

## GENERAL TERMS & CONDITIONS OF PURCHASE (“Conditions”) OF ALTERNATIVE SWINE NUTRITION, S.L. (“Buyer”)

### 1. DEFINITIONS

**Agreement** means, together with these Conditions, any (i) Binding Purchase Order in relation to the Supplies; or (ii) where there is a supply agreement entered into and effective between Buyer and Supplier in relation to the Supplies, that agreement and all Binding Purchase Orders placed under it; **General Conditions (“Conditions”)** means the present document which is of a commercial nature which aims to regulate the general conditions of purchase applicable to the commercial relations existing between ALTERNATIVE SWINE NUTRITION, S.L. (as Buyer) and the Supplier. These Conditions are applicable to any other agreement, particular conditions or Purchase Order, and constitute an indissoluble part of the aforementioned documents. The provisions of the particular conditions shall apply in preference to the provisions hereof.

**Binding Purchase Order** means a Purchase Order which has been accepted or is deemed accepted by Supplier;

**Buyer Affiliates** shall mean any subsidiary of ALTERNATIVE SWINE NUTRITION, S.L., “subsidiary” having the meaning provided in Spanish law; **Buyer Code** means Buyer’s code of conduct from time to time located at: [https://www.abf.co.uk/documents/pdfs/policies/supplier\\_code\\_of\\_conduct.pdf](https://www.abf.co.uk/documents/pdfs/policies/supplier_code_of_conduct.pdf) or otherwise provided by Buyer;

**Buyer Indemnified Parties** means Buyer’s agents, employees, officers and Buyer Affiliates;

**Delivery Point** means the unloading point at the address stated in the Agreement or such other address as is notified to Supplier by Buyer;

**Goods** means the goods to be supplied by Supplier in accordance with the Agreement together with, where applicable, all documents, manuals and instructions which pertain to them;

**Intellectual Property Rights** means patents, rights to inventions, trademarks, rights in confidential information (including, without limitation, know-how and trade secrets) copyright, design rights (and all similar or related rights existing anywhere in the world, whether registered or not and including, without limitation, any applications for the same);

**Loss(es)** means all direct, indirect or consequential losses, damages, expenses, costs, claims, fines, proceedings, or demands;

**Purchase Order** means a valid and official purchase order placed by Buyer for the supply of Goods or the performance of Services. At Buyer’s option (as formally communicated in writing by Buyer) the provision of a Purchase Order shall be deemed equivalent to the placement of a Purchase Order.

**Service Completion Date** means the date specified as such in the Agreement or as otherwise agreed between the parties in writing;

**Service Description** means the description of the Services contained or referred to in the Agreement (or otherwise stipulated to Supplier by Buyer in writing prior to the date of the Agreement (as applicable));

**Services** means the services (if any) described or referenced in the Agreement, to be performed by Supplier;

**Specification** means the specifications, drawings, samples or other descriptions of the Supplies contained or referred to in the Agreement (or otherwise supplied to Supplier by Buyer in writing prior to the date of the Agreement (as applicable));

**Supplier** means the company, partnership or person to whom a Purchase Order is addressed or otherwise as stipulated in the Agreement;

**Supplies** means the Goods and/or Services; and

**VAT** means value added sales tax payable in Spain or any similar sales tax.

### 2. GENERAL

2.1 These Conditions apply to the Agreement and to any Purchase Order to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 A Purchase Order becomes a Binding Purchase Order for Supplies, which is binding on Supplier once accepted or deemed accepted by Supplier. Acceptance of Purchase Orders may be in writing or, where applicable, in accordance with the terms of the relevant supply agreement in force and effective between Buyer and Supplier. Commencement of performance of the Supplies shall also be deemed acceptance by Supplier of the relevant Purchase Order. In compliance with the provisions of articles 12.1 of Law 12/2013, on measures to improve the functioning of the food supply chain (hereinafter, the “Food Supply Chain Law”) and 1.256 of the Spanish Civil Code, it is hereby expressly prohibited any modification of the Agreement, which is not made by mutual agreement between the parties and in accordance with the guiding principles contained in article 4 of the Food Supply Chain Law, except as provided in Condition 7 of these Conditions.

2.3 Buyer shall be under no responsibility to accept delivery of, or pay for, Supplies for which a Purchase Order has not been provided by Buyer.

### 3. INTELLECTUAL PROPERTY RIGHTS

3.1 Supplier shall only use Buyer’s Intellectual Property Rights for the purpose of fulfilling the Agreement and only to the extent authorised by Buyer in writing from time to time.

3.2 Any Intellectual Property Rights created by Supplier in the production, performance or delivery of the Supplies are hereby assigned to Buyer

with full title guarantee and without restriction. Supplier shall execute and deliver such documents and perform such acts as may be required to give effect to such assignment without any additional fee. Supplier warrants that (i) the manufacture and delivery of the Goods and the performance of the Services does not infringe the Intellectual Property Rights of any third party and (ii) the receipt, use, modification, sale, disposal and/or other exploitation by Buyer of the Supplies does not and will not infringe the Intellectual Property Rights of any third party. Supplier shall indemnify and keep indemnified Buyer (and shall also pay to Buyer such amounts as would indemnify and keep indemnified Buyer Indemnified Parties) in full in respect of all Losses incurred or suffered due to any actual or alleged infringement of any third-party Intellectual Property Rights related to such Supplies.

### 4. QUALITY

4.1 Supplier warrants, represents and undertakes that:

4.1.1 the Goods and Services shall comply with the relevant Specifications and Service Descriptions in all respects and Supplier shall comply with (and ensure the Goods comply with, as applicable) all applicable laws, statutory requirements and regulations relating to the manufacture, packaging, labelling, delivery and sale of the Goods and the performance of the Services in force as at the date of delivery of Goods to Buyer and/or performance of Services (as applicable);

4.1.2 the Goods shall be free from defects in design, quality, material and workmanship, shall be free from faults, and shall be fit for any purpose held out by Supplier or made known to Supplier or for which they are commonly used;

4.1.3 in producing and providing the Supplies, Supplier shall comply with any industry standards and certifications together with any of Buyer’s policies and procedures that have been made known to Supplier and that are relevant to the Supplies; and

4.1.4 the Services will be provided using appropriately qualified, skilled and trained personnel, and with due care and diligence and to such high standard of quality as is reasonable for Buyer to expect in the circumstances, and shall be fully completed to Buyer’s reasonable satisfaction by no later than the Service Completion Date.

### 5. TERMINATION

5.1 Buyer may cancel a Purchase Order prior to its acceptance or deemed acceptance, without liability to Supplier. Following its acceptance or deemed acceptance, Buyer may cancel a Binding Purchase Order in respect of all or part of the Supplies by giving notice to Supplier at any time prior to completion of delivery or performance of the relevant Supplies, in which event (i) Buyer’s sole liability shall be to pay Supplier the value for the work in progress relating to the cancelled Supplies, up to a maximum amount of the price for the cancelled Supplies and (ii) Supplier shall deliver to Buyer any relevant work in progress or, upon agreement with Buyer, sell such work in progress and account to Buyer for any proceeds of sale.

5.2 Buyer may terminate the Agreement immediately by written notice to Supplier and without liability to Supplier if:  
there is a change in control of Supplier. For the purpose of this Condition, ‘control’ means the ability to direct the affairs of another whether by voting or contractual rights or otherwise and whether directly or indirectly.

5.3 Termination of the Agreement (whether in respect of all or part of the Supplies), howsoever arising, shall be without prejudice to the rights and remedies of the parties accrued prior to termination. The Conditions which expressly or impliedly have effect after termination shall remain in effect notwithstanding termination.

### 6. INDEMNITY & INSURANCE

6.1 Supplier shall indemnify and keep indemnified the Buyer (and shall also pay to Buyer such amounts as would indemnify and keep indemnified the Buyer Indemnified Parties) in full against all Losses incurred or suffered to the extent that such Losses arise as a result of the performance of the Services or the supply of the Goods, or otherwise as a result of any breach of the Agreement by Supplier.

6.2 Supplier shall at all times maintain in force with a substantial and reputable insurance company such insurance as is (i) required by law or (ii) is usual good industry practice to maintain by persons engaged in business of the kind carried on by Supplier.

6.3 Supplier will, on request, provide to Buyer copies of certificates of insurance, together with satisfactory evidence of the payment of premiums, to demonstrate compliance with the above requirements.

### 7. PRICE

7.1 The price of the Supplies shall be as stated in the Agreement, or as otherwise agreed in writing. Such prices shall be exclusive of any applicable VAT (which shall only be payable by Buyer on receipt of a valid VAT invoice) and shall be inclusive of all charges for packaging, carriage, insurance, and delivery of the Supplies to the Delivery Point and inclusive of any duties, taxes or levies other than VAT.

### 8. PAYMENT

8.1 Supplier shall invoice Buyer in € (or such other currency specified in the Agreement) (a) after delivery of the Goods or (b) in arrears after performance of the Services, as detailed in the Agreement or otherwise as agreed in writing between Supplier and Buyer. Each invoice (and, where relevant, packing list) shall quote the Binding Purchase Order number, item number(s) and line item number(s). Invoices shall be sent to the ‘Bill To:’ address set out in the Agreement.

8.2 Buyer shall pay undisputed invoices within the term established for this purpose in writing in the particular conditions, in the Purchase Order or in the Agreement, which in any case shall comply with the provisions stated in Law 3/2004, of 29 December, which establishes measures to combat late payment in transactions. An interest rate equivalent to the legal interest rate plus two percentage points shall be applied in relation to the delay in payment of invoices due under the present Condition. Buyer may withhold payment of disputed invoices and shall notify Supplier of any such dispute.

8.3 Buyer shall not be obliged to pay any invoice which is received more than six (6) months following delivery of the relevant Supplies.

8.4 Without prejudice to any other right or remedy, Buyer may set off any amount owing at any time from Supplier to Buyer or any Buyer Affiliate against any amount payable by Buyer to Supplier in respect of the Agreement or any other agreement.

8.5 In the event Buyer reasonably considers that any invoice submitted by Supplier is defective or relates to Supplies provided other than in accordance with Supplier’s obligations under the Agreement, Buyer shall be entitled to withhold payment of the disputed amount (without prejudice to any other right or remedy it may have) pending resolution of the dispute between the parties.

### 9. DELIVERY

9.1 Title in the Goods shall pass to Buyer on delivery to the Delivery Point or, if earlier, on payment for the relevant Goods. Unless agreed otherwise in writing, delivery of Goods shall be made by Supplier, DDP (Incoterms 2020), to the Delivery Point on the date (and, where applicable, within the delivery time window) and in the condition set out in the Agreement. Supplies delivered outside specified times remain at Supplier’s risk and may be refused by Buyer.

9.2 An advice/delivery note quoting Supplier’s name, the Binding Purchase Order number, Supplier’s stock number(s) and any additional information or documentation agreed in writing must accompany each delivery or consignment of Goods and must be displayed prominently on each delivery or consignment. Any required Certificate of Analysis, manufacturer’s batch number or other manufacturing records should be sent separately to Buyer’s designated Quality Assurance team. Supplier shall retain samples of each batch of Goods delivered to Buyer and shall make a reasonable amount of such retained samples available to Buyer upon request.

9.3 Buyer will not pay for or return packaging materials unless previously agreed between the parties and confirmed in writing.

9.4 Supplier must report immediately to Buyer the occurrence of any event which is likely to affect delivery of the Supplies, setting the reasons for the delay, new delivery date and the actions which have been initiated. Time is of the essence as to the delivery of the Supplies.

9.5 The quantity of Goods or type of Services set out in the Agreement may not be changed by Supplier without Buyer’s prior written consent.

### 10. REMEDIES

10.1 Any remedy available to Buyer is cumulative and is not in lieu of any other remedy. If any Supplies are not supplied in accordance with, or Supplier fails to comply with, the Agreement, or if the Supplies are not or are only partially fulfilled by the relevant due delivery date or Service Completion Date, Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion and without liability to Supplier:

10.1.1 in the event of material default by Supplier, to cancel the Agreement or Supplies (and/or any other agreements and/or purchase orders) in whole or in part and require a full and immediate refund for the Supplies so cancelled. Material default for these purposes shall include, but not be limited to, any breach of Conditions 3, 4, 9.1, 11 or 12.7;

10.1.2 to reject the Supplies (in whole or in part) and (in respect of Goods) return them to (or make the same available for collection by) Supplier at the risk and cost of Supplier and require a full refund for the Supplies so rejected (such refund to be paid immediately by Supplier);

10.1.3 at Buyer’s option, to give Supplier the opportunity, at Supplier’s expense, to remedy any defect in the Supplies or to supply replacement Supplies and carry out any other necessary work to ensure that the Agreement (as applicable) is fulfilled within a time limit specified by Buyer;

10.1.4 to carry out (either by itself or through a third-party supplier), at Supplier’s expense, any work, or purchase alternative goods and/or

services, as may be necessary to make the Supplies comply with the Agreement; and

10.1.5 to claim such Losses as may have been sustained as a result of Supplier’s default.

10.2 If there is any matter which may cause a safety risk to consumers arising from the Supplies or a potential recall or withdrawal of any Goods (or Buyer products which contain the Goods) the Supplier shall give advance notice to Buyer as soon as possible of any action Buyer or Supplier is obliged to take and full details of the underlying issue. Except as required by law, Supplier shall not seek to commence any recall or withdrawal of Goods or Buyer products without the prior written consent of Buyer. Supplier shall indemnify and keep indemnified Buyer (and shall also pay to Buyer such amounts as would indemnify and keep indemnified Buyer Indemnified Parties) in full against all Losses incurred or suffered as a result of recall or withdrawal of a product incorporating the Supplies to the extent that such Losses arise as a result of the Supplies.

10.3 All of the obligations in this Condition 10 and in Condition 4 shall further apply in relation to any rectified or replacement Supplies.

### 11. ETHICAL STANDARDS AND SANCTIONS COMPLIANCE

11.1 Supplier will:

11.1.1 comply with the Buyer Code and undertake any training in relation to the Buyer Code that Buyer may reasonably require from time to time;

11.1.2 take appropriate action to require Supplier’s own contractual partners to comply with: (a) the Buyer Code; or (b) alternative obligations that ensure that each of the principles contained in the Buyer Code are complied with in materially the same way, including by agreeing appropriate contractual obligations and control mechanisms, and passing on the obligations in this Condition 11.1.2 within their own supply chain; and

11.1.3 comply with all economic and/or trade sanctions laws, regulations and any other binding measures of the UK, European Union, the United Nations, the United States of America or any other jurisdiction applicable to the parties.

### 12. MISCELLANEOUS

12.1 Supplier will not assign, transfer or subcontract (or grant any security over) the whole or any part of its rights, remedies or obligations in connection with the Agreement without the prior written consent of Buyer. Where assignment, transfer or subcontracting occurs, with or without consent, Supplier shall retain liability for the acts and omissions of any such assignees, transferees or subcontractors as fully as if such acts or omissions were the acts or omissions of Supplier.

12.2 Any waiver by Buyer of any breach or default by Supplier shall only be effective if granted in writing, and if so granted not be deemed a waiver of any subsequent or other breach or default.

12.3 If any provision of the Agreement is held to be invalid or unenforceable it shall, to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.

12.4 Upon prior and reasonable written notice, Supplier will permit Buyer and any of its authorised representatives to have access to Supplier’s premises, personnel and records (relevant to the Supplies) to verify Supplier’s compliance with the Agreement.

12.5 The Agreement will not be enforceable by any person other than Buyer and Supplier.

12.6 Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other at its registered office or principal place of business. Notice (save for commencement of proceedings) may also be sent by email, to an approved e-mail address recipient (as notified by the recipient party in writing), provided that no failed delivery or out of office message is received.

12.7 Each party acknowledges that it may have access to confidential information relating to the business/affairs of the other party. Each party will keep confidential, and will not use for any purpose other than the performance of (or the exercise of rights in respect of) the Agreement, and will not, subject to Condition 12.8, without the prior written consent of the other, disclose, directly or indirectly, to any third party, any confidential information of the other party.

12.8 Buyer may disclose confidential information received from Supplier to Buyer Affiliates, service providers and professional advisors under conditions of confidentiality.

12.9 Nothing prevents use or disclosure by either party of information which is already in the public domain (other than due to default of such party) or which such party acquires independently of the other party and without restriction on disclosure or use, or prevents disclosure to the extent required by law or regulation.

12.10 The Agreement contains the whole agreement between the parties in respect of the applicable subject matter and shall supersede all prior written or oral agreements, arrangements and understandings between the parties relating to such subject matter.

**GENERAL TERMS & CONDITIONS OF PURCHASE (“Conditions”) OF ALTERNATIVE SWINE NUTRITION, S.L. (“Buyer”)**

12.11 The Agreement and any dispute or claim arising out of or in connection with the same or their subject matter or formation, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with Spanish law. The parties submit to the exclusive jurisdiction of the courts of Madrid (Spain). The United Nations Convention on the International Sale of Goods shall not apply to the Agreement.

This document constitutes the particular conditions of purchase ("Special Conditions") subscribed between ALTERNATIVE SWINE NUTRITION, S.L. ("Purchaser") with NIF A-80208655, with registered address at / Comunidad de Murcia parc. LIE 1-03, Fraga (Huesca) and the Supplier. These Special Conditions shall apply to any other contract or conditions of any kind and shall form an inseparable part thereof.

The agreement between the Purchaser and the Supplier shall be governed by these Special Conditions and by the General Conditions of Purchase ("General Conditions") of ALTERNATIVE SWINE NUTRITION, S.L. attached to the same. The signature of this document implies the acceptance of the aforementioned General Conditions. The conditions agreed in this document will prevail over the General Conditions of Purchase of ALTERNATIVE SWINE NUTRITION, S.L. and over any other document of the Supplier, in case of contradiction or discrepancy.

Any reference to "food product(s)" in this document shall have the meaning provided for in article 5 letter e) of Law 12/2013 of 2 August, on measures to improve the functioning of the food chain.

## **1. CLAUSES APPLICABLE TO PURCHASES OF FOOD PRODUCTS**

### **1.A. PURPOSE**

The purpose of this document, which is of a commercial nature, is to regulate the specific conditions for the purchase of food products by the Purchaser from the Supplier.

Making use of the provisions of article 9.1.b) of Law 12/2013 of 2 August 2013 on measures to improve the functioning of the food chain, as amended by Law 16/2021 of 14 December (hereinafter "LCA"), it is provided that the categories or references to be purchased may be specified with each purchase order or purchase order.

### **1.B. PRICE, ORDERS AND PAYMENT CONDITIONS**

#### Price:

The Supplier declares to the best of its knowledge and belief that the final purchase price paid by the Purchaser including discounts, applicable bonuses and other economic conditions agreed in the contract or in this document of Special Conditions is higher than the effective cost of production, including all the costs assumed by the Supplier for the development of its activity.

Invoices issued by the Supplier shall include all the details of the corresponding order (order no., date and delivery note no.). If this stipulation is not complied with, the Supplier shall be liable for any delay in the processing and payment of the relevant invoice. Invoices shall be sent by e-mail.

Orders or purchase orders: all the conditions set out in the order or purchase order (price, dates, quantities, etc.) shall be deemed to be accepted by the Supplier when the latter, within twenty-four (24) hours of receipt, does not indicate in writing its disagreement or the impossibility of supplying all or part of the goods requested. Orders shall be communicated to the Supplier by -email from 9 a.m. on Monday to 2 p.m. on Friday Spanish time. Orders must be placed within a minimum of 24 working hours, considering the following working hours: Monday - Thursday from 9.00 a.m.

to 5.00 p.m. and Friday from 9.00 a.m. to 2.00 p.m. The Supplier shall be obliged to deliver the order within 24 working hours. The Supplier shall be obliged to deliver the order, provided that he has accepted it in accordance with the terms set out herein, within the period indicated below or specified in the order itself. The Supplier may not refuse to carry out an order once it has been communicated by the Purchaser in the terms provided for herein. If the Supplier is unable to deliver within the agreed time and in the agreed manner, the Purchaser shall be informed by the Supplier as soon as possible

Terms of payment:

The Purchaser shall pay the stipulated price within 30 working days of receipt of the invoice issued by the Supplier. This deadline is in accordance with the provisions of Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions.

**1.C. CONDITIONS OF DELIVERY AND AVAILABILITY OF THE PRODUCTS. PENALTIES.**

Place: deliveries will be made to the facilities of ALTERNATIVE SWINE NUTRITION, S.L. located in PL Fraga C/ Comunidad de Murcia within 5 days of receipt of the order by the Supplier.

Transport: it is the obligation and responsibility of the Supplier to transport the goods to the aforementioned facilities, at his own expense and in compliance with all the requirements necessary to maintain the products in the required conditions.

Delivery: the delivery of the goods must be made in time, form and place as established in these Special Conditions or in the order, except in cases of force majeure. Otherwise, or in the event of partial deliveries, the

Purchaser may choose between the fulfilment or cancellation of the order, and may apply the penalties indicated below. The goods shall be deemed to have been delivered, for the purposes of the transfer of risk, when the Purchaser signs the delivery note justifying receipt. Likewise, in the event that the delivery presents a defect, the Purchaser shall be entitled to withhold payment for the delivery until the defect is remedied, without this circumstance entitling the Supplier to apply penalties or interest of any kind to the Purchaser.

Packaging: all the goods covered by the order or purchase order must be suitably packaged for subsequent transport and storage, in order to avoid damage to the goods which, if caused by faults in the packaging, shall be for the Supplier's account.

Documentation: each consignment must be accompanied by its corresponding delivery note (the information relating to the batch, best-before date and order number must be indicated) and all the documents deriving from the type of goods delivered, as well as any other document required by the legal or regulatory provisions in force.

Penalties:

1. Failure by the Supplier to comply with the delivery dates or execution deadlines, whether partial or final, shall be sanctioned by the application of a penalty. This penalty shall be applied independently of the general right to claim the corresponding compensation for damages caused by the non-fulfilment of any of the aspects agreed in the contract or order.
2. If no other penalty has been agreed, the penalty shall be 2,5 % of the total price of the contract or order for each calendar week of delay, whether

complete or not. If the delay lasts longer than two weeks, from the third week onwards, the penalty shall be increased by 5 % per week.

3. Penalties for delays may not exceed 10% of the total price of the order. If this penalty limit is reached, the Purchaser shall be entitled to terminate the order or contract. The Purchaser may pass on to the Supplier all necessary costs and surcharges which he is obliged to pay to other suppliers or contractors as a direct consequence of the delay up to the maximum amount of the penalty.

4. Termination of the order shall entitle the Purchaser to receive compensation as a penalty clause. Such compensation shall be equal to 10% of the order price or equal to the sum of the sums that the Purchaser has paid to the supplier. It shall be up to the Purchaser to choose one or the other of the two possible amounts of compensation. Termination of the order shall be made in writing and without recourse to a court of law.

5. If, during the guarantee period, the Purchaser is deprived of the availability or use of the goods supplied because of deficiencies in the same, or because of the work to be carried out to remedy them, in compliance with the Guarantee, the Supplier shall be penalised with the penalty established for this purpose in the Order and, if this has not been done, with 0.5% of the total price of the Order for each calendar day of non-availability or non-use, up to a maximum of 10%.

6. The application of the penalties provided for does not exempt the Supplier from the full extent of the Guarantee. Consequently, the Supplier is first obliged to do everything possible to eliminate or minimise the technical deficiencies noted; to pay penalties for those that cannot be corrected and are within the admissible tolerances and to redo or repeat,

as appropriate, the work or services subject to the Order at the Purchaser's request, if the deficiencies noted exceed the admissible tolerances.

7. Any applicable penalties will be charged to the Supplier by deducting the amount from the first payments to be made to him by the Purchaser for any item, including other Orders, by enforcing any bonds he may have posted, or jointly by both means, or by any other means at the Purchaser's choice, in accordance with the Law. The Purchaser shall inform the Supplier as soon as possible of the method chosen for the collection of the penalty, the concept for which it is charged and its amount.

8. In no event shall the Purchaser be liable for indirect or consequential damages, loss of profit or loss of profits arising from this order.

#### **1.D. DURATION**

It is established as from the date of signature of these Particular Conditions, for a period of 3 years or for the period stated in the order, and its validity may be extended by written agreement between the parties. The content of this agreement shall continue to apply at the end of the agreement until both parties expressly agree to modify it, in which case, they shall be obliged to negotiate the new conditions before the expiry date of the agreement in force or within two (2) months after its expiry, during which time the previous contract shall remain in force, but it may be agreed that the new commercial conditions shall be backdated to the expiry of the previous conditions.

The parties may modify any term or condition of this agreement, and such modification must necessarily be made by mutual agreement and in writing.

#### **1.E. INFORMATION AND CONFIDENTIALITY**

In the event that during the term of this agreement it should be necessary for the effective fulfilment of their respective contractual obligations for the parties to provide each other with information that is considered trade secrets in accordance with the provisions of article 13 LCA, it is agreed that such information shall be specified in writing, as well as its delivery period. Said information must be provided and justified by objective reasons related to the object of the agreement, and must be used exclusively for the purposes for which it was provided, respecting at all times the confidentiality of the information transmitted or stored.

#### **1.F. RIGHTS AND OBLIGATIONS OF THE PARTIES**

The rights of the parties are those legally applicable, those contained in this contract and any other document signed between the parties.

The Purchaser undertakes to:

- Receive the goods and fulfil its payment obligations under the conditions agreed by the parties.

The Supplier undertakes to:

- To have the licences and authorisations established by the legislation in force for the supply of the products purchased by the Purchaser and to accredit that the products supplied comply with the applicable legislation in force.

- To undertake the necessary actions for the effective withdrawal of those products subject to health alerts or any other incident related to quality and/or safety, for which purpose it shall notify the Purchaser as soon as it

becomes aware of the same. In this case, if it is agreed that the goods are to be destroyed, Supplier shall pay the cost incurred for this concept.

#### **1.G. CAUSES, FORMALISATION AND EFFECTS OF THE TERMINATION OF THE CONTRACT**

This agreement may be terminated for the following reasons:

1. By the will of either of the parties when there is a serious breach of the agreed obligations.
2. By agreement of the parties in writing.
3. The extinction of the legal personality of any of the parties.

In any case, the party that intends to terminate the present contract, alleging non-fulfilment by the other party, must request the fulfilment of the obligation in a reliable manner, granting the non-fulfilment party a period of fifteen (15) days in which to remedy the non-fulfilment. Once this period has elapsed without the non-performance having been remedied, the aggrieved party may exercise the aforementioned power.

In the event that the non-conformities cannot be remedied within ten (10) days, the aggrieved party may directly exercise the aforementioned option, without the need to previously send the aforementioned request.

#### **1.H. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this contract when such delay or failure is due to force majeure as defined in article 1.105 of the Spanish Civil Code.

In the event of force majeure, the party alleging force majeure must inform the other party immediately. In addition, the party alleging such circumstance must send to the other party any documentation evidencing that an event of force majeure has occurred within ten (10) days from the date of dispatch of the aforementioned notification.

The party declaring that an event of force majeure has occurred is obliged to take all possible measures to try to fulfil the contractual obligations arising from this contract to which it may be entitled and to limit delays in the performance thereof. Without prejudice to the foregoing, if the cause of force majeure persists for a period of more than forty-five (45) days, either party shall be entitled to terminate the contract.

### **1.I. DATA PROTECTION**

ALTERNATIVE SWINE NUTRITION, S.L. is the controller and processor of your personal data in accordance with Organic Law 3/2018, of 5 December, on Data Protection and the General Personal Data Protection Regulation. The purpose of the processing of your data is the execution of this contract and the management of the commercial relationship between both parties. ALTERNATIVE SWINE NUTRITION, S.L. may share your information with its service providers and professional advisors. ALTERNATIVE SWINE NUTRITION, S.L. may also share data with the companies of the group to which it belongs, Associated British Foods plc, for reporting and internal audit purposes. No other transfer of personal data will be made unless there is express consent from you or you are obliged to provide this information in compliance with the law. It will keep the information in its databases for as long as the commercial relationship is in force and during the period of limitation of legal actions. You can exercise your rights of

access, rectification, deletion, limitation, portability and opposition of your data by writing to ALTERNATIVE SWINE NUTRITION, S.L. to the address PL Fraga C/Comunidad de Murcia parc. LIE 1-03 or via the following link: <https://www.asn-nutrition.es/contacto> For more information please consult our privacy notice at <https://www.asn-nutrition.es/politica-de-privacidad/>

### **1.J. APPLICABLE LAW AND DISPUTE RESOLUTION**

The validity and interpretation of this agreement shall be subject to Spanish law. To resolve any differences that may exist between the parties in the interpretation or execution of the agreement, compliance or non-compliance, and by extension the resolution of all types of conflicts, the parties submit themselves to the Courts and Tribunals of Madrid, Spain.