

Terms and Conditions – Purchase

GENERAL TERMS AND CONDITIONS OF PURCHASE – ATLAS FOOD A/S

1. INTRODUCTION

1.1 These General Terms and Conditions of Purchase (“**Terms**”) shall apply to the orders placed and purchases made by Atlas Food A/S, of raw materials, ingredients, finished products and other goods and/or services (collectively “**Goods**”) from an approved supplier (“**Supplier**”).

1.2 These Terms shall apply to the exclusion of the Supplier’s deviating, conflicting or additional standard terms and conditions of sales which the Supplier may include in any sales offer, acceptance of offer of purchase, confirmation of order, notice or other document or communication.

1.3 Any deviation from and/or addition to these Terms must be agreed in writing between Atlas Food A/S and the Supplier.

2. AGREEMENT

2.1 Atlas Food A/S agrees to purchase, and the Supplier agrees to supply such Goods as are set out in a purchase order placed by Atlas Food A/S and accepted by the Supplier (“**Agreement**”). A purchase order will be deemed accepted by the Supplier once the Supplier confirms the order or delivers the Goods. An Agreement will be performed on the basis of the purchase order and these Terms.

2.2 If the Supplier does not accept the purchase order placed by Atlas Food A/S within two (2) working days, Atlas Food A/S will consider the purchase order accepted by the Supplier in full and on the terms stipulated therein, including delivery time and price.

3. DELIVERY AND PASSING OF RISK

3.1 The risk of loss of and/or damage to the Goods shall pass to Atlas Food A/S upon delivery in accordance with the agreed INCOTERMS clause. The interpretation of the delivery term shall be in accordance with the, then, current edition of INCOTERMS at the time when the Agreement is confirmed.

3.2 The time of delivery is set out in the Agreement and means the time when the Goods must be delivered at the point of delivery. Time of delivery is of essence.

3.3 The ordered quantity of the Goods must be strictly observed. Partial delivery is subject to prior written consent from Atlas Food A/S. If the Supplier has not obtained such consent, Atlas Food A/S may reject the delivery in its entirety and cancel the Agreement **without any liability**.

3.4 The Supplier must inform Atlas Food A/S immediately of any actual or suspected delay. If the time of delivery is not met, Atlas Food A/S may, at its discretion, cancel the Agreement. A cancellation will exempt Atlas Food A/S from any obligation to pay any consideration, compensation, or damages to the Supplier as a result of the cancellation.

4. RETENTION OF TITLE

4.1 Legal title to and ownership of the Goods will transfer to Atlas Food A/S upon delivery of the Goods.

5. PRICES AND PAYMENT

5.1 The purchase price payable by Atlas Food A/S is set out in the Agreement without any supplements or charges.

5.2 The Supplier may invoice Atlas Food A/S only after the completion of delivery of the Goods.

5.4 Terms of payment will be as mentioned in the Agreement. If no payment terms have been agreed, Atlas Food A/S will pay for the Goods no later than 60 days from date of invoice, or at earlier if required by applicable mandatory law.

5.5 Atlas Food A/S shall be entitled to retain any payment against any actual or potential claim against the Supplier.

6. QUALITY OF THE GOODS

6.1 The Supplier warrants that the Goods upon delivery will (i) conform to the product specifications set out in the Agreement; (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 Atlas Food A/S's requirements, including minimum shelf life, and (vi) be free from any defects and errors in workmanship.

6.2 Despite the agreed INCOTERMS in the purchase order 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.

7. DEFECTS AND NOTIFICATION

7.1 Atlas Food A/S is under no obligation to inspect the Goods on delivery. The Supplier understands and acknowledges that Goods sold and delivered to Atlas Food A/S will be resold by Atlas Food A/S to third party and that it will not be practicable possible for Atlas Food A/S to perform a physical inspection of the Goods on delivery. Consequently, any written notice of a defect received by Atlas Food A/S from its end-customer shall be considered timely notice to the Supplier provided Atlas Food A/S has forwarded the complaint to the Supplier no later than 14 business days from date of receipt.

7.2 If the Goods delivered to Atlas Food A/S do not comply fully with the Agreement and these Terms, Atlas Food A/S 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 Atlas Food A/S;
- 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 Agreement; and

e) claim indemnification for any costs, losses, damages, and expenses suffered or incurred by Atlas Food A/S

8. LIABILITY

8.1 The Supplier shall keep Atlas Food A/S indemnified from and against all liabilities, costs, expenses, damages, contractual penalties, and losses suffered or incurred by Atlas Food A/S because of any product liability damage caused by the Goods.

8.2 The Supplier shall not voluntarily initiate any recall of the Goods without prior written consent of Atlas Food A/S.

8.3 In the event of an actual or threatened product recall due to a defect in the Goods then the Supplier shall provide all necessary assistance to Atlas Food A/S. The Supplier shall immediately notify Atlas Food A/S 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 Atlas Food A/S.

8.4 Atlas Food A/S shall not incur liability to the Buyer for any delay in or non-performance of its contractual obligations caused by any event or circumstance beyond its reasonable control including, without limitation, acts of god, war, riot, civil commotion, malicious damage, compliance with any law, governmental order, regulation, direction or any overriding emergency procedures, accident, fire, flood, storm, and strikes or any industrial action or an outbreak of epidemic and pandemic (for humans and/or animals) ("**Force Majeure**") that it could not reasonable have foreseen at the time of conclusion of the Agreement and that it could not reasonably have overcome or avoided.

9. ANTI-BRIBERY AND CORRUPTION

9.1 The Supplier shall not, directly or indirectly, on behalf of Atlas Food A/S, 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 Foreign Corrupt Practices Act, UK Bribery Act 2020, and any similar laws, rules and regulations relation to anti-bribery and corruption.

10. APPLICABLE LAW

10.1 Any dispute arising out of the Parties' agreement on purchase, including these Terms and Conditions and questions of product liability shall be governed by and construed in accordance with Danish law, excluding the conflict of laws principles. The Convention on the International Sale of Goods shall not apply.

10.2 The parties submit to the exclusive jurisdiction of The Maritime and Commercial High Court in Copenhagen, Denmark.

10.3 Atlas Food A/S 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. Further, the Supplier

accepts that a dispute can be settled at the same forum/court as a dispute between Atlas Food A/S and Atlas Food A/S' customer.

11. CONFIDENTIALITY

11.1 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.

11.2 Atlas Food A/S shall be entitled to disclose specific information including, but not limited to, corporate documents, permits, and test results, which Atlas Food A/S receives from the Supplier to other parties for the purpose of sourcing the goods, or for any other purpose which Atlas Food A/S deems relevant.