

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

1. DEFINITIONS

- 1.1. "Terms" means these terms and conditions of sale.
- 1.2. "B&M" means B&M FOODS, S.L.
- 1.3. "Goods" means any raw materials, ingredients, finished products, and other goods sold by B&M.
- 1.4. "Buyer" means the purchaser of the Goods.
- 1.5. "Contract" means the contract between B&M and the Buyer, for the sale and purchase of the Goods in accordance with these Terms.
- 1.6. "Order / Purchase Order" means the request made by the Buyer 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 sales made by B&M, company registered in Spain under No. B66643818, engaged in the sale of the Goods, from any Buyer.
- 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 Buyer or implied by trade, custom or practice or course of dealing. Other terms and conditions that the Buyer 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. By placing an Order with B&M the Buyer is offering to purchase the Goods in accordance with these Terms.

3.2. An Order shall only be deemed to be accepted and the Contract shall only be concluded and binding on B&M upon B&M's written confirmation of the order to the Buyer.

3.3. If B&M does not expressly accept the Purchase Order placed by the Buyer within fifteen (15) working days, the Buyer shall not consider the Purchase Order accepted by B&M.

3.4. The Buyer is responsible for ensuring that the terms of any Purchase Order are complete and accurate.

3.5. Purchase Orders cannot be cancelled total or partially, or modified after B&M confirmation, without B&M written acceptance. Cancellation shall imply Buyer's obligation to pay the total price.

3.6. In the event of Order cancellation, B&M shall be entitled to keep any down payment received, as compensation for damages, notwithstanding any other action it may be entitled to.

3.7. B&M shall be entitled to reject any order modification requested by Buyer after the execution of the order. Any modification of a purchase order in quantity or quality after B&M acceptance may imply an increase of prices and an extension of delivery time.

3.8. If B&M is unable to supply the Buyer with the goods for any reason, B&M will inform the Buyer of this circumstance and will not continue to process the Order. If the Buyer has already paid for the Goods, B&M will refund the full amount.

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 be passed to the Buyer upon departure of the Goods from B&M's premises.

4.3. It is the sole responsibility of the Buyer to ensure that sale 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 Buyer 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.

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

4.5. The time of delivery shall be stated in the Contract and shall mean the time when the Goods must be received by the Buyer at the point of delivery. The date of delivery should be considered an approximated date of delivery.

4.6. The Buyer must inform B&M immediately of any actual or suspected delay in receipt of the Goods. If the time of receipt is not met, B&M may, at its discretion, cancel the Contract. The cancellation will implicate the obligation of the Buyer to pay any consideration, compensation, or damages to B&M because of the cancellation.

4.7. The Buyer is liable and shall indemnify B&M for any damages, losses, costs, expenses, or penalties suffered or incurred due to the late receipt of the Goods.

5. FORCE MAJEURE

5.1. B&M shall not incur liability for any delay in or non-performance of its contractual obligations caused by Force Majeure, including, 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. The Goods shall remain with B&M until the purchase price has been paid in full by the Buyer.

6.2. Legal title to and ownership of the Goods will transfer to the Buyer upon delivery of the products after the Buyer has paid the price in full.

6.3. B&M shall be entitled to exercise any action to protect his rights, even if products are in the possession of any third party.

6.4. Any breach of its payment obligation by Buyer shall enable B&M to recover possession of the products at Buyer's costs.

7. PRICES AND TERMS OF PAYMENT

7.1. The purchase price payable by the Buyer shall be set out in the Contract. The purchase price shall be paid to B&M without set-off or deduction of any kind, and may include amounts for value added tax (VAT), or other concepts, if applicable.

7.2. The price set out in the Order Confirmation may include packaging costs and costs to be incurred by B&M under the agreed delivery terms.

7.3. Price does not include the cost of obtaining any import license, authorization or document requested for import clearance in the country of destination, or any extra costs arising out restrictions of the delivery place, the need of a logistic platform or cold storage prior to the delivery place, or detention and demurrage costs in the country of destination.

7.4. Terms of payment will be as set out in the Contract. If no payment terms have been agreed, the following shall apply:

a) B&M may invoice the Buyer at any time after acceptance of the Purchase Order.

b) The Buyer will pay for the Goods no later than 5 days from date of invoice or at earlier if required by applicable mandatory law.

7.5. B&M shall be entitled to charge interest on any delayed payment.

8. DEFECTS

8.1. The Buyer is obligated to visually inspect the Goods upon receipt. Visually detectable defects shall be notified to B&M immediately and under no circumstance more than 24 hours after receipt. Failure to give notice within this deadline shall result in the claim being waived and barred. The notice shall include a comprehensive description of the defect and be supported by documentation thereof.

8.2. In the event of defects which are not visually detectable, the Buyer shall notify B&M as soon as possible and under no circumstance more than 3 days after receipt. Failure to give notice within this deadline shall result in the claim being waived and barred. The notice shall include a comprehensive description of the defect and be supported by documentation thereof.

8.3. In the event of any alleged defect, the Buyer shall keep the Goods and allow for the Goods to be surveyed by B&M and/or B&M's insurers. Under no circumstance shall the Buyer destroy any alleged non-conforming product without prior notice to B&M.

8.4. Should the claim be admitted, B&M shall notify its acceptance to Buyer and shall choose, at its discretion, either to replace the non-conforming product or to balance its price against further purchase orders by Buyer.

8.5. Lack of answer by B&M within the term expressed above shall be deemed as a rejection of Buyer claim. Any costs resulting from analysis or essays to ascertain if non-conformity exists, shall be paid by B&M should the result show product non-conformity and by Buyer if its conforming.

9. LIMITATION OF LIABILITY

9.1. B&M shall not be liable for any loss caused by the delay on the reception of the Goods.

9.2. The Buyer shall indemnify B&M for any claims brought by third parties against B&M as a result of or in connection with any sale made by B&M to the Buyer.

9.3. B&M shall not be liable from product consumption after the warranty period, from the inobservance of security measures during handling by Buyer, the product modification, incidental damages or because of any breach of the cold chain at any stage of the supply chain or storage that happen after the delivery by B&M, or other circumstances attributable to the Buyer.

10. DATA PROTECTION

10.1. The Buyer shall comply with all applicable data protection laws.

11. ANTI-BRIBERY AND CORRUPTION

11.1. The Buyer 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.

12. PROHIBITION AGAINST SLAVERY AND CHILD LABOR

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

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

13. ANTI-MONEY LAUNDERING

13.1. B&M shall be entitled to reject any payment which is deemed to be contrary to anti-money laundering rules. If this occurs, the purchase price shall be deemed to remain outstanding, and B&M shall be entitled to terminate the relationship between the parties.

14. SANCTIONS

14.1. The Buyer guarantees that it is 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 Buyer 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 Buyer shall be liable for any losses suffered for this reason.

15. CONFIDENTIALITY

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

16. LAW AND VENUE

16.1. The sale 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 by 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 Buyer before the competent courts in the country where the Buyer 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 Buyer becomes insolvent or if bankruptcy or insolvency proceedings are commenced in respect of the Buyer.

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