

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY 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 18/2024

Clause 1 – General

- 1.1 These General Terms and Conditions (hereinafter: Conditions) apply to all quotations, orders and/or Agreements between FNGM and Buyers, pertaining to the sale and delivery of goods and/or the provision of services and the performance thereof. Deviations from or amendments to these Conditions must be confirmed by FNGM in writing and apply only to the quotation/order/Agreement in question.
- 1.2 "Buyer" means any legal or natural person to whom FNGM supplies goods and/or services, including the Buyer's representatives, agents, assignees and successors.
- 1.3 "Agreement" means the agreement and/or further or successive agreements between FNGM and the Buyer.
- 1.4 "Consequential Damage" means, inter alia, trading loss, reputational damage, damage due to business interruption, loss owing to stoppage, loss of profit, loss of income, missed savings, the Buyer's loss of use, loss caused by death or injury, costs related to administrative and/or criminal law enforcement by authorities or related to lodging objections to such enforcement, recalls and/or legal assistance.
- 1.5 "Force Majeure" means, inter alia, circumstances that prevent fulfilment of the obligation and which cannot be attributed to FNGM. Circumstances that are in any case considered Force Majeure, regardless of whether these circumstances are or were foreseen at the time when the Agreement was concluded, are: strikes, blockades, import, export and/or transit bans and other (national or international) obstructing government measures, transport problems, non-fulfilment of the obligations by FNGM, if a supplier of FNGM fails to deliver temporarily and/or properly, boycott of FNGM or its suppliers, weather conditions, natural events, natural and/or nuclear disasters, epidemics, pandemics (such as COVID-19), animal diseases, riots, sabotage, fire or other disruptions in FNGM's business, war and threat of war. This listing may not be considered to be exhaustive.
- 1.6 "Set Aside" shall have the Dutch meaning of: "ontbinden".
- 1.7 If FNGM has agreed in writing to the applicability of one or more differing conditions, these Conditions will otherwise remain in full force and effect.
- 1.8 In the event of a conflict between a translation and the Dutch version of these Conditions, the Dutch version prevails.
- 1.9 If any clause of these Conditions were to be deemed invalid, this does not affect the validity of the other clauses.
- 1.10 If any provision in these Conditions is declared invalid 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.
- 1.11 The applicability of general terms and conditions used by the Buyer is expressly rejected.

Clause 2 – Agreements and amendments

- 2.1 FNGM will regard an order placed by the Buyer as an irrevocable offer.
- 2.2 FNGM will be bound towards the Buyer by an order placed with FNGM only if and as soon as FNGM confirms that order in writing within three (3) working days after receipt of the order for delivery, or if FNGM has commenced carrying out that order. FNGM expressly reserves the right to specify the delivery date in said confirmation. For work/deliveries for which no order confirmation is sent due to the nature and/or scope of said work/deliveries, the invoice will also serve as an order confirmation, which will be deemed to reflect the Agreement correctly and in full.
- 2.3 After placing an order, the Buyer must notify FNGM in time and in writing of any amendments the Buyer would like to make; they bind FNGM only if FNGM has confirmed these arrangements/commitments in writing. In the case of orders and/or amendments to the execution thereof provided verbally or by telephone, the Buyer will bear the risk as to whether or not they are executed or correctly executed.
- 2.4 Amendments to an order placed by the Buyer, of whatever nature, which entail higher costs than could have been counted on based on the original quotation provided by FNGM, will be for the Buyer's account. If such amendments result in a reduction of costs, the Buyer cannot derive any right from this with regard to reduction of the purchase price. However, FNGM may, at its discretion, decide that such amendments will result in payment of a lower purchase price.
- 2.5 Amendments made may result in FNGM exceeding the delivery time indicated before the changes. This cannot be invoked to the detriment of FNGM.
- 2.6 The parties accept orders, order confirmations or other correspondence as legally binding correspondence.
- 2.7 When entering into the Agreement, FNGM is entitled to demand security from the Buyer for compliance with all obligations.

Clause 3 – Quotations

- 3.1 All offers and quotations by FNGM are without obligation and valid for a maximum of one (1) week, unless expressly stated otherwise in the quotation. Non-binding offers may be revoked after acceptance by the Buyer until FNGM has expressly agreed to the acceptance of the offer.
- 3.2 Descriptions and prices in quotations are subject to change and are only approximate. The Buyer cannot derive any rights from quotations, including any errors in them.

3.3 FNGM's quotations are given on the basis of data and specifications provided by the Buyer. Quotations are based on production and delivery within normal time frames and under normal conditions.

3.4 All prices are based on Delivered Duty Paid (INCOTERMS 2020), including the relevant taxes and other levies, unless otherwise agreed.

3.5 FNGM is entitled to amend the agreed price if changed market prices and/or price increases by suppliers or other developments, such as changes in raw material, material and labour costs, government measures, exchange rates, taxes, duties, levies, increases in transport rates, surcharges in connection with high or low water or floating ice, increases in storage and transshipment rates, congestion, etc., give cause to do so. FNGM will inform the Buyer of any price increase in writing as soon as possible.

Clause 4 – Packaging

4.1 Unless expressly agreed otherwise in writing, the goods will – if necessary and at FNGM's sole discretion – be in packaging in which the goods are customarily marketed.

4.2 Unless otherwise agreed in writing with the Buyer, FNGM will not take back packaging.

4.3 The Buyer must ascertain that the products it is ordering and/or has ordered and the associated packaging, labelling and other information comply with all regulations imposed on them by law, including current European Union regulations and the destination country regulations. Use of the products and conformity with the provisions is at the Buyer's risk. FNGM is not responsible for any information or labelling on the packaging that contravenes the legal provisions in the country where the products are sold.

Clause 5 – Risk and delivery

5.1 If FNGM specifies a delivery term, this will only be an approximation and not a guarantee.

5.2 FNGM is not in default by merely exceeding the delivery term. If a delay occurs for any reason, the delivery time will be extended for the duration of the delay.

5.3 Unless otherwise agreed in writing – e.g. in FNGM's order confirmation – and notwithstanding the provisions of Clause 7 of these Conditions, goods will be delivered Ex Works (INCOTERMS 2020) to the Buyer. From the moment of delivery, the goods are for the Buyer's account and risk.

5.4 The Buyer is obliged to take delivery of the goods on the announced day. If this obligation is not fulfilled, FNGM will store the goods (or have them stored) in its warehouse or elsewhere. The costs associated with such storage will be borne by the Buyer.

5.5 FNGM is entitled to deliver goods in parts. Any partial delivery, including delivery of goods of a composite order, may be invoiced separately. In such a case, payment must be made in accordance with the provisions of Clause 6 of these Conditions.

Clause 6 – Payment

6.1 Payment by the Buyer must be made within 21 days of the invoice date by transfer of the amount due to the bank account stated on the invoice, unless otherwise agreed in writing and confirmed in the order confirmation as stated in Clause 2.2.

6.2 Under no circumstances is the Buyer entitled to any discount and/or settlement and/or suspension.

6.3 If the Buyer fails to fulfil its payment obligation pursuant to Clause 6.1 of these Conditions, FNGM will be entitled to Set Aside or suspend the Agreement with the Buyer in full or in part. In case of Setting Aside or suspension under this provision, the Buyer will be fully liable for the loss and damage suffered and to be suffered by FNGM. Furthermore, without prejudice to FNGM's other rights, the Buyer will owe the statutory commercial interest on a monthly basis pursuant to Article 6:119a of the Dutch Civil Code on the invoice amount (or on the part still due), from the day the payment term was exceeded until the time of full payment of the invoice amount. FNGM will then be entitled to demand immediate payment of all unpaid invoices and to suspend further deliveries until the entire invoice amount has been paid or sufficient security has been provided for it.

6.4 All judicial and extrajudicial collection costs incurred by FNGM as a result of the Buyer's failure to fulfil any payment obligations will be borne by the Buyer.

6.5 Payments made by the Buyer will always first serve to settle all costs and interest due and then to settle the oldest invoice due, even if the Buyer states that the payment relates to a later invoice.

Clause 7 – Retention of title

7.1 All goods delivered and to be delivered remain the exclusive property of FNGM until all claims FNGM has or will acquire against the Buyer have been paid in full.

7.2 As long as ownership of the goods has not passed to the Buyer, the Buyer may not pledge the goods or grant third parties any other right to them, except within the normal course of the Buyer's business. The Buyer undertakes to cooperate, at FNGM's first request, in the establishment of a pledge on the claims that the Buyer obtains or will obtain against its buyers by virtue of the resale of goods.

7.3 The Buyer is obliged to store the goods delivered under retention of title with due care and as the recognisable property of FNGM.

7.4 FNGM is entitled to take back the goods delivered under retention of title and still with the Buyer if the Buyer is in default of any payment obligations or is having or runs the risk of having payment difficulties. The Buyer will grant FNGM free access to its premises and/or buildings at all times to allow FNGM to inspect the goods and/or to exercise its rights.

7.5 In the event of resale by the Buyer of goods that have not, or not yet, been paid for in full or in part, the Buyer will assign to FNGM, now for then, the claims against its buyer (the second buyer) arising from this resale. The

Buyer must provide FNGM with the relevant details upon first request, so that FNGM can collect the amount due directly from the second buyer. The amount paid by the second buyer to FNGM will be deducted from the total amount the Buyer owes FNGM. In case of resale, the Buyer must also invoke the same retention of title as mentioned in this provision.

7.6 If the Agreement is Set Aside by FNGM and/or the Buyer and the goods are still subject to a retention of title, the Buyer must immediately make these goods available to FNGM. The Buyer is not entitled to offset its claims against this or to suspend its obligations to make the goods available on that basis.

Clause 8 – The Buyer's obligations

8.1 The Buyer must ensure that FNGM has timely access to all data and relevant specifications required for the performance of the Agreement and applicable to the Agreement in question.

8.2 If the start or progress of the performance of the Agreement is delayed due to factors attributable to the Buyer, the resulting loss, damage and costs for FNGM will be borne by the Buyer.

Clause 9 – Claims/weights, transport documents and other documents

9.1 The Buyer is obliged to check thoroughly, immediately on receipt of the delivered goods, whether the goods and documents comply with the Agreement.

9.2 If, in the opinion of the Buyer, the goods or documents delivered do not comply with the Agreement, the Buyer must report this immediately upon receipt. The Buyer must report claims relating to fresh/refrigerated goods to FNGM within 24 hours of delivery. The Buyer must report claims relating to frozen goods to FNGM within 72 hours of delivery. The Buyer must report any claims to FNGM by e-mail. Where the ground for the objection could not reasonably have been discovered upon receipt of the goods and/or is not related to the conformity of the delivered goods, a period of ten (10) days from the invoice date will apply.

9.3 After the expiry of the deadlines mentioned in Clause 9.2, the Buyer will no longer be able to rely on the non-compliance of the delivered goods and/or documents with the Agreement.

9.4 If, with due observance of the provisions of Clauses 9.1 and 9.2, FNGM finds the objection to be well-founded, FNGM is only obliged to replace, free of charge, the goods to which the objection relates or to compensate the Buyer, at FNGM's discretion. Apart from that, FNGM is not obliged to pay any compensation for damage, losses and/or costs.

9.5 FNGM is entitled to deliver 10% more or less weight than agreed.

9.6 FNGM is entitled to charge the Buyer for the weight on unloading from the country of origin or the unloaded weight determined by sworn weighers, less original tare.

9.7 Should the Buyer have already started processing the delivered goods or have resold them, it loses all rights to compensation.

9.8 Claiming does not release the Buyer from its payment obligations towards FNGM.

9.9 FNGM's copy of the transport document signed as received by the carrier without comments serves as full proof of shipment of the quantities stated on the transport document, as well as the external good condition of the goods.

9.10 All certificates issued in the country of origin (including any veterinary certificates), which usually apply to importers as conclusive proof of quality and/or condition, also apply to the Buyer as conclusive proof of quality and/or condition.

Clause 10 – Return of delivered goods

10.1 Goods sent by FNGM to the Buyer may be returned to FNGM only with FNGM's written consent and under conditions to be set by FNGM.

10.2 Costs of returning the goods sent by FNGM to the Buyer will be at the Buyer's expense, with the exception of costs for returning goods that FNGM has established have defects falling under the guarantee or for which FNGM is liable.

Clause 11 – Guarantee

11.1 FNGM will remove the defects falling under the guarantee by replacing the defective goods or by crediting the purchase price of the relevant goods, at FNGM's discretion.

11.2 FNGM is not bound to fulfil any guarantee obligation if, at the time the Buyer invokes the guarantee, the Buyer has failed to fulfil any obligation towards FNGM fully, properly or on time.

11.3 Any guarantee lapses if the goods have been treated or maintained in a careless or injudicious manner.

11.4 Any right to the guarantee lapses:

- if the Buyer has delivered the goods to a third party;
- when the primary packaging of the delivered goods is opened;
- in the event of any form of processing of the goods delivered to the Buyer.

Clause 12 – Liability

12.1 FNGM's liability is limited to fulfilment of the guarantee obligations described in Clause 11 of these Conditions. Any further or other liability for incorrect fulfilment or other shortcomings of FNGM or for Consequential Damage or other loss or damage to the Buyer or third parties, of whatever nature (except in case of intent or wilful recklessness on the part of FNGM's management), is explicitly excluded. FNGM's liability is at all times limited to €25,000.

12.2 The Buyer is obliged to indemnify FNGM and hold FNGM harmless against any and all claims against FNGM by third parties engaged by the Buyer for compensation in connection with the performance of the Agreement, unless there is intent or wilful recklessness on the part of FNGM's management. Furthermore, the Buyer is obliged to indemnify FNGM and hold FNGM harmless against any and all claims by third parties engaged by the Buyer related to or arising from the Buyer's use of the goods delivered or services provided by FNGM.

12.3 Any employees of FNGM held liable may invoke the provisions of this Clause as if they were parties to the Agreement between FNGM and the Buyer.

Clause 13 – Intellectual and industrial property rights

13.1 FNGM reserves all intellectual and industrial property rights in respect of quotations it has issued, as well as in respect of the software, descriptions, models, drawings and the like it has produced or provided, as well as in respect of the information embedded in or underlying all this.

13.2 The Buyer warrants that the items referred to in Clause 13.1, unless necessary for the performance of the Agreement, will not be reproduced, made public, stored or used in any way other than with FNGM's written consent.

13.3 Any signs, logos, labels and the like, whether or not protected by intellectual or industrial property rights, which are located on or in the goods delivered by FNGM, may not be altered, removed from the goods, imitated or used for other goods by the Buyer other than with FNGM's consent. The Buyer is obliged to impose this clause as a third-party clause on its buyer.

Clause 14 – Security

14.1 If FNGM has reason to suspect that the Buyer will not be able to fulfil its obligations under the Agreement, at FNGM's first request the Buyer will be obliged to provide adequate security for the complete fulfilment of all its obligations in respect of agreements performed or still to be performed in full or in part by FNGM, in a manner to be indicated by FNGM.

Clause 15 – Suspension, Setting Aside and Force Majeure

15.1 If the Buyer fails to fulfil any obligation arising from the Agreement or these Conditions or fails to do so properly or on time, as well as in case of an application for suspension of payment, granted provisional or definitive suspension of payment, bankruptcy application, filing or claim, bankruptcy, liquidation or discontinuation of all or part of the Buyer's business, FNGM is entitled, without prejudice to its other rights and without any obligation to pay compensation, without notice of default or judicial intervention:

- to suspend the performance of the Agreement until payment of any and all amounts that the Buyer owes FNGM has been sufficiently secured; and/or
- to suspend all its own payment obligations, if any; and/or
- to Set Aside any Agreement with the Buyer in full or in part;

all this without prejudice to the Buyer's obligation to pay for goods already delivered and/or services already provided and without prejudice to FNGM's other rights, including any right to compensation.

15.2 In the event FNGM Sets Aside the Agreement, FNGM is entitled to compensation, at its discretion, for:

- a) the negative difference, if any, between the contract price and the market value of the goods in question on the day of non-performance; or
- b) the difference between the contract price and the substitute transaction price, all this without prejudice to FNGM's right to additional or alternative compensation.

15.3 FNGM is entitled to set off claims against the Buyer against debts to the Buyer, even if the claims and/or debts are not yet due and payable or open for immediate settlement.

15.4 In the event that FNGM is prevented from performing the Agreement due to Force Majeure, FNGM will be entitled to suspend the performance of the Agreement or to Set Aside the Agreement in full or in part without judicial intervention, without being liable to pay any compensation.

Clause 16 – Engagement of third parties

16.1 FNGM is entitled to engage third parties in the performance of an Agreement on behalf of and for the account of the Buyer if, in FNGM's opinion, there is reason to do so or this results from the Agreement. The associated costs will be passed on to the Buyer in accordance with the quotation provided by FNGM.

16.2 The Buyer guarantees the quality of the goods and services of the third parties engaged by the Buyer.

Clause 17 – Transfer of rights and obligations

17.1 The Buyer may not assign its rights and/or obligations arising from any Agreement with FNGM to third parties or allow them to serve as security in respect of third-party claims without FNGM's prior written consent.

Clause 18 – Sanctions, export restrictions and anti-corruption

18.1 The Buyer warrants compliance with all applicable sanctions and restrictions laid down in and resulting from all applicable sanction and export control regulations (including but not limited to those of the Netherlands and/or the United States and/or the European Union and/or the United Kingdom and/or the United Nations) in force at the formation of the Agreement and during its performance.

18.2 FNGM is entitled to Set Aside the Agreement immediately if it knows or reasonably suspects that:

- a) the goods are directly or indirectly intended for sanctioned parties, countries or industries;

- b) sanctioned parties are directly or indirectly involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts about this, as a result of which they do not authorise and/or execute the financial transaction;
- c) there is any other sort of circumvention of the objectives of the applicable sanctions and export regulations.

18.3 The Buyer warrants compliance with all relevant and/or applicable anti-corruption laws – including but not limited to the laws of the Netherlands, the European Union, the United States of America, the United Kingdom and any other country relevant to the performance of the Agreement – in all of its activities related to the performance of the Agreement.

18.4 FNGM is entitled to Set Aside the Agreement immediately if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer are in breach of the regulations mentioned in Clause 18.3.

Clause 19 – Recall

19.1 The Buyer must cooperate fully in any required actions – whether or not imposed by the competent authorities and/or by applicable legislation – such as a recall or recovery action, spot checks and/or information requests (including informing the Buyer's customers) if this is reasonably necessary for complying with and monitoring the product safety of the goods delivered by FNGM. The Buyer must ensure that its business operations are organised in such a way that traceability data and any necessary (re)sampling of the delivered goods can be carried out without delay.

Clause 20 – Limitation

20.1 All claims against FNGM lapse one (1) year from the date of the Agreement.

Clause 21 – Applicable law, competent court

21.1 The Agreement and these Conditions, as well as all other legal relationships between FNGM and the Buyer, 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 additionally applicable Dutch law.

21.2. All disputes arising out of or in connection with these Conditions or the Agreement(s) between FNGM and the Buyer will be settled exclusively by (i) the District Court in Rotterdam, the Netherlands, if the Buyer has its registered office in the European Economic Area ("EEA"), or (ii) where the Buyer is established outside the EEA, by means of UNUM Arbitration (<https://unum.world/>) in Rotterdam, the Netherlands, subject to the applicability of the 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 Buyer is established.

Clause 22 – Verlängerter Eigentumsvorbehalt (gilt nur für Käufer mit Sitz in Deutschland)(*Extended retention of title (applies only to a Buyer established in Germany)*)

22.1 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns. Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten - unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren entspricht. Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen. Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.