



GENERAL SALES CONDITIONS

Valid as from 15 January 2026

1. Definitions

- 1.1 "we", "us" and "our" means The Protein Brewery B.V. and any of our affiliates from time to time.
- 1.2 "goods" means Fermotein®, our proprietary non-GMO fungal protein-fiber rich biomass as further specified from time to time in our catalogues, quotations or on our website.
- 1.3 Our agreement with you (the "Contract") consists of (i) any "Sales Quotation" (a "Quotation") that we issue to you; (ii) any communication from us to you confirming specification of the goods, quantities, stock reservation and the like, (iii) any duly signed contract which applies to our sale of goods to you; (iv) these General Sales Conditions, (v) any specifications and safety, health and environmental requirements that we agree with you; and/or (vi) a purchase order (an "Order") we receive from 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 If you seek to impose additional terms on our sale(s) to you, including through any acceptance or request of a Quotation from us or by placing an Order, they will not form part of the Contract and are excluded and rejected by these General Sales Conditions.
- 2.2 Unless previously withdrawn, a Quotation is open for acceptance within the longer of (i) the period stated therein or (ii) within one (1) month.

3. Prices & Payment

- 3.1 The price for the goods (the "Price") shall be the price specified in the Quotation and valid for delivery within one (1) month of the date of the Quotation whereafter we may adjust the Price to reflect material changes in costs including procurement pricing, labor costs, governmental charges, shipping costs, and insurance premiums.
- 3.2 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.
- 3.3 Unless otherwise specified in the Quotation, the Price is exclusive of VAT, sales tax or any other applicable taxes, fees or charges, which shall be borne by you.
- 3.4 Unless a specific payment term has been agreed with you in writing, payment of duly raised invoice(s) in accordance with the Contract shall be due no later than thirty (30) days net.
- 3.5 If you fail to make any payment due under a Contract by the due date for such payment, then you shall pay statutory interest on late payment plus collection costs in accordance with applicable law.

4. Your Creditworthiness

- 4.1 In the event of reasonable doubt on our part regarding your ability to pay for the goods, we may postpone delivery and/or require advance payments or security(ies) for payment.

5. Delivery, retention of title and transfer risk and ownership

- 5.1 The delivery date and time we set out in our Quotations are approximate and the delivery term set out by us is not binding unless expressly confirmed by us. Unless agreed otherwise, we shall be entitled to make partial deliveries or deliveries by instalments, and these General Sales Conditions shall apply to each such delivery. We may deliver up to ten (10) per cent above or below the quantities mentioned in our Quotation or stock reservation confirmation in full satisfaction of the Contract and to invoice you in accordance with the quantities actually delivered.
- 5.2 We shall deliver goods to in accordance with the Incoterm referred to in our Quotation (as defined in current Incoterms®). In the event no Incoterm is referenced in our Quotation, we shall deliver goods to you in accordance with FCA (warehouse at Mijenbroek 3B, 4824 AA Breda). Risk and liability of the goods will be transferred to you once the goods have been delivered to you.
- 5.3 We retain ownership of the goods until you have fully paid for the goods. Until such time, you shall keep the goods separate from your (and third party) goods and keep the goods properly stored, protected and insured and identified as our property. You shall, however, in the normal course of business be entitled to sell the goods by way of bona fide sales at market value.

6. Quality and warranty, your remedy

- 6.1 We warrant that the goods we shall deliver (i) conform to specifications referred to in our Quotation or the Contract as the case may be, (ii) are free from defects in material and factory workmanship. This warranty terminates after twenty-four (24) months from the date of delivery of the corresponding goods.
- 6.2 Following delivery in accordance with clauses 5.1 and 5.2, you shall carefully examine the goods and inform us of any defect in or damage to the goods or any other failure in complying with our obligations. Any claims must be notified to us in writing within ten (10) days of delivery of the goods.
- 6.3 The warranty of clause 6.1 is not applicable in the event the goods are (i) improperly used, (ii) user instructions have not been followed, (iii) alterations have been made, or (iv) the defect was caused by any other matter beyond our control occurring after delivery in accordance with clauses 5.1 and 5.2.
- 6.4 You shall not use or otherwise deal with any goods that are the subject of a claim and shall retain such goods for inspection by us or our representatives. You shall not return goods to us, nor destroy such goods, unless we specifically ask you to do so. In such event, the goods shall be accompanied by our original invoice, and with a clear statement of what the complaint is.
- 6.5 The replacement of goods or the issuance of a credit note, at our discretion acting reasonably, shall constitute your sole remedy in the event of our breach of the warranty in clause 6.1 and you shall not be entitled to claim any further compensation from us.
- 6.6 EXCEPT AS SET FORTH ABOVE, WE PROVIDE NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS





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OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR END USE).

7. Liability & Force Majeure

- 7.1 To the extent permitted under mandatory law, our liability to you is limited to direct damages and shall not exceed the Price for the goods.
- 7.2 To the extent permitted under mandatory law, neither of us shall be liable to the other for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of company productivity.
- 7.3 Except for the obligation to make payments when due, neither of us shall be liable for any default arising due to any event beyond the reasonable control of either party or its suppliers, including but not limited to (threat of) war, civil unrest, fire, water damage, flood, strikes, occupation, lock-out, import and export restrictions, governmental measures including those related to pandemics, defects in machinery, disruptions to the supply of energy, and cybercrimes or incidents.
- 7.4 To the extent permitted under mandatory law, and to the extent not caused by our willful intent or negligence, and save for our obligations under 7.5, you will indemnify us against all claims of third parties with respect to the goods supplied by us to you.
- 7.5 We shall indemnify you for any direct damages suffered by you as direct consequence of and only in the event it has been established in court that any of the goods we have supplied to you infringe any intellectual property rights of a third party. It is a condition to this indemnification that you will notify us immediately in writing upon any such claim being received. We shall be given full control to deal with such claim in reasonable consultation with you.
- 7.6 In the event of a recall based on a decision of a competent public authority, you will notify us immediately in writing and we shall be in the lead and fully informed and consulted on any such recall and you shall promptly follow our reasonable instructions.

8. Termination

- 8.1 We may terminate the contract: (i) for convenience by providing you with a written termination 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 ten (10) days of receiving written notice of the breach.
- 8.2 Termination of all or part of the Contract will not prejudice your accrued rights, except where termination is as a result of your breach.

9. Miscellaneous

- 9.1 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.

- 9.2 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.
- 9.3 Nothing in the Contract implies a transfer of our intellectual property rights to you (and vice versa).
- 9.4 We shall be entitled to subcontract any of our obligations under the Contract to bona fide subcontractors without your prior written consent. Each affiliated company within our group shall have the benefit of the Contract and may sell goods pursuant to the terms of the Contract.
- 9.5 Any failure or delay in enforcing or partially enforcing any provision of the Contract will not be a waiver of any of our rights.
- 9.6 The illegality or invalidity of any of these Conditions or any part of a condition shall not affect the legality, validity or enforceability of the remainder of these Conditions or the other parts of such condition as the case may be.
- 9.7 We shall each maintain such insurance policies as are appropriate and adequate having regard to each of our respective activities and obligations and liabilities under the Contract and each of us shall provide insurance certificate(s) on request of the other party.

10. Law and Jurisdiction

- 10.1 The laws of the Netherlands govern the Contract, without regard to conflict of law principles. The United Nations Convention on the International Sale of Goods (CISG) does not apply.
- 10.2 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.
- 10.3 Unless agreed otherwise, the language to be used in any proceedings shall be English.

(end)

