



GENERAL PURCHASING CONDITIONS

Valid as from 15 January 2026

1. Definitions and applicability

- 1.1 “we”, “us” and “our” means The Protein Brewery B.V. and any of our affiliates from time to time.
- 1.2 Our agreement with you (the “Contract”) consists of: (i) any “Purchase Order” (an “Order”) that we issue to you which may include delivery instructions and instructions for packing, marking and transport documentation; (ii) any duly signed contract which applies to our purchase of goods and/or services from you; (iii) these Conditions of Purchase; (iv) any specifications and safety, health and environmental requirements that we communicate to you; and as applicable: (v) our quality and other requirements or procedures made available to you. If there is any inconsistency between any parts of the Contract, the parts placed higher in the list above will prevail.

2. Your conditions excluded

- 2.1 Any Order that we place with you will be deemed to be accepted the earlier of any written acknowledgement that we receive from you or 7 (seven) days of the date of the Order.
- 2.2 If you seek to impose additional or different terms on our purchase, including through any acceptance to our Order, they will not form part of the Contract and are excluded and rejected by these General Purchasing Conditions.

3. Delivery

- 3.1 You must deliver goods and/or services that we order in accordance with the delivery terms and dates set out in the Contract. If any goods and/or services are not delivered on time, we may (without prejudice to our right to damages) cancel the relevant Order and terminate the Contract. Nevertheless, you will inform us immediately as soon as you become aware of any delay in the performance of the agreement.
- 3.2 Unless expressly instructed otherwise by us, goods must be delivered DDP (as defined in current Incoterms®) at our warehouse at Mijenbroek 3B, 4824 AA Breda, The Netherlands. Ownership of the goods you deliver will transfer to us on the earlier of delivery or payment by us.
- 3.3 All goods must be packaged to protect them adequately before, during and after delivery and, if we require, each delivery shall be accompanied, in a form acceptable to us, by all relevant certificates or documents as mentioned in the Order including a certificate of conformity and/or an up-to-date material safety data sheet(s).

4. Quality of Goods and/or Services, rejection, and indemnity

- 4.1 Any goods or services (and any associated technology) supplied by you must: (i) conform to any specification or other requirements referred to in the Contract; (ii) comply with all applicable laws, legal requirements and regulations (iii) not contain conflict minerals; and (iv) not infringe any intellectual property rights of any third party.
- 4.2 Any goods supplied by you must be: (i) of the quantity and description specified in the Contract; (ii) of satisfactory quality; (iii) fit for their normal purpose and conform the agreed specifications in the Contract; (iv) free from defects

in design, material and workmanship; and (v) free from any encumbrances.

- 4.3 Any services supplied by you must be: (i) performed efficiently, safely and competently by suitably qualified and experienced personnel, in conformity with any applicable laws and regulations, industry code of practice; and (ii) of the quality which would reasonably be expected from a skilled and experienced operator providing equivalent services in the same circumstances.
- 4.4 We may (but are not obliged to) inspect and test the goods delivered by you and may reject and return (at your risk and expense) any goods that fail to conform with the terms of the Contract. Without prejudice to our right to dissolve the Order, you must, at our option within a reasonable time (being not more than 15 (fifteen) days after notice of rejection in writing) either (i) replace such rejected goods with goods which do comply with the Contract, or (ii) restore any discrepancy to the goods. Ownership and risk of the goods rejected by us will transfer to you upon notification by us to you of such rejection. Upon dissolution, title to and risk of loss or damage to the goods shall automatically return to you and we shall have a right of pledge on the goods rejected by us for costs and damages resulting from the dissolution of the Order.
- 4.5 You will reimburse us for all losses, damages, costs and expenses (including reasonable legal fees) or other claims (including third party claims) arising from or incurred as a result of: (i) any breach by you of the Contract; (ii) any negligent act or omission by you or your directors, employees, agents or sub-contractors in supplying goods and/or services pursuant to the Contract; and (iii) any infringement of any intellectual property rights of any third party by you or your directors, employees, agents or sub-contractors in supplying goods and/or services pursuant to the Contract.

5. Invoicing and payment

- 5.1 We will pay you the price set out in the Contract (which will be inclusive of (i) any and all delivery costs, transportation, import and export duties, insurance, packaging, as well as any price increases due to exchange rate fluctuations; and (ii) sales or value added tax (“VAT”) as applicable for the goods and services that you deliver in accordance with the Contract. You will be liable for any withholding taxes or any other applicable taxes.
- 5.2 Prices set out in the Contract will be set out in euros. In the event the price in the Contract is not set out in euros, then the exchange rate on the date set out on the invoice will be the valid exchange rate.
- 5.3 You may only invoice us for goods and/or services ordered by us on the later of: (i) the delivery date specified in the Contract; or (ii) the actual delivery date.
- 5.4 Invoices must show: the date of delivery, Order number, any applicable export control classification number, customs tariff codes, delivery address, description of goods/and or services and must be sent to the invoice address specified in the relevant Order. Invoices must be valid VAT invoices.
- 5.5 Our records are decisive in determining the scope of our payment obligations as well as the quantities, measurements and weights of goods delivered, unless you provide incontrovertible evidence to the contrary.





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- 5.6 Unless specifically agreed otherwise in the Contract, and to the extent permitted by law, payment will be due from us within 60 (sixty) days of receipt by us of a validly issued invoice.
- 5.7 We may deduct from the price of the goods and/or services ordered by us any sums due to us or the any of our affiliates under the Contract or any other contract between you with us or any affiliate.
- 5.8 If we fail to make any payment due under this Contract by the due date for such payment then you shall retain your statutory rights as to interest on overdue amounts.

6. Confidentiality and Intellectual Property

- 6.1 You must not disclose to any other person or entity any confidential information belonging to us or our affiliates or any of our customers or suppliers or collaboration partners (including, without limitation, specifications, formulae, manufacturing processes, know-how and any technical or economic information) or use such information for any purpose except for the supply of goods and/or services to us or as expressly authorised in writing by us. You must return to us such information and any copies if requested.
- 6.2 Intellectual property rights in any information, documentation, prototypes or equipment provided by us to you shall remain owned by us or our customers or our suppliers and shall only be used for the sole purpose of supplying goods and/or services to us. If any intellectual property rights are created or generated from such information, documentation, prototypes or equipment or in performing the Contract then such rights and all related data shall be owned by us.
- 6.3 You must not use any of our trademarks (whether registered or unregistered) unless we have given prior express written consent.

7. Termination

- 7.1 We may cancel all or any part of any Order by giving you notice at any time prior to your full performance of the Order and in such an event we will not be liable to pay the price for such goods or services but shall reimburse your reasonable and substantiated costs arising directly from such cancellation, except where such cancellation is as a result of your breach. In the event of cancellation, you will make all reasonable efforts to reduce any costs related to the Order.
- 7.2 We may terminate the Contract: (i) at any time for convenience by providing you with written notice; (ii) immediately if you or your parent company become subject to a bankruptcy or insolvency event or enter into a composition with any of your creditors; or (iii) if you breach the Contract, and, if the breach can be remedied, you fail to remedy such breach within 10 days of receiving written notice of the breach.
- 7.3 Termination of all or part of an Order or the Contract will not prejudice your accrued rights, except where such termination is as a result of your breach.

8. Miscellaneous

- 8.1 Nothing in the Contract shall be construed as creating an employment or agency relationship, partnership, and/or joint venture between you and us. Neither party is granted any right or authority to assume or to create any obligation

or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner.

- 8.2 To the same extent as these apply to us, you shall comply with all relevant legislation, rules, regulations, codes of practice, guidance and statutory requirements that from time to time come into force that relate to prohibitions on child labor, slavery and human trafficking, conflict minerals, anti-competitive behaviour, money laundering, corruption or bribery and/or export controls and/or (trade) sanctions of the UN, EU, The Netherlands, and, insofar consistent, the U.S.A. as well as applicable laws in the EU and The Netherlands on cybersecurity and privacy protection.
- 8.3 You and your directors, employees, agents and sub-contractors must abide by applicable site and safety rules when on our property.
- 8.4 Our rights or remedies under the Contract will not limit any of our other rights or remedies, whether under the Contract or otherwise.
- 8.5 Under no circumstances shall we be liable to you for an amount that exceeds the Contract price.
- 8.6 Parties will not be entitled to transfer or subcontract any of their rights or obligations under the Contract without prior written consent of the other party. Each affiliated company within our group shall have the benefit of the Contract and may purchase goods and/or services pursuant to the terms of the Contract.
- 8.7 Any failure or delay by us to enforce or partially enforce any provision of the Contract will not be a waiver of any of our rights.
- 8.8 If any of your employees transfer to us by operation of applicable law then we may dismiss him/her and you shall indemnify us for all costs arising from such dismissal.
- 8.9 You shall maintain such (product liability and other) insurance policies as are appropriate and adequate having regard to your activities and your obligations and liabilities under this Contract, and you shall provide evidence of such insurance policies upon request.
- 8.11 You must provide us free of charge, any documents, samples, information or goods created or prepared for us by you or your directors, employees, subcontractors and consultants that we request relating to the goods and services supplied by you, all of which must be complete and accurate.

9. Law and Jurisdiction

- 9.1 The laws of The Netherlands govern the Contract, excluding any rule or principle of conflicts of law that may provide otherwise. The United Nations Convention on the International Sale of Goods (CISG) does not apply.
- 9.2 The parties submit to the (non) exclusive jurisdiction of the courts of Oost-Brabant, The Netherlands, it being understood that we reserve the right to bring an action before the courts of your domicile.
- 9.3 The language to be used in any proceedings shall be English.

(end)

