

Nordzucker (Ireland) Limited – Registration No 423656**General Terms and Conditions of Purchase**

- Solely for commercial transactions -

1. General

- 1.1. For all orders and purchases by Nordzucker (Ireland) Limited (hereinafter referred to as the “Buyer”) from a third party (hereinafter referred to as the “Supplier”) the present General Terms and Conditions of Purchase (hereinafter referred to as the “General Terms”) shall apply exclusively; conflicting terms or conditions of the Supplier differing from the General Terms are not acknowledged by the Buyer, unless – and solely to the extent – the Buyer has explicitly given its consent to them in writing. The General Terms shall also apply if the Buyer unconditionally accepts the deliveries and services, fully aware of any conflicting or differing terms and conditions of the Supplier.
- 1.2. For the purpose of the General Terms “Products” shall mean any and all goods, works and/or services to be delivered or performed by the Supplier to the Buyer. Business day means a day except Saturday, Sunday or an official public holiday (i.e. on a day on which the banks at the Buyer's location are not open for business) (hereinafter referred to as “Business Day”).
- 1.3. To be valid changes or amendments to the General Terms must be agreed in writing between the Supplier and the Buyer.
- 1.4. For the purpose of these General Terms the wording “in writing” shall always include written electronic form (e.g. fax, email etc.).

2. Offer, Orders, Amendments

- 2.1. To be effective, orders shall be placed in writing.
- 2.2. If the Supplier is not able to meet the Buyer's order or any requirements contained therein, the Supplier shall without undue delay after receipt of the order notify the Buyer thereof in writing.
- 2.3. Any alteration, amendment or addition to the order shall only become a part of the agreement if both parties accept such in writing.
- 2.4. Documents, specifications, quality guidelines and descriptions which are submitted or referred to by the Supplier shall be deemed integral parts of the Supplier's offer.
- 2.5. The Supplier shall bear its own disbursements and costs incurred during the phase of offer making and negotiation, in particular for visits, planning for offers and projects, cost estimates, drawings etc.

3. Prices

- 3.1. The agreed price (the “Price”) shall be fixed and subject to no regulations and/or indexation.
- 3.2. Costs, taxes, customs duty and other levies shall be borne by the Supplier unless mandatorily payable by the Buyer in accordance with the applicable laws. If these levies, however, are increased by mandatory law or new levies are implemented by mandatory law after the order placement, such additional amount or levies shall be borne by the Buyer.
- 3.3. To the extent required by law or regulation, the Buyer is entitled to pay an applicable portion of the Price directly to the relevant tax authority (withholding of tax). Such payment by the Buyer shall be deemed as duly made to the Supplier pursuant to the parties' agreement. The aforesaid shall not apply to the extent, but shall apply until, the Supplier has presented the Buyer with adequate registration documentation or other documentation (e.g. decision of relevant tax authority) required for the Supplier to be granted an exemption pursuant to applicable law or regulation.

4. Transport

- 4.1. The delivery term is DDP, at the agreed place of destination (Incoterms® 2020), unless otherwise agreed in writing.
- 4.2. Foodstuffs must be transported in road containers/tankers dedicated and marked for foodstuffs only in accordance with EU regulation (EC) No. 852/2004, as amended from time to time, and other applicable laws and regulations.
- 4.3. If chemicals and/or waste are to be transported, the Supplier shall transport this in accordance with applicable laws and regulations.
- 4.4. The party who is responsible for handling the transport of the Products (the Supplier) is also responsible for taking out and maintaining transport insurance and pay the costs related hereto.

5. Transfer of Risk

- 5.1. The risk of the Products shall pass to the Buyer according to the abovementioned Incoterm (cf. clause 4.1), however, in no event prior to an agreed delivery date, cf. clause 6.1. For deliveries involving installation, commissioning, rectification, or services, the transfer of risk occurs upon written acceptance of the entire delivery (Products) by the Buyer.

6. Time of Delivery, Delay

- 6.1. For the purpose of establishing the point in time of delivery or rectification (cf. clause 12), the relevant point in time is the date of receipt at the agreed place of destination, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance of the entire delivery (Products), including but not limited to installation, commissioning, rectification, services by the Buyer. If a delivery period has been agreed, it shall begin with the date of the order.
- 6.2. Title to the Products shall pass to the Buyer upon delivery (cf. clause 6.1).
- 6.3. In case of delay caused by the Supplier, the Supplier is obliged to pay a late fee of 0.2 % of the Price in respect of each commenced calendar day of delay but not more than a total of 5 % of the Price. Payment of a late fee shall not in any way limit the Buyer's right to claim damages in accordance with applicable law or these General Terms. The late fee shall, however, be deducted from the amount of damages.
- 6.4. Timely delivery is of the essence for the Buyer. Any delay in delivery, regardless of its duration or scope, shall constitute a material breach of the agreed delivery date and thus the agreement. In such case, the Buyer may, at its sole discretion and without prior notice or granting an additional deadline, suspend the delivery time or terminate the agreement in whole or in part, procure substitute Products/goods/replacements etc. from a third party in a reasonable manner and claim damages. Such suspension or termination shall be without liability to the Buyer and shall apply notwithstanding clause 6.3 or any other statutory claims.
- 6.5. Where any delay in delivery or performance or rectification can be anticipated, the Supplier shall notify the Buyer thereof immediately in writing stating the reasons for the delay and the time of delivery.

7. Delivery Notes, Labelling, Packaging

- 7.1. A delivery note shall accompany each delivery containing at least the following information:

- the Supplier's name, postal address, email address and telephone number
- name of Products, description of the Products
- volume/quantity
- place of destination
- the Buyer's order number and date of the order
- article number and production/batch numbers of the Supplier and/or the manufacturer and, if available or agreed, material/batch numbers of the Buyer
- Overview of batch and production numbers for traceability
- labelling information (see clause 7.2)
- certificate of analysis if applicable or agreed

- 7.2. The Supplier guarantees that all Products are labelled and packed in accordance with applicable laws, rules and regulations at the agreed place of destination, this including traceability requirements. The labelling shall feature in all delivery notes.
- 7.3. In respect of any product assertions made by the Supplier, the Supplier shall provide a third party statement confirming such product assertions, at the Buyer's request.
- 7.4. The Supplier is obliged to inform the Buyer of any and all substances in the Products, if the Buyer so requests.
- 7.5. The Buyer is not obliged to take delivery of the Products outside normal business hours of the agreed place of destination, before or after (delays) the agreed delivery date and/or partial deliveries (unless specifically agreed in writing in advance). Should the Buyer agree to delivery before the agreed delivery date or partial delivery, the Products shall be stored with the Buyer at the expense and risk of the Supplier until the agreed delivery date and until full delivery.
- 7.6. The Products to be delivered shall be packed to avoid damage during transportation. Packaging material shall be used only to the extent required to achieve this aim. Packing material is included in the Price, regardless of being specifically mentioned or not in the Supplier's offer, in the order or in the parties' agreement.

8. **Import of Sugar or Additives and Auxiliary Materials**

- 8.1. The Supplier is aware that the sugar supplied by him is placed on the market in the European Union. The Supplier therefore guarantees that it will comply with all regulations applicable in the European Union to the production, import and marketing of sugar with regard to the sugar supplied and its packaging. This includes in particular, but is not limited to, Regulation (EC) No. 178/2002 laying down the general principles and requirements of food law, Regulation (EC) No. 852/2004 on the hygiene of foodstuffs, Regulation (EC) 396/2005 on maximum residue levels of pesticides in or on food and feed of plant and animal origin, Regulation (EC) 1935/2004 on materials and articles intended to come into contact with food, Regulation (EU) 1169/2011 on the provision of food information to consumers, and the rules for the import of sugar in accordance with Regulation (EU) 1308/2013 on the common organization of the markets in agricultural products (each as may be amended and replaced from time to time).
- 8.2. The Supplier guarantees that he has set up a HACCP system through which the sugar supplied is subject to regular control and inspection measures to ensure that the sugar and its packaging comply with all safety and quality standards applicable in the EU. This applies in particular, but not exclusively, to the requirements for food hygiene and labelling in accordance with the above-mentioned regulations. The Supplier undertakes to notify the Buyer immediately of any deviations from the required standards found and to take appropriate measures to remedy them in consultation with the Buyer.
- 8.3. The Supplier shall guarantee the traceability of the sugar supplied by it in accordance with Article 18 of Regulation (EC) 178/2002 (as may be amended or replaced from time to time) and shall provide the Buyer with all information and documents required for this purpose without delay upon request.
- 8.4. The Supplier undertakes to procure all documents required for the import of sugar into the European Union and to provide them with the delivery. This includes in particular, but not exclusively, proof of origin, quality and analysis certificates, health clearance certificates and required licenses. These documents are part of the delivery documents, the submission of which is a condition for payment of the Price.
- 8.5. The above clauses 8.1 to 8.4 shall apply accordingly to additives and/or auxiliary materials supplied by the Supplier which are used in the production of sugar. The Supplier guarantees that these are authorised in the European Union and that all regulations on the use of additives and auxiliary materials are complied with. This includes in particular, but not exclusively, Regulation (EC) No. 1333/2008 on food additives, Regulation (EU) No. 231/2012 with specifications for food additives listed in Annexes II and III of Regulation (EC) No. 1333/2008, Regulation (EU) No. 1169/2011 (Food Information Regulation, FIR) and Implementing Regulation (EU) 2021/1165 on the authorisation of certain products and substances for use in organic production (each as may be amended or replaced from time to time).

9. **Inspection**

- 9.1. If the Buyer is required by mandatory law, the Buyer shall without undue delay after receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external visible transportation damage or other visible defects or deficiencies. Such external and visible examination shall not in any way preclude or limit the Buyer's right to initiate remedial actions according to applicable law and these General Terms for defects or deficiencies that were not ascertained during such examination ("hidden defects or deficiencies").
- 9.2. Should the Buyer discover any visible defects or deficiencies in the course of these examinations, it shall inform the Supplier of such defects or deficiencies within fourteen (14) Business Days from the discovery. Should the Buyer discover a hidden defect or deficiency at any later stage, it shall also notify the Supplier within fourteen (14) Business Days from such discovery.

10. **Invoices**

- 10.1. The Supplier may only issue invoices after the time of delivery (cf. clause 6.1 above) of the Products in question.
- 10.2. All invoices shall be issued in accordance with all applicable laws and regulations and shall in any case contain at least the information as set out in clause 7.1 except for labelling information and certificate of analysis. Insofar as any such details are omitted, invoices shall not be payable.

11. **Payment, Offsetting, Assignment of Claims**

- 11.1. In relation to products other than foodstuff and agricultural products covered by clause 11.2 of these General Terms, the payment term is thirty (30) days net from date of correctly issued Supplier's invoice; however the Buyer shall always be entitled to make payment on the Wednesday following the expiry of the payment term without payment being considered a late payment or being subject to any late payment penalty or interest. Should the respective Wednesday be an official public holiday concerning the Buyer, the payment shall be made on the following Business Day.

- 11.2. For foodstuff and agricultural products covered by the Directive (EU) 2019/633 of the European Parliament and of the Council of 17 April 2019 on unfair trading practices in business-to-business relationships in the agricultural and food supply chain a payment term corresponding to thirty (30) days from the date of delivery (cf. clause 6.1) shall be applied.
- 11.3. In case of late payment, the Supplier shall only be entitled to claim interest and fees at the prevailing statutory interest rate under the European Communities (Late Payment in Commercial Transactions) Regulations 2012, which interest shall accrue on a daily basis from the date payment becomes overdue until the Buyer has made payment of the overdue amount.
- 11.4. The Buyer shall be entitled to offset counterclaims against the Supplier's claims to payment.
- 11.5. Assignment of any claim is only allowed with the prior written approval of the Buyer.
- 11.6. Payments made by the Buyer shall not constitute any waiver of rights in respect of defects or deficiencies or any other right under applicable law and these General Terms.

12. Defects, Warranty

- 12.1. The Supplier warrants, guarantees and represents that the Products are strictly in accordance with the order and the agreed specifications. Furthermore, the Supplier warrants, guarantees and represents that the Products comply with all applicable EU law and regulations and all applicable law and regulations at agreed place of destination.
- 12.2. If the Products are defective or otherwise do not comply with the agreement, including the abovementioned warranty (clause 12.1) and any other agreed warranty (collectively referred to as "defects"), the Supplier must at its own expense, risk and liability and at the sole discretion of the Buyer either repair the defects or replace the Products within a reasonable period of time set by the Buyer. The discretion of the Buyer shall be exercised fairly and reasonably. This provision also applies to deliveries subject to inspection of sample tests.
- 12.3. If Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) applies to the delivery or components of the delivery, the respective substances must be pre-registered, registered or authorized and other requirements from this, such as the submission of a safety data sheet, must be fulfilled.
- 12.4. The Supplier shall bear all costs, risks and liabilities related to the return of Products suffering from defects.
- 12.5. Should the Supplier fail to rectify (i.e. repair or replace) any defect within a reasonable period of time set by the Buyer (cf. clause 12.2 above), the Buyer is entitled at its own discretion to either:
 - (I) terminate the agreement in whole or in part without being subject to any liability for damages and without further notice; or
 - (II) demand a reduction in the Price; or
 - (III) undertake any repair (by itself or third party) at the expense of the Supplier.
- 12.6. Any rectification (i.e. repair or replacement) may be required by the Buyer without setting a reasonable period of time if the Buyer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency, e.g. (but not exclusively) to avoid delay or disruption of the Buyer's production during a sugar production campaign and/or to ensure a ready production for an upcoming sugar production campaign. If the Supplier does not adhere to such a requirement, the Buyer is entitled to terminate the parties' agreement without further notice in whole or in part without being subject to any liability for damages.
- 12.7. Nothing in clauses 12.1 to 12.6 shall restrict the Buyer's right to claim damages/compensation.
- 12.8. If the Supplier provides subsequent performance or repairs or replacement, the warranty period set out in clause 12.9 shall start over from the time of the finished repair/replacement.
- 12.9. The warranty period is three (3) years, insofar as no statutory provisions provide longer periods.
- 12.10. The warranty period begins with the transfer of risk (see clause 5).
- 12.11. Additional or other statutory rights of the Buyer are not affected hereby.

13. Intellectual Property Rights

- 13.1. The Supplier warrants, guarantees and represents that the Products delivered to the Buyer do not infringe any third-party intellectual property rights.
- 13.2. The Supplier shall defend, indemnify and hold harmless the Buyer from any and all claims arising out of any alleged infringement, direct or indirect, of any third party's intellectual property rights in any jurisdiction and any costs or expenses (e.g. reasonable attorney fees) in this connection.
- 13.3. In case of breach of this warranty, the Supplier will, at its sole expense and to the extent possible, procure the necessary licenses or approvals to use the Products, or – at Buyer's discretion – replace or modify the Products to an equal or better quality complying with the agreed specifications and requirements and thereby rectify the infringement.
- 13.4. Drawings, samples, recipes and other documents as well as materials provided by the Buyer to the Supplier for the execution of orders shall remain the property of the Buyer or the property of the owner(s) of the protected intellectual property rights. They may only be used as intended for the fulfilment of the respective agreement and must be returned to the Buyer at any time upon request.
- 13.5. The Supplier shall not infringe any intellectual property rights to which the Buyer or third parties have rights of use or exploitation. If the Supplier uses third parties to fulfil the agreement, it must ensure that they comply with the protection of rights.
- 13.6. The Supplier may not use or exploit any intellectual property rights in and to any Products from documents designed by the Buyer or manufactured according to the Buyer's specifications, such as drawings, models and other materials provided, either for its own purposes or for the purposes of third parties. The Supplier may neither offer them to third parties nor deliver them to third parties without first obtaining the written consent of the Buyer

14. Subcontracting to Third Parties

- 14.1. Subcontracting to third parties requires the prior written consent of the Buyer. However – and notwithstanding the Buyer's consent – the Supplier shall at all times still be responsible for any obligation according to the agreement, this including the General Terms.

15. Confidentiality

- 15.1. The order, the agreement and all associated documents as well as any other information which is exchanged between the parties during the course of the business relations shall be kept confidential by each party, both during the agreement's duration and after its cessation. Each party shall impose a similar commitment on its subcontractors. The breaching party shall be liable for all direct and proven loss and damage suffered by the other party due to the violation of this confidentiality obligation.

- 15.2. The obligations to maintain confidentiality shall not apply to the extent that the party is or becomes under an obligation to disclose confidential information (i) by order of a court of competent jurisdiction or governmental order, or (ii) under statutory law, provided that where possible the disclosed party shall first notify the other party of such obligation and upon request allow the other party to advance any defence against such obligation where appropriate.
- 15.3. The parties shall be entitled to disclose confidential information to their affiliated companies.
16. **Data Protection**
- 16.1. The Buyer's privacy policy applies and can be found at the following link: [Nordzucker - Data protection](#)
17. **Material of the Buyer**
- 17.1. Any material provided by the Buyer to the Supplier shall remain the property of the Buyer and shall only be used by the Supplier to carry out its obligations under the agreement. The Supplier shall in any event be liable for damage to, destruction and/or loss of such material or parts according to applicable law.
18. **Product Liability**
- 18.1. The Supplier shall be solely responsible for any injury, loss or damage howsoever caused by any defect in or of the Products, whether such loss, damage or injury is caused to: (i) any person, to include an employee of the Buyer; any agent of the Buyer; any customer of the Buyer; or any third party; and/or (ii) any property whatsoever of any person, whether the Buyer or a third party.
- 18.2. The Supplier shall indemnify and keep indemnified the Buyer, its agents, employees and officers in full against any liability howsoever caused by a defect in the Products, including without limitation, losses, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer arising from or in connection with any liability caused by a defect in the Products. The Supplier and the Buyer agree that this indemnity shall survive termination of these General Terms and shall apply for any relevant limitation period under law, whether EU or Irish law.
- 18.3. The Supplier shall bear all costs and disbursements including the costs of any precautionary recall action.
- 18.4. In the event that a third party commences proceedings for damages against either the Supplier or the Buyer in regard to product liability, the party shall immediately notify the other party in writing.
- 18.5. The Products shall be labelled so that it is permanently recognisable who the manufacturer of the Products is, to the extent this is technically possible, cf. also clause 7.1 above.
- 18.6. The Supplier shall inform the Buyer immediately if the Supplier has a suspicion that delivered Products might be injurious to health or unfit for the contact with goods for human consumption or otherwise defective. The same applies if the delivered Products might lead to such circumstances.
19. **Liability**
- 19.1. Nothing in these General Terms limits or excludes the Supplier's liability for:
- Death or personal injury caused by its negligence; or
 - Fraud or fraudulent misrepresentation.
- The Supplier shall be liable to the Buyer for any and all liabilities, losses, damages, claims, taxes, costs and expenses (including loss of profits and damage to the tangible property of the Buyer) including, without limitation, legal fees suffered or incurred by the Buyer arising out of or in connection with or resulting from breach of contract, negligence or other tortious act, misrepresentation, bad faith, recklessness, wilful default or fraud on the part of the Supplier, its employees, consultants or independent contractors.
20. **Insurance**
- 20.1. The Supplier shall take out and maintain insurance coverage against all general liability and product liability risks, in an amount that is appropriate and adequate. The Supplier shall provide an insurance certificate to the Buyer, if the Buyer so requests.
21. **Work Conditions at the Buyer's location**
- 21.1. If work is to be executed at the Buyer's location, the Supplier shall adhere to any and all applicable laws and regulations as well as any guidelines given by the Buyer regarding environment, health and safety, site security and food safety at the Buyer's location and will bear all liability in this respect.
- 21.2. The Supplier shall comply with and ensure that each of its employees, agents or representatives complies with all Irish safety, environmental and equality legislation, without limitation if the Supplier carries out any work at the Buyer's location.
- 21.3. The Supplier shall indemnify and hold harmless the Buyer in the Event of any claims, losses, costs, damages, expenses, fines and/or penalties arising from the failure by the Supplier, its employees, sub-contractors, agents or representatives to comply with the provisions of this clause 21.
- 21.4. If the Supplier shall carry out hot work in silo facilities or storages or the like, the Supplier shall especially be aware of and comply with special rules and guidelines regarding hot work.
- 21.5. The Supplier shall ensure that its employees and all sub-contractors' employees (if any, cf. clause 14) are given the necessary information and training in relation to environment, health and safety, site security and food safety and in relation to the specific task in question. The Supplier shall at any time be able to document that all basic qualifications and legal requirements which are required for the specific task in question are in place for the relevant employee who is to perform the task (e.g. for welding, truck driving, fork lift driving, hygiene etc.).
- 21.6. The Supplier shall report any work accident and any event or situation with potential influence on environment, health and safety, product safety or quality to the Buyer in writing, including a description of the work accident and the duration of the employee's absence resulting from the work accident.
- 21.7. The Supplier shall provide for all safety equipment including personal protection equipment. The Supplier and its employees on-site are responsible for the functionality, handling, storing and protection of own equipment, tools and materials. The Buyer shall have no liability for this.
- 21.8. The Supplier shall be responsible for order and tidiness at the Supplier's working area at the Buyer's location and shall ensure regular cleaning thereof. If the Supplier does not comply herewith, the Buyer shall be entitled to clean up the area on the Supplier's account; provided, however, that the Buyer has given the Supplier one (1) day's notice in advance.
- 21.9. In case any employee of the Supplier or its sub-contractors (if any, cf. clause 14) does not comply with the abovementioned laws, guidelines, requirements etc. the Buyer shall be entitled to exclude the relevant employee from the Buyer's location. The

Supplier shall at its own costs replace the excluded employee. Furthermore, the Supplier shall be responsible for any costs that the Buyer (or third party) might suffer due to the Supplier employee's non-compliance.

22. **Quality Assurance System**

- 22.1. The Supplier shall conduct quality assurance in a manner and scope consistent with at minimum general good manufacturing practice and provide evidence thereof to the Buyer if so requested. The Supplier shall enter into an appropriate quality assurance agreement with the Buyer if the latter deems this necessary. Under all circumstances, if the Products includes machines or other technical components to be used and maintained by the Buyer, the Supplier shall deliver all relevant and necessary operation and maintenance documents to the Buyer.
- 22.2. If Products to be delivered are food products, processing aids or packaging materials, the Supplier is obliged to retain samples of each batch/delivery and to store these for minimum nine (9) months.
- 22.3. The Supplier undertakes to secure the flawless quality of the Products to the Buyer and to check this before the items pass to the outgoing goods department.
- 22.4. If test results relate to the Products delivered to the Buyer, these shall be documented and kept as evidence of quality. The Buyer shall be entitled to fully inspect the records/documents of the Supplier relating to the Products delivered to the Buyer.

23. **Supplier Code of Conduct**

- 23.1. The Supplier shall comply with the Buyer's **Supplier Code of Conduct**, which is available at the following link: [NZ_supplier_code_of_conduct_EN_120224.pdf](#)

24. **Breach of Obligations**

- 24.1. Both parties shall be entitled to terminate the agreement in whole or in part in the event that the other party is in material breach of any of its obligations under the agreement. Before terminating the agreement the non-breaching party is obliged to serve a notice requiring the breach to be remedied within ten (10) Business Days, provided, however, that such breach is capable of being remedied. The breaching party's failure to remedy according to such default notice will constitute a material breach of the agreement and the non-breaching party is entitled to terminate the agreement in whole or in part in writing without further notice.
- 24.2. In the event either party shall become subject to bankruptcy, insolvency, under liquidation or similar circumstances, the other party shall be entitled to terminate the agreement immediately in whole or in part by giving the other party a written notification thereof.

25. **Force Majeure**

- 25.1. Neither party shall be responsible for any delay or other failure in performing its obligations under the General Terms, this including the agreement, if such breach is caused by a Force Majeure event.
- 25.2. Force Majeure means an event beyond the reasonable control of the party affected thereby. Force Majeure shall comprise but shall not be limited to fires, floods, earthquake, explosions, epidemics, pandemics, riots, strikes, lockouts, war, terrorism and intervention (import bans, injunctions) by the state or other authority. Failed, delayed or otherwise deficient deliveries from the Supplier's sub-suppliers or sub-contractors shall not constitute an event of Force Majeure for the Supplier.
- 25.3. If a Force Majeure event occurs, the affected party shall promptly give notice thereof to the other party. The affected party shall use its best efforts to cure or correct such event of Force Majeure and resume performance hereof within the shortest period of time.
- 25.4. If the Force Majeure event continues for more than thirty (30) days, either party shall have the right to terminate the agreement with immediate effect by giving written notice.

26. **Sanction Clause**

- 26.1. The Supplier warrants that neither it nor its affiliated companies are included on any list of persons with whom business transactions are restricted or prohibited issued by the European Union (EU), the United States (US), the United Nations (UN) or the country of origin of the Products. This declaration only extends to lists issued by an entity other than the UN, the EU or the Republic of Ireland and which are related to economic sanctions imposed by one state on another state if the UN, the EU or the Federal Republic of Germany have also adopted economic sanctions, albeit not identical, against that state.
- 26.2. The Supplier further warrants that it will comply with all applicable sanctions law and, in particular, that the purchase or import of the Products under the agreement will not constitute a violation of applicable sanctions law. This assurance also extends to economic sanctions measures of third countries, in particular the US, which are declared applicable under the law of the third country for the fulfilment of the obligations under this agreement ("Secondary Sanctions"), insofar as this does not lead to a violation of or a conflict with the law of the Republic of Ireland or the EU ("Boycott Prohibitions").
- 26.3. Non-compliance with clauses 26.1 and 26.2 above is deemed a material breach of the parties' agreement, cf. clause 24.1 above. The Supplier also undertakes to comply with a reasonable request by the Buyer for information or documents that serve to verify compliance with the representations and warranties pursuant to clauses 26.1 and 26.2.
- 26.4. The Buyer shall not be obliged to perform the agreement if the Supplier knew or had reason to believe that the Supplier was in breach of the representations and warranties set out in clauses 26.1 and 26.2 above.
- 26.5. Upon request, the Supplier shall indemnify the Buyer against any liability, costs, expenses, damages and losses suffered by the Buyer as a result of or in connection with the breach of the above representations and warranties under Clauses 26.1 and 26.2, unless the Supplier is not responsible for the breach.

27. **Governing Law and Jurisdiction**

- 27.1. The General Terms, as well as any order, delivery and agreement between the Supplier and the Buyer according to these General Terms, shall be governed by and construed in accordance with Irish law, excluding however the Private International Law regarding conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 27.2. The Supplier and the Buyer agree that any dispute or claim arising out of or in connection with the agreement and/or the General Terms, or the breach, termination or invalidity thereof shall be exclusively settled by the Courts of the Republic of Ireland.

28. **Miscellaneous**

- 28.1. Upon prior notification to the Supplier, the Buyer shall at all times be entitled to assign or transfer all or part of its rights and obligations under the agreement to a company within the Nordzucker Group.
- 28.2. If any term of the General Terms is found to be illegal, invalid or unenforceable under applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the General Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 28.3. Any waiver by the Buyer of a breach of any provision of the General Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

Valid from May 2026