

## **GENERAL CONDITIONS OF SALE**

### **1. PURPOSE, DURATION AND MINIMUM CONTENT OF THE CONTRACT**

The purpose of this contract, of a commercial nature, is to regulate the general conditions of sale of ALTERNATIVE SWINE NUTRITION, S.L. (hereinafter, "ASN") to its CUSTOMER, according to the stipulations indicated in these General Conditions of Contract, in general. The present General Conditions are applicable to any other contract or particular conditions, forming an indissoluble part of the same.

The duration of the present contract will extend from the date of signature or acceptance of the conditions until the date indicated as the end date in the particular conditions, unless an extension of the contract is agreed by the parties.

With regard to the minimum content of this contract, the provisions of Article 9 of Law 12/2013 of 2 August 2013 on measures to improve the functioning of the food chain (hereinafter "LCA"), as amended by Law 16/2021 of 14 December, shall apply in all cases.

These general terms and conditions prevail over the Customer's terms and conditions.

### **2. GENERAL INFORMATION ON ORDERS**

In accordance with the provisions of article 9.1.b) of the LCA, it is possible that the categories or references to be purchased may be specified with each order.

If ASN agrees to forward buy any materials specifically for the order then the Customer agrees to place orders, and not to cancel such orders, for sufficient quantities of supplies as will completely utilise the forward bought materials. ASN agrees to place these orders in line with mutually-agreed forecasts, and any amendments to these must be agreed in writing with ASN, failing which Customer shall be liable for any additional charges incurred by ASN (including without limitation for storage and administration). If Customer does not use all the forward bought materials by the end of the calendar month for which the purchase was contracted, then ASN reserves the right to sell those materials and Customer shall be liable for any losses (versus the original cost of purchase of those materials) and costs incurred by ASN in doing so.

The Customer acknowledges that these T&Cs are made subject to availability and that ASN will not know until nearer the delivery date how much of the supplies will be available for delivery. If ASN informs the Customer that it is unable to fulfil the sale of some or all of the quantity of supplies stated in an order confirmation, then ASN may offer Customer an alternative product to make up any difference. If (i) ASN is unable to offer an alternative product, or (ii) Customer informs ASN that it does not wish to proceed with the order on this revised basis; or (iii) Customer fails to inform ASN whether it wishes to proceed with the order on this revised basis within 5 days of being offered that alternative product, then Customer shall be deemed to have cancelled its order for the supplies, without liability for either party. For the avoidance of doubt this cancellation shall not affect any other outstanding orders for supplies by Customer and these shall remain in force. The rights of ASN under this condition are in addition to any other rights ASN may have.

### **3. GENERAL INFORMATION ON THE PRICE**

The price to be paid shall be that stipulated between the parties or in the Particular Conditions, which shall be maintained during the term of this contract, and shall be set in accordance with the current wording of Law 12/2013, of 2 August, on measures to improve the functioning of the food chain, in particular in accordance with the provisions of articles 9.1.c) and 12 of the aforementioned law.

In any case, the price stipulated in the particular conditions shall cover the entire production cost of the selling party.

If during the term of this contract, extraordinary circumstances beyond ASN's control occur which affect the fulfilment of the provisions of the previous paragraph, ASN may request a revision of the price in order to cover its production costs and to re-establish the balance of the services. This request may be made as soon as ASN becomes aware of the circumstance. The CUSTOMER may, at its own expense, carry out any checks it may require in order to verify the situation invoked by ASN. In the event that the CUSTOMER does not expressly accept the price revision proposed by ASN within ten (10) days, ASN shall have the right to unilaterally withdraw from the contract by notifying the other party fifteen (15) days in advance, without this giving rise to any type of indemnity or compensation in favour of the CUSTOMER. During this period the parties undertake to continue executing the contract in good faith. ASN shall supply the volume corresponding to said period and the CUSTOMER shall pay the invoices in the manner and within the terms agreed in the contract.

#### 4. GENERAL PROHIBITION OF SELLING AT A LOSS

Pursuant to Article 12b of the LCA and in order to prevent the destruction of value in the food chain, each operator in the food chain must pay to the operator immediately upstream a price equal to or higher than the cost of production of that product actually incurred or borne by that operator. Proof shall be furnished in accordance with legally admissible means of evidence. Likewise, in order to protect the marketing capacity of primary producers, operators who make the final sale of foodstuffs or food products to consumers may not apply or offer a retail price lower than the actual purchase price of the same, and this practice may be considered "unfair selling", without prejudice to the provisions of article 14.1 of Law 7/1996, of 15 January.

#### 5. GENERAL INFORMATION ON THE TERMS OF PAYMENT

By virtue of the provisions of article 9.1.d) LCA, the debtor party may not receive any compensation, advantage or discount for complying with the provisions of this contract or the applicable regulations, nor may any conditionality be established in the payment.

In any case, payment terms must comply with the terms stipulated in commercial transactions involving food or food products, in accordance with the provisions of the first additional provision of Law 15/2010, of 5 July, without prejudice to the specific regime applicable to retail trade regulated in article 17 of Law 7/1996, of 15 January, on the Regulation of Retail Trade, in relation to the provisions of its sixth additional provision.

#### 6. GENERALITIES REGARDING THE REGIME OF EXTENSIONS

In the event that an extension of the present contract is agreed in writing between the parties and for the period stipulated in the Particular Conditions, the negotiation of the extension must

be carried out respecting the terms established in article 9 bis LCA, that is, before the expiry date of the present contract or within the two (2) months following the expiry of the same.

## 7. GENERAL INFORMATION ON CONTRACTUAL MODIFICATIONS

In compliance with the provisions of articles 12.1 LCA and 1.256 of the Civil Code, any modification of the contract is hereby expressly prohibited, unless it is made by mutual agreement between the parties and in accordance with the guiding principles set out in article 4 LCA, with the exception of the provisions of stipulation 3 of these General Conditions.

## 8. TERMINATION OF THE CONTRACT

Without prejudice to the provisions of the particular conditions, which shall apply in preference to the provisions of these General Conditions, the contract may be terminated for the following reasons:

1. At 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 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 exercise the aforementioned option directly, without the need to send the aforementioned notice beforehand.

## 9. DELIVERY CONDITIONS

The goods shall be deemed to have been delivered, for the purposes of the passing of risk, when the Customer signs the delivery note justifying receipt. The Customer undertakes to accept the goods once they have been delivered. The seller shall deliver the goods within the deadlines set out in the specific terms and conditions. Unless expressly agreed otherwise, the seller will have a minimum period of two (2) working days (except Saturdays) in Spanish territory and four (4) working days (except Saturdays) in European Community territory to make the delivery from the acceptance of the order.

## 10. CLAIMS FOR DEFECTS IN QUALITY OR QUANTITY

Once the goods have been received, the Customer will have a period of seven (7) working days to make a claim for defects in quality or quantity. In any case, the seller shall be liable for hidden defects that affect the quality of the product.

In the event of differences between the goods unloaded by the Customer and those loaded by the seller, the seller undertakes to supply the differences as long as they are justified within seven (7) days following the delivery of the goods by the Customer providing the weighing tickets of the vehicle loaded and unloaded, and the documentation accrediting that the weighing scales are up to date with the revisions established by regulations. The amount resulting from applying the maximum margin of weighing error permitted by regulations for each type of scale will be excluded from the calculation of the difference in weight.

The seller undertakes to ensure that the quality of the feed delivered corresponds to that agreed. In the event of a hidden defect that renders the goods unfit for their intended use, the seller undertakes to remove the defective quantities and to replace an equivalent quantity within two (2) weeks. The costs of removal and replacement shall be borne by the seller and, in addition, the seller shall be liable for any damages that the Customer proves to have incurred up to a limit equal to twice the value of the goods affected by the quality defect, without prejudice to the application of clause 15.

## 11. LIABILITY

Delay in delivery shall not be a cause for termination of this contract, but the seller shall be obliged to compensate the Customer for any damage caused. In any case, the limit of liability is limited to twice the amount of the order delivered late, excluding taxes, without prejudice to the application of clause 15.

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ASN's total aggregate liability (including costs and interest), whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of the business relationship governed by these Conditions, shall be limited as follows:

(a) in respect of any claim for property damage arising out of or in connection with the performance of the business relationship, the liability shall be the maximum of the following amounts:

(i) the total of all sums paid or payable by the Customer in any twelve month period ending on the date on which the loss occurs, the first day on which delay in delivery is deemed to exist or the cause of the claim;

(ii) EUR 1.000.000

ASN shall be entitled to set-off from the limitation cap set out in (i) or (ii) the amount of any other property claim arising in that year for which ASN is liable which shall have the effect of reducing the limits in (i) and (ii) accordingly; and

(b) in respect of all claims other than those covered by sub-clause (a), be limited to the price of the deliveries.

## 12. OTHER CONTRACTUAL PENALTIES

In compliance with the provisions of article 9.1 k), second paragraph, LCA; any contractual penalties for non-conformities, incidents or any other duly documented circumstance will be detailed in the particular conditions, if applicable, which in any case must be proportionate and balanced for both parties.

## 13. INFORMATION TO BE PROVIDED BY THE PARTIES

On signing the contract, the parties undertake to provide each other, for their mutual knowledge, with the information required for the purposes of complying with the provisions of article 13 LCA and other regulations that may be applicable. The information that the parties must communicate to each other for the effective fulfilment of their respective contractual obligations must be specified in the particular conditions, as well as the deadline for the delivery of such information, which in any case must be proportionate and justified by objective reasons related to the object of the contract. In any case, both parties hereby undertake to comply in full with the provisions of article 13 LCA.

The parties undertake to maintain the confidentiality of any information of the other party of which they may become aware during the performance of this contract and undertake not to disclose it to third parties without the prior consent of the other party. This obligation remains in force during and after the term of this contract.

Exceptions to the above rule are those cases in which the transmission of information is necessary due to the requirement of an official authority or by virtue of any legal provision.

## 14. 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.

## 15. DATA PROTECTION

ALTERNATIVE SWINE NUTRITION, S.L is the entity responsible and in charge of the processing 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. ASN may share your information with its service providers and professional advisors. ASN may also share data with its group companies, Associated British Foods plc, for internal reporting and auditing purposes. No other transfer of personal data will take place unless there is express consent from you or you are required to provide this information by 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, 22520 Fraga, Huesca. For more information please consult our privacy notice at <https://www.asn-nutrition.es/>

#### 16. DISPUTE RESOLUTION PROCEDURE AND APPLICABLE LAW

Any litigious issues that may arise from the interpretation and execution of this contract shall be subject to the courts of Madrid. The contractual relationship and these conditions shall be subject to Spanish law.

#### 17. ECONOMIC SANCTIONS CLAUSE

For the purposes of this Agreement:

“Sanctioned Person” means any person, organisation, aircraft or vessel

- (i) designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the US Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entity List, Debarred Parties List and Terrorism Exclusion List or on any list of targeted persons issued under the Economic Sanctions Law of any other relevant country (including the European Union);
- (ii) that is, or is part of, a government of a Sanctioned Territory;
- (iii) owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; or
- (iv) incorporated within, located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Laws; or
- (v) otherwise targeted under any Economic Sanctions Law.

“Economic Sanctions Law” means any laws, regulations, or other binding measures of the UK, European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, North Korea, Cuba, Syria, Crimea, Sevastopol, and non-government controlled areas of Ukraine.

The Customer:

- (a) shall on request by ASN certify to ASN in writing signed by an officer of the Customer, compliance with this Condition by the Customer and all persons associated with it (including its officers and employees). The Customer shall provide such supporting evidence of compliance as the Company may reasonably request;
- (b) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of any Contract, is a Sanctioned Person;
- (c) shall comply with Economic Sanctions Law in all respects related to the performance of this Contract and shall not have any dealings or transactions with any Sanctioned Person (including in respect of any further sale of the Goods if such dealings or transactions could cause ASN to be in violation of, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic Sanctions Law; and
- (d) shall, in respect of Goods supplied by the Company and resold by the Customer and in order to comply with clause (c) above, perform reasonable due diligence checks on its customers.