

## ESSENTIA PROTEIN SOLUTIONS LTD: GENERAL CONDITIONS OF PURCHASE

### 1. APPLICATION

The General Conditions of Purchase below are applicable to all contracts entered into or all orders placed by Essentia Protein Solutions Ltd (hereinafter called "Essentia Protein Solutions") with the supplier (hereinafter called "Supplier"), unless otherwise expressly agreed.

### 2. CONCLUSION OF A BINDING AGREEMENT

An order shall only be binding upon Essentia Protein Solutions if it is in writing and has been confirmed and signed by Essentia Protein Solutions in writing. By confirming or executing orders, the Supplier accepts Essentia Protein Solutions' General Conditions of Purchase. Any conditions of the Supplier, e.g. the Supplier's sales terms that do not comply with Essentia Protein Solutions' General Conditions of Purchase, shall not be binding, even though such conditions have not been explicitly rejected by Essentia Protein Solutions. These General Conditions of Purchase override any contradicting conditions provided by the Supplier.

Essentia Protein Solutions' taking delivery of goods shall not be interpreted as Essentia Protein Solutions' implied acceptance of any deviating terms of delivery.

### 3. TIME AND PLACE OF DELIVERY AND TRANSPORT

The place of delivery is the delivery address stated in the purchase confirmation. The time of delivery specified by Essentia Protein Solutions is fixed and shall be strictly observed. Essentia Protein Solutions does not accept early delivery and may reject such delivery. The Supplier must immediately inform Essentia Protein Solutions of any anticipated delay:

(a) any delay of delivery entitles Essentia Protein Solutions to cancel the order and Essentia Protein Solutions is exempt from paying any consideration;

(b) Essentia Protein Solutions is entitled to claim damages for its direct and indirect losses suffered following the delay including

compensation paid to Essentia Protein Solutions' customers due to the delay.

If Essentia Protein Solutions fixes a new time of delivery, this is deemed the agreed delivery date and implies that any deviation from such time of delivery shall be deemed a material breach. The Incoterms 2020 conditions (as stated in the purchase confirmation) apply with respect to transport, costs of transport and passing of the risk.

### 4. DEVIATION IN QUANTITIES

Deviations in quantities of up to +/- 5% shall be deemed acceptable. Deviations of more than +/- 5% shall be deemed unacceptable and shall entitle Essentia Protein Solutions to cancel the order and/or claim damages.

Even if the quantity delivered is less than -5% of the agreed quantity, the Supplier acknowledges and accepts that Essentia Protein Solutions is always entitled to compensation for any extra transport expenses imposed on Essentia Protein Solutions because of the shortfall of quantity.

### 5. QUALITY REQUIREMENTS

The goods supplied by the Supplier shall be of satisfactory quality and fit for the purpose according to the purchase confirmation. The Supplier shall be responsible for supplying goods that meet the quality, veterinary and other requirements and standards of both the country of origin, the country of production and the country of destination. In the event of disagreement among such requirements and standards, the strictest requirements and standards shall apply. The Supplier must ensure that the goods supplied are not in any way restricted from being sold in the country of destination.

The Supplier shall be responsible for ensuring that the necessary official certificates, e.g. veterinary certificates, are issued for the goods, also in the event of transiting of the goods.

### 6. WARRANTY

Essentia Protein Solutions Ltd

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The Supplier warrants that the goods supplied (i) will be of general good merchantable quality, (ii) will be free from defects and errors, (iii) comply with applicable industry norms and standards, including applicable health and safety regulations, and (iv) strictly meet the requirements specified by Essentia Protein Solutions. If the goods deviate from the standards as previously described, Essentia Protein Solutions is entitled, at its discretion, to cancel the order or demand replacement delivery immediately. In this event, Essentia Protein Solutions will not be held accountable for any expenses to the Supplier, nor will Essentia Protein Solutions contribute to the seller's costs or expenses as may be required in order to fulfil the requirements of this section. Essentia Protein Solutions is entitled to claim damages for any direct or indirect losses caused by the defect, including, but not limited to, reimbursement for product recall, cf. section 7. Essentia Protein Solutions accepts no limitation of the Supplier's liability in the event of delivery of defective goods.

The Supplier acknowledges that it is not practically possible for Essentia Protein Solutions to inspect the goods upon delivery. Accordingly, a complaint from Essentia Protein Solutions shall be deemed timely if made within reasonable time after Essentia Protein Solutions became aware of the defect.

#### **7. PRODUCT RECALL**

In the event Essentia Protein Solutions or one of its customers performs a recall of the goods, or of products containing the goods and the recall is required due to a defect in or noncompliance of the goods, the Supplier shall reimburse Essentia Protein Solutions' direct and indirect losses, costs, including but not limited to, notification costs, return costs, cost of field recall, freight, and rework incurred in effecting any product recall.

#### **8. PRODUCT LIABILITY**

The Supplier warrants, without any limitation in terms of time, that the goods do not suffer from any defects that may cause damage or injuries. The Supplier shall indemnify and hold Essentia

Protein Solutions harmless against any product liability claims from its customers, distributors or other third party arising from any such goods delivered by the Supplier as well as any legal cost of such action. Essentia Protein Solutions will permit the Supplier to assume or participate in the defence of such liability claim at the Supplier's expense. The Supplier must co-operate with Essentia Protein Solutions in such defence when requested to do so. The Supplier shall indemnify and hold Essentia Protein Solutions harmless against any product liability claims from its customers, distributors or other third party arising from any such goods delivered by the Supplier as well as any legal cost of such action. Essentia Protein Solutions will permit the Supplier to assume or participate in the defence of such liability claim at the Supplier's expense. The Supplier must co-operate with Essentia Protein Solutions in such defence when requested to do so.

#### **9. DISPATCH**

If the Supplier does not comply with the shipping instructions issued by Essentia Protein Solutions, the Supplier will be liable for any additional transport costs and other losses or damages arising to Essentia Protein Solutions as a result of the Supplier's noncompliance.

#### **10. CANCELLATION**

The purchase confirmation from Essentia Protein Solutions is issued subject to no circumstances arising in the country of destination and/or origin prior to passing of the risk to Essentia Protein Solutions - regardless of the nature of such circumstances, for example veterinary, legal, economic or political circumstances - that partly or totally prevent the import of the goods into the country, or the export from the country of origin. If Essentia Protein Solutions, due to such circumstances, is unable to import or export the goods as intended, Essentia Protein Solutions has the right to renegotiate and/or cancel the order.

#### **11. EXPORT REFUNDS**

If Essentia Protein Solutions or others are entitled to export refunds from the EU in relation to the goods supplied, as stated in Essentia Protein Solutions' purchase confirmation or otherwise, the Supplier will be responsible for ensuring that Essentia Protein Solutions receives, well in advance of any deadlines in EU or national legislation, all required documentation in relation to the export of the goods to the country of destination (including without limitation all documents related to the customs clearing within 1 month of the goods crossing the border of the country of destination) to enable payment of the EU export refunds. The Supplier warrants that all conditions related to the import to the country of destination and subsequent use and further circulation of the goods under applicable EU or national legislation for entitlement to export refunds are adhered to. The Supplier will at its own cost assist Essentia Protein Solutions in relation to any investigations or request for further documentation from EU or national authorities related to the goods. The Supplier will indemnify and hold Essentia Protein Solutions harmless from any damages, claims, sanctions (including penalties or reimbursements), costs or expense (including reasonable fees for attorneys and other professionals to settle any claim in or out of court) arising out of the Supplier's failure to fulfil its obligations in relation to the goods.

## **12. ASSIGNMENT AND OTHER DEALINGS**

Essentia Protein Solutions may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these General Conditions of Purchase. The Supplier may not assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations without the prior written consent of Essentia Protein Solutions.

## **13. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with these General Conditions of Purchase or its subject matter or formation.