

ESS-FOOD A/S GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL TERMS

- 1.1 These General Terms and Conditions of Purchase ("**Terms**") apply to the orders placed and purchases made by ESS-FOOD A/S, company registration no. 73599318 ("**ESS-FOOD**") of raw materials, ingredients, finished products and other goods and/or services (collectively "**Goods**") from an approved supplier ("**Supplier**").
- 1.2 These Terms shall apply to the exclusion of the Supplier's deviating, conflicting or additional standard terms and conditions of sales which the Supplier may include in any sales offer, acceptance of offer of purchase, confirmation of order, notice or other document or communication.
- 1.3 Any deviation from and/or addition to these Terms must be agreed in writing between ESS-FOOD and the Supplier.

2. FORMATION OF AN AGREEMENT

- 2.1 ESS-FOOD agrees to purchase, and the Supplier agrees to supply such Goods as are set out in a purchase order placed by ESS-FOOD and accepted by the Supplier ("**Agreement**"). A purchase order will be deemed accepted by the Supplier once the Supplier confirms the order or delivers the Goods. An Agreement will be performed on the basis of the purchase order and these Terms.
- 2.2 If the Supplier does not accept the purchase order placed by ESS-FOOD within two (2) working days, ESS-FOOD will consider the purchase order accepted by the Supplier in full and on the terms stipulated therein, including delivery time and price.

3. DELIVERY, PASSING OF RISK AND COSTS

- 3.1 The risk of loss of and/or damage to the Goods shall pass to ESS-FOOD upon delivery in accordance with the agreed INCOTERMS clause. The interpretation of the delivery term shall be in accordance with the then current edition of INCOTERMS at the time when the Agreement is performed. If no INCOTERMS clause has been agreed delivery shall be according to DDP (INCOTERMS), named delivery address.
- 3.2 The time of delivery is set out in the Agreement and means the time when the Goods must be delivered at the point of delivery. Time of delivery is of essence.
- 3.3 The ordered quantity of the Goods must be strictly observed. Partial delivery is subject to prior written consent from ESS-FOOD. If the Supplier has not obtained such consent, ESS-FOOD may reject the delivery in its entirety

and cancel the Agreement.

- 3.4 The Supplier must inform ESS-FOOD immediately of any actual or suspected delay. If the time of delivery is not met, ESS-FOOD may, at its discretion, cancel the Agreement. A cancellation will exempt ESS-FOOD from any obligation to pay any consideration, compensation, or damages to the Supplier as a result of the cancellation.

- 3.5 The Supplier is liable and shall indemnify ESS-FOOD for any damages, losses, costs, expenses, or penalties suffered or incurred by ESS-FOOD due to the late delivery of the Goods.

4. PASSING OF TITLE AND OWNERSHIP

- 4.1 Legal title to and ownership of the Goods will transfer to ESS-FOOD upon delivery of the Products.

5. PRICES AND TERMS OF PAYMENT

- 5.1 The purchase price payable by ESS-FOOD is set out in the Agreement without any supplements or charges.
- 5.2 The price for the Goods excludes amounts in respect of value added tax (VAT), if applicable, but shall include all other costs and charges directly or indirectly incurred by the Supplier for the delivery of the Goods.
- 5.3 The Supplier may invoice ESS-FOOD only after the completion of delivery of the Goods.
- 5.4 Terms of payment will be as set out in the Agreement. If no payment terms have been agreed, ESS-FOOD will pay for the Goods no later than 60 days from date of invoice, or at earlier if required by applicable mandatory law.
- 5.5 ESS-FOOD shall be entitled to retain or set-off any payment against any actual or potential claim against the Supplier.

6. QUALITY OF THE GOODS

- 6.1 The Supplier warrants that the Goods upon delivery will (i) conform to the product specifications set out in the Agreement; (ii) be of general, good merchantability and fit for the purpose intended; (iii) be fit for human consumption and satisfy any applicable health food and safety regulations; (iv) comply with and be processed under compliance with the applicable industry norms and standards; (v) comply strictly with ESS-FOOD's requirements, including minimum shelf life, and (vi) be free from any defects and errors in workmanship.
- 6.2 Despite the agreed INCOTERMS in the purchase order or in these terms, and despite transfer of risk, the Supplier warrants that the Supplier holds and during transportation continuous to hold any applicable authorisations, including but not limited to

import certificates, export certificates, health certificates and food certificates to ensure that the Goods can enter into the end jurisdiction.

7. DEFECTS

- 7.1 ESS-FOOD is under no obligation to inspect the Goods on delivery. The Supplier understands and acknowledges that Goods sold and delivered to ESS-FOOD will be resold by ESS-FOOD to third party and that it will not be practicable possible for ESS-FOOD to perform a physical inspection of the Goods on delivery. Consequently, any written notice of a defect received by ESS-FOOD from its end-customer shall be considered timely notice to the Supplier provided ESS-FOOD has forwarded the complaint to the Supplier no later than 14 business days from date of receipt.
- 7.2 If the Goods delivered to ESS-FOOD do not comply fully with the Agreement and these Terms, ESS-FOOD may exercise any one or more of the following remedies, without prejudice to any other rights or remedies available under the applicable law:
- a) reject the Goods in whole or in part and claim repayment of the purchase price paid;
 - b) reject the Goods and require the Supplier to replace the Goods at no costs to ESS-FOOD;
 - c) carry out replacement purchases and claim the full cost of repurchase from the Supplier;
 - d) terminate the purchase order, and -if applicable- any pending purchase orders made under the Agreement; and
 - e) claim indemnification for any costs, losses, damages, and expenses suffered or incurred by ESS-FOOD.

8. PRODUCT LIABILITY

- 8.1 The Supplier shall keep ESS-FOOD indemnified from and against all liabilities, costs, expenses, damages, contractual penalties, and losses suffered or incurred by ESS-FOOD because of any product liability damage caused by the Goods.
- 8.2 The Supplier shall not voluntarily initiate any recall of the Goods without prior written consent of ESS-FOOD.
- 8.3 In the event of an actual or threatened product recall due a defect in the Goods then the Supplier shall provide all necessary assistance to ESS-FOOD. The Supplier shall immediately notify ESS-FOOD about an actual or threatened product recall and shall not publish information about an actual or planned recall of the Goods, unless this

is done in accordance with applicable, mandatory legislation, or as instructed by ESS-FOOD.

- 8.4 ESS-FOOD shall not incur liability to the Buyer for any delay in or non-performance of its contractual obligations caused by any event or circumstance beyond its reasonable control including, without limitation, acts of god, war, riot, civil commotion, malicious damage, compliance with any law, governmental or quasi-governmental order, regulation, direction or any overriding emergency procedures, accident, fire, flood, storm, and strikes or any industrial action or an outbreak of epidemic and pandemic (for humans and/or animals) ("**Force Majeure**") that it could not reasonable have foreseen at the time of conclusion of the Agreement and that it could not reasonably have overcome or avoided.

9. DATA PROTECTION

- 9.1 The Supplier shall comply with all applicable data protection laws, including but not limited to, the General Data Protection Regulation 2016/679. Both the Supplier and ESS-FOOD shall be deemed to be a Data Controller under the General Data Protection Regulation 2016/679.

10. ANTI-BRIBERY AND CORRUPTION

- 10.1 The Supplier shall not, directly or indirectly, on behalf of ESS-FOOD, offer, promise or grant, nor have a third-party offer, promise or grant, through its employees, management executives, or third parties, any benefits, gifts or other advantages to employees or management executives of any public or private person or entity; and undertakes to take all necessary measures to avoid corruption and bribery; and shall enact and maintain policies and procedures designed to ensure and maintain continued compliance with the Foreign Corrupt Practices Act, UK Bribery Act 2020, and any similar laws, rules and regulations relation to anti-bribery and corruption.

11. LAW AND VENUE

- 11.1 The purchase of the Goods shall be governed by Danish law, without regard to its conflict of law rules.
- 11.2 Any dispute arising out of or in connection with the application of these Terms and/or the supply of Goods to ESS-FOOD shall be finally settled by the competent courts of Denmark.
- 11.3 Notwithstanding clause 11.2 ESS-FOOD is entitled, at its sole discretion, to bring any dispute with the Supplier before the competent courts in the country where the Supplier has its registered office.