

DANEPORK A/S GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Sale and Delivery ("Terms") shall apply to all offers, order confirmations, sales and deliveries of goods ("Goods") from DanePork A/S, a company registered in Denmark under the Danish Business Registration no. 13222495 (CVR) to a purchaser having ordered and/or taken delivery of the Goods ("Buyer").
- 1.2 These Terms shall apply to the exclusion of the Buyer's deviating, conflicting or additional standard terms and conditions of purchase which the Buyer may include in any order, confirmation of order, notice or other document or communication. These Terms shall take precedence, even in case DanePork A/S fails to object to such conflicting provisions.
- 1.3 Any amendment to these Terms must be agreed in writing between DanePork A/S and the Buyer.

2. CONCLUSION OF AN AGREEMENT

- 2.1 DanePork A/S agrees to supply, and the Buyer agrees to purchase such Goods as are set out in a purchase order placed by the Buyer and accepted by DanePork A/S or as are referred to in an order confirmation provided by DanePork A/S (the "Agreement"). An Agreement will be performed based on these Terms.
- 2.2 An order placed by the Buyer shall only be binding on DanePork A/S if the order is accepted in writing by DanePork A/S or upon DanePork A/S' performance thereof. DanePork A/S is entitled to refuse to accept an order placed by the Buyer at DanePork A/S' discretion.
- 2.3 The Buyer shall object in writing no later than 2 (two) working days from receipt of DanePork A/S' acceptance of an order and/or order confirmation in the event the acceptance or confirmation includes additional or different terms and if the Buyer does not so object, the terms of the Agreement are the terms

of the order and/or order confirmation with the modifications contained therein.

2.4 DanePork A/S has a right to accept or reject an order placed by the Buyer within 1 (one) week of its receipt ("Acceptance Period"). In case DanePork A/S has not accepted or performed an order within the Acceptance Period such order shall be deemed rejected by DanePork A/S.

2.5 The Buyer shall not during the Acceptance Period be entitled to cancel or reduce its volume requirement under an order placed by the Buyer unless accepted by DanePork A/S in writing.

3. DELIVERY, PASSING OF RISK AND COSTS

3.1 The risk of loss of and/or damage to the Goods shall pass to the Buyer 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 performed. Unless otherwise agreed in writing, all deliveries shall be made according to the EXW (Ex Works) delivery clause at the address in Denmark stipulated by DanePork A/S.

3.2 Any date(s) quoted by DanePork A/S for delivery or set out in an order confirmation are estimates only. If the Goods are not available for delivery DanePork A/S is entitled to make substitute delivery with equivalent products in their place.

3.3 Unless otherwise agreed, Danepork A/S shall be permitted to perform partial deliveries of the Goods.

3.4 In such case as in clauses 3.2 and 3.3 the Buyer shall not be entitled to terminate the Agreement and/or claim compensation.

3.5 In the event that the Buyer refuses to take timely delivery of the Goods DanePork A/S reserves the right to cancel the Agreement and dispose of the Goods for the risk and account of the Buyer.

4. RETENTION OF TITLE

4.1 Legal title to and ownership of the Goods shall not pass from DanePork A/S to the Buyer until DanePork A/S has received in full all sums due from the Buyer.

4.2 The Buyer shall have the right to resell and/or process the Goods as part of the normal conduct of its business, unless and until any event occurs or proceedings are taken with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent to any of the events mentioned in clause 6.5.

5. PRICES

5.1 Unless otherwise agreed in writing, all prices quoted by DanePork A/S are exclusive of any applicable sales tax, value added tax or equivalent tax ("VAT") which shall be invoiced and paid in addition to the price of the Goods.

5.2 Unless otherwise agreed upon in writing, all prices are including packaging, which under normal conditions are required to protect the Goods until delivery has taken place.

5.3 DanePork A/S reserves the right to increase the price of the Goods in the event of documented changes in taxes, tariff rates, import/export duties, currency exchange rates, freight charges or other external costs outside its control.

6. TERMS OF PAYMENT

6.1 Unless otherwise agreed in the order confirmation, the Buyer shall make payment for the Goods in full and cleared funds to the bank account nominated by DanePork A/S no later than 21 (twenty-one) days after invoice date.

6.2 The Buyer shall make all payments due without any deduction by way of set-off or counterclaim.

6.3 If the Buyer fails to make a payment due under these Terms then, without limiting any other rights or remedies of DanePork A/S, DanePork A/S shall have the right to suspend further deliveries of Goods until all outstanding amounts are paid in full. Furthermore, DanePork A/S may claim interest on the overdue amount with 2% per month entered into, from the due date until actual payment of the overdue amount.

6.4 Notwithstanding any credit granted to the Buyer, prior to delivery of the Goods DanePork A/S is entitled, at its discretion, to require that Buyer makes cash payment for the Goods by prepayment of invoice or by CAD. Failing this DanePork A/S shall be entitled to cancel the Agreement and suspend further deliveries.

6.5 Notwithstanding any credit granted to the Buyer payment of all sums shall become due immediately (i) if any sum (whether in respect of the Goods or otherwise) is not paid to DanePork A/S on or before the date when it is due; and/or (ii) if the Buyer applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors; or does or fails to do anything which would entitle a petition for a bankruptcy order of the whole or any part of the Buyer's assets; or which would entitle any person to present a petition for an administration order or the winding up of the Buyer.

7. DELAY

7.1 DanePork A/S continuously endeavours to make delivery at the agreed time. In the event that DanePork A/S has not made delivery at the agreed time of delivery, and the delay is not attributable to (i) force majeure or (ii) circumstances for which the Buyer is responsible, the Buyer shall not be entitled to terminate the Agreement and/or claim compensation for any damages or lost profits, but be entitled to fix a final reasonable period of time within which delivery shall be made, which period of time shall not be less than three weeks.

7.2 If DanePork A/S does not make delivery within the final reasonable time fixed by the Buyer, the Buyer may terminate the Agreement by written notice to DanePork A/S with respect to the delayed part of the Goods. Termination of an Agreement on successive delivery is only binding in regard to that part of the Goods, which have not yet been delivered.

7.3 DanePork A/S' liability to pay damages as a result of delay shall be limited to an amount which is equal to 50% of the purchase price of the delayed Goods.

8. DEFECTS AND NON-CONFORMITY AND DUTY OF INSPECTION AND NOTIFICATION OF CLAIMS

8.1 DanePork A/S represents that the Goods upon delivery conform to the product specifications provided by DanePork A/S, conform to all relevant mandatory Danish laws and EU rules and regulations and are of good merchantability. No other implied warranty or representation is provided in respect of the Goods, including for their fitness for a specific purpose or the compliance of the Goods with any requirements of statutes, administrative rules, and regulations applicable in the country of delivery and/or destination relating to the import, use, marketing, distribution and/or sale of the Goods by the Buyer and the Buyer assumes this liability.

- 8.2 Duty of inspection: The Buyer must immediately upon receipt inspect the Goods for defects and lack of conformity without undue delay.
- 8.3 Duty of notification: The Buyer shall promptly notify DanePork A/S in writing of any defects and/or non-conformity where apparent upon reasonable inspection or, in the event of hidden defects, promptly after discovery or after discovery ought to have taken place, but in any event no later than 2 (two) months after receipt regarding frozen Goods. In any event, the Buyer will lose his right to rely on a lack of conformity of the Goods if the Buyer does not give DanePork A/S notice thereof at the latest within the shelf life of vacuum-packed Goods and within the usual keeping qualities for chilled Goods. Goods delivered shall otherwise be deemed to conform to the Agreement and to be accepted unconditionally by the Buyer.
- 8.4 If loss or damage to the Goods and/or their packaging has visibly occurred during carriage a reservation shall always be registered on the CMR bill of carriage or other consignment note. Reservations must also be notified in writing to DanePork A/S and the carrier at the time of receipt in the case of visible loss or damage and within 3 (three) days of receipt in the case of loss or damage which is not apparent.
- 8.5 The Buyer shall be entitled to reject Goods which are non-conform for causes for which DanePork A/S is liable under these Terms. Non-conform Goods which are rejected by the Buyer shall at the request of DanePork A/S and in its sole discretion either immediately be returned to DanePork A/S and shall be the property of DanePork A/S, or be destroyed by the Buyer, at DanePork A/S' expense, according to instructions from DanePork A/S.
- 8.6 In the event of a defect or non-conformity in the Goods delivered for which DanePork A/S is liable under these Terms, DanePork A/S undertakes to make a replacement delivery of the Goods within a reasonable time. In the event this is not possible DanePork A/S shall reimburse any sums invoiced and duly paid by the Buyer for those Goods together with the Buyer's documented freight and handling costs. The Buyer may thus not terminate the Agreement, unless DanePork A/S declares, that DanePork A/S will not deliver Goods in replacement.**
- 8.7 Apart from termination, and claim for compensation of the Buyer's documented freight and handling costs the Buyer has no other remedy against DanePork A/S due to defective Goods, and the Buyer is thus**

not entitled to set up claims for compensation of other costs or losses, a proportional reduction of the purchase price etc. against DanePork A/S.

9. PRODUCT RECALL

9.1 The Buyer shall not voluntarily initiate any recall of the Goods without the prior written consent of DanePork A/S.

9.2 When returning the Goods the following information must always be enclosed: Customer number, quantity, invoice number and reason for returning.

9.3 In the event of an actual or threatened product recall due to a defect in the Goods the Buyer shall provide all necessary assistance to DanePork A/S any governmental agency, entity or authority in conducting and monitoring the recall operation as required, including but not limited to the suspension of all deliveries of the Goods and recall of the Goods from stock, wholesalers and retailers. The Buyer shall immediately notify and provide copies to DanePork A/S of any communication with any such governmental agency, entity, or authority; shall follow the reasonable instructions of DanePork A/S; 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 DanePork A/S.

10. LIMITATION OF LIABILITY

10.1 To the fullest extent permitted by applicable law, DanePork A/S shall not in any event be liable to the Buyer for any indirect, special or consequential costs, losses, expenses, or damages, including, without limitation, any increased costs of working or damages or losses resulting from late delivery or wasted expenditures, loss of production, loss from business interruption, loss of profit, loss of revenue or business, or damage to goodwill or reputation, even if DanePork A/S is advised in advance of the possibility of any such losses or damages.

11. INDEMNITY

11.1 The Buyer shall be liable for and shall fully indemnify DanePork A/S and hold DanePork A/S harmless from and against any and all losses, liabilities, costs, expenses, fines, penalties, damages, and third-party demands arising out of or in connection with the Buyer's failure to comply with the provisions set out in these Terms.

12. PRODUCT LIABILITY

12.1 Subject to the limitations stated in this clause 12, DanePork A/S is liable for product liability damage pursuant to Danish law.

12.2 To the extent that DanePork A/S is liable to pay compensation due to product liability, DanePork A/S' liability shall in any event be limited to direct loss. In no event shall DanePork A/S be liable for indirect losses, expenses, or damages, including, without limitation, any increased costs of working or losses resulting from late delivery or wasted expenditures, loss of production, loss from business interruption, loss of profit, loss of revenue or business, or damage to goodwill or reputation.

12.3 DanePork A/S' product liability shall in any event be limited to DKK 2 Million per insurance year. The time when the product liability claim is made is decisive in regard to which insurance year the claim is allocated.

12.4 To the extent that product liability is imposed on DanePork A/S because of a third-party claim, the Buyer shall indemnify DanePork A/S to the same extent, as DanePork A/S' liability is limited towards the Buyer in accordance with the above.

12.5 Should a third-party file a claim for compensation pursuant to the above against either DanePork A/S or the Buyer, the party in question shall without delay inform the other party of same.

13. FORCE MAJEURE

13.1 DanePork 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, war, riot, civil commotion, malicious damage, compliance with any law, governmental or quasi-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 reasonably have foreseen at the time of conclusion of the Agreement and that it could not reasonably have overcome or avoided.

13.2 DanePork A/S shall without undue delay notify the Buyer in writing of Force Majeure contingencies and DanePork A/S' duty of performance shall be postponed for as long as the Force Majeure contingencies prevail. If, after 30 (thirty) days from the date of the aforesaid notice the impediment still exists, then both the Buyer and DanePork A/S shall be entitled to terminate the Agreement without liability to the other party.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Nothing in these Terms shall in any way transfer to the Buyer and the Buyer shall acquire no right or title in or to any trademark, company name, copyright, domain name, business mark, design, know-how, or any other intellectual property right owned, controlled and/or used by DanePork A/S ("**DanePork A/S IP**").

14.2 Where the Goods are labeled under the Buyer's own trademark or brand ("Private Label") the Buyer shall indemnify and hold DanePork A/S harmless from all costs, losses, damages, and/or expenses suffered or incurred by DanePork A/S as a result of the Private Label product's infringement or alleged infringement of any design, trademark, tradename, or any other intellectual property right claimed by third party.

14.3 If Goods labeled with DanePork A/S IP are the subject of recall the Buyer must, in consultation with DanePork A/S, take all necessary precautions that are appropriate to protect the integrity and goodwill of any DanePork A/S IP.

15. PARTIAL INVALIDITY

15.1 If one or more of the terms and conditions in these Terms or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.

16. EXPORT CONTROL LAWS AND SANCTIONS

16.1 The Buyer shall comply with the applicable laws or regulations prohibiting, restricting, or regulating the import, export, or re-export of goods ("Export control laws") and/or imposing economic or financial sanctions or trade embargoes or related restrictive measures ("Sanctions"). Accordingly, the Buyer shall obtain any necessary export license or other documentation prior to sales, export and re-export of the Goods and the Buyer shall not knowingly

sell, export or re-export, or otherwise dispose of the Goods directly or indirectly to any person, firm or entity, or country or countries, prohibited by the applicable Export Control Laws or Sanctions.

17. HARDSHIP

17.1 If at any time prior to the performance of an Agreement DanePork A/S is of the view that there has been a substantial change in business, monetary, or commercial conditions beyond DanePork A/S' sphere of influence, and as a result of which the Agreement has become excessively onerous for DanePork A/S, DanePork A/S may notify the Buyer that it wishes to meet and review the conditions of the Agreement in the light of the changed conditions. The Buyer shall meet with DanePork A/S to negotiate in good faith alternative contractual terms which reasonably relieve DanePork A/S from such hardship. If no agreement on a mitigation of the events is reached within 30 (thirty) days from the date of DanePork A/S' request for such meeting, DanePork A/S shall be entitled to terminate the Agreement.

18. CHOICE OF LAW AND DISPUTE RESOLUTION

18.1 These Terms and any subsequent Agreement shall be governed by Danish Law, with the exception of any conflict of law rules in Danish law.

18.2 Any disputes arising out of or in connection with these Terms and any subsequent Agreement, including any disputes regarding the existence, validity or termination thereof shall, if the Buyer has its place of business inside the EU, Switzerland, Norway or Iceland, be settled by the Court in Kolding, Denmark.

18.3 Any dispute arising out of or in connection with these Terms and any subsequent Agreement, including any disputes regarding the existence, validity or termination thereof shall, if the Buyer has its place of business outside the EU, Switzerland, Norway and Iceland be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Kolding, Denmark. The language to be used in the arbitral proceedings shall be English.

Valid from 1 September 2023.