

### 1. Definitions

The following capitalised terms in these Conditions shall have the following meaning:

“Barentz” or “Supplier” means BARENTZ spol. s r.o., with its registered seat at Klatovy IV, Za Tráti 752, Postal Code 33901, the Czech Republic, company's ID 453 50 001, registered in the Commercial Register maintained by the Regional Court in Plzeň, file No.: C 2270;

“Conditions” means these general terms and conditions of sale;

“Customer” means the company which is buying the Products and/or the Services from Supplier;

“Agreement” means any agreement between Supplier and Customer for the sale by Supplier and the purchase by Customer of the Products and/or the Services. The Agreement shall include these Conditions and any attachments to it or documents mentioned therein;

“Parties” means Supplier and Customer collectively;

“Products” means the products which Supplier is to provide to Customer, as specified in the Agreement;

“Services” means the services rendered by Supplier, as specified in the Agreement;

“Working Days” means any day other than a Saturday, Sunday or public holiday in the Czech Republic.

### 2. Applicability and offers

2.1. These Conditions shall apply to all offers, quotations, deliveries, activities, and Agreements, all in the broadest sense of the word, in which Supplier acts as seller or supplier, to the exclusion of any other terms or conditions, whether put forward by Customer or whether implied by trade, custom, practice, course of dealing or by law. By placing an order, Customer relinquishes its conditions of purchase. Supplier explicitly rejects the applicability of such conditions of purchase.

2.2. These Conditions shall apply between Customer and the relevant Supplier entity or entities as specified in the Agreement.

2.3. All offers and quotations from Barentz are non-binding and subject to confirmation by Customer. Only written offers can be binding. Any amendment contained in the confirmation shall be deemed to be a counter-offer which is subject to the consent of Barentz. Any documents, delivery times, weights, dimensions, warranties or expiry dates submitted by Customer shall constitute only non-binding instructions until confirmed in writing by Barentz. Customer's order shall be deemed to be an irrevocable offer to enter into an Agreement based on the Conditions. An obligation of Barentz to supply the Products shall only come into existence if and to the extent an order has been confirmed in writing by Barentz or, in the absence thereof, if Barentz completes delivery of the order in whole or in part. Barentz is under no obligation to accept any order and Barentz's acceptance of any order may be subject to Barentz's approval of Customer's creditworthiness.

### 3. Prices and payment

3.1. Prices quoted by Supplier are exclusive of VAT and any other taxes and are based on delivery in accordance with the agreed Incoterm.

3.2. The prices set out in “price offer” or similar documents issued by Supplier are non-binding and are valid for the period specified in such document. If no period of validity is specified, prices provided by Supplier in quotations or

otherwise are valid for 14 days from the date of issue. Unless explicitly agreed in the Agreement that prices are fixed (by using the term “fixed” or a similar term), Supplier may, by giving written notice to Customer at any time before delivery of the Products or provision of the Services, increase the price to reflect any increase in the cost of the Products or Services that is due to any factor beyond Supplier's control (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and increases in labour, supply chain, cost of goods, product and other costs). Alternatively in such circumstances, Supplier may (in its sole discretion) terminate the Agreement immediately on written notice.

3.3. Payment shall be made, without any right to set-off or withhold payment, on the date specified on the invoice, or if not, within 30 days after the invoice date and in the currency in which and to the Supplier company by which the Products or Services were invoiced. Customer is in default by operation of law after the expiry of this period. In such case, without any prior notice of default being required, Customer is obliged to pay Barentz default interest at the legal rate according to the current two-week repo rate of the Czech National Bank increased by 8 percentage points, calculated from the date on which payment was due up to and inclusive the date of final payment.

3.4. In addition to the Customer's obligation under section 3.3 above, in the event of no payment or late payment by Customer, Customer shall pay to Supplier the costs of litigation which the Supplier actually incurred when enforcing its right to receive the payment from the Customer.

3.5. In deviation from the agreed payment term, Barentz reserves the right to deliver “Cash On Delivery” or demand advance payment in which event Customer is obliged thereto, if in Barentz's opinion such way of payment is required considering the financial position of Customer. This shall be the case if, among other things, Customer does not strictly meet its obligations to Barentz or any other supplier or if any of Customer's assets are attached. If the Customer fails to pay an invoice by the due date or fails to take delivery as scheduled, Barentz shall be entitled, at its sole discretion and without prejudice to any other remedy, to suspend further deliveries until such time as a remedy has been agreed or to cancel any remaining obligations of Barentz under the Agreement or any other arrangement entered into with Customer.

### 4. Delivery of the Products and retention of title

4.1. Unless otherwise agreed, Supplier shall deliver the Products CIP (Incoterms 2020). Stated delivery terms and dates are estimates only and cannot be considered as a strict deadline. Supplier shall use reasonable endeavours to respect agreed delivery terms and dates, however, exceeding these terms or dates with less than (i) 20 Working Days if the Products originate from within Europe or (ii) 30 Working Days if the Products originate from outside Europe shall not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days and which are attributable to Supplier, Supplier's liability

for loss or damage is at all times limited to a maximum of 2.5% of the net invoice value (excluding VAT) of the delayed Products and is subject to clause 7. The delay does not give the Customer the right to withdraw from the Agreement.

4.2. If Customer does not accept delivery of the Products, Supplier may store them at the risk and for the account of Customer.

4.3. Supplier reserves the right to deviate up to 5 percent (upwards or downwards) from the agreed quantity of Products to be delivered and in such case the actual delivered quantity shall be invoiced. The Products may be delivered and invoiced in instalments.

4.4. Supplier retains title to the Products delivered by Supplier to Customer until Customer pays all monies owing to Supplier for the delivery of such Products under the Agreement or any other agreement with Supplier. Irrespective of this retention of title, the risk on the delivered Products will pass to Customer in accordance with the applicable Incoterm.

4.5. If Customer fails to comply with its payment obligations towards Barentz or causes Barentz to have good reason to fear that it will be in default, Barentz shall be entitled to take back the Products on which it retained the title. When Barentz invokes its retention of title, Customer shall allow Barentz to enter the places where the retained Products are located.

4.6. Customer shall immediately inform Supplier if the Products become subject to a preliminary injunction and shall immediately notify the respective authority and the creditor of the fact that title to the Products concerned with the preliminary injunction rests with Supplier.

### 5. Warranties and notice of defects relating to the Products.

5.1. Supplier warrants that (subject to the other provisions of these Conditions) the Products upon delivery are not damaged and shall materially comply with any written specifications provided by Supplier. Supplier makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Products, including, without limitation, the implied warranties of fitness for any purpose or merchantability or the results to be derived from the use of the Products. Without limiting the warranties contained in this clause 5, the applicability of Section 2095 of Act No.: 89/2012 Coll., the Civil Code, as amended is explicitly excluded. Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the specification and/or a minor impairment of usability.

5.2. Customer is responsible and assumes all risks and liability for (i) any results obtained from processing or using the Products; (ii) ensuring that the Products are fit for the purpose(s) and applications for which Customer intends to use them and are of adequate quality in relation to such use (whether in, or in conjunction with other products, or on their own); (iii) the truthfulness and accuracy of Customer's marketing and advertising relating to the Products or any product of Customer into which the Products were processed; (iv) obtaining governmental or regulatory approval, health, safety, environmental or other approvals in relation to the Products; (v) for any loss or

damage resulting from the handling, use or misuse by Customer of the Products; and (vi) ensuring that the Products (and the processing, use or sale of them or goods incorporating or made from them) comply with all applicable laws and regulations in the territories in which Customer processes, uses or sells the Products or goods incorporating or made from them.

- 5.3. Customer declares that it is familiar with the quality of the Products supplied to it and of all legal regulations relating to the Products to which it is bound. Customer shall strictly observe the relevant legal regulations and Supplier's instructions, if any, with respect to handling the Products.
- 5.4. Immediately upon receipt, Customer shall inspect the Products for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any event within three (3) Working Days after receipt, be notified to Supplier. In addition, Customer shall carefully test all Products before processing, use, or selling the Products and in any event within two (2) months after receipt of the Products. If a defect is discovered, Customer shall notify Supplier within three (3) Working Days after discovery. Defects that were not and could not be discovered by careful testing of the Products shall be notified to Supplier within three (3) Working Days after discovery but no later than four (4) months after receipt of the Products.
- 5.5. All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Supplier in conformity with or failing compliance with the obligations in this clause 5, the Products shall be deemed accepted and Supplier shall have no liability with respect to any (alleged) defect, deficiency or non-conformity.
- 5.6. If a defect in the Products is discovered, Customer shall not process, use or sell the Products. If a claim submitted in conformity with clause 5 is justified, Supplier shall:
- 5.6.1. at its sole discretion either (i) repair the defect or failure in the Products, (ii) replace the Products with Products which are in conformity with the Agreement or (iii) issue a credit note to Customer in respect of the whole or part of the price of such Products and take back the relevant Products; or
- 5.6.2. in case of defects that were not discovered by careful testing of the Products and that were discovered after the Products have been processed, compensate Customer's loss and damage, subject to clause 7.

Performance of any of the above options shall constitute the sole remedy of Supplier's liability under this warranty. No claim shall entitle the Customer to terminate (non-binding) or suspend the Agreement.

- 5.7. Any unfounded return of Products shall be for the account and at the risk of Customer. Returns will be permitted only with Supplier's prior written consent.
- 5.8. In case a defect is the consequence of a failure in Customer's compliance with the maintenance instructions, and/or natural wear and tear in view of their material substance, and/or a result of processing by Customer or a third party, and/or any other non-compliance of Customer with Supplier's instructions, Supplier shall not be liable.

### 6. Provisions applicable to the Services

- 6.1. Stated delivery terms and dates are estimates only and cannot be considered as a strict deadline. Supplier shall do reasonable efforts to respect agreed delivery terms, however, exceeding these terms or dates with less than 20 Working Days shall not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days and which are attributable to Supplier, Supplier's liability for loss or damage is at all times limited to a maximum of 2.5% of the order value of the delayed Services and is subject to clause 7.
- 6.2. Supplier warrants that the Services shall materially comply with any written specifications provided by Supplier. Supplier makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Services, including, without limitation, the results to be derived from the Services. Customer shall not be entitled to assert claims for defects with regard to the Services if there is only a minor deviation from the specification. Immediately upon Supplier rendering the Services, Customer shall inspect the Services for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any event within three (3) Working Days after rendering of the Services, be notified to Supplier. Hidden defects shall be notified to Supplier within three (3) Working Days after discovery but no later than four (4) months after the date on which the Services were rendered.
- 6.3. All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Supplier in conformity with or failing compliance with the obligations in this clause 6, the Services shall be deemed accepted and Supplier shall have no liability with respect to any (alleged) defect, deficiency or non-conformity.
- 6.4. In the event of a failure of the Services to meet the warranty described in clause 6.2, Supplier's liability shall be limited to, at its option: (i) re-perform the relevant part of the Services without additional charge; or (ii) repay the amount paid for such Services. No claim shall entitle Customer to termination or suspension of the Agreement.

### 7. Liability

- 7.1. Supplier's liability, whether based on breach of contract, breach of law, misrepresentation or otherwise, is limited to reasonable loss and damage that are a direct consequence of the damage causing event and to a maximum aggregate amount of two times the net invoice value, excluding VAT, of the Products and/or Services to which such liability relates, per event or series of events having the same cause, subject to a maximum of 500,000.- euro in aggregate during the term of the Agreement.
- 7.2. Supplier's liability, whether based on breach of contract, breach of law, misrepresentation, or otherwise, for immaterial loss or damage, penalties, environmental damage, damage as a result of Customer's liability towards third parties over and above the limits of liability of Supplier contained in these Conditions, indirect, and/or consequential loss or damage (including without limitation, loss of revenue or profits, loss of goodwill, contract or customers, loss of

anticipated savings), is explicitly excluded.

- 7.3. Notwithstanding clauses 5 and 6, all possible legal claims by Customer, with regard to the alleged liability of Supplier, expire if Supplier is not notified thereof within four (4) months after delivery of the Products/rendering of the Services or if Customer did not notify Supplier within four (4) months but did not start legal proceedings against Supplier within one (1) year after delivery of the Products/rendering of the Services.
- 7.4. Nothing in these Conditions shall limit or exclude Supplier's liability for (i) intent or conscious recklessness of Supplier or its senior management, (ii) fraud, (iii) death or personal injury caused by Supplier or (iv) any other matter in respect of which it would be unlawful for Supplier to exclude or restrict its liability.

### 8. Termination and suspension

- 8.1. If Customer does not (properly or timely) fulfil any of its obligations towards Supplier, it shall be in default and Supplier shall be entitled, without any notice of default being required, to either suspend or terminate the Agreement and any other agreements not yet completed, without prejudice to Supplier's further rights arising from any Agreement and/or the applicable law.
- 8.2. In the event of a (request for) bankruptcy or suspension of payments of a Party to its creditors, the other Party is entitled to terminate the Agreement with immediate effect without any compensation.
- 8.3. In the event that the Supplier is unable to obtain the Products for the Customer with good faith efforts, the Supplier shall have the right, upon prior written notice, to terminate this Agreement with immediate effect.

### 9. Force majeure

- 9.1. In case of Force Majeure on Supplier's part, Supplier may either (i) terminate the Agreement or (ii) suspend the performance of the Agreement until the Force Majeure has ended, both (i) and (ii) in whole or in part and without Supplier being liable for any loss or damage caused by the termination or suspension. If Supplier can only make partial delivery as a consequence of Force Majeure, it shall be entitled to do so. "Force Majeure" shall mean circumstances which are of such a nature that the execution of an Agreement becomes impossible or excessively onerous and/or disproportionately costly so that fulfilment of the Agreement can no longer reasonably or cannot be immediately required from Supplier. Force Majeure will in any case include - without limitation - the following: any strike, lock-out, fire, extreme weather circumstances, pandemic or epidemic, obstruction in traffic, shortage of raw materials, materials, fuel or labour, mobilization, war, restriction of import and export, and/or any government measures preventing or impeding the performance by Supplier of the Agreement. A Force Majeure that affects Supplier's suppliers or sub-suppliers shall be deemed to be a Force Majeure affecting Supplier.
- 9.2. Customer shall have the right to terminate the Agreement in case of Force Majeure of Supplier, if (i) Customer can demonstrate that timely performance is essential for it in its business operations, and (ii) the Force Majeure situation

is not expected to end within 60 days, both (i) and (ii) in whole or in part and without Customer being liable for any loss or damage caused by the termination.

### 10. Intellectual property

- 10.1. All intellectual property rights, trade secrets and other proprietary rights subsisting in the Products or Services and any samples and marketing materials as well as all technical, business or similar information (including all recipes, designs, documents and other materials relating to the Products or Services and the marketing materials) shall be, and shall remain, the exclusive property of Supplier, its owners or its licensors, and the Customer shall have no interest therein.
- 10.2. To the extent the Products are to be manufactured or Services are to be rendered in accordance with drawings, models, samples, specifications or any other directions in the widest sense of the word, received from Customer, Customer shall defend and indemnify Supplier against all liabilities, costs, expenses, damages and losses, suffered or incurred by Supplier in connection with any third-party claims (i) based on the actual or alleged infringement of any intellectual property rights or any other right of third parties, by manufacturing and/or supplying of such Products and/or rendering of the Services and (ii) based on product liability. If any third-party objects to the manufacturing and/or supply of the Products and/or rendering of the Services referred to on the grounds of any alleged right, Supplier shall unconditionally be entitled to immediately cease the manufacturing and/or supply of the Products and/or the Services and to demand compensation for the expenses incurred, without prejudice to any claims for possible damages against Customer and without Supplier being liable towards Customer on any account whatsoever.

### 11. Personal data

- 11.1. Each Party shall comply with the applicable regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Act No. 110/2019 Coll., as amended from time to time, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, when processing information relating to an identified or identifiable natural person ("Personal Data").
- 11.2. Customer acknowledges and agrees that, in performing the Agreement, Supplier may as a data controller process Personal Data in order to execute Customer's orders. Personal Data is also kept in order to comply with legal and regulatory obligations. Personal data will be kept as long as necessary for the execution of the Agreement.
- 11.3. Access to Personal Data will be strictly limited to the employees of the Supplier, who are authorised to process them.
- 11.4. If either Party needs to transfer the Personal Data outside the European Economic Area, the other Party will be informed and the appropriate safeguard measures as prescribed by data protection legislation shall be taken in order to secure the data.
- 11.5. In accordance with the applicable regulations, Customer and its employees have a right of

access, rectification, erasure and portability of their Personal Data, as well as the right to object to the processing.

- 11.6. Further information regarding the processing of personal data is contained in the Data Processing Policy available on the website: <https://www.barentz.com/en/czech-republic/>.

### 12. Confidentiality

- 12.1. "Confidential Information" shall mean all information provided by the disclosing party to the receiving party in connection with the Agreement, that relates to the business, affairs, price, payment conditions, products, transformation or manufacturing process, developments, trade secrets, know how, recipes, formulations, personnel, customers, prospects, and suppliers of either Party whether designated as "confidential information" or not, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving party without using Confidential Information of the disclosing party, (ii) publicly disclosed by an entity other than the disclosing Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving party without a duty of confidentiality prior to the receipt of such information.
- 12.2. Unless otherwise agreed in writing between the Parties in any specific non-disclosure agreement, each Party shall not use or disclose any of the other Party's Confidential Information other than for the sole purpose of the performance of the Agreement, nor issue any press release or public announcement regarding the existence, subject matter or terms of the Agreement, unless required by law or regulation or pursuant to an order of a competent authority, provided a prior written notification to the other party is given and the Confidential Information remains subject to the obligations of confidentiality and restrictions on use contained herein except with respect to this specific disclosure. Each Party shall ensure that its employees, affiliates, consultants, agents and contractors to whom Confidential Information is disclosed are aware of and agree to comply with its confidentiality obligations. Each Party shall ensure that its respective employees, affiliates, advisors, agents, and contractors to whom Confidential Information is disclosed are made aware of and agree to be bound by their confidentiality obligations. Obligations under this clause 12 shall survive until the Confidential Information becomes part of the public domain.

### 13. Miscellaneous

- 13.1. Customer may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of Supplier.
- 13.2. Barentz shall be entitled to propose changes to these Conditions; this shall be without prejudice to any rights and obligations arising during the effective period of the previous version of these Conditions. Barentz shall provide Customer with notice of the proposed change to these Conditions at least fourteen (14) calendar days before the proposed effective date of the change. Barentz shall provide information about the proposed change, including information about the proposed effective date, to Customer's contact email and shall post the information on its website. Unless Customer

exercises its right to reject a proposed change to these Conditions in writing no later than one (1) calendar day before the proposed effective date of the change, the proposed change to these Conditions shall become effective for Customer as of the effective date proposed by Barentz. If Customer rejects Barentz's proposal to amend these Conditions in the manner set out above, Customer shall be entitled to terminate the Agreement in writing. During the notice period, the Conditions in the version applicable before the proposed change shall continue to be valid and effective for the Customer. In such a case, the notice period shall be thirty (30) calendar days and shall begin to run upon delivery of the notice to Barentz. If Customer does not exercise the right to terminate the Agreement entered into under these Conditions as stated above in writing, the proposed change to these Conditions shall apply to Customer from the effective date proposed by Barentz.

- 13.3. The invalidity or unenforceability of any term of the Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights. The invalid or unenforceable provisions shall be replaced by relevant valid and enforceable provisions that economically best reflect the contents and meaning of such invalid or unenforceable provisions and the intention of the Parties.
- 13.4. Customer shall not during the term of the Agreement and for twelve (12) months after the end of such Agreement, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of Supplier's suppliers to terminate their relationship with Supplier, nor shall Customer interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.
- 13.5. Customer shall act, and shall ensure that its officers, directors, representatives, agents, and employees act in compliance with all corruption and anti-bribery, anti-money laundering, export control and economic sanctions laws and regulations in any jurisdictions in which it operates.

### 14. Law and forum choice

- 14.1. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with laws of the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code, as amended. Applicability of the United Nations Convention on the International Sale of Goods is excluded.
- 14.2. Any dispute arising in connection with the Agreement shall be finally and exclusively settled by the respective Czech court whose local jurisdiction shall be determined in accordance with the seat of the Supplier at the moment of the commencement of the dispute before the court.