



GENERAL PURCHASING TERMS AND CONDITIONS OF PLUKON FOOD GROUP B.V.

Version September 2025

This is a translation for convenience purposes of an original document in the Dutch language. In case of any discrepancies between this translation and the Dutch original version, the latter will prevail.

1. Definitions:

The capitalized terms below have the following meanings:

- *Offer*: a proposal by the Supplier to Plukon to enter into an Agreement;
- *Perishable Agricultural and Food Products*: agricultural and food products which, by their nature or by their stage of processing, may become unsuitable for sale within thirty (30) days after harvest, production or processing;
- *Service(s)/Service Provision*: any services of whatever nature to be performed by Supplier for the benefit of Plukon, as described in the Offer, the Purchase Order or the Agreement;
- *Disputes Committee for Unfair Trading Practices in the Agricultural and Food Supply Chain*: the disputes committee designated by the Minister of Agriculture, Nature and Food Quality pursuant to Article 6(1) of the Dutch Act on Unfair Trading Practices in the Agricultural and Food Supply Chain, established and maintained by the Foundation for Dispute Committees for Profession and Business;
- *Goods*: goods in the broadest sense, being all objects capable of appropriation, including property rights within the meaning of Article 3:41 of the Civil Code (BW);
- *Intellectual Property Rights*: all intellectual and industrial property rights (including but not limited to copyrights, neighbouring rights, database rights, trade mark rights, logos, trade names, design rights, patents, domain names and URLs, sui generis rights, rights in software, know-how, trade secrets, etc.), whether or not registered (including applications), anywhere in the world;
- *Agricultural and Food Products*: live animals, eggs and all other products of animal origin, vegetables, fruit, cereals, products of the milling industry, preparations of meat, Perishable Agricultural and Food Products and all other products listed in Annex I to the Treaty on the Functioning of the European Union, as well as products not listed in that Annex but processed for use as food on the basis of products listed in that Annex;
- *Supplier*: the legal entity or natural person with whom Plukon enters into an Agreement or to whom Plukon issues a Purchase Order for the supply of Goods and/or the performance of Services;
- *Agreement*: a written agreement between the Parties for the sale and delivery of Goods to Plukon and/or the performance of Services for Plukon;
- *Purchase Order or Order*: any written request by Plukon to Supplier for the purchase and delivery of Goods and/or the performance of Services;
- *Party(ies)*: Plukon and Supplier, or either of them;
- *Plukon*: Plukon Food Group B.V., with its registered office in Wezep, registered with the Dutch Trade Register under number 30255837, and any company affiliated with Plukon within the meaning of Article 1:20 WVV;
- *In Writing/Written*: by (registered) letter, by e-mail or by bailiff's writ of service;

- *Terms and Conditions*: these general purchasing terms and conditions of Plukon.Bederfelijke Landbouw- en voedingsproducten: Landbouw- en voedingsproducten die vanwege de aard

2. Scope

- 2.1. These Terms and Conditions apply to every Offer, every Agreement, every Purchase Order and any negotiation or other pre-contractual relationship in which Plukon is engaged with the (potential) Supplier with a view to making an Offer, entering into an Agreement or issuing a Purchase Order.
- 2.2. If the Parties have once entered into an Agreement subject to these Terms and Conditions, the Terms and Conditions shall be deemed to apply tacitly to any subsequent Agreement between the Parties, unless expressly agreed otherwise in Writing in that specific Agreement.
- 2.3. Plukon is bound by deviations from these Terms and Conditions only insofar as such deviations have been expressly agreed in Writing between the Parties in an Agreement.
- 2.4. Insofar as an Agreement deviates from one or more provisions of these Terms and Conditions, the Agreement shall prevail. The other provisions of these Terms and Conditions remain fully applicable to the Agreement.
- 2.5. If one or more provisions of these Terms and Conditions are null and void or annulled by Supplier, the remaining provisions shall continue to apply to the Agreement. The Parties shall consult in order to replace any void or annulled provision with a valid and enforceable provision that, as far as possible, reflects the purpose and intent of the original provision.
- 2.6. The full applicability of these Terms and Conditions constitutes an essential condition of the Agreement. The applicability of any general (purchasing) terms and conditions used by the Buyer is expressly rejected.

3. Applicability of the Annex Service Provision

An Annex Service Provision is attached to these Terms and Conditions. Where an Offer, a Purchase Order or an Agreement relates in whole or in part to the provision of Services, this Annex Service Provision also applies between the Parties. If these Terms and Conditions conflict or are inconsistent with the Annex Service Provision on any point, the Annex Service Provision shall prevail for that point.

4. Offer, Purchase Order and formation of an Agreement; changes

- 4.1. Every Offer is irrevocable and issuing an Offer shall never entail any costs for Plukon.
- 4.2. The Agreement is concluded:
 - (a) at the moment the Parties sign a contract; or
 - (b) upon dispatch by Plukon to Supplier of a Written Purchase Order following an Offer by Supplier; or
 - (c) upon dispatch by Plukon to Supplier of a Purchase Order not preceded by an Offer from Supplier, which is then performed by Supplier, or in respect of which Supplier does not notify Plukon in Writing within two (2) working days from the date of the Purchase Order that the Purchase Order is not accepted.
- 4.3. Any subsequent confirmation sent by Supplier concerning a Purchase Order does not alter the



content or the time of formation of the Agreement. Plukon may prescribe the use by Supplier of a specific form for order confirmations.

- 4.4. An Agreement may only be concluded, and a Purchase Order may only be placed, by the directors authorised to represent Plukon according to the KBO (Belgian CBE) and any authorised signatories listed there. An Agreement concluded by persons without authority to represent Plukon is binding on Plukon only if it is ratified by an authorised representative as evidenced by the KBO, or if Plukon has in fact performed the Agreement.
- 4.5. Until Supplier has fully complied with its obligations under the Agreement, Plukon may make changes to the Agreement in Writing, except for changes to the price, characteristics or terms of the Agreement, unless Plukon has a valid reason to do so. Valid reasons include, *inter alia*:
 - increases in raw-material prices;
 - price changes imposed by upstream suppliers; and
 - changes in applicable legislation.
- 4.6. Changes proposed and/or initiated by Supplier to a Purchase Order or an Agreement may only be agreed in Writing. If, in Supplier's opinion, a change affects the agreed price and/or delivery date, Supplier must inform Plukon thereof as soon as possible and in any event no later than five (5) working days after notification of the requested change, before implementing it. Failing such notice, Supplier shall deliver at the original price and within the original term. If the consequences for price and/or delivery time are notified in time and are, in Plukon's opinion, manifestly unreasonable, the Parties shall consult.

5. Assignment prohibition

Supplier may transfer an obligation towards Plukon under the Agreement and/or these Terms and Conditions and/or the Annex Service Provision to a third party only with Plukon's prior Written consent; failing such consent, the transfer is excluded within the meaning of Article 5.174 BW and has no effect vis-à-vis Plukon. Plukon may attach conditions to any such consent.

6. Prices

- 6.1. Prices are in euros, exclusive of VAT, inclusive of other governmental levies (if any), and include all costs in connection with Supplier's performance—including but not limited to call-out charges, travel costs, loading, transport and unloading of Goods and any packaging costs where Supplier is responsible under the Agreement or Purchase Order for loading, transport, unloading and/or packaging of the Goods—stating the applicable VAT rate.
- 6.2. Prices are fixed unless the Agreement specifies the concrete circumstances that may lead to a price adjustment and the mechanism for such adjustment.

7. Delivery

- 7.1. In the event of late delivery, Supplier is in default by operation of law. Exceeding the agreed delivery date constitutes an attributable breach that may entitle Plukon to terminate the Agreement.
- 7.2. Supplier must promptly notify Plukon in Writing of any imminent delay in delivery.

- 7.3. Delivery of Goods shall take place at the agreed place and time, Delivered Duty Paid (DDP) as defined in Incoterms® 2020 issued by the International Chamber of Commerce (ICC).
- 7.4. Each delivery must be accompanied by a packing list stating Plukon's purchase order number(s) and item number(s), as well as quantities, packaging unit, descriptions and—where applicable—expiry date(s). In the absence of such a packing list, Plukon may refuse the shipment.
- 7.5. Goods must—where required or applicable—bear a clearly legible “best-before”/expiry date. For each lot of identical Goods, the contents—including the applicable expiry date(s)—and Plukon's purchase order and item number(s), as well as batch data for tracking and tracing, must be clearly indicated on the outside. If any of these requirements are not met, Plukon may refuse the shipment.
- 7.6. Plukon is entitled to postpone the agreed delivery time for a valid reason within the meaning of Clause 4.5. In the case of Agricultural and Food Products, Plukon will consult with Supplier about such postponement. For Goods, Supplier shall, in these cases, store, preserve, secure and insure the Goods properly packaged, segregated and identifiable.

8. Packaging

- 8.1. Goods must be properly packaged. Supplier shall continually adapt packaging to the latest environmental requirements and shall minimise the use and consumption of packaging materials.
- 8.2. All packaging (except returnable packaging/loaned containers) becomes the property of Plukon upon delivery. Returnable packaging must be clearly identified as such by Supplier. Supplier is not entitled to charge a deposit or any fee for returnable packaging unless expressly agreed otherwise in Writing between Supplier and Plukon. Plukon may require Supplier to take back the supplied packaging materials.
- 8.3. Plukon may at any time return (transport) packaging materials to Supplier at Supplier's expense, or request Supplier—without charging Plukon any costs—to remove and dispose of (all or part of) the (transport) packaging materials after use.
- 8.4. If, at Supplier's request, packaging materials are processed or destroyed, this shall be at Supplier's risk and expense.

9. Invoicing and payment

- 9.1. Supplier shall submit an invoice for each (partial) delivery of Goods and/or Services. Plukon's purchase order and item numbers, the quantity and the price must be clearly stated on the invoice.
- 9.2. Payment of the invoice, including VAT, shall—regardless of the payment term stated by Supplier on the invoice—be made within forty (40) days after receipt of the invoice and approval of the Goods and/or Services, unless a longer payment term is stated on the invoice by Supplier, in which case payment shall be made within that longer term. For Perishable Agricultural and Food Products, payment of the invoice to the extent it relates to such products shall be made within thirty (30) days after receipt of the invoice and approval of the Goods and/or Services. If these payment terms are exceeded, Plukon shall only be in default after Written notice of default from Supplier and expiry of an additional payment term of at least five (5) working days.
- 9.3. Plukon is entitled to suspend payment in full if it identifies a defect in the Goods and/or Services. Supplier is not entitled to suspend performance of its obligations. Supplier is not entitled to set-off.
- 9.4. Plukon may reduce the invoice amount by amounts owed by Supplier to Plukon, on any ground

whatsoever.

9.5. If Plukon makes any payment for Goods and/or Services that have not yet been delivered, Supplier may be required, at Supplier's expense, to provide an unconditional and irrevocable bank guarantee for that amount, issued by a Dutch banking institution acceptable to Plukon with a branch in Belgium and/or the Netherlands.

10. Quality, inspections and warranties

10.1. Supplier warrants that the Goods and/or Services conform to the Agreement, are free from visible and hidden defects and are fit for their intended purpose. Acceptance by Plukon is always without prejudice to Plukon's rights concerning correct quality and content. Receipt and/or payment by Plukon does not imply acceptance of what has been delivered.

10.2. Supplier warrants that the Goods are complete and ready for use. Supplier shall ensure that all parts, auxiliary materials, accessories, tools, spare parts, manuals and instruction books necessary to achieve the intended purpose of the Goods are supplied, even if not specifically listed.

10.3. Supplier warrants that the Goods supplied comply with all relevant statutory requirements, including but not limited to those concerning quality, environment, safety and health.

10.4. Where there is reasonable doubt, Plukon may (have) Goods and/or Supplier's production sites inspected; the costs are borne by Supplier unless the delivered Goods—according to the inspection—comply with the agreed requirements and specifications. Inspections may take place before, during or after delivery and may be carried out by Plukon or by third parties engaged by Plukon.

10.5. If Plukon determines that what has been delivered (in whole or in part) does not meet the warranties in Clauses 10.1 to 10.3, Supplier shall be in default—without any prior notice being required—regardless of whether the shortcoming is attributable to Supplier.

10.6. Plukon shall complain to Supplier within a reasonable time after the defects in the Goods and/or Services have become apparent to it. If Plukon and Supplier cannot reach agreement, Plukon may commission an independent investigation, the costs of which shall be borne by Supplier, unless the investigation shows that the Goods and/or Services are free of defects and comply with the agreed requirements and specifications.

10.7. Upon first request by Plukon and at Supplier's own expense, and following any errors, defects or any shortcoming by Supplier, Supplier shall—at Plukon's option—

- (a) remedy all such errors and defects; or
- (b) replace the Goods supplied; or
- (c) credit Plukon the proportionate part of the invoice value of the Goods relating to the defect on the relevant invoice.

Any additional costs associated with the actions under a–c above shall be for Supplier's account and risk. The warranty provisions also apply to repaired or replaced (parts of) Goods.

10.8. If Plukon reasonably determines that a defect in the Goods must be remedied, or the defective Goods must be replaced, immediately and Supplier cannot do so immediately, Plukon may have the repair or replacement carried out at Supplier's expense by a reputable third party chosen by Plukon. The same applies where Supplier fails to (properly) fulfil its repair or replacement obligation. Supplier shall pay the costs arising from and related to such repair or replacement by third parties



within five (5) working days after Plukon sends an invoice for those costs. Unlike Plukon, Supplier is not entitled to set-off.

11. Notice of default; claim

- 11.1. In the event of Supplier's breach—whether or not attributable—Plukon's simple Written notice suffices to place Supplier in default.
- 11.2. Statutory interest applicable to late payment in commercial transactions as referred to in Article 5 of the Belgian Act of 2 August 2002 combating late payment in commercial transactions on amounts prepaid by Plukon shall be set off against invoices payable over the period of contractual default.
- 11.3. In the event of a non-attributable failure, the Parties' obligations are suspended until the cause has been removed.

12. Limitation/forfeiture periods

- 12.1. Legal actions and other rights of Supplier, on any ground whatsoever, against Plukon in connection with any Agreement shall lapse six (6) months after the date on which Supplier became or reasonably could have become aware of such rights and powers, unless a Written claim has been lodged with Plukon before the expiry of that period. This period is a forfeiture period and is therefore not subject to interruption within the meaning of Articles 2242 to 2250 of the old Belgian Civil Code.
- 12.2. If a Written claim has been lodged by Supplier with Plukon within the period referred to in Clause 12.1 in connection with any Agreement, any legal action by Supplier shall likewise lapse if Plukon is not involved in legal proceedings before the competent court under Clause 23.2 within six (6) months after receiving the relevant Written claim. This period is also a forfeiture period and cannot be interrupted as referred to above.

13. Risico- en eigendomsovergang

- 13.1. Title to the Goods passes to Plukon after delivery. If payment (in whole or in part) has been made prior to delivery, title to the Goods passes to Plukon upon such (first) payment.
- 13.2. Risk in the Goods passes to Plukon only when delivery has taken place in accordance with Clause 7 and after Plukon has signed the relevant transport documentation.

14. Liability; indemnity

- 14.1. De Supplier shall indemnify and hold Plukon fully harmless from and against all costs, damages and interest incurred by Plukon:
 - (a) on account of defective Goods and/or Services, whether or not within the meaning of product liability or a product recall;
 - (b) as a direct or indirect result of claims brought by third parties against Plukon in connection with performance of the Agreement; and
 - (c) as a direct or indirect result of claims by Plukon's customers relating to non-, late or defective delivery by Plukon to those customers, unless and insofar as such claims result from a default



by Plukon.

- 14.2. Supplier undertakes to assist Plukon, both in and out of court, and, at Plukon's request, to join any indemnity proceedings at its own expense.
- 14.3. Except in the case of intent to cause damage or impairment of physical or psychological integrity, any compensation for damage caused by Plukon's failure to perform a contractual obligation owed to Supplier may, within legal limits, only give rise to a contractual claim against Plukon and shall not in any event form the basis for a non-contractual claim against Plukon and/or against any auxiliary person engaged by it (including but not limited to its directors, employees and independent agents), even if the event giving rise to the damage would also constitute a tort.
Plukon shall never be liable for any damage whatsoever caused by itself and/or by its auxiliary persons (including but not limited to its employees, directors or independent agents), except in the event of intent, wilful misconduct or gross negligence by Plukon and/or its auxiliary persons.
- 14.4. Without prejudice to the foregoing, any liability of Plukon, whether contractual or non-contractual, for business interruption loss and other indirect or consequential damages (including but not limited to loss of turnover, increase in general expenses or damage to the property of third parties) is expressly excluded. Plukon's liability for damage caused by (intent or gross) fault of Plukon's employees is limited to the invoice amount (excluding VAT) relating to the delivery of the Goods with which the liability is connected.
- 14.5. Without prejudice to Supplier's liability under the Agreement and by law, Supplier warrants that it is and will remain adequately insured for the risks arising for Supplier from the Agreement(s), and shall, upon first request, provide Plukon with the relevant policies. These insurances shall at least include, but are not limited to:
 - (a) commercial general liability insurance (CGL) at all times—with freedom of supply conditions—with a sum insured of EUR 3,000,000 per occurrence where Goods are supplied;
 - (b) a professional liability insurance (PLI) or a CGL including cover for pure financial loss with a sum insured of at least three times the invoice value where Services and related (turn-key) Goods are supplied (including but not limited to engineering and IT assignments);
 - (c) an additional cover on the CGL for the costs of recall, disassembly, assembly, transport, storage, destruction and advertising and related items, in an amount commensurate with the (financial) size of the Agreement where Goods are supplied that are processed in Plukon's production and/or integrated into other Goods and where three or more Goods exhibit similar defects; such cover shall apply for at least two years after the delivery date of the Goods concerned;
 - (d) Construction All Risks (CAR)/Erection All Risks policy with "Principal's Property" cover if work is carried out on Goods at a Plukon site, or a CGL with "care, custody and control" cover at least equal to the contract value concerned.
- 14.6. In addition to Clause 14.5, Supplier shall be adequately insured against customary risks including, without limitation, fire, theft, water damage and (product) liability. Upon first request, Supplier shall provide Plukon with copies of the insurance policy(ies) showing a minimum cover of EUR 3,000,000 per occurrence. All claims of Supplier against the insurers of the Goods and/or Services under said insurances shall, upon Plukon's request, be pledged to Plukon.



14.7. At Plukon's request, Supplier shall have Plukon listed as direct beneficiary on the relevant policy so that Plukon can address the insurer directly in the event of a loss.

15. Termination

15.1. Without prejudice to its right to damages, Plukon may terminate an Agreement with Supplier and/or the Purchase Order to Supplier with immediate effect, without any liability to compensate Supplier, and without prior notice of default:

- (a) in the event of Supplier's breach of any obligation towards Plukon;
- (b) if conservatory or executory attachment is levied against Supplier;
- (c) if Supplier is subject to judicial reorganisation proceedings pursuant to Article XX.39 WER et seq., or has applied for such, and the Supplier remains in default during those proceedings, or if Supplier proposes an out-of-court amicable settlement to its creditors, dies or ceases its business;
- (d) in the event of (a petition for) Supplier's bankruptcy;
- (e) in the event of receivership/guardianship, shutdown, liquidation of Supplier, or a whole or partial transfer, or (silent) pledge of its business and/or business assets and/or receivables;
- (f) in the event of force majeure on the part of Supplier; or
- (g) if control and/or ownership in Supplier changes such that the majority control changes.

15.2. By way of derogation from Clause 15.1, when cancelling an order for Perishable Agricultural and Food Products, Plukon shall observe a period of thirty (30) days.

15.3. If either Party terminates under this Clause or if the Agreement ends early on another ground, no restitution obligations arise in respect of performances already received, unless the Agreement ends due to a default by Supplier and Plukon does not wish to retain the Goods. Obligations then outstanding between the Parties become immediately due and payable from the date of termination, except where Plukon wishes to retain the products and the payment term has not yet expired.

15.4. Whether in the case of suspension of its obligations by Plukon or termination of the Agreement by either Party, Plukon is entitled to demand immediate delivery, or to request repayment by Supplier, of (the portion of) the Goods for which Plukon has already made payments. Plukon is entitled to delivery of all Goods under the Agreement if the circumstances leading to termination are attributable to Supplier.

15.5. Plukon may terminate the Agreement by giving thirty (30) calendar days' notice. If the Agreement is of a continuing nature with a term of one year or more, it may be terminated by Plukon at any time by giving sixty (60) days' notice, or the shorter notice period stated in the Agreement if applicable.

15.6. If Plukon has entered into two or more related Agreements with Supplier and one of those Agreements may be terminated under this Clause, Plukon may also terminate the other related Agreement(s) with effect from the same date.

15.7. Plukon may also terminate and/or cancel the Agreement or Purchase Order in whole or in part if, as a result of or in connection with the Agreement or Purchase Order, such negative publicity arises for Plukon that it can no longer reasonably be required to continue the Agreement and/or proceed with the Purchase Order. Supplier shall compensate Plukon for all loss suffered as a result of such termination.

16. Force majeure

16.1. In the event of force majeure, Plukon is relieved from all its obligations under the Agreement with Supplier for the duration of the force majeure, without any obligation to compensate Supplier.

16.2. Force majeure on the part of Plukon within the meaning of Clause 16.1 means any circumstance beyond Plukon's control—even if foreseeable at the time the Agreement was concluded or the Purchase Order was issued—that permanently or temporarily prevents performance of the Agreement, including, without limitation, war, threat of war, civil war, riots, strikes, lockouts, a pandemic or epidemic (including, but not limited to, Covid-19 or any mutation thereof), a general shortage of necessary raw materials, extreme price increases of relevant Goods (insofar as Supplier would be entitled to pass on a price increase), failures of upstream suppliers, transport difficulties, fire, impracticable weather, revolutions, piracy, natural disasters in general, avian influenza and other (epidemic) animal diseases that may affect Plukon's operations, changes in laws and regulations, including veterinary decisions, or any policy changes that may affect Plukon's operations and, thus, its performance of obligations, the absence or delay of the veterinarian who must be present under permanent supervision requirements during slaughter, terrorist acts, explosions, malicious damage, water damage, flooding, occupation of business premises, exclusion, import and export restrictions, government measures, machine failures, interruptions in the supply of energy or gas, all these both at Plukon and at third parties where Plukon has stored items needed for its operations, and likewise during storage or transport, whether or not under Plukon's own management, and furthermore all other matters arising beyond Plukon's fault or sphere of risk.

16.3. Hardship (Imprévision) means any event or change that was not foreseen and/or could not be assumed at the time of entering into the Agreement—even if not unforeseeable at that time—including, but not limited to, circumstances of a financial, economic, technical, political or legal nature that disturb the balance of the obligations of the Party affected by hardship, for example because the cost of performance increases or the value of performance decreases. This includes, without limitation: extreme price increases of relevant Goods, failures of suppliers, transport difficulties.

In the event of hardship, the Party affected shall notify the other Party in Writing within five (5) calendar days of the occurrence. After such notice, Supplier and Plukon shall enter into consultations in good faith with a view to an equitable revision or adjustment of the obligations of the Party affected by hardship so that it does not suffer an unjustified disadvantage. During such consultations, the obligations of the Party affected by hardship are suspended for as long as the negotiations last. In that case, both Parties shall refrain from seeking a court-ordered adjustment and/or cancellation of the Purchase Order or termination of the Agreement.

If no agreement is reached within thirty (30) calendar days after the aforesaid notice of hardship on an equitable revision or adjustment of the obligations of the Party affected, the latter shall have the exclusive right to terminate the Agreement with immediate effect by registered letter, without (1) any notice of default or prior judicial intervention being required and without (2) any compensation being due to the other Party.

Supplier is expressly excluded from invoking hardship to renegotiate the Agreement as well as from seeking, through judicial intervention, to adjust and/or terminate its obligations under the Agreement.

17. Integrity and competition

17.1. Supplier represents and warrants that, in relation to the Agreement, neither Plukon (or its business) nor any of its officers, representatives, subordinates and/or non-subordinates, nor any legal entities affiliated with Supplier and their officers, representatives, subordinates or advisers, is, will be or has been, directly or indirectly (i.e. via a third party), involved in consultations or arrangements with other competing undertakings regarding price formation and/or in offering or giving money or non-pecuniary benefits to one or more public officials or other persons directly or indirectly involved in, or capable of influencing, the formation or performance of the Agreement in a manner that could contravene the Dutch Competition Act and/or Articles 101 and 102 TFEU or national and international anti-bribery laws.

17.2. Supplier further represents and warrants that neither it nor any of its officers, subordinates and/or non-subordinates has promised, offered or provided—or will promise, offer or provide—any advantage of any kind, directly or indirectly (i.e. via a third party), to directors, representatives, subordinates and/or non-subordinates of Plukon in connection with the formation or performance of any Agreement.

17.3. Supplier will also otherwise observe all national and international laws and regulations applicable to it and its Goods and Services, in particular those relating to labor, discrimination, environment, safety and health. In addition, the Supplier will observe Plukon's Code of Conduct applicable at any time, which can be consulted at: <https://www.plukon.be/over-plukon/codeofconduct/>

17.4. Supplier warrants that its own suppliers likewise comply with Clauses 17.1 to 17.3.

17.5. Plukon only does business with companies that comply with the law and adhere to ethical standards and principles. Should Plukon receive information indicating otherwise, Plukon will inform Supplier, and Supplier undertakes to cooperate and to provide Plukon with all information it needs to decide whether an allegation is well-founded and whether the Agreement or Purchase Order should remain in force. Such information includes, but is not limited to, accounts, administrative records, documents and other files.

17.6. Without prejudice to all other rights, Plukon may rescind and/or cancel an Agreement and/or a Purchase Order in whole or in part and/or claim damages if Supplier, or anyone acting on its behalf, in any way violates this Clause 17, without Plukon being obliged to compensate Supplier for such termination or cancellation.

18. Order, safety, environment and animal welfare

18.1. Supplier, its employees and third parties engaged by it (e.g. subcontractors) must comply with statutory safety, health and environmental regulations (including the Belgian Welfare Act of 4 August 1996). Any house rules and regulations of Plukon concerning safety, health, environment and animal welfare must likewise be observed. Supplier has a duty to inform itself accordingly at Plukon. A copy of such rules and regulations will be provided free of charge upon request. In case of non-compliance by Supplier or its auxiliary persons, Plukon may itself take the necessary measures at Supplier's expense.

18.2. If Supplier engages subcontractors—which always requires Plukon's prior Written consent—Supplier shall include Clause 18.1 in its contracts with such subcontractors. In particular, in case of non-compliance with obligations under welfare legislation, Supplier shall have the right to take the necessary measures at the subcontractor's expense.

18.3. Supplier shall actively endeavour to ensure that its products, packaging, raw and auxiliary materials place as little burden on the environment as possible.

18.4. Supplier shall inform Plukon in Writing as soon as possible—and no later than before the (first) delivery—if:

- (a) in performing the Agreement, Supplier supplies Goods and/or performs Services known to (potentially) pose a hazard to humans, animals and/or the environment;
- (b) in performing the Agreement, Supplier supplies Goods and/or performs Services where the hazard referred to under (a) occurs in combination with Goods and/or Services which it knows or reasonably should know Plukon uses;
- (c) the use by Plukon of the Goods and/or Services to be supplied, insofar as Supplier knows or reasonably should know, results in waste to which relevant laws or regulations apply; or
- (d) the Goods to be supplied are themselves waste subject to relevant laws or regulations.

In each of these cases, Plukon is entitled to rescind the Agreement in whole or in part.

19. Intellectual and industrial property rights

19.1. All Intellectual Property Rights—including but not limited to information, requests for quotation, sketches, drawings, models, designs, specifications, data, documents and other business information—provided by Plukon to Supplier in the context of (entering into) the Agreement and/or created for that purpose may not be used by Supplier for any purpose other than the purpose for which Plukon made them available, and shall at all times remain Plukon's property.

19.2. If Goods and Services supplied by Supplier or related documentation and materials are protected by intellectual property rights, Supplier hereby grants Plukon a royalty-free, non-exclusive, worldwide, irrevocable, perpetual licence thereto, with the right to grant sublicences, which Plukon hereby accepts. This licence includes permission to perform or have performed all acts relating to or connected with the use by or on behalf of Plukon of the delivered Goods and Services, in any manner and form whatsoever, provided this occurs in the course of Plukon's ordinary activities.

19.3. All Intellectual Property Rights arising as a result of the performance of the delivery of Goods and Services by Supplier or its personnel shall vest in Plukon. Supplier hereby assigns in advance to Plukon, unconditionally and free of encumbrances, all Intellectual Property Rights relating to the Goods and Services, including economic rights, without retaining any related powers. The transfer and assignment of the Intellectual Property Rights is valid for commercial or non-commercial purposes, final for every form of exploitation and for all countries, to the broadest extent permitted by law, without time limitation. No fee other than the agreed remuneration for the Goods and Services is due for this transfer. Plukon hereby accepts the transfer and assignment. To the extent permitted by law, Supplier and its personnel shall perform all acts and sign all documents necessary to transfer the Intellectual Property Rights to Plukon.

19.4. To the extent permitted by law, Supplier, also on behalf of its personnel, expressly waives its moral rights within the meaning of Article XI.165(2) of the Belgian Code of Economic Law. To the extent the transfer of certain rights is legally impossible, Supplier guarantees that its personnel will not invoke their moral rights against Plukon in a way that impedes Plukon's quiet enjoyment and use of the transferred Intellectual Property Rights.

19.5. Supplier shall indemnify Plukon against claims relating to infringements of third-party intellectual

property rights and similar claims such as know-how or unfair competition. Supplier shall do all that is necessary to take measures that can help prevent disruption at Plukon and limit the additional costs to be incurred or damage to be suffered by Plukon in this regard, all at Supplier's expense.

19.6. By way of derogation from Clause 19.2, if Plukon has contributed to a research or development process in the context of the Agreement, all Intellectual Property Rights, of whatever nature, that arise during that process shall vest in Plukon. Clause 19.3 applies mutatis mutandis. Supplier shall notify Plukon immediately upon the creation of matters eligible for protection under Intellectual Property Rights in the relevant research or development process and shall provide Plukon with all information and data necessary to file applications for registration of those Intellectual Property Rights with the competent authority(ies). Plukon shall in any case be deemed to have contributed to a research or development process if Plukon has made (technical) know-how, test facilities and/or research and development budgets available, or if Plukon has commissioned the development of specific Goods and/or Services in accordance with Plukon's instructions and/or specifications. Insofar as (intellectual property) rights of Supplier are used for the Intellectual Property Rights accruing to Plukon as referred to above, Supplier grants Plukon a royalty-free, non-exclusive, worldwide, irrevocable, perpetual licence thereto, with the right to grant sublicences.

19.7. Supplier shall not directly or indirectly oppose Plukon's use of the licences referred to in Clauses 19.2 and 19.6, including by Plukon-related parties such as customers, suppliers, partners and other parties designated by Plukon.

20. Production tools

20.1. All items used for production by or on behalf of Supplier—such as moulds, dies, stamps, prototypes, special tools and drawings ("Production Tools")—and supplied by Plukon or manufactured or purchased by Supplier for Plukon, shall remain or become Plukon's property immediately upon their manufacture.

20.2. Supplier is responsible for storage and bears the risk of damage and/or loss of these Production Tools and shall ensure their necessary maintenance. When not in use, Production Tools must be stored separately from the production area and from Supplier's or third parties' tools.

20.3. Supplier shall mark the Production Tools in such a way that Plukon can at all times exercise its ownership rights and have free access to these tools.

20.4. If third parties threaten to appropriate the Production Tools, Supplier shall immediately inform Plukon.

20.5. Supplier shall not sell or transfer Production Tools to another party without Plukon's prior Written consent.

21. Personal data

21.1. Insofar as Supplier processes personal data on behalf of Plukon (as controller) in the context of performing the Agreement, Supplier shall be regarded as a processor within the meaning of Regulation (EU) 2016/679 (GDPR) and shall enter into a data processing agreement with Plukon within the meaning of Article 28 GDPR before processing any personal data for Plukon. Supplier is not entitled at any time to (have others) use the personal data made available to it in any way other than for the performance of the Agreement, subject to mandatory legal obligations. Supplier shall indemnify Plukon against all third-party claims, including in respect of unauthorised use by Supplier

or third parties, resulting from Supplier's breach of its obligations under the Agreement and the data processing agreement. Any fines imposed by the Belgian Data Protection Authority in this respect shall be for Supplier's account.

- 21.2. In processing personal data, Supplier shall comply with all requirements under Article 28 GDPR and shall take appropriate technical and organisational security measures within the meaning of Article 32 GDPR to protect the personal data against loss or any form of unlawful processing.
- 21.3. Supplier shall process personal data properly and carefully and in accordance with applicable laws and regulations, as well as any applicable Plukon code of conduct. The foregoing applies equally to cross-border transfers of personal data to non-EU countries. Before processing personal data originating from Plukon in countries outside the EU, Supplier must obtain Plukon's express Written consent. To the extent Supplier processes personal data outside Belgium, it shall ensure compliance with the applicable laws and regulations of the relevant country regarding personal data processing.
- 21.4. The confidentiality obligations described in Clause 22 below apply mutatis mutandis to the processing of personal data.

22. Confidentiality

Supplier shall at all times maintain confidentiality towards third parties regarding the formation and content of any Agreement concluded with Plukon, as well as regarding all information that Supplier receives from or on behalf of Plukon in the context of (entering into) an Agreement, except where and insofar as Supplier is required to make certain disclosures to third parties pursuant to any national or international statutory provision or court order, in which case Supplier shall inform Plukon thereof as soon as possible.

23. Governing law and jurisdiction

- 23.1. The Agreement between Plukon and Supplier is governed exclusively by Belgian law, it being understood that the applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 23.2. All disputes arising from or related to an Agreement between the Parties shall be submitted exclusively to the Enterprise Court Ghent, Ghent Division, Belgium.
- 23.3. Notwithstanding Clause 23.2, Plukon is at all times entitled to summon Supplier before the competent court under Belgian law, the applicable EU Regulation or the applicable international convention, or, if it so wishes, to commence arbitration against Supplier under the CEPANI Rules. In the latter case, arbitration shall be conducted by three arbitrators, the seat of arbitration shall be Brussels and the arbitral tribunal shall decide according to the rules of law.

24. Translations

Translations of these Terms and Conditions may be circulated. However, the Dutch text shall always prevail over any translation.

25. Amendments to the Terms and Conditions

- 25.1. Plukon is entitled unilaterally to amend these Terms and Conditions, except for the Terms and



Conditions concerning Agricultural and Food Products insofar as such amendments relate to the frequency, method, place, timing or volume of delivery of Agricultural and Food Products, quality standards, payment terms or prices. Plukon is not entitled to make amendments relating to the price, characteristics or terms of the Agreement unless it has a valid reason within the meaning of Clause 4.5.

25.2. Plukon shall send the amended Terms and Conditions to Supplier, whereupon the amended Terms and Conditions shall be deemed accepted by Supplier.

Amendments take effect on the date of entry into force stated upon dispatch of the amended Terms and Conditions. If no date of entry into force is stated, the amendments take immediate effect vis-à-vis Supplier.

25.3. If Supplier objects to the amended terms (which must be done in Writing within five working days of receipt), Plukon shall be entitled to terminate all then-existing Agreements with Supplier with immediate effect, without any obligation for Plukon to pay damages.

ANNEX SERVICE PROVISION

TO THE GENERAL PURCHASING TERMS AND CONDITIONS OF PLUKON FOOD GROUP

This Annex Service Provision supplements the Terms and Conditions and applies alongside the provisions of the Terms and Conditions where Supplier also provides Services. Capitalised terms in this Annex have the same meanings as in the Terms and Conditions.

Auxiliary Person means a natural person working for Supplier, regardless of the contractual relationship with Supplier (employment contract or otherwise), or a person working for a third party contracted by Supplier with Plukon's consent, who will perform work for Plukon.

26. Service Provision

26.1. Plukon may change the place where the Services are performed, provided it informs Supplier in time. If the change demonstrably leads to higher costs for Supplier, such costs may, after mutual consultation, be eligible for reimbursement if recorded in Writing by Plukon and Supplier. Conversely, Plukon is entitled to a corresponding reduction in the fee.

26.2. If work is performed at a Plukon site, the Auxiliary Persons shall comply with all house rules set by or on behalf of Plukon.

27. Absence and replacement of Auxiliary Persons

27.1. Supplier guarantees the proper progress of the work at Plukon. Where this serves the efficient execution of the work, Supplier shall align the leave and other absences of its Auxiliary Persons with the planning of the work at Plukon. Plukon may each year designate certain days on which its business is closed for specified reasons. On those days, Supplier's personnel likewise performs no work at the locations.

27.2. Supplier may replace its Auxiliary Persons, provided Supplier announces this in advance and Plukon is given the opportunity to object. Plukon shall not withhold its consent unreasonably and may attach conditions to its consent.

- 27.3. In case of replacement of Auxiliary Persons, Supplier shall not charge Plukon any related costs, unless Supplier demonstrates that a replacement request by Plukon lacked a reasonable basis.
- 27.4. In case of replacement, Supplier shall provide Auxiliary Persons at the same rate who are at least equivalent in expertise, training and experience to the Auxiliary Persons originally deployed.
- 27.5. Upon Plukon's first request, Supplier shall ensure adequate replacement of Auxiliary Persons if Plukon has a reasonable suspicion that the person concerned will (be able to) undertake activities that could harm Plukon.

28. Subcontracting

- 28.1. In performing the Agreement, Supplier may only use third-party services with Plukon's prior Written consent. Plukon may attach additional conditions to such consent.
- 28.2. Plukon's consent does not affect Supplier's own responsibility and liability for fulfilling its obligations under the Agreement and applicable law.
- 28.3. Supplier is obliged to impose all its obligations under this Agreement in full on all parties with whom it contracts for the performance of the Agreement. Supplier is also obliged to stipulate that those parties in turn include such contractual obligations in full in agreements they conclude for the performance of the Agreement. Supplier is liable and shall indemnify Plukon for all damage resulting from acts and/or omissions of third parties engaged by Supplier as if they were its own acts and/or omissions.

29. Travel and lodging time of Auxiliary Persons

- 29.1. Travel and lodging time and expenses and other additional costs of Auxiliary Persons shall, unless explicitly agreed otherwise in Writing, be for Supplier's account.

30. Supplier's social and fiscal obligations towards Auxiliary Persons

- 30.1. Supplier shall comply with all statutory obligations incumbent upon it, including but not limited to tax, social security, accounting, commercial and corporate obligations applicable to Supplier in relation to the Auxiliary Persons. This includes, *inter alia*:
 - Before starting performance (specifically, when the Agreement is signed) and each time an invoice is issued, Supplier shall prove that it has complied with all its social and tax obligations to the NSSO and the tax authorities, and in particular that it has paid the statutory social contributions and remitted the required wage withholding taxes relating to the Auxiliary Personnel.
 - Supplier must at all times pay the correct salary to its Auxiliary Personnel and be able to prove this upon first request. To this end, Supplier shall periodically [monthly/bi-monthly/other frequency] provide Plukon with the payslips of the Auxiliary Personnel.

If these obligations are not complied with—for example following a notification by the social inspection pursuant to Article 49/1 of the Social Criminal Code—Plukon shall have the right to terminate the Agreement with immediate effect, without any liability to Supplier.

- 30.2. Supplier expressly confirms and warrants that any foreign Auxiliary Persons are and will remain lawfully employed by it throughout the term of the Agreement. The lawful nature of employment is

assessed on the following aspects:

- Employment: Supplier confirms that, where necessary, it has applied or will apply for the required work cards and/or work permits for its foreign employees and will in general comply with all obligations set out in the Act of 30 April 1999 and its implementing decrees, as well as in all other legislation applicable to foreign workers (including minimum wage requirements).
- Residence: Supplier confirms that all its foreign Auxiliary Persons comply (and will continue to comply) at all times during the Agreement with the statutory conditions for entry to and residence in Belgium.
- Formalities: Before starting the performance of the Agreement, Supplier shall provide Plukon with the required Limosa notifications (L1 forms—notification via www.limosa.be). Supplier shall also provide Plukon with any other documents evidencing correct affiliation and payment to either the Belgian or another social security system (e.g. A1 certificates).

Upon Plukon's first request, Supplier shall provide copies of work cards/work permits/single permits/residence permits/Limosa notifications/A1 certificates, etc.

30.3. [intentionally left blank]

30.4. Plukon is entitled, but not obliged, to carry out unannounced checks on compliance with this Annex Service Provision at any place and time, and to establish the identity of Auxiliary Persons and verify the authenticity and validity of their identity documents. Supplier shall require the Auxiliary Person(s) concerned to cooperate with such checks. Supplier shall record all employment terms relevant to the performance of the Agreement in an intelligible and accessible manner. Supplier shall grant competent authorities access to these terms upon request and shall cooperate with inspections, audits or wage validation. Supplier shall grant Plukon access to these employment terms upon request where Plukon deems this necessary.

30.5. Supplier shall continuously indemnify and hold Plukon or any company within the Plukon group harmless from and against all third-party claims and recourse, including those by Auxiliary Persons and tax or social security authorities, concerning remuneration, taxes, levies and contributions, including social security contributions, relating to services performed by and/or payments made to Supplier.

30.6. This indemnity also covers any amounts in principle owed by Supplier but for which Plukon could be held jointly and severally liable under any statutory joint and several liability regime.

31. Instructions to Auxiliary Persons; replacement

31.1. Supplier and Plukon each retain the capacity of employer in relation to their own employees. The relationship of authority characteristic of employment contracts shall therefore exist solely between Supplier and its Auxiliary Persons on the one hand, and between Plukon and its own employees on the other. Day-to-day management and supervision of the performance of the Services shall always rest with Supplier, unless otherwise agreed pursuant to Article 31 §1, paragraph 2 of the Belgian Act of 24 July 1987 on temporary agency work, temporary work and the provision of workers to users.

31.2. Clause 31.1 means, *inter alia*, that the employer concerned is solely responsible for its own employees with regard to holiday planning, procedures in case of sickness or absence, and, more generally, all administrative social-law obligations, training, remuneration and appraisals, discipline and sanctions.

32 **Independent status of Supplier vis-à-vis Plukon**

- 32.1. Supplier shall perform the Services in a fully independent manner. Supplier shall under no circumstances be subordinate to Plukon. Supplier shall therefore not receive any (in)direct instructions or orders from Plukon, nor shall Plukon exercise any employer's authority or control over Supplier. At no time shall Supplier consider itself or present itself as an employee of Plukon or any company within the Plukon group.
- 32.2. By virtue of its status as an independent service provider, Supplier is solely and exclusively responsible for all social and tax obligations, charges and other contributions that may be due by virtue of or as a result of any fees or other monies paid or payable by Plukon under the Agreement.
- 32.3. Plukon or any other company within the Plukon group is not liable for any act or omission of Supplier that causes damage to Plukon, a company within the Plukon group or any third party.
- 32.4. Supplier shall at all times indemnify and hold Plukon or any other company within the Plukon group harmless from and against any liability arising from or in connection with such acts or omissions (including, but not limited to, losses or costs resulting from personal injury or property damage).