GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

COSUN

Article 1 Applicability

1.1 These terms and conditions are applied by Cosun Ingredients B.V., as well as by all its affiliated companies, all hereinafter referred to as "**Cosun**".
1.2 These terms and conditions apply to all offers made by Cosun, as well as to all agreements with and/or legal acts between Cosun and the (intended) customer, hereinafter referred to as the "**Customer**", relating to the sale of goods, services and/or work.
1.3 The applicability of any other general terms and conditions (of purchase) is hereby expressly rejected.
1.4 These terms and conditions can only be deviated from by written agreement.
1.5 In the event of a conflict between these terms and conditions and written agreements, the written agreements shall prevail over these terms and conditions.

Article 2 Offers, agreement

2.1 All offers made by Cosun are without obligation and the prices stated are exclusive of VAT.
2.2 If Cosun receives an order from the Customer, a purchase agreement will only be concluded after Cosun (i) confirms the order in writing, or (ii) executes the order.
2.3 Cosun reserves the right to require security from the Customer before and/or during the execution of an agreement.

Article 3 Prices and rates

3.1 The prices quoted by Cosun in its offer are applicable to the agreement.
3.2 The prices of the goods are based on delivery according to FCA (Free Carrier) (agreed place of delivery) Incoterms® 2020, unless otherwise agreed in writing, and are exclusive of VAT.
3.3 The introduction and/or increase of import duties, levies, sales tax and/or other taxes on (the delivery of) the goods or any raw materials and/or consumables or any other cost increase occurring after conclusion of the agreement, shall be charged to the Customer by Cosun and the Customer shall immediately pay Cosun.
3.4 Costs related to or the result of (possible) restrictive government measures (such as gas shutdown) or the availability of raw materials and auxiliary materials to a lesser extent or under more onerous conditions as a result of the energy crisis will be charged separately by Cosun and invoiced to Customer and will be paid by Customer to Cosun.

Article 4 Transfer of risk

4.1 Unless expressly agreed otherwise, all deliveries are based on FCA (Free Carrier) (agreed place of delivery) Incoterms® 2020.
4.2 Goods are deemed to have been delivered once they have been made available to the Customer at the place specified in the agreement.

Article 5 Delivery

5.1 Given the campaign-driven processing of chicoryroots and the subsequent delivery of goods throughout the year, the agreed total volume of goods shall be purchased and distributed evenly throughout the year, whereby the mutual interests of both the Customer and Cosun will be taken into account as much as possible. Cosun may deviate from the above in the event of a one-off delivery or if the parties have made different agreements.
5.2 If Cosun fails to (on time) unload the goods made available by Cosun because of a failure caused by Customer, Cosun will be entitled to charge the additional costs of transport and storage to the Customer without a notice of default being required.
5.3 The determination by Cosun of the quantity of goods delivered to the Customer in a specific delivery is binding, subject to proof to the contrary.
5.4 All (agreed) delivery times are approximate only. No period communicated by Cosun can be regarded as a strict deadline.

Article 6 Force majeure

6.1 Force majeure releases Cosun from its obligation to deliver within a specified period or on a specified date, and gives it the right, if necessary, to suspend, or to wholly or partially terminate the corresponding

agreement by means of a written notification to the Customer, without the Customer being entitled to compensation.

6.2 Force majeure means any circumstance or event that cannot be attributed to Cosun, as a result of which Cosun cannot reasonably be expected to fulfil its obligations, including – to the extent not already included – insufficient harvest, crop failure, operational failure, strike or interruption of operation of any nature, fire, railway strike, defective vehicles, transport problems of any nature that impedes, obstructs or delays transport to Cosun and/or from Cosun to the Customer, late delivery by one or more suppliers, cybercrime such as but not limited to cyberattacks, malware, phishing and DDos, malfunctions or failures in the supply of energy, the internet or other (tele) communication facilities or technological systems, civil war or war, epidemic, pandemic, health authority orders related to epidemic or pandemic and conditions in general that disrupt the regular production and/or operation of Cosun, or the delivery to the Customer.

6.3 Insufficient harvest or crop failure means the complete or partial failure of harvest of the raw materials and/or consumables required by Cosun, as a result of which Cosun cannot obtain the required raw materials and/or consumables, is unable to do so in good time, or only under more onerous conditions.

6.4 In the event that, as a result of force majeure, the delivery is delayed by more than three months, both the Customer and Cosun are entitled to terminate the agreement for the part not yet delivered.

Article 7 Retention of title

7.1 All goods delivered to the Customer by Cosun shall remain the property of Cosun until the Customer has met all its obligations towards Cosun relating to any current, previous and future deliveries of a similar nature and relating to activities performed or yet to be performed by Cosun. Until that moment, the Customer shall be deemed to keep the goods on behalf of Cosun.

7.2 Until the moment the Customer has fully fulfilled its obligations towards Cosun, the Customer is only entitled to process or dispose of these goods, to the extent this is part of the normal conduct of its business.

7.3 The Customer is obliged to inform Cosun immediately if third parties assert or intend to assert rights to the goods subject to the retention of title by Cosun.

7.4 Pursuant to Article 7.1, Cosun shall always be entitled to collect these goods without having to give prior notice. At the first request of Cosun, the Customer will cooperate fully with this, including providing access to the area where the goods are stored and the removal of these goods.

Article 8 Acceptance and complaints

8.1 The Customer is obliged to sufficiently inspect the delivered goods or to have them inspected upon delivery and in any case prior to treating or processing them, to ensure that they are in accordance with the agreement (including the quality and type).

8.2 Complaints relating to the quantity of goods delivered and other defects visible upon delivery must be reported immediately to Cosun on the accompanying documents and by e-mail, including the most detailed possible description of the nature and extent of the alleged defects. Minor deviations from the agreed properties and/or quantities shall not be regarded as defects.

8.3 Complaints relating to defects that were not visible immediately upon delivery must be submitted to Cosun in writing, at the latest within two working days of discovery thereof, with the most detailed possible description of the nature and scope of the alleged defects, but in any event within one month of delivery of the goods concerned and before the moment the Customer uses the goods in its production process, processes or repackages the goods or sells the goods.

8.4 If no complaints about defects have been made in good time regarding the goods, in accordance with Articles 8.2 and 8.3, or if the Customer uses the delivered goods in its production process, processes or repackages the goods or sells the goods, the goods will be regarded as accepted and the Customer has granted Cosun full discharge in respect of those goods. Any claim of the Customer in respect of any defects will therefore lapse and complaints in this respect will not be dealt with.

8.5 Complaints will not be dealt with and any claim by the Customer will lapse if, after delivery, the nature and/or composition of the goods have been changed, are damaged in whole or in part, are repackaged, the shelf life has expired, the goods have not been stored in the prescribed manner or the goods have been used for a purpose other than that for which they are intended.

8.6 In the event of a timely complaint, in accordance with Articles 8.2 and 8.3, the Customer is obliged to adhere to the instructions of Cosun concerning keeping the goods available or returning them.

Article 9 Liability

9.1 The liability of Cosun is limited to direct damage and will not exceed the invoice amount (exclusive of VAT) of the goods delivered to which the liability relates.

9.2 In no event shall Cosun be liable for any indirect damage, including any damage which is not the direct result of failure, loss of goodwill, loss caused by business interruption, reputational damage, loss of profits and loss of sales, loss of savings, costs relating to removal from the market and/or withdrawal (including recall) of goods delivered by Cosun and/or processed goods which include goods delivered by Cosun, compensation (including fines and penalties) payable to third parties, and losses caused by delays.

9.3 Notwithstanding the foregoing, the liability of Cosun is in any event limited to a total liability of EUR 250,000 (two hundred fifty thousand euros) per agreement or - if this amount is lower - the amount paid out under the liability insurance of Cosun, plus any deductible that may be due, as long as the value of the deductible does not exceed the invoice amount (exclusive of VAT) of the goods delivered to which the liability relates.

9.4 The limitations of liability specified in this article shall not apply if and insofar as the damage is the result of wilful intent or gross negligence on the part of Cosun or the management of Cosun.

9.5 If the Customer removes or modifies the packaging of goods intended for consumers and delivered by Cosun, if it fails to treat the goods in accordance with the instructions or otherwise treats them carelessly, or if it sells and/or supplies goods directly to consumers which are not intended for this purpose, Cosun shall not be liable for any resulting damage.

9.6 The Customer indemnifies Cosun against all third-party claims for compensation of damage for which Cosun is not, or would not be, liable under the provisions of the foregoing paragraphs of this article.

9.7 To the extent that a relationship between Cosun and the Customer could be regarded as a continuing performance contract, the Customer expressly waives any right to compensation (such as - but not limited to - unearned investments and accrued goodwill) in the event that this relationship ends for any reason whatsoever.

Article 10 Returns

10.1 Returns are only permitted if Cosun has agreed to such in writing in advance or if such returns are executed by or on behalf of Cosun.

10.2 Returns are at the expense and risk of the Customer.

Article 11 Packaging

11.1 All reusable packaging, including but not limited to barrels, containers and pallets, remains the property of Cosun. It is given on loan to the Customer and the Customer must immediately return it to Cosun at the expense and risk of the Customer. Unless agreed otherwise in writing, Cosun only takes back this packaging if it is undamaged. The Customer is not authorised to sell or otherwise dispose of this packaging.

11.2 Unless the Customer can prove otherwise upon receipt, it is assumed that the Customer has received the reusable packaging in good condition. Cosun will charge the Customer for the repair costs of any damaged reusable packaging. Loss of the reusable packaging shall also be charged to the Customer at the additional charge stated in the offer. The reusable packaging is considered lost if the Customer has not returned it within three months of receipt.

11.3 The disposable packaging is part of the delivered goods and will not be collected by Cosun.

Article 12 Payment

12.1 Payment must be made within the payment terms specified in the offer of Cosun and in the manner stated on the invoice. In case no payment term is specified in the offer payment must be made within 14 days of the date of invoice. If the full invoice amount has not been paid within this period, the Customer shall be in default and shall owe statutory commercial interest on the outstanding amount. All outstanding amounts owed by Customer shall become immediately due and payable without prior notice if Customer: (i) is declared bankrupt, applies for a suspension of payments, enters into any arrangement with creditors, or (ii) Cosun reasonably believes that Customer's financial position has materially deteriorated.

12.2 Payment must always be made in the currency as stated in the offer of Cosun. In case no currency is stated in the offer payment must be made in Euros.

12.3 Cosun has the right to demand cash payment or payment in advance, if it considers it appropriate, as well as to suspend further delivery as long as payment for previous deliveries is still outstanding. The Customer is at all times obliged to lodge the security deemed necessary by Cosun for payments due, upon first request. For deliveries in parts or instalments, the terms and conditions of payment apply for each partial delivery or each instalment.

12.4 Cosun is entitled to set-off debts or receivables owed to the Customer against the debts or receivables owed by the Customer to Cosun or affiliates or other group members that are part of Coöperatie Koninklijke Cosun U.A.

12.5 All the costs and expenses incurred by Cosun, both judicial and extrajudicial, including collection costs, interest, damage, penalties, fines, in order to recover its claims against the Customer will be borne by the Customer. The extrajudicial costs are set at a minimum of 15% of the principal amount due with a minimum of EUR 750.

12.6 The Customer is not entitled to suspend its payment obligations or to fulfil its payment obligations by invoking set-off. Any dispute regarding an invoice shall not relieve Customer of its obligation to timely pay the undisputed portion of the invoice.

12.7 All invoices must be paid by the Customer from a bank account held in the Customer's name. Payments by third parties are not permitted without Cosun's prior express written consent.

12.8 Cosun may refuse any (third-party) payment, suspend delivery, and/or dissolve the agreement (in whole or in part) if payment is made or intended to be made by a third party without consent.

12.9 The Customer warrants that all payments comply with applicable laws and regulations (including AML, sanctions, and financial supervision rules). Upon first request, the Customer shall provide information and documentation regarding the source of funds and the payer immediately to Cosun.

Article 13 Dissolution

13.1 In the event that the Customer has in any way failed to comply with any obligation (on any account whatsoever) to Cosun or a group company of the Coöperatie Koninklijke Cosun U.A., if the Customer ceases operations, if the Customer requests a suspension of payment, if a request for a suspension of payment was filed against the Customer, if the Customer is in a state of suspension of payment, if the Customer has applied for bankruptcy, if an application for bankruptcy was filed against the Customer, if the Customer is in a state of bankruptcy, or if the Customer offers an agreement with its creditors or in other comparable circumstances, without prejudice to the right of Cosun to claim for failure to perform and/or damages, Cosun is entitled to fully or partially dissolve the agreement with the Customer and/or claim compensation without legal intervention and without any compensation being owed to the Customer and in the event of a partial dissolution, the delivery to the Customer may be suspended.

13.2 In the event that the agreement is dissolved on one or several grounds specified in the previous paragraph, any claim that Cosun has against the Customer will be payable immediately, provided that it has not yet been paid.

13.3 The Customer expressly waives its right to dissolve the agreement.

Article 14 Recall measures

14.1 If there are indications that the goods delivered by Cosun to the Customer are unsafe or otherwise do not comply with the applicable statutory standards and Cosun decides to take corrective measures, including withdrawing these goods from the market and/or recalling them, the Customer will provide all reasonable cooperation in this respect.

14.2 The Customer shall not, without the prior consent of Cosun, take corrective measures in respect of goods delivered by Cosun or processed goods which include the goods delivered by Cosun if, in the opinion of the Customer, the reason for those corrective measures relates to defects in the goods delivered by Cosun. Cosun will not withhold this permission on unreasonable grounds.

14.3 The Customer shall inform Cosun immediately if it becomes aware that the goods are (possibly) unsafe or contrary to statutory standards.

14.4 The Customer is obliged to keep proper records in order to be able to trace immediately to whom it has resold the goods in the event of a possible product safety problem.

Article 15 Confidentiality

15.1 Each of the parties will treat as confidential all information received from the other party that is designated as confidential, or the confidential nature of which should reasonably have been evident (hereinafter referred to as "Confidential Information"). Confidential Information in any event includes the

existence, the nature and the contents of the agreement, as well as other business information of Cosun.

15.2 Article 15.1 does not apply to Confidential Information which a) is already publicly known, b) has been independently developed by one party, without the use of the Confidential Information of the other party, c) was received from a third-party who was under no obligation to keep such information confidential, d) was already in the possession of the receiving party without an obligation of confidentiality. Article 15.1 does also not apply when the receiving party is forced by competent authorities to disclose such information, in which case the receiving party will – if and to the extent legally permitted - immediately notify the providing party about this.

15.3 Confidential Information may only be used within the context of the agreement and may only be copied or reproduced insofar as this is necessary in order for the receiving party to perform its obligations under the agreement.

15.4 Each party shall treat the Confidential Information of the other party in the same manner as it treats its own Confidential Information and similar data, and they are at all times required to take the necessary precautions to maintain the confidentiality of such Confidential Information.

15.5 The obligations set forth in this article shall remain in force for three years after the end of the agreement.

Article 16 Intellectual property rights

16.1 All intellectual property rights which are owned by Cosun or its supplier(s) shall remain the property of Cosun or as the case may be its supplier(s) at all times. The Customer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with Cosun or to any information received from Cosun in any form whatsoever.

16.2 The Customer is not permitted to change the delivered goods, wholly or in part, or to provide them with a different brand name and/or packaging, or otherwise to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights of Cosun.

16.3 The Customer is not permitted to use any name, trade name, trademark, logo or any other reference to Cosun in any external press release, advertising materials, publicity materials or other, without the prior written permission of Cosun.

16.4 The Customer indemnifies Cosun against any claims of third parties relating to the use of designs, materials, samples, brands and the like that have been provided to Cosun by or on behalf of the Customer for the performance of the agreement. This indemnification also includes the full costs incurred by Cosun in defending these claims.

Article 17 Data privacy protection

17.1 Cosun processes personal data in accordance with applicable General Data Protection Regulation (Algemene Verordening Gegevensbescherming), both within and outside the EU.

17.2 If Cosun processes personal data for or on behalf of the Customer in the course of its performance under the agreement, Cosun can be qualified as data processor and the provisions in this Article 17 will also qualify as a data processing agreement as stipulated in the General Data Protection Regulation (Algemene Verordening Gegevensbescherming). Cosun will solely process received personal data further to documented instructions from the Customer and will not in any way use (or cause to be used) such personal data other than as necessary for its performance under the agreement.

17.3 Cosun will implement appropriate technical and organisational security measures to ensure confidentiality and protection against loss or unlawful processing. The Customer is allowed, at its own expense, to periodically examine and evaluate whether Cosun complies with this obligation. Cosun will at the choice of the Customer, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.

17.4 At its first request Cosun will assist the Customer and provide all information available which enables the Customer to comply with its own statutory obligations and to demonstrate this. The Customer acknowledges and agrees that in the course of its performance under the agreement, Cosun may use further processors or sub-processors. Cosun will impose upon such further processors the same data protection obligations as stipulated in this article.

17.5 To the extent permitted by law, Cosun hereby excludes all liability resulting from or related to the processing of personal data under the agreement, including the actions and omissions of third parties engaged by Cosun in that context. The limitation of liability as referred to above does not apply insofar as the damage is the result of gross negligence or wilful intent on the part of Cosun or the management of Cosun. The Customer will indemnify Cosun against all costs incurred and damages suffered by Cosun, which are the result of: (i) the Customer not complying with the applicable Data Protection Legislation (or not complying with it in a timely, correct or complete manner); and/or (ii) a claim of a third party (also including a data subject) that the processing of the Personal Data by Cosun

in accordance with this agreement infringes the rights of the third party concerned or is otherwise unlawful.

Article 18 Disputes and applicable law

18.1 The Court of Zeeland-West Brabant, Breda location has, in the first instance, exclusive jurisdiction to hear any disputes between the Customer and Cosun.

18.2 By way of derogation from Article 18.1, the parties may agree to have the dispute settled by arbitration. In such a case, the place of arbitration shall be Breda (the Netherlands) and the dispute shall be submitted for settlement to the Netherlands Arbitration Institute (NAI) in Rotterdam, in accordance with the rules of this institute.

18.3 The legal relationships between Cosun and the Customer (including, but not limited to, those pursuant to an offer and/or agreement) are governed exclusively by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Article 19 Final provisions

19.1 Each party is an independent contracting party and neither party is authorised to represent or bind the other party. Nothing in the agreement establishes or will have established a joint venture, a partnership or an agency relationship between the parties.

19.2 The Customer is not entitled to transfer or encumber any claim against Cosun to third parties. This prohibition has property law implications. Nor is the Customer entitled to transfer its rights and obligations under the agreement to third parties.

19.3 In the event that one or several provisions of these general terms and conditions would appear to be non-binding, wholly or in part, the other provisions of these terms and conditions remain in force. Cosun reserves the right to replace the non-binding provisions with provisions that are binding and that differ as little as possible from the replaced provision, taking into account the objective and the purpose and intent of these general terms and conditions.

Deposited at the Dutch Chamber of Commerce on 1 December 2026