplier shall reimburse Nordex and/or its customer for any documented costs incurred in carrying out the related inspection and testing;
- (b) the Supplier shall, at its own cost, immediately take such action as is necessary to ensure that the Products are or will be as warranted; and
- (c) Nordex and/or its customers shall have the right, at the Supplier's cost, to re-conduct inspections, take further samples and test such after the Supplier has carried out its remedial actions.

3.12 The Supplier shall not be entitled to assign or subcontract any performance of its obligations, hereunder but not limited to producing the Products, without prior written consent. If Nordex consents to the subcontracting or assignment by the Supplier of its obligations, the Supplier shall remain responsible for the performance of its obligations.

4 PRIVATE LABEL PRODUCTS

4.1 In addition to the obligations of the Supplier in Clause 3.3 related to variations or modifications affecting the Products the Supplier may not introduce any such variations or modifications affecting Private Label Products without prior approval of Nordex.

Such approval shall not be unreasonably withheld.

4.2 The Supplier undertakes not to produce nor deliver any Private Label Products to any customer other than Nordex unless Nordex places Orders to be delivered to its customers.

4.3 Private Label Products shall be produced with designs, texts, graphics and Nordex Marks on labels and packaging of the Products (the "Nordex Presentation") according to the instructions by Nordex hereunder according to digital drawings and graphics. Samples of the Private Label Product in question shall be approved in writing by Nordex in respect of the Nordex Presentation prior to commencement of production. Private Label Products delivered after approval shall conform in all and any way with the approved samples.

4.4 All costs related to printing and producing the packaging and labels on Private Label Products shall be borne by the Supplier unless otherwise explicitly agreed in writing. The ownership of objects whether digital or physical such as but not limited to print-files and kliches shall lie with Nordex.

4.5 All and any digital or physical objects used for applying and producing the Nordex Presentation shall be deleted or destroyed by the Supplier or its sub-supplier of such following termination of the private label agreement in question. Prior to destruction of physical items Nordex shall be offered to have such handed over free of charge. The same applies to unused packaging material and labels which shall be compensated to the Supplier at net cost price.

4.6 Nordex may require amendments to the Nordex Presentation on Private Label Products after commencement of production with no less than 30 days' notice. Nordex shall cover the costs of unused packaging material with the obsolete label at the end of the notice period. Nordex shall have no obligations related to unused packaging material and labels at the time of termination of the private label agreement in question.

4.7 All and any rights including but not limited to intellectual property

rights such as design rights, copyrights, and trademarks, related to the Nordex Presentation shall belong to Nordex or its customer as the case might be. The Supplier undertakes not to raise any objections against the existence of such rights nor that they belong to Nordex or its customer. The Supplier will not attempt to register any of the above-mentioned rights nor make use of such in any way without the written consent by Nordex.

5. DELIVERY

5.1 The Supplier shall deliver, or make available for collection (at Nordex's option) the Products to the location, at the time and on the delivery terms specified in the Order or the Frame Agreement. If no delivery terms are specified, the Supplier shall deliver the Products "at place" to Nordex (DAP Incoterms 2020). Time is of the essence in respect of each delivery. The Supplier shall contact Nordex to agree on delivery terms in case an Order does not specify such.

5.2 Delivery shall take place within the opening hours of Nordex or any other facility agreed as the place of delivery unless stated otherwise at the Order.

5.3 An Order shall be delivered in one full delivery unless instalments are accepted by Nordex. Where Nordex agrees that an Order can be delivered in instalments, the Order will be treated as a single Order and shall not be severable.

5.4 The Supplier shall notify Nordex without delay where it cannot (or anticipates that it cannot) deliver the Products on the specified date. If the Supplier fails to deliver the Products on the date specified, or within any additional timeframes agreed by Nordex in writing and such failure is not as a result of Nordex's failure to comply with its obligations under this Agreement, then without limiting any other rights or remedies of Nordex, Nordex is entitled to (at Nordex's option):

- (a) refuse to take any attempted delivery of the Order after the date specified;
- (b) terminate the Order with immediate effect;

(c) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by Nordex in obtaining such substitute products;

(d) payment by the Supplier of all and any damages, documented costs and expenses or losses resulting from the Supplier's failure to deliver the Order timely. For the avoidance of doubts the liability of the Supplier for delays shall include penalties charged to Nordex from the customers purchasing the Products in question; and

(e) deduct 2% of the total price for the Products for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% of the total price when delay of Orders occurs more than one time within any three months period.

5.5 Each delivery shall be accompanied by a delivery note specifying the Nordex Order number and part number references.

5.6 Prior to loading the Supplier shall ensure that Nordex receives all the necessary and all the agreed certificates such as but not limited to certificates of health, quality, and origin.

5.7 On the same day of Products being dispatched by the Supplier, the Supplier shall provide to Nordex by e-mail all necessary and agreed documents such as but not limited to: customs invoices, delivery notes, bills of lading/airway bill no, advice note, invoice (priced), certificate of Insurance.

5.8 At the time of delivery and promptly at any time following a request from Nordex, the Supplier shall provide original documentation evidencing the transit of the Products through any other country together with such other information (all of which the Supplier warrants shall be complete and accurate and in accordance with all Applicable Laws) as Nordex may require for the completion of, or compliance with, any customs or other regulatory formalities.

6. ACCEPTANCE AND DEFECTIVE PRODUCTS

6.1 The signing of any delivery notes or any other shipping documents or the receipt of any Products shall not

constitute acceptance of the quantity or quality of the Products. Nordex shall not be deemed to have accepted the Products until acceptance is confirmed in writing following a reasonable period (not being less than 3 business days) to inspect the Products following delivery or, if later, within a reasonable time after any latent defect in the Products becomes apparent.

6.2 If any Products delivered to Nordex do not comply with the warranties and obligations in Clause 3, or are otherwise not in conformity with the terms of the GTC Purchasing; the Order; the Frame Agreement or other agreement between the Parties, then, without limiting any other rights or remedies that Nordex may have, Nordex may reject those Products and in its sole discretion:

(a) require the Supplier to replace the rejected Products at the Supplier's risk and expense within 7 days of being requested to do so; (b) return any defective or non-conforming Products at the expense of the Supplier and require the Supplier to repay the price of the rejected Products in full; and / or

(b) claim damages for any other documented costs, expenses or losses resulting from the Supplier's delivery of Products that do not comply.

7. TITLE AND RISK

7.1 Title in the Products shall pass to Nordex on the sooner of:

(a) delivery to, or collection of the Products by Nordex; or

(b) payment by Nordex for the Products.

7.2 Risk in the Products shall pass to Nordex on delivery of the Products, or collection of the Products (as the case may be).

8. PRODUCT PRICES

8.1 The price for the Products may be set out in the Order (or, where no price is specified in the Order, it shall be confirmed in writing by an authorised representative for Nordex); and shall be inclusive of any costs or charges for packaging, packing, shipping, carriage of the Goods and insurance to the point of delivery according to the agreed delivery term (eg. Incoterm), import taxes and any

other trade duties or tariffs and levies other than VAT (or equivalent sales taxes in the relevant jurisdiction).

8.2 All prices and payments to be made by Nordex to the Supplier in respect of the Products are stated exclusive of any applicable VAT (or equivalent sales tax in the relevant jurisdiction), which shall be paid by Nordex to the Supplier at the rate and in the manner prescribed by applicable law in the relevant jurisdiction from time to time subject to receipt of a valid VAT (or equivalent sales tax) invoice from the Supplier.

8.3 The Supplier shall not increase the price once an Order has been accepted (whether on account of increased material, labour or transport costs or any fluctuation in rates of exchange or otherwise) unless agreed by an authorised representative of Nordex in writing.

8.4 No additional costs/fees shall be accepted by Nordex such as but not limited to environmental fees, order handling fees and packaging costs/fees.

9. TERMS OF PAYMENT

9.1 The Supplier shall forward the invoice to Nordex for each Order at the e-mail address designated by Nordex. Each invoice shall quote the relevant Nordex Order number(s).

9.2 Nordex shall pay invoices within 60 days from end of the month in which the invoice is issued unless other payment terms are agreed in writing. Payment shall be made to the bank account nominated in writing by the Supplier.

9.3 If Nordex disputes an invoice or other statement of monies due, Nordex may suspend payment after notification to the Supplier in writing. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date. The Supplier's obligations to supply Products shall not be affected by any payment dispute.

9.4 Nordex shall be entitled to set off any sums owed to Nordex by the Supplier against any invoices issued.

10. INSURANCE

10.1 The Supplier shall at all times while dealing with Nordex, and for no less than 12 months hereafter, maintain adequate levels and such types of insurance as are appropriate to the nature of its business, including but not limited to general- and product liability insurance, for not less than €2 million per claim and product recall insurance for not less than €500,000, and shall on request provide full details of same to Nordex. In the event that any of the Supplier's employees, servants, agents or sub-contractors are involved in any accident at any Nordex premises, the Supplier shall immediately notify Nordex of the occurrence of the accident and as soon as practicable thereafter, the Supplier shall notify its insurance company.

11. COMPLIANCE

11.1 In performing any and all of its obligations to Nordex the Supplier warrants that the Supplier and the Suppliers subcontractors:

(a) comply with all applicable laws, statutes, regulations and codes in force at any given time hereunder but not limited to: occupational health and safety regulations, environmental laws, employment laws, International Bill of Human Rights, and rules against discrimination and slavery such as the UK Modern Slavery Act of 2015;

(b) do not engage in any activity, practice or conduct which constitutes an offence under (as applicable) the UK Bribery Act 2010, the Danish Penal Code, the Foreign Corrupt Practices Act of the USA, or any other applicable anti-bribery laws and will promptly report to Nordex any direct or indirect request for any unjustified benefit by an individual being directly or indirectly related to Nordex in any way;

(c) integrate and adhere to the Nordex Supplier Code of Conduct in effect at any given time and available at https://docs.nordex-food.com/Supplier_Code!of-Conduct.pdf which among others incorporates the UN Global Compact's 10 principles for corporate social responsibility;

11.2 The Supplier shall ensure that any person or entity who is performing services in connection with the

Suppliers performance of any of its obligations to Nordex does so only on the basis of a written contract which imposes compliance terms on the sub-supplier equivalent to those imposed on the Supplier in this clause 11.

12. INDEMNITY

12.1 The Supplier shall indemnify Nordex against all liabilities, costs, expenses, damages, and losses suffered or incurred by Nordex arising out of or in connection with:

(a) any claim made against Nordex for actual or alleged infringement of a third party's patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and confidential information (including know-how and trade secrets), and all other intellectual property ("Intellectual Property Rights") arising out of, or in connection with, the supply or use of the Products;

(b) any breach of warranty given by the Supplier in relation to the Products;

(c) any claim made against Nordex by a third party arising out of, or in connection with, the supply of the Products if such claim arises fully or partly out of a breach, failure, or delay in performance of obligations towards Nordex by the Supplier; and

(d) any claim made against Nordex by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products.

13. CONFIDENTIALITY

13.1 Each of the Parties undertakes to keep confidential and not disclose information concerning the business, affairs, customers, clients or suppliers of the other Party or any associated company hereof, including information relating to its operations, processes, plans, product information, know-how, designs, trade secrets, and production ("Confidential Information") to third parties.

13.2 A party may disclose Confidential Information:

(a) to its employees, officers, agents, consultants, or subcontractors ("Representatives") who need to know such information for the purposes of exercising such Party's rights or carrying out its obligations towards the other Party, provided that the disclosing Party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause. The disclosing Party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14. TERMINATION FOR CAUSE

14.1 Without affecting any other right or remedy available to it, either Party may terminate any agreement between the Parties hereunder the Frame Agreement and/or any Order(s) with immediate effect by giving written notice to the other Party if:

(a) the other Party suffers an insolvency event hereunder if a Party compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order against it, enters into voluntary or compulsory liquidation, has an administrator or administrative receiver or receiver appointed; or takes or suffers any similar action in consequence of debt; or becomes insolvent; or if the other Party has reasonable cause to believe that any of these events is likely to occur;

(b) the other Party commits a material breach of any of its obligations towards the terminating Party which breach is irremediable or if such breach is remediable fails to remedy the breach within a period of 14 days after being notified in writing to do so; or

(c) the other Party repeatedly breaches any of its obligations towards the terminating Party in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to live up to its obligations;

(d) the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business;

(e) the Supplier commits a breach of any of its compliance obligations in Clause 10.

14.2 Termination for any reasons shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages which existed at or before the date of termination.

15. GENERAL Variation

15.1 No variation to a written agreement between the Parties including these GTC Purchasing shall be effective unless it is in writing and signed by the Parties.

Assignment and Other Dealings

15.2 Only the specific legal entity of the Nordex Group who has submitted a given Order shall be liable to the Supplier for any obligations related to that Order.

15.3 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under any agreement or Order entered with Nordex without Nordex' prior written consent.

Force Majeure

15.4 Neither Party shall be in breach nor be liable for delay in performing, or failing to perform, any of its obligations towards the other Party if such breach, delay or failure is caused by an unforeseen, extraordinary and serious event not within its control and not caused by its default or error. The Party invoking force majeure shall, notify the other Party hereof without undue delay and in no event later than 3 days after the event has occurred. If the event continues for 10 consecutive days or more hindering performance Nordex may terminate any Order affected.

Severance

15.5 If any of the terms and conditions of the GTC Purchasing; the Order; the Frame Agreement or other agreement between the Parties are found to be invalid, ineffective, or unenforceable, such shall not affect any other term or condition (or the other parts of the term or condition in question) and all terms and conditions or

parts thereof not affected shall remain in full force and effect.

Waiver

15.6 A failure or delay by a Party to exercise any right or remedy provided under the terms of the GTC Purchasing; the Order; the Frame Agreement or other agreement between the Parties or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

Third Party Rights

15.7 Unless it expressly states otherwise, no Agreement between the Parties shall give rise to rights under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

Governing Law and Jurisdiction

15.8 This agreement (including its formation and validity), the Parties' relationship in relation to its subject matter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any dealings between the Parties in respect of its subject matter shall be governed by and construed in accordance:

(a) where the Nordex contracting entity is Futura Foods UK Limited, with the laws of England and Wales; and

(b) where the Nordex contracting entity is any other member of the Nordex Food A/S group, with the laws of Denmark.

The above selection of law shall not include any conflict of law principles.

15.9 Subject to clause 15.8, each Party irrevocably agrees that:

(a) where the Nordex contracting entity is Futura Foods UK Limited, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation; and

(b) where the contracting entity is any other member of the Nordex Food A/S group, the Danish courts with the

Court of Aalborg as first instance shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Nothing in this Clause shall limit the right of any Nordex Party only (including Futura Foods UK Limited) to take proceedings against the Supplier in the Supplier's local courts or in any court where Nordex has been summoned by a third party in a matter related to the Products. Nor shall the taking of proceedings by Nordex in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

16. INTERPRETATION

16.1 The definitions of these GTC Purchasing shall apply to any and all other exchanges between the Parties including any Frame Agreements.

16.2 A reference to "writing" or "written" includes e-mail.