

B&M FOODS, S.L. GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- 1.1. "Terms" means these terms and conditions of purchase.
- 1.2. "B&M" means B&M FOODS, S.L.
- 1.3. "Goods" means any raw materials, ingredients, finished products, and other goods purchased by B&M.
- 1.4. "Supplier" means the supplier of the Goods.
- 1.5. "Contract" means the contract between B&M and the Supplier, for the sale and purchase of the Goods in accordance with these Terms.
- 1.6. "Order / Purchase Order" means the request made by Supplier for the purchase of the Goods.
- 1.7. "Force Majeure" means any event or circumstance beyond the control of the parties, which could not reasonably be foreseen at the time of the conclusion of the Contract and which could not reasonably be overcome or avoided.

2. APPLICATION

- 2.1. These Terms apply to the purchases made by B&M, company registered in Spain under No. B66643818, engaged in the sale of the Goods, from any Supplier.
- 2.2. These Terms shall apply to all Contracts and shall prevail over any terms and conditions contained or referred to in any communication from the Supplier or implied by trade, custom or practice or course of dealing. Other terms and conditions that the Supplier seeks to impose or incorporate are expressly rejected by B&M.
- 2.3. Deviations from these terms and conditions will only be valid in so far as they have been explicitly accepted in writing by B&M.

3. ORDERS AND CONTRACTS

- 3.1. B&M agrees to purchase, and the Supplier agrees to supply such Goods as are set out in a Purchase Order placed by B&M and accepted by the Supplier.

3.2. By placing an Order with B&M the Buyer is offering to purchase the Goods in accordance with these Terms.

3.3. An Order shall only be deemed to be accepted and the Contract shall only be concluded upon the Supplier accepts the Order from B&M.

3.4. If the Supplier does not expressly accept the Purchase Order placed by B&M within two (2) working days, B&M shall not consider the Purchase Order accepted by the Supplier.

3.5. Purchase Orders cannot be cancelled total or partially, or modified, without B&M written acceptance.

3.6. B&M may cancel an order by written notice to the Supplier at any time prior to the order being accepted (or deemed accepted) in accordance with clause 3.3.

3.7. If, for any reason, the Supplier is unable to supply B&M with the Goods foreseen in the Purchase Order, after the Purchase Order has been accepted by the Supplier, B&M shall be entitled to claim damages.

4. DELIVERY AND RISKS

4.1. All delivery clauses shall be interpreted in accordance with the latest version of INCOTERMS.

4.2. The risk of loss of and/or damage to the Goods shall not be passed to B&M before delivery. In particular, such risk shall pass to B&M upon completion of delivery.

4.3. Delivery shall be deemed to have taken place at the time when loading of the Goods at B&M's premises has been completed.

4.4. It is the sole responsibility of the Supplier to ensure that delivery can take place in accordance with local rules applicable in the jurisdiction where delivery is set to take place, including permits, licenses, and taxation rules. The Supplier shall ensure that all necessary documents are acquired according to standards prior to delivery. B&M shall have no liability for the lack of such documents.

4.5. The Supplier is liable for any damages, losses, costs, expenses, or penalties suffered or incurred due to the circumstances set out in clause 4.3.

4.6. The time of delivery shall be stated in the Contract and shall mean the time when the Goods must be delivered at the point of delivery. Time of delivery is of essence, so the date of delivery agreed by the parties shall be binding.

4.7. The ordered quantity of the Goods must be strictly observed. Partial delivery is subject to prior written consent from B&M. If the Supplier has not obtained such consent, B&M may reject the delivery in its entirety and cancel the Contract.

4.8. The Supplier must inform B&M immediately of any actual or suspected delay. If the time of delivery is not met, B&M may, at its discretion, cancel the Contract. A cancellation will exempt B&M from any obligation to pay any consideration, compensation, or damages to the Supplier as a result of the cancellation.

4.9. The Supplier is liable and shall indemnify B&M for any damages, losses, costs, expenses, or penalties suffered or incurred by B&M due to the late delivery of the Goods.

5. FORCE MAJEURE

5.1. In the event of Force Majeure, the Supplier shall not be entitled to cancel or postpone a delivery or a part of a delivery for any period of time, without this being considered as a breach of these Terms.

5.2. Force majeure includes, without limitation, acts of god, war, riot, civil commotion, malicious damage, acts of terrorism, compliance with any law, governmental or quasi-governmental order, regulation, direction or any overriding emergency procedures, accident, fire, flood, restrictions of currency and other financial restrictions, import or export bans, sanctions implemented by or towards governments, operational failure as well as third party failure or shutdown of production or other

operations, natural disasters (e.g. earthquakes, storm, comprising floods, volcanic eruptions, waterspouts) and strikes or any industrial action or an outbreak of epidemic and pandemic.

6. PASSING OF TITLE AND OWNERSHIP

6.1. Legal title to and ownership of the Goods will transfer to B&M upon delivery of the Products.

7. PRICES AND TERMS OF PAYMENT

7.1. The purchase price payable by B&M shall be set out in the Contract without any supplements or charges. Concretely, the price for the Goods excludes amounts in respect of value added tax (VAT), if applicable, but shall include all other costs and charges directly or indirectly incurred by the Supplier for the delivery of the Goods.

7.2. The price set out in the Purchase Confirmation includes packaging costs and costs to be incurred by the Supplier under the agreed delivery terms.

7.3. The Supplier may invoice B&M only after the completion of delivery of the Goods.

7.4. Terms of payment will be as set out in the Contract. If no payment terms have been agreed, B&M will pay for the Goods no later than 60 days from date of invoice.

7.5. B&M shall be entitled to retain or set-off any payment against any actual or potential claim against the Supplier.

8. QUALITY OF THE GOODS

8.1. The quality of the goods shall be in accordance with the terms of the Contract between the parties.

8.2. The Supplier warrants that the Goods upon delivery will (i) conform to the product specifications set out in the Contract; (ii) be of general, good merchantability and fit for the purpose intended; (iii) be fit for human consumption and satisfy any applicable health food and safety regulations; (iv) comply with and be processed under compliance with the applicable industry norms and standards; (v) comply strictly with B&M requirements, including minimum shelf life, and (vi) be free from any defects and errors in workmanship.

8.3. Despite the agreed INCOTERMS in the purchase order or in these terms, and despite transfer of risk, the Supplier warrants that the Supplier holds and during transportation continuous to hold any applicable authorizations, including but not limited to import certificates, export certificates, health certificates and food certificates to ensure that the Goods can enter into the end jurisdiction.

9. DEFECTS

9.1. B&M is under no obligation to inspect the Goods on delivery. The Supplier understands and acknowledges that Goods sold and delivered to B&M will be resold by B&M to third party and that it will not be possible for B&M to perform a physical inspection of the Goods on delivery. Consequently, any notice of a defect received by B&M from its end-customer shall be considered timely notice to the Supplier provided B&M has forwarded the complaint to the Supplier no later than 30 business days from date of receipt of that notice.

9.2. If the Goods delivered to B&M do not comply fully with the Contract and these Terms, B&M may exercise any one (or more) of the following remedies, without prejudice to any other rights or remedies available under the applicable law:

- a) reject the Goods in whole or in part and claim repayment of the purchase price paid;
- b) reject the Goods and require the Supplier to replace the Goods at no costs to B&M;
- c) carry out replacement purchases and claim the full cost of repurchase from the Supplier;
- d) terminate the purchase order, and -if applicable- any pending purchase orders made under the Contract;
- e) and claim indemnification for any costs, losses, damages, and expenses suffered or incurred by B&M.

10. PRODUCT LIABILITY

10.1. The Supplier shall keep B&M indemnified from and against all liabilities, costs, expenses, damages, contractual penalties, and losses suffered or incurred by B&M because of any product liability damage caused by the Goods.

10.2. The Supplier shall not voluntarily initiate any re-call of the Goods without prior written consent of B&M.

10.3. In the event of an actual or threatened product recall due a defect in the Goods then the Supplier shall provide all necessary assistance to B&M. The Supplier shall immediately notify B&M about an actual or threatened product recall and shall not publish information about an actual or planned recall of the Goods, unless this is done in accordance with applicable, mandatory legislation, or as instructed by B&M.

11. DATA PROTECTION

11.1. The Supplier shall comply with all applicable data protection laws.

12. ANTI-BRIBERY AND CORRUPTION

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

13. PROHIBITION AGAINST SLAVERY AND CHILD LABOR

13.1. The Supplier warrants that it is not and has never been directly or indirectly connected to any instance of child labor or slavery or child labor.

13.2. B&M shall at all-times be entitled to cancel any Contract if a Supplier is deemed to be or have been involved in slavery or child labor.

14. SANCTIONS

14.1. The Supplier guarantees that its not subject to any sanction laws imposed by any government which prohibits or renders unlawful the performance of the Contract.

14.2. If B&M becomes aware that there is reason to suspect that the Supplier has been imposed any sanction, B&M shall be entitled in its sole discretion to terminate the Contract. In the event of such termination, the Supplier shall be liable for any losses suffered for this reason.

15. CONFIDENTIALITY

15.1. All information disclosed in connection with a purchase or an intended purchase shall be considered confidential to the Supplier and may not be shared by the Supplier with anyone.

16. LAW AND VENUE

16.1. The purchase of the Goods shall be governed by Spanish law, without regard to its conflict of law rules.

16.2. Any dispute arising out of or in connection with the application of these Terms and/or the supply of Goods to B&M shall be finally settled by the competent courts of Barcelona.

16.3. Notwithstanding clause 16.2 B&M is entitled, at its sole discretion, to bring any dispute with the Supplier before the competent courts in the country where the Supplier has its registered office.

16.4. Failure by B&M to exercise or enforce any rights under these Terms shall not be deemed to be a waiver of any such right, nor to be a bar to exercise or enforcement thereof at any time or times thereafter.

17 TERMINATION IN CASE OF INSOLVENCY OR MATERIAL CHANGE

17.1. B&M shall be entitled to terminate any Contract for purchase if the Supplier becomes insolvent or if bankruptcy or insolvency proceedings are commenced in respect of the Seller.

17.2. B&M shall also be entitled to terminate any Contract for purchase, in its sole discretion, if there is a material adverse change to the circumstances regarding the Order.