TERMS AND CONDITIONS OF PURCHASE OF ROYAL FASSIN BV:

ARTICLE 1. DEFINITIONS:

In these Terms and Conditions of Purchase, the following terms have the meanings set out below:

- **Royal Fassin BV**: the private limited company applying these Terms and Conditions of Purchase, together with any affiliated companies that refer to these Terms and Conditions of Purchase;
- **Supplier**: the other party supplying or offering to supply Goods and/or Services to Royal Fassin BV;
- **Parties**: Royal Fassin BV and the Supplier collectively;
- **Goods**: all items to be supplied by the Supplier, including raw materials, semi-finished products, film, primary packaging materials and other packaging materials;
- **Services**: all work to be performed by the Supplier;
- **Agreement**: any agreement between the Parties for the supply of Goods and/or Services, including any Orders placed under that agreement;
- **Order**: any instruction issued by Royal Fassin BV to the Supplier to supply Goods and/or Services;
- **Customer**: any customer of Royal Fassin BV for whose benefit, or under whose brand, products manufactured using the Goods are produced or marketed, including retailers and their private-label brands and distribution brands;
- **Specifications**: the requirements agreed between the Parties that the Goods and/or Services must meet.

ARTICLE 2. APPLICABILITY AND ORDER OF PRECEDENCE:

2.1 These Terms and Conditions of Purchase apply to all quotations, Orders, Agreements, deliveries of Goods and provision of Services by the Supplier to Royal Fassin BV, as well as to all legal relationships arising out of or in connection with any of the foregoing.

2.2 The applicability of any general terms and conditions of the Supplier, by whatever name, is expressly excluded. Any reference by the Supplier to its own terms and conditions, at any time and in any form, will be ineffective and will not constitute acceptance of those terms and conditions by Royal Fassin BV, even if Royal Fassin BV does not expressly reject them in the circumstances concerned.

2.3 Any deviation from or addition to these Terms and Conditions of Purchase will be valid only if confirmed by Royal Fassin BV in writing. Any such deviation or addition will apply solely to the specific case for which it was agreed.

2.4 In the event of any conflict between the Agreement, any quality agreement, the Specifications and these Terms and Conditions of Purchase, the following order of precedence will apply: (i) the Agreement; (ii) the quality agreement; (iii) the Specifications; and (iv) these Terms and Conditions of Purchase.

ARTICLE 3. QUOTATIONS AND ORDERS:

3.1 Quotations issued by the Supplier remain binding for the period specified therein or, if no period is specified, for thirty (30) days.

3.2 Orders shall be placed in writing and will become binding on Royal Fassin BV only upon written confirmation by Royal Fassin BV or upon commencement of performance of the relevant Order.

3.3 The agreed delivery dates will be binding unless otherwise agreed in writing. Where a delivery period is specified, that period will commence on the date of the relevant Order.

ARTICLE 4. PRICES AND PAYMENT:

4.1 The price specified in the Order is fixed and binding and, unless otherwise agreed in writing, is denominated in euros and exclusive of value added tax (VAT).

4.2 Unless otherwise agreed in writing, the prices include appropriate packaging and are based on delivery DDP ('s-Heerenberg, the Netherlands), in accordance with Incoterms® 2020, published by the International Chamber of Commerce (ICC). If no specific Incoterms have been agreed in writing, delivery will be made on a DDP basis at the location designated by Royal Fassin BV.

4.3 All invoices shall state the relevant Order number and Royal Fassin BV's item number. The Supplier will be liable for any consequences arising from the omission or incorrect statement of either number.

4.4 Payment and discount periods commence on the date on which Royal Fassin BV receives a correct and approved invoice, but in no event before the date on which the Goods have been delivered in full and their delivery has been approved by Royal Fassin BV. Unless otherwise agreed in writing, a payment term of sixty (60) days will apply, or any shorter period as prescribed by mandatory applicable law.

ARTICLE 5. DELIVERY, TRANSPORT, RISK AND TITLE:

5.1 Delivery shall take place on the agreed date, at the agreed location and during Royal Fassin BV's standard hours for receiving goods. The Supplier shall confirm the Order and the agreed delivery date to Royal Fassin BV's procurement department in good time.

5.2 Delivery will be deemed to have taken place on arrival of the Goods at the location designated by Royal Fassin BV and completion of unloading. The risk of and title to the Goods will pass to Royal Fassin BV upon delivery.

5.3 If Royal Fassin BV rejects the Goods within five (5) working days of delivery on the grounds of defects or non-conformity, the Goods will be deemed not to have been delivered, and their risk and title will remain with the Supplier. In the case of defects or non-conformities that, by their nature, can reasonably be identified only during processing or production, the five-working-day period will commence on the date on which the defect or non-conformity is discovered. In the event of rejection, the Supplier shall take back the Goods on first request, at its own expense and risk.

5.4 The return of packaging materials or pallets requires a separate agreement.

5.5 The agreed delivery periods and delivery dates constitute strict deadlines. If the Supplier fails to meet any such deadline, the Supplier will be in default without any further notice of default being required. In the event of such default, Royal Fassin BV will be entitled, at its own discretion, to:

a) cancel or terminate the relevant Order or Agreement, in whole or in part, without charge and without any obligation to compensate the Supplier; and/or

b) claim compensation for the direct losses suffered and additional costs incurred by Royal Fassin BV as a result of the delay, including the costs of rearranging or rescheduling production lines. Royal Fassin BV shall substantiate such losses and costs in writing to the Supplier.

5.6 Without prejudice to the provisions of Article 5.5, if the Supplier fails to meet a strict deadline, the Supplier will forfeit an immediately due and payable penalty equal to 0.25% of the value of the relevant Order for each working day during which the delay continues, up to a maximum of 10% of the value of the relevant Order. Payment of the penalty does not affect Royal Fassin BV's right to demand performance and to claim compensation to the extent that such compensation exceeds the amount of the penalty.

5.7 If the Supplier is in default, Royal Fassin BV will be entitled to procure the relevant Goods or equivalent replacement Goods from a third party. The difference between the agreed price and the price paid for the

replacement Goods, together with any associated costs, will be paid by the Supplier, without prejudice to any other rights of Royal Fassin BV.

5.8 The Goods are delivered free from any retention of title, pledges, and other restricted rights or third-party claims. Any retention of title or other restricted right asserted by the Supplier is expressly rejected and will not apply between the Parties. The Supplier shall indemnify and hold Royal Fassin BV harmless against any third-party claims relating to title to the Goods.

5.9 Neither the expiry of the period referred to in Article 5.3 nor any inspection or approval by Royal Fassin BV will result in the loss of any rights in respect of defects that become apparent at a later date. Royal Fassin BV will be deemed to have notified the Supplier of a defect in good time if it notifies the Supplier within thirty (30) days after discovering the defect. In all other respects, the Supplier will not be entitled to rely on Book 6, article 89 and Book 7, article 23 of the Dutch Civil Code.

ARTICLE 6. QUALITY, FOOD SAFETY AND MODIFICATIONS:

6.1 The Goods shall meet the agreed Specifications, comply with all applicable European Union and national laws and regulations and meet all applicable food safety and product integrity standards, including HACCP and, where applicable, BRCGS, IFS and ISO 22000/FSSC 22000.

6.2 The Supplier warrants that the Goods meet the Specifications, the agreed quality standards, and all applicable statutory requirements. The Supplier shall hold valid certification recognised by the Global Food Safety Initiative (GFSI), such as FSSC 22000, BRCGS or IFS, as applicable to the production of the Goods supplied, including raw materials and primary packaging materials, and shall ensure that any co-packers it engages hold the relevant certification.

6.3 The Supplier shall provide an up-to-date, product-specific Certificate of Analysis (COA) with each delivery of raw materials.

6.4 The Supplier shall provide accurate information regarding shelf life, allergens, and labelling. Where applicable, the Supplier shall provide an up-to-date Safety Data Sheet (SDS) each year, prepared in accordance with applicable laws and regulations.

6.5 Royal Fassin BV also manufactures products for its Customers under their respective brands, including private-label brands and distribution brands. The Supplier shall meet any requirements imposed by such Customers concerning specifications, quality, food safety, labelling and corporate social responsibility, provided that Royal Fassin BV has communicated those requirements to the Supplier.

6.6 Royal Fassin BV reserves the right to reject any Goods that do not meet the Specifications.

6.7 The Supplier shall notify Royal Fassin BV in writing, without undue delay and in any event within twenty-four (24) hours of becoming aware of any circumstances that may affect:

- product quality;
- food safety;
- continuity of supply or compliance with agreed delivery times;
- raw material availability;
- certifications;
- applicable laws and regulations;
- actual or potential product recalls;
- physical, chemical or microbiological contamination;
- cybersecurity incidents that may affect deliveries or the exchange of data.

The Supplier shall provide an impact assessment, details of the corrective measures to be taken, and a recovery plan. Failure to provide notification within the prescribed period will constitute an attributable breach of the Agreement by the Supplier.

6.8 The Supplier shall notify Royal Fassin BV in writing and in advance of any proposed changes to, including but not limited to, product specifications, formulations, raw materials or their origin, production processes, production sites, packaging materials, labelling, certifications, transport methods, or any subcontractors or co-packers engaged. No such changes will be implemented without Royal Fassin BV's prior written approval.

ARTICLE 7. RECALL AND TRACEABILITY:

7.1 The Supplier shall maintain an adequate and demonstrably effective traceability system that enables all supplied raw materials, film and packaging materials to be traced both forwards and backwards through the supply chain within four (4) hours. The Supplier shall provide full cooperation free of charge and supply all necessary documentation without delay, including Certificates of Analysis (COAs) and production and traceability records.

7.2 In the event of an actual or a potential recall, suspension, contamination, quality deviation or other food safety incident at the Supplier's premises or the premises of any of its subcontractors, the Supplier shall notify Royal Fassin BV immediately upon becoming aware of the incident, both in writing and by telephone.

ARTICLE 8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

8.1 All recipes, drawings, models, calculations, know-how and documents that Royal Fassin BV provides or makes available to the Supplier remain the property of Royal Fassin BV and may be used solely for the performance of the Agreement.

8.2 The Parties shall make written agreements, in advance and on a project-by-project basis, on the ownership and use of intellectual property rights in any results, products, formulations and know-how developed on behalf of or in collaboration with Royal Fassin BV. Unless otherwise agreed in writing, the Supplier hereby grants Royal Fassin BV an exclusive, perpetual, irrevocable, worldwide and royalty-free licence to use those results, products, formulations and know-how in the course of its business, including the manufacture and sale of products to its Customers, with the right to grant sublicences to its affiliated companies and third parties engaged by it. To the extent permitted by applicable law, the Supplier will not assert its moral rights against Royal Fassin BV.

8.3 The Supplier shall observe the confidentiality of all information concerning Royal Fassin BV that comes to its attention in connection with the Agreement. Without the prior written consent of Royal Fassin BV, the Supplier will not disclose such information to any third party or use it for any purpose other than the performance of the Agreement. This obligation will remain in force throughout the term of the Agreement and for a period of five (5) years after its termination.

8.4 Upon termination of the Agreement, or at any earlier time at Royal Fassin BV's request, the Supplier shall return or destroy all confidential information and all copies made thereof.

8.5 In the event of a breach of any provision of this Article, the Supplier will forfeit an immediately due and payable penalty of €25,000 for each breach, plus €1,000 for each day during which the breach continues, without prejudice to Royal Fassin BV's right to demand performance and claim full compensation for any losses suffered.

ARTICLE 9. WARRANTY, LIABILITY, INSURANCE AND INDEMNITY:

9.1 The Supplier warrants that the Goods are free from defects, conform to the Agreement and the Specifications, and are suitable for their intended purpose.

9.2 The Supplier will be liable for all direct and indirect losses suffered by Royal Fassin BV or its Customers as a result of non-conformity, defects in the Goods, or physical, chemical or microbiological contamination.

9.3 If any defect or safety risk associated with the Goods results in a recall, withdrawal, suspension or destruction of the Goods, whether or not ordered by a competent regulatory authority, the Supplier will bear all resulting costs and losses in full. These costs and losses include the costs of destruction, additional laboratory analyses, production stoppages at Royal Fassin BV, claims by Customers, and demonstrable reputational damage.

9.4 The Supplier shall indemnify and hold Royal Fassin BV harmless against all third-party claims, including claims brought by Customers, consumers and authorities, arising from defective Goods or any breach or failure attributable to the Supplier. The Supplier shall also reimburse Royal Fassin BV for all reasonable costs incurred in defending such claims.

9.5 The Supplier shall maintain adequate liability insurance, including product liability and product recall cover, throughout the term of the Agreement. The Supplier shall provide evidence of such insurance immediately on Royal Fassin BV's request.

9.6 Notwithstanding the other provisions of this Article, the Supplier's liability for indirect losses arising from any single incident will be limited to (i) twice the remuneration paid by Royal Fassin BV to the Supplier during the twelve (12) months preceding the incident and (ii) €2,500,000, whichever is higher. This limitation does not apply to liability arising from recalls and product recalls, product liability, death or bodily injury, infringement of intellectual property rights, breach of confidentiality, or wilful misconduct or gross negligence on the part of the Supplier or its management. In such cases, the Supplier's liability will be unlimited.

ARTICLE 10. COMPLIANCE AND CORPORATE SOCIAL RESPONSIBILITY:

10.1 The Supplier shall conduct its business in accordance with the principles of corporate social responsibility, including those set out in ISO 26000. The Supplier shall also comply with all applicable national and international laws and regulations, including those relating to sanctions, export controls, anti-corruption, human rights, working conditions, environmental protection, and trade restrictions.

10.2 The Supplier shall ensure that all third parties engaged by it, including co-packers and other subcontractors, comply with the obligations set out in this Article. At Royal Fassin BV's request, the Supplier will demonstrate its compliance with these obligations. Royal Fassin BV will be entitled to verify such compliance itself or through a third party acting on its behalf.

10.3 The Supplier shall immediately notify Royal Fassin BV of any actual or potential breach of the provisions of this Article.

10.4 In the event of non-compliance with the provisions of this Article, Royal Fassin BV will be entitled to take appropriate measures, including suspending or terminating the Agreement, without prejudice to its right to claim compensation for any losses suffered.

10.5 The Supplier shall exercise appropriate due diligence with respect to human rights, working conditions and environmental matters throughout its value chain and shall ensure that its subcontractors and co-packers do likewise. This obligation applies regardless of whether or when specific legislation, including the OECD Guidelines for Multinational Enterprises, the Corporate Sustainability Due Diligence Directive (CSDDD) or the

Corporate Sustainability Reporting Directive (CSRD), applies to the Supplier or Royal Fassin BV. These instruments are referred to solely as illustrative examples of the standards to be applied.

10.6 To the extent that the obligations under Regulation (EU) 2023/1115 on deforestation-free products (EUDR), as amended, apply or become applicable to the Goods, including in relation to palm oil and palm fat, soy and cocoa, the Supplier warrants that the relevant raw materials and products are deforestation-free, have been produced in accordance with the applicable legislation of the country of production, and comply with all applicable due diligence requirements. The Supplier shall provide Royal Fassin BV with all information and documentation necessary to demonstrate such compliance in good time and, in any event, no later than upon delivery. Such information and documentation shall include the reference numbers of the relevant due diligence statements and, upon request, the underlying data, such as the geolocation coordinates of the plots of land where the relevant commodities were produced. The Supplier shall provide all reasonable assistance required by Royal Fassin BV for fulfilment of its own obligations under the EUDR. The Supplier shall indemnify and hold Royal Fassin BV harmless against all losses, costs and penalties arising from the Supplier's failure to comply with this paragraph.

ARTICLE 11. SET-OFF, SUSPENSION AND RETENTION:

11.1 Royal Fassin BV will be entitled to exercise its rights of set-off, suspension and retention to the extent permitted by applicable law.

11.2 The Supplier will not be entitled to suspend performance of its obligations or to set off any claim against a claim of Royal Fassin BV.

ARTICLE 12. TERM, TERMINATION AND DISSOLUTION:

12.1 Without prejudice to its other rights under these Terms and Conditions of Purchase, Royal Fassin BV will be entitled to terminate or dissolve the Agreement, in whole or in part, with immediate effect and without judicial intervention, and any claims against the Supplier will become immediately due and payable if:

a) the Supplier fails to fulfil any of its obligations and, where fulfilment remains possible, fails to remedy the failure within a reasonable period after having been given notice of default;

b) the Supplier is granted or applies for a (provisional) suspension of payments, a petition for bankruptcy is filed against the Supplier or the Supplier is declared bankrupt, the Supplier is admitted to a statutory debt restructuring scheme, the Supplier offers a composition under the Dutch Court Approval of a Private Composition (Prevention of Insolvency) Act (Wet homologatie onderhands akkoord, WHOA), or the Supplier discontinues or liquidates all or part of its business;

c) a substantial part of the Supplier's assets are attached; or

d) control of the Supplier's business changes.

12.2 Termination or dissolution pursuant to this Article will not affect Royal Fassin BV's right to claim compensation for any losses suffered and will not give rise to any obligation on the part of Royal Fassin BV to pay compensation to the Supplier.

ARTICLE 13. AMENDMENTS AND CANCELLATIONS:

13.1 Any amendment to or cancellation of an Order will be valid only if agreed by the Parties in writing and in advance.

13.2 Any costs arising from an amendment to or cancellation of an Order, where attributable to the Supplier, will be borne by the Supplier. If Royal Fassin BV cancels an Order for reasons not attributable to the Supplier, Royal

Fassin BV will reimburse the Supplier only for reasonable and demonstrable costs incurred up to the date of cancellation, excluding any loss of profit.

ARTICLE 14. FORCE MAJEURE:

14.1 Neither Party will be liable for any failure to fulfil its obligations if such failure results from force majeure.

14.2 Force majeure exists only where a failure to fulfil obligations results directly from unforeseeable circumstances beyond the reasonable control of the Party concerned, including natural disasters, war, governmental measures, or pandemics.

14.3 Force majeure expressly does not include: staff shortages, employee sickness or absence, transport difficulties, increases in raw material prices, shortages of raw materials, production problems or inadequate performance by subcontractors of the Supplier.

14.4 The Party invoking force majeure shall notify the other Party in writing and without delay, specifying the expected duration of the force majeure situation and the measures to be taken to mitigate its effects.

14.5 If a force majeure situation continues for more than thirty (30) days, Royal Fassin BV will be entitled to terminate part or all of the Agreement by giving written notice of termination, without being liable to pay any compensation.

ARTICLE 15. CONTINUITY AND SECURITY OF SUPPLY:

15.1 The Supplier warrants the continuity and security of supply of the agreed Goods and Services throughout the term of the Agreement.

15.2 The Supplier shall take appropriate measures to prevent supply chain disruptions, including adequate capacity planning, maintaining safety stocks, implementing business continuity measures and, where reasonably necessary, implementing alternative production or supply arrangements.

15.3 If continuity of supply is at risk, the Supplier will notify Royal Fassin BV in writing without delay.

ARTICLE 16. INSPECTIONS AND AUDITS:

16.1 Royal Fassin BV is entitled to inspect the Supplier’s production sites, storage facilities and relevant records, or arrange for their inspection, to verify compliance with the Specifications, quality standards, and applicable food safety requirements. As a general rule, such audits will take place at a time agreed with the Supplier in advance.

16.2 In the event of an actual or suspected incident, a recall, a non-conformity or a serious deficiency, Royal Fassin BV will be entitled to conduct an audit without prior notice, including at the premises of any co-packers or subcontractors engaged by the Supplier.

16.3 The Supplier shall cooperate with audits conducted by or on behalf of Royal Fassin BV's Customers and by certification bodies, and shall ensure that its co-packers and subcontractors also cooperate with such audits.

16.4 The audit rights set out in this Article also extend to the co-packers and subcontractors engaged by the Supplier. The Supplier shall ensure that Royal Fassin BV, or any third party designated by it, is entitled to conduct audits, or arrange for audits to be conducted, at the premises of such co-packers and subcontractors.

16.5 Royal Fassin BV will be entitled to take, or arrange for the taking of, samples of the Goods and to request retention samples. If any deficiency or non-conformity is identified during an audit or analysis, the Supplier will bear the costs of the relevant audit and analysis, as well as the costs of any follow-up audit conducted to verify that the deficiency or non-conformity has been remedied.

ARTICLE 17. TRANSFER OF RIGHTS AND OBLIGATIONS:

17.1 Without the prior written consent of Royal Fassin BV, the Supplier will not assign or transfer any rights or obligations under the Agreement to any third party or subcontract the performance of the Agreement, in whole or in part. Such consent may be subject to conditions.

17.2 Royal Fassin BV shall be entitled to assign or transfer its rights and obligations under the Agreement to any affiliated company or in connection with a transfer of its business.

ARTICLE 18. PERSONAL DATA:

18.1 To the extent that the Parties exchange or process personal data in connection with the Agreement, they shall comply with all applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR). Where necessary, the Parties will enter into additional written agreements, including a data processing agreement where required by applicable law.

ARTICLE 19. FINAL PROVISIONS:

19.1 If any provision of these Terms and Conditions of Purchase is or becomes void or voidable, the remaining provisions will remain in full force and effect. In such circumstances, the Parties will enter into consultations in order to replace the void or voidable provision with a valid provision that approaches the original provision's purport as closely as possible.

19.2 Any obligations that, by their nature, are intended to survive termination of the Agreement, including obligations relating to intellectual property, confidentiality, liability and indemnification, will remain in force after termination of the Agreement.

19.3 Amendments or additions to the Agreement will be valid only if agreed by the Parties in writing.

19.4 These Terms and Conditions of Purchase and all Agreements are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

19.5 Any and all disputes arising from or related to these Terms and Conditions of Purchase or any Agreement will be submitted to the competent court of the District Court of Gelderland, Zutphen location.

19.6 These Terms and Conditions of Purchase have been drafted in Dutch. In the event of a discrepancy between the Dutch version and any translation, the Dutch version will prevail.