



GENERAL TERMS AND CONDITIONS PURCHASE OF GOODS AND/OR SERVICES

1. **Scope.** The following terms and conditions ("Terms") apply to the supply of goods and/or services ("Goods" and "Services") by the supplier ("you") to What's Cooking Group NV/SA or any of its affiliates ("WHATS"). By accepting WHATS's order for, providing a quote for, or supplying to WHATS Goods or Services, you agree to be bound by these Terms. These Terms apply from the earlier of the time WHATS places an order with you (whether verbally or in writing (including via email)), accepts a quote provided by you, or you actually supply Goods or Services to WHATS.
2. **Supply.** In supplying Goods and/or Services to WHATS, you will: (i) use all reasonable skill, care and diligence, cooperate fully with WHATS and operate honestly and in good faith; (ii) meet all specifications, timeframes and delivery dates reasonably requested by WHATS; (iii) keep WHATS informed and provide WHATS with any information it may reasonably request; (iv) comply with all applicable laws, rules, regulations and professional and industry standards relating to the (supply of) the Goods and/or Services, including but not limited to legal provisions applicable to foodstuffs and food hygiene and the United Nations Global Compact Principles available on <https://www.unglobalcompact.org/what-is-gc/mission/principles>; (v) refrain from engaging in any unfair or deceptive trade practice, unethical business practice, or other practice that could unfavourably reflect on WHATS; (vi) comply with WHATS's service level agreement as agreed separately between the parties; (vii), comply with WHATS's business code of conduct and sustainability principles in force from time to time, as notified by WHATS to you; (viii) at your cost, remedy and mitigate any damage or loss arising from any delay, error or failure by you in supplying the Goods and/or Services; and (ix) provide the Goods and/or Services in accordance with all applicable laws.
3. **Orders.** WHATS orders the Goods and/or Services by written request. You are automatically deemed to have accepted the order if you have not expressly rejected the order in writing within two (2) business days from receipt. You cannot unilaterally change or supplement the order placed by WHATS.
4. **Delivery and Packaging.**
 - a. **Delivery.** All deliveries must comply with the order placed by WHATS, including but not limited to the delivery term, the specifications, quality requirements (including required certificates) and any other instructions set out in the order. You acknowledge the fact that the provided Goods and/or Services may be used for the production of foodstuffs and/or come into contact, directly or indirectly, with foodstuffs. Consequently, all deliveries must be carried out in accordance with all laws and regulations applicable to foodstuffs, food hygiene, food safety, traceability, animal welfare and product liability at the place of delivery.
 - b. **Inspection.** All Goods and/or Services will be received subject to WHATS's right of inspection and rejection. WHATS shall be allowed a reasonable period of time to inspect the delivered Goods and/or Services. WHATS's failure to timely and/or properly inspect the Goods and/or Services, and/or to notify you of any non-compliance or apparent or hidden defect, shall not relieve you of any of your obligations under these Terms and/or under applicable law.
 - c. **Default in Delivery.** In case the delivery does not fully comply with the order, WHATS is entitled to, at its discretion and without prejudice to any other remedy to which WHATS may be entitled under applicable law, (i) refuse delivery, in whole or in part, and/or (ii) require the (re-)supply of the Goods and/or Services in accordance with the order at your costs and risk, and/or (iii) cancel the order in whole or in part. The aforementioned rights do not affect any other remedy to which WHATS may be entitled, including but not limited to the reimbursement by you of costs incurred relating to the procurement of replacement goods and/or services. WHATS has the right to procure the goods and/or services identical or equivalent to the not fully compliantly delivered Goods and/or Services from third parties.
 - d. **Packaging.** All packaging materials coming directly into contact with the Goods must be of food grade quality in accordance with legal provisions applicable to objects intended to come into contact with foodstuffs. They must be of a hygienic quality, free from foreign objects such as (but not limited to) metal, glass, wood and any other contaminants. All pallets must be in good physical and bacteriological condition and be free from any contamination. All pallets used for MIP products must be synthetic. Packaging materials and methods will be selected by you to minimize cost of usage and to meet the following objectives: protection, safekeeping, recyclability, energy saving and destruction.
5. **Transfer of title and risk of loss.** Risk and title in and to all Goods supplied passes to WHATS on delivery, which takes place at the time and at the named place for delivery in accordance with DDP (Incoterms 2020) or such other Incoterm as mentioned on the order, or as otherwise agreed between you and WHATS. You warrant that title to all Goods passes to WHATS free of all security, interests and encumbrances.
6. **Price.** The price (net of VAT) includes all costs and charges required for the delivery of the Goods and/or Services to the place of delivery as specified in the order, as well as all payments for the use of intellectual property rights, including those of third parties. The price is fixed and cannot be increased without WHATS's consent, also not in case of a change of circumstances that would change or otherwise impact the economic balance of the supply of the Goods and/or Services. WHATS may require you at any time to provide details on the evolution of your costs in supplying the Goods and/or Services to WHATS between the date of the receipt of the order by you and the date of such request. The details that you have to provide to WHATS or to an independent auditor nominated by WHATS have to cover at least the evolution of costs for transport, energy personnel and the sourcing of raw materials and be supported by reasonable evidence. If such costs have decreased by more than 3 % between the date of the receipt of the order and the date of WHATS's request, the price for the Goods and/or Services included in the relevant order not yet delivered to WHATS at the time of WHATS's request can be renegotiated taking into account recent market information.
7. **Invoicing and Payments.**
 - a. **Invoicing.** You must issue to WHATS a valid invoice that meets all requirements of the relevant jurisdiction. All invoices must be emailed as separate PDF files to dedicated email address and issued to the correct WHATS entity (including at least the correct name and corporate form, address of its registered seat and VAT number and the order number).
 - b. **Payments.** Provided that your invoice is in accordance with these Terms and the applicable laws, WHATS shall pay the invoice within sixty (60) days from the date of receipt thereof. As an exception, invoices for the supply of Goods that are perishable agricultural and food products and where the local implementation of the EU Directive 2019/633 requires such shorter payment term as well as invoices for which mandatory local law requires such shorter payment term, shall be paid within thirty (30) days from the date of receipt thereof. WHATS may withhold payment of any invoice (in whole or in part) which it disputes or is not in accordance with these Terms. Unless agreed otherwise, all amounts payable in respect of the Goods and/or Services shall be invoiced and paid in Sterling.
 - c. **VAT.** Any value added tax or general sales taxes chargeable on the supply of the Goods and/or Services under applicable law ("VAT") must be included in your invoices, if applicable, at the prevailing rate. All other levies, premiums, duties, assessments, taxes or other payments levied upon the Goods and/or the Services under any applicable laws shall be borne by you.
 - d. **Status.** Insofar as applicable and relevant, WHATS hereby declares that it is a large entrepreneur within the meaning of the Polish Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.
8. **Warranty.** You warrant that in supplying Goods and/or Services to WHATS: (i) you have the required skills, experience, facilities and qualified staff; (ii) the Goods and/or Services comply with the specifications agreed with WHATS and are free of any hidden or apparent defects and/or non-conformities; (iii) all Goods and deliverables resulting from the Services (and any part of them) are of satisfactory quality and fit for any purpose specified by WHATS or for which goods of their type are commonly used; (iv) in providing the Services, you act with reasonable skill and care and you will meet any performance dates, key performance indicators or service levels as notified to you by WHATS; (v) you hold all licences and authorizations necessary to supply the Goods and/or the Services; (vi) the supply of Goods and/or Services will not result in the breach of any other agreement or the infringement of any third party's rights (including intellectual property rights). Nothing in these Terms will exclude any term, condition or warranty (express or implied), or any legal remedy (whether by statute, law or otherwise, to which WHATS may be entitled in relation to the Terms by virtue of any law.



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- 9. Withdrawal or recall.** If you become aware of, or suspect that an issue (may arise(s) relating to the (supply of the) Goods and/or Services that may result in a potential safety risk to consumers, and/or a (voluntary or mandatory) withdrawal, recall or similar measure, you shall (i) immediately notify WHATS thereof in writing, and (ii) provide full assistance in developing and implementing a strategy to remedy the situation. You will indemnify WHATS and hold it harmless from and against any claim, damage loss or expense (including legal fees and expenses) suffered, caused by or arising out of such issue.
- 10. Termination.** WHATS may terminate these Terms and the provision of Goods and/or Services by you with immediate effect, without prior intervention of a court or arbitral tribunal being required, and without being required to pay any compensation: (i) at any time for convenience by giving you a thirty (30) days' written notice; (ii) if you have a liquidator, receiver or manager appointed in respect of the whole or any part of your assets; (iii) if you become or are insolvent, or cease for any reason to carry on business; or (iv) if you are in breach or default of these Terms or of WHATS's business code of conduct and sustainability principles referred to in Article 2(vi) of these Terms. The exercise of WHATS's termination rights shall be without prejudice to any other rights and remedies under applicable law, and will not in any way affect any of WHATS's rights and liabilities accruing before termination.
- 11. Effect of Termination.** Upon termination, you will forthwith: (i) cease the further supply of Goods and/or Services, unless agreed otherwise in writing by WHATS; (ii) transfer to WHATS any third party contracts for time or materials WHATS has paid for that are yet to be used; (iii) deliver up to WHATS or certifiably destroy any of WHATS's confidential information you possess or control; (iv) transfer to WHATS all property and materials in your possession or control belonging to WHATS; and (v) exercise such other reasonable commercial efforts to minimise disruption to WHATS's business.
- 12. Confidentiality.** All information, documents, software, processes, data and other matters that are disclosed by WHATS or otherwise made available to or developed by you in connection with the supply of Goods and/or Services (including, without limitation, any technical, commercial and business information) will be treated by you as strictly confidential and will remain, or become on creation, WHATS's property. You will not disclose any such items to any other person or make any public statements relating to these Terms or the Goods and/or Services without WHATS's prior written consent. The confidentiality obligations set out above shall remain in effect for the duration of the agreement and for a period of five (5) years from the expiry or earlier termination of the agreement.
- 13. Intellectual Property.** All intellectual property rights developed at request of WHATS, in, created by or resulting from the Goods and/or Services will immediately vest in and be the exclusive property of WHATS to the fullest extent allowed by applicable law. You will assist WHATS to protect and enforce its rights in any such intellectual property.
- 14. Privacy.** WHATS may as data controller collect, store, use, reproduce, disclose and distribute any personal information supplied by you in connection with the supply of the Goods and/or Services for WHATS's internal business purposes. The legal basis is that such data processing is necessary for the execution of the agreement to which you are party or necessary for compliance with WHATS's legal obligations. In case of personal data relating to your representatives or other persons acting on your behalf, the legal basis for processing is our legitimate interest in managing the business relationship with you. You or any other persons whose personal data we collect and process, may access, correct, object or erase any personal information by submitting a request to dedicated email address.
- 15. Health and Safety.** You will comply with all applicable health and safety legislation and regulations. You acknowledge that you are aware of the fact that WHATS is active in the field of foodstuffs production. You will not, without the prior written consent of WHATS, change any ingredients or components used to produce the Goods, the manufacturing process or agreed delivery method or implement any changes which alter the Goods in any way, even if the Goods are still within the Specifications. You will ensure full traceability of the Goods, ingredients and components and keep and provide to WHATS on request a reasonable number of samples of the Goods.
- 16. Miscellaneous.**
- a. Entire Agreement.** These Terms, together with the order(s) placed by WHATS, constitute the entire agreement between you and WHATS, and supersede all previous written or oral agreements, representations, negotiations or understandings, and apply to the exclusion of any terms and conditions proposed by you or included in your quotes, order acknowledgements, invoices, emails or any other similar documents.
- b. Modification and Assignment.** These Terms may be modified, assigned, transferred or subcontracted by WHATS at any time by written notice to you. You cannot assign or transfer your agreement with WHATS, in whole or in part, without WHATS's prior written consent.
- c. Severability.** If any provision of the Terms (or any part of any provision) is or becomes invalid, illegal, void or unenforceable, the validity, legality and enforceability of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- d. No Waiver.** No waiver, delay or omission by WHATS in exercising any power, right or remedy provided by law or under the agreement shall prejudice WHATS's rights or be considered a waiver of that power, right or remedy. No single or partial exercise of any power, right or remedy provided by law or under the agreement by WHATS shall prevent any future exercise of it or the exercise of any other power, right or remedy by WHATS.
- e. Non-Exclusive, Independent Contractor.** Your appointment is non-exclusive and WHATS may use any other person to supply any of the Goods and/or Services at any time. In supplying the Goods and/or Services, you do not act as WHATS's agent, nor shall you act in a manner inconsistent with your status as independent contractor. Nothing in these Terms constitutes an agency, joint venture, employment or partnership between you and WHATS.
- f. Confirmation.** You acknowledge that you have expressly and with full understanding of the implications agreed to all of the provisions contained in these Terms and expressly confirm that such provisions are fair and equitable.
- 17. Governing Law.** All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these Terms (and the provision of Goods and/or Services hereunder), or concerning any matters of extra-contractual and/or tort liability, if any, arising out of or in these Terms (and the provision of Goods and/or Services hereunder) shall be governed by and construed in accordance with the laws of the registered seat of the WHATS entity that has ordered to the Goods and/or Services, without giving effect to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to apply. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 18. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to these Terms (and the provision of Goods or Services thereunder), including its validity, interpretation, enforcement, performance or termination, or to a breach hereof, or concerning any matters of extra-contractual and/or tort liability, if any, arising out of or in relation to these Terms (and the provision of Goods or Services thereunder), which cannot be resolved amicably, shall be submitted to the exclusive jurisdiction of the competent courts of the region of the registered seat of the WHATS entity that has ordered to the Goods and/or Services.