

1. APPLICABILITY AND ORDER OF PRECEDENCE

- 1.1. These general terms and conditions of purchase (the "**GTCs**") apply to all purchase orders (each a "**Purchase Order**") issued by the Louis Dreyfus Company Group affiliate ("**Purchaser**") named on such Purchase Order to a third party ("**Supplier**") for the supply by the Supplier to the Purchaser of the tangible and intangible products, objects, goods, documents or equipment ("**Goods**") and/or services ("**Services**") specified in the Purchase Order.
- 1.2. These GTCs are the only terms and conditions on which the Purchaser will purchase goods and services from the Supplier and:
 - (a) supersede all prior agreements, written or oral, between the Supplier and the Purchaser with respect to the Goods and/or Services provided, unless a separate written contract is entered into or specific deviations from these GTCs are expressly set out in the Purchase Order, in which case such specific terms and conditions as set out in the contract or in the Purchase Order shall apply and prevail over these GTCs; and
 - (b) the Supplier accepts without reserve the applicability of these GTCs to the entire exclusion of all other terms and conditions, including without limitation its own general terms and conditions of sale, any terms and conditions which it purports to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Agreement) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

2. FORMATION OF THE AGREEMENT

- 2.1. Any quotation issued by the Supplier constitutes an offer by the Supplier to supply the relevant Goods and/or Services to the Purchaser on these GTCs and will remain open for acceptance by the Purchaser for a period of 30 days from and including its date. An agreement for the supply of those Goods and/or Services by the Supplier to the Purchaser on these GTCs will be deemed to have been concluded when the Purchaser accepts the quotation by issuing a Purchase Order in respect of those Goods and/or Services to the Supplier. The Purchaser is under no obligation to accept any such quotation.
- 2.2. Otherwise, where the Supplier does not issue a quotation, the issue of a Purchase Order to the Supplier constitutes an offer by the Purchaser to purchase the relevant Goods and/or Services from the Supplier on these GTCs. An agreement between the Supplier and the Purchaser for the supply of those Goods and/or Services by the Supplier to the Purchaser on these GTCs shall be deemed to have been concluded upon receipt by the Purchaser of the Supplier's written acceptance of the Purchase Order.
- 2.3. Delivery of any Goods or the commencement of performance of any Services by the Supplier will be deemed conclusive evidence of the Supplier's acceptance of these GTCs.
- 2.4. For the purposes of these GTCs, "**Agreement**" means an agreement concluded in accordance with paragraph 2.1 or 2.2.

3. REPRESENTATIONS AND WARRANTIES.

3.1. Supplier represents and warrants that:

- (a) at the time the Agreement is entered into and at all times whilst it is in effect:
 - (i) it is a legal entity duly organized and validly existing under the laws of its country of incorporation and it is in good standing (where such concept applies), with full power and authority to own its assets and conduct its business as it is currently being conducted;
 - (ii) it has the full power and authority to execute, deliver and perform its obligations under the Agreement and it is (and, to the extent necessary, all of its representatives are) authorized and licensed by all relevant governmental authorities to enter into and to perform its obligations hereunder;
 - (iii) neither it nor any of its representatives, agents, or subcontractors have violated or are in violation of, whether directly or indirectly, any Sanctions Laws (as defined under paragraph 20.2), governmental order or regulation in the performance of the Agreement;
 - (iv) the execution, delivery and/or performance of its obligations under the Agreement does not and will not violate any agreement or constitute a default under any agreement to which the Supplier is a party; and
- (v) the Goods (and all related parts and documents) and the Services, and the use thereof by Purchaser, do not infringe, or constitute an infringement or misappropriation of, any intellectual property rights of a third party;

- (b) the Goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof) will:
 - (i) comply with all applicable laws, rules, regulations, codes and ordinances ("**Applicable Laws**") of the country(ies) of manufacture and of delivery;
 - (ii) conform to all the specifications, drawings, samples and/or other descriptions contained in the Purchase Order or separately provided or requested by Purchaser;
 - (iii) be of satisfactory quality, of good material and workmanship and free from any defects in workmanship, material and design;
 - (iv) be fit and sufficient for the purpose for which the Goods are purchased and will operate as intended;
 - (v) in the absence of contrary specifications, will be new and of the highest grade and quality;
 - (vi) be free and clear of all liens, security interests or other encumbrances; and
 - (vii) be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health;
- (c) the Services will be performed:
 - (i) in a professional and workmanlike manner consistent with the highest industry standards and in compliance with all Applicable Laws, all of Purchaser's health, safety and environment requirements and such other codes, policies or requirements of the Purchaser as may be communicated to Supplier from time to time; and
 - (ii) in accordance with the technical manuals and user documentation relating to the operation and use of the Services (that are provided by Supplier);
- (d) the personnel (including without limitation the Supplier's employees, agents and representatives and those provided by any subcontractor) performing the Services ("**Supplier Personnel**") will (i) be appropriately qualified, trained and experienced, (ii) have the legal right to work in the country where they are performing the Services and are not prohibited from performing such Services and (iii) be, and will remain, at all times during the performance of the Services, Supplier's employees, agents or subcontractors;
- (e) any documentation, including without limitation specifications, drawings and other technical documents (the "**Documents**") prepared by Supplier:
 - (i) will be free from any material discrepancies, errors or omissions, whether such specifications, drawings and other documents have been approved by Purchaser or not, and Supplier shall be responsible for any discrepancies, errors or omissions in the Documents; and
 - (ii) shall use the metric system of measurement for all designs, specifications, drawings, and plans;
- (f) Supplier will provide Purchaser not less than ten (10) business days for the review or approval, as the case may be, of each of the Documents. Supplier shall notify Purchaser immediately in writing of any deviations in such Documents from the Purchaser's requirements. Purchaser's approval of any Documents, either with or without modification(s), shall not relieve Supplier of any responsibility or liability imposed upon it and shall not result in Purchaser assuming any responsibility as a result thereof.
- (g) Supplier will:
 - (i) at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the Services and comply and cause Supplier Personnel to comply with (a) all applicable health, safety and environment laws and (b) Purchaser's applicable safety, health and environmental requirements and other policies and procedures including without limitation the Purchaser's "Contractor Safety Requirements", "Supplier Code of Conduct" (available at <https://www ldc com/wp-content/uploads/LDC-Supplier-Code-of-Conduct-2023 LAYOUT FINAL.pdf>) and "Group Code of Conduct" (available at <https://www ldc com/wp-content/uploads/LDC CoC English 2020.pdf>) (all being referred to as the "**Purchaser's Policies**"), copies of which are available upon request;
 - (ii) at its own cost, provide all labor, materials, machinery, equipment, tools, transportation and other facilities and services needed for the proper execution and completion of its obligations under the Agreement;
 - (iii) be solely responsible for all methods and procedures of delivering and coordinating all portions of the Services;
 - (iv) be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Supplier or any subcontractor brings onto Purchaser's premises and any waste generated or resulting from the use thereof;
 - (v) not dispose or permit the release of any materials, substance or chemical (or any waste generated or resulting from the use thereof) on Purchaser's premises;

- (vi) if applicable, inspect any equipment, tools, scaffolding and/or other materials provided or made available by Purchaser ("**Purchaser's Materials**") and will return all Purchaser's Materials to Purchaser in a like condition in which they were borrowed;
- (viii) warn the Supplier Personnel and any of its guests and visitors of any risks, hazards, or dangers, whether latent or patent ("**Hazards**"), present or potentially present in the area and premises within which Supplier performs the Services (the "**Work Area**");
- (ix) at least once daily during the continuation of the Services, inspect the Work Area for any Hazards and remove any Hazards or, to the extent any Hazards cannot be removed, advise Purchaser and warn the Supplier Personnel and its guests and visitors of these Hazards;
- (x) keep the Work Area and other parts of Purchaser's premises free from accumulations of materials and, upon completion of the Services, promptly remove all of Supplier's machinery, tools, and equipment and any unused materials, substances or chemicals and return Purchaser's premises to their original state;
- (xi) require the Supplier Personnel to leave Purchaser's premises immediately upon request of Purchaser; and
- (h) any Services performed by Supplier, and any Goods or other related deliverables and materials provided by Supplier in connection with such Services, shall be free of any liens or claims.

3.2. Warranty Period

- (a) Supplier warrants to Purchaser that the Goods purchased from Seller are and will remain free from defects in material and workmanship (the "**Warranty**") for a period of no less than (i) the warranty period provided by the law of the country of incorporation of the Purchaser (the "**Purchaser's Law**") or (ii) twelve (12) months, whichever is the longest, in each case from the date of Final Acceptance (the "**Warranty Period**"). For the purpose of these GTCs, "**Final Acceptance**" means the date on which the Purchaser confirms in writing to the Supplier that the Goods and/or Services and/or Documents have been successfully accepted, tested and commissioned (as may be applicable) by Purchaser after Supplier has completed and performed all its obligations.
- (b) The Warranty Period in respect of any repaired, replaced or corrected Goods and/or Services shall recommence for a further warranty period as defined at paragraph 3.2(a) from the date of completion of the repair, replacement or correction of the defect or damage. Any replaced part or component shall be new and become the property of the Purchaser.
- (c) The Warranty shall survive any delivery, inspection, acceptance or payment of/for the Goods by Purchaser, or performance of the Services by the Supplier.
- (d) The Warranty shall not cover defects caused by or resulting from (i) goods furnished by Purchaser or any third party (other than the Supplier), (ii) Purchaser failing to operate or maintain the Goods in accordance with the usage, maintenance and operations instructions provided to Purchaser by Supplier, (iii) Purchaser using the Goods in a manner that is materially inconsistent with or different from the intended use of such Goods based on the characteristics and/or specifications of the Goods; (iv) Purchaser unilaterally modifying the Goods without the prior written approval of Supplier; and (v) ordinary wear and tear.
- (e) Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Goods and/or Services. Upon receiving notice of any defect in the Goods and/or the Services from the Purchaser arising within the Warranty Period, Supplier shall, at the Purchaser's absolute discretion and at the Supplier's own cost and expense, promptly replace, repair or re-perform the defective or nonconforming parts of the Goods and/or Services, and pay for all related costs and expenses (whether incurred by the Purchaser or the Supplier), including without limitation the costs of removing or segregating any defective Goods and/or Services so that the repairs or replacements can be made, labour and transportation charges in relation to the return of the defective or nonconforming Goods to Supplier and the delivery of repaired or replacement Goods and/or Services to Purchaser.

4. CHANGES

- 4.1. The Purchaser may at any time, in writing, request changes to a Purchase Order (each a "**Change Order**").
- 4.2. The Purchaser acknowledges that the implementation of any such Change Order may result in an adjustment to, without limitation, the applicable Price (as defined at paragraph 5.1) and/or the Delivery Date (as defined at paragraph 7.1).

- 4.3. No later than 10 days after having received a request for a Change Order from the Purchaser, the Supplier shall submit its response to the Change Order in writing to the Purchaser, specifying (i) the feasibility of the change(s) requested and (ii) the items that require modification or adjustment to comply with the Change Order.
- 4.4. Save as otherwise agreed in writing between the Purchaser and the Supplier, a Change Order to a Purchase Order shall become effective only upon receipt by the Purchaser of the Supplier's written acceptance of the Purchaser's modified Purchase Order reflecting the agreed changes.

5. PRICE AND TAXES

- 5.1. Pricing is fixed and as set forth in the Purchase Order (the "**Price**"). The Price may only be amended by way of Change Orders in accordance with paragraph 4.
- 5.2. All Prices are exclusive of any value added tax.
- 5.3. The Supplier warrants that the Price offered for all Goods and/or Services is as favorable as the prices that would have been extended to any other buyer for similar qualities and quantities of the same or similar Goods and/or Services.
- 5.4. The Price shall include all costs and expenses incurred by the Supplier in respect of the supply of the Goods and/or Services including without limitation (i) the price of the Goods and/or Services; (ii) all labelling, packaging, boxing and transportation costs (including without limitation to the Delivery Destination (as defined below at paragraph 7.1(a)), and (iii) all costs (including without limitation insurance costs), fees, duties (including without limitation customs duties), or other governmental or mandatory impositions on the sale and transport of the Goods and/or Services. If Purchaser is required to pay any additional taxes or impositions related to the purchased Goods and/or Services, Supplier shall promptly reimburse Purchaser for the same.
- 5.5. No increase in Price shall be binding, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of the Purchaser.

6. INVOICES AND PAYMENT

- 6.1. Supplier shall submit an invoice for the amounts due upon Final Acceptance of the Goods and/or Services. The invoices shall be prepared in accordance with the Purchaser's Law.
- 6.2. Subject to the Supplier satisfactorily performing its obligations under the Agreement, Purchaser will pay all undisputed amounts within thirty (30) days of receipt of the invoice.
- 6.3. All documents supporting or evidencing the items billed for under an invoice must be attached to such invoice, failing which Purchaser is entitled to challenge the invoice and retain payment until such documents have been provided at its satisfaction.
- 6.4. The Purchaser may withhold payment, in whole or in part, in the event of: (a) Supplier not providing the supporting elements to the invoice in accordance with paragraph 6.3 above; (b) defective Goods and/or Services, (c) claims filed against Purchaser by third parties relating to the Goods and/or Services, (d) damage to the Purchaser or any of its affiliates caused by the Goods and/or Services, the Supplier, or the Supplier's subcontractors, (e) if the Supplier fails to fulfill any of its obligations under the Agreement, or (f) if Purchaser disputes any part of an amount invoiced by Supplier.
- 6.5. Subject to paragraph 6.4, if any sum payable under the Agreement is not paid within 10 business days from the date on which it was due for payment, the non-defaulting party will be entitled to charge the defaulting party interest on that sum at the statutory interest rate applicable at the time of the default in the country of incorporation of the non-defaulting party, from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.

7. DELIVERY AND INSTALLATION

- 7.1. Supplier shall:
 - (a) deliver the Goods to and perform the Services at the place (the "**Delivery Destination**") and by the delivery and performance date (the "**Delivery Date**") set forth in the relevant Purchase Order;
 - (b) ensure that, on or before the Delivery Date, the Purchaser is supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.

- 7.2.** Timely delivery of the Goods and/or Services is of the essence. All dates set out in the Purchase Order are binding.
- 7.3.** The mere fact of exceeding the Delivery Date shall place the Supplier in default of its obligations and triggers a right for the Purchaser to claim liquidated damages for delay at a rate of 1% of the Price per week of delay ("**Liquidated Damages**") until such time as the Goods and/or Services are delivered or Purchaser terminates the Agreement pursuant to paragraph 7.5(a).
- 7.4.** Any Liquidated Damages payable by Supplier shall be paid within fifteen (15) days following receipt of Purchaser's invoice or may be set off by the Purchaser against any amounts otherwise due and payable to Supplier under the Agreement.
- 7.5.** Without prejudice to the foregoing or to other rights of remedies available to it, in the event of any delay Purchaser may (a) terminate the Agreement without liability by means of a written notice, (b) refuse to accept any subsequent delivery of the Goods and/or provision of the Services which the Supplier attempts to make, (c) claim from the Supplier any expense reasonably incurred in procuring or receiving the Goods and/or Services from another party, and (d) claim damages for any additional costs, Losses or expenses incurred by the Purchaser which are attributable to the Supplier's failure to deliver the Goods and/or perform the Services by the Delivery Date, taking into account (in the case of (c) and (d)) any Liquidated Damages paid by the Supplier to the Purchaser in respect of the relevant delay.
- 7.6.** The Supplier shall notify the Purchaser in writing as soon as it becomes aware that the delivery of the Goods and/or Services will or may be delayed for any cause whatsoever.
- 7.7.** Supplier shall deliver the Goods in accordance with Incoterms 2020 DDP (Delivery Duty Paid) at the Delivery Destination. Supplier shall be responsible for offloading the Goods at the Delivery Destination.
- 7.8.** Supplier shall fully insure all Goods during transport to the Delivery Destination. Supplier shall give written notice of shipment to Purchaser when the Goods are delivered to the carrier for transportation. Supplier shall provide Purchaser with all shipping documents, including without limitation the commercial invoice, packing list, air waybill/bill of lading, certificate of conformity issued by a reputable company prior to shipment for all the Goods that require import clearance, and any other documents necessary to release the Goods to Purchaser. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.
- 7.9.** Unless expressly agreed otherwise in writing, partial deliveries are not allowed. If partial deliveries have been agreed upon, then delivery is, for the purposes of these GTCs, also deemed to mean a partial delivery.
- 7.10.** The delivery of Goods is complete at the moment when the Goods have been received by or on behalf of the Purchaser and Purchaser has signed a delivery confirmation (the "**Delivery Confirmation**"). Confirming delivery or signing the Delivery Confirmation does not constitute Final Acceptance of the Goods and/or Services or prevent that the Goods delivered can be rejected later by Purchaser under the terms of paragraph 9. The Supplier cannot derive any rights from Purchaser's signing the Delivery Confirmation.
- 7.11.** The Supplier is not entitled to suspend or delay its delivery obligation of the Goods or performance of the Services if Purchaser fails to perform one or more of its obligations.
- 7.12.** The Supplier waives any retention rights and rights of revindication that it may have.

Installation of the Goods

- 7.13.** The Supplier shall, unless otherwise stated in the Agreement, install the Goods at the premises designated by the Purchaser and subject the Goods to the inspection and acceptance tests set out at paragraph 9.
- 7.14.** Supplier acknowledges and warrants that, after having made all necessary enquiries of the Purchaser, the Goods are suitable to be (i) installed and (ii) used at the premises designated by the Purchaser in accordance with the specifications and requirements provided by the Purchaser.

8. TRANSFER OF TITLE/RISK

- 8.1.** Unless otherwise agreed in writing:
- a) the title of ownership of the Goods shall pass to Purchaser upon physical delivery of such Goods to the Delivery Destination. If Purchaser makes advance payments to the Supplier, the transfer of title occurs upon the first payment.
 - b) Supplier retains the risk of loss and/or damages until Purchaser's Final Acceptance of the Goods and/or Services.

9. INSPECTION - ACCEPTANCE - REJECTION

- 9.1. Purchaser may, within a reasonable period of time after delivery, count, test and inspect any Goods and/or Services delivered or performed, or have the Goods and/or Services counted, tested and inspected by a third party of its choice, and may reject any Goods and/or Services which in Purchaser's sole opinion fail to meet the quantities or specifications ordered or are defective or nonconforming. Purchaser shall notify the Supplier of any deficiencies as soon as reasonably possible.
- 9.2. Prior to and no later than the day of Final Acceptance, Supplier shall deliver to Purchaser (a) all manuals or operation books or similar information/ documents relating to the operation, maintenance and handling of the Goods which have not already been provided pursuant to paragraph 7.1(b), and (b) all as built drawings of the work carried out by the Supplier pursuant to the Agreement.
- 9.3. Final Acceptance shall not be implied and shall only be given as and when Purchaser has confirmed in writing that the Goods and/or Services and/or Documents have been fully and duly performed and approved by Purchaser.
- 9.4. All or part of the rejected Goods may be disposed of or returned to the Supplier at the Supplier's risk and expense, including, without limitation, all storage, transportation, and handling costs.
- 9.5. All or part of the rejected Goods and/or Services may be replaced or re-performed (as applicable) by Purchaser or (a third party of Purchaser's choice) at the Supplier's cost.
- 9.6. The receipt of Goods and/or Services, the inspection or non-inspection of, or payment for the Goods and/or Services, will not constitute acceptance of the Goods and/or Services and will not impair Purchaser's right to: (a) later reject defective or nonconforming Goods and/or Services; (b) recover damages; and/or (c) exercise any other remedies to which Purchaser may be entitled.
- 9.7. The Supplier cannot derive any rights from the results of testing or inspection as referred to in paragraph 9.1 or from the non-occurrence of testing or inspection. The Supplier is moreover not relieved from its own obligations of testing, inspection, and quality control.
- 9.8. Acceptance of Goods and/or Services will not waive any rights or remedies accruing to Purchaser as a result of any breach of the Agreement.
- 9.9. If Purchaser rejects any portion of the Goods and/or Services, Purchaser has the right to, upon notice to the Seller: (i) terminate the Agreement in part or in its entirety; (ii) accept the Goods and/or Services at a reasonably reduced price; or (iii) reject the Goods and/or Services and require replacement of the rejected Goods and/or Services. If Purchaser requires replacement of the Goods and/or Services, Supplier shall, at its expense, promptly replace the non-conforming or defective Goods and/or Services and pay for all related expenses, including without limitation the costs of removing or segregating any defective Goods and/or Services so that the repairs or replacements can be made, transportation charges for the return of the non-conforming or defective Goods and/or Services and the delivery of replacement Goods and/or Services.
- 9.10. Purchaser shall not be bound by any period set by the Supplier within which Purchaser should inform the Supplier that the Goods and/or Services have been rejected or after which Purchaser can no longer lodge a complaint for latent defect or non-conformity.

10. LIABILITY

- 10.1. Supplier shall be liable for any Losses that are suffered by the Purchaser (or its successors or assigns), arising out of or in connection with the Agreement whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including without limitation, arising from a breach of, or a failure to perform or defect or delay in performance of the Supplier's obligations (whether that obligation is performed by the Supplier or by the Supplier's Personnel) under the Agreement. For the purpose of these GTCs, "**Losses**" shall mean all demands, claims, actions, proceedings, damages, payments, fines, penalties, direct, indirect, incidental or consequential losses (including third party claims and/or loss of (or anticipated loss of) image, business, commercial opportunity and/or profits), punitive or exemplary damages or expenses, whether or not foreseeable, costs (including legal costs), expenses (including taxation), disbursements or other liabilities howsoever caused.
- 10.2. Subject to paragraph 10.3:
 - a) Purchaser shall not have any liability (including in negligence) under or in connection with this Agreement except to the extent such liability arises from Purchaser's fraud, negligent or fraudulent misrepresentation, wilful misconduct or material breach of the Agreement; and

- b) Purchaser's liability (including in negligence) to Supplier (and to Supplier Personnel and/or its successors and/or assignees) under or in connection with this Agreement (i) is excluded for all loss of revenue, loss of profits and any indirect, incidental and/or consequential loss or damage of any kind howsoever incurred and (ii) shall not in any event exceed the total price of the Goods and/or Services to be provided to Purchaser under the Agreement.

10.3. Nothing in this Agreement will operate to exclude or restrict any liability of a party:

- a) that cannot be excluded or restricted in respect of death or personal injury resulting from negligence;
- b) for fraud or fraudulent misrepresentation (by the party or on its behalf); and
- c) for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

11. INDEMNIFICATION

11.1. The Supplier will indemnify, defend and hold harmless Purchaser, its affiliates and their directors, officers, employees, agents, and representatives from and against all Losses that Purchaser does or will incur or suffer as a result of responding to, defending or settling any claim or proceeding made, brought or threatened by any person, in each case arising out of or in connection with (a) any non-conforming or defective Goods and/or Services; (b) any leak or spill, due to Supplier's fault, of any materials, substances or chemicals while being transported or delivered to Purchaser or while on Purchaser's premises; (c) any breach or failure of the Supplier to meet its obligations under the Agreement, or from any act or failure to act of the Supplier and/or any Supplier Personnel; (d) the unauthorized use by Supplier of any materials belonging to Purchaser; (e) any incorrect or faulty instructions of any person employed by the Supplier with regards to the Goods and/or Services; (f) the negligent acts or omissions, or willful misconduct of Supplier or Supplier Personnel or any other person instructed by Supplier for providing the Goods or performing the Services; and/or (g) the death of or injury to or the loss of or damage to property arising out of or in connection with the performance of the Agreement.

11.2. The Supplier agrees to indemnify and hold harmless Purchaser and its representatives, employees, subcontractors and agents from any third-party claim arising from any infringement of the rights as set out in paragraphs 13.1 to 13.3 below, including, without limitation, claims for alleged patent or copyright infringement and claims arising from similarity in design, trademark or appearance of Goods and/or Services and/or Documents. This obligation of indemnifying and holding Purchaser harmless extends to all expenses, direct and indirect Losses (including without limitation loss of profits), royalties, and damages (including, without limitation, litigation costs, attorneys' fees and settlement payments) resulting from any such suit or proceedings, threatened or brought. Upon receipt of notice from Purchaser, the Supplier will promptly assume full responsibility to defend and to resolve any such suit or proceedings brought or threatened against Purchaser and its affiliates.

11.3. These indemnifications are in addition to the Supplier's warranty obligations set forth in paragraph 3 of these GTCs.

12. INSURANCE

12.1. The Supplier agrees to obtain and maintain, at no additional expense to Purchaser, all insurance policies that are (i) required by Applicable Laws and (ii) adequate and/or necessary to cover any liability of the Supplier which may arise out of or in connection with the Agreement and agrees to fulfil any legal requirements applicable to it in relation to the taking out and maintenance of insurance.

12.2. Insurance policies referred to at paragraph 12.1 shall cover at a minimum: (a) Employers' Liability (meaning Supplier's liability to Supplier Personnel and any other parties which the Supplier engages for the execution of the Agreement); (b) Commercial General liability for third party property damage and bodily injury; (c) all risks property insurance; (d) professional indemnity insurance and, where relevant, (d) product liability insurance and (e) product recall insurance.

12.3. Any insurance will be on an "All Risks" basis and contracted with a financially sound insurance company of international reputation and shall remain in full force and effect throughout the entire term of the Agreement, save for the professional indemnity insurance which shall remain valid until the expiry of the Warranty Period (as may be extended).

12.4. Policies will be with at minimum limits of (a) US\$5,000,000.00 and (b) for buildings and other assets the replacement value of the building or the asset if higher than US\$5,000,000.00.

- 12.5.** The Supplier shall present to Purchaser upon request all certificates of insurance evidencing coverage being taken in accordance with this paragraph 12. Such coverage shall not be cancelled or materially amended without thirty (30) days prior written notice being given to Purchaser. Supplier agrees to obtain from its insurers a waiver of all rights of subrogation against Purchaser endorsed upon all such policies of insurance. The Supplier agrees to obtain from its insurers a declaration that the insurance applies as primary insurance without any right of contribution by any insurance that may be carried by Purchaser.
- 12.6.** In so far as the Supplier's insurance does not protect the Supplier's subcontractors and suppliers, Supplier agrees, at no additional expense to Purchaser, to effect and maintain the required insurance or procure that its subcontractors and suppliers have suitable insurance.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1.** The Supplier warrants that it owns or has the right to use all intellectual property rights, including without limitation computer software or systems, necessary to perform its obligations under the Agreement without conflict with the rights of any third party.
- 13.2.** The Supplier grants to Purchaser and all its affiliates a non-exclusive, perpetual, irrevocable, global, sublicensable and transferable right to use any and all intellectual property rights in or relating to the Goods and/or Services for any purpose such as, without limitation, the development, operation, maintenance, repair, modification and decommissioning of the Goods and related component supplied.
- 13.3.** With respect to Goods and/or Services produced specifically for the Purchaser or to the Purchaser's specification, all rights, titles, and interest in any and all inventions (including without limitation discoveries, ideas or improvements, whether patentable or not) which are conceived or made in connection with the Goods and/or Services provided under the Agreement will belong to Purchaser.
- 13.4.** In the event that Supplier produces Goods specifically for Purchaser under the Agreement, Supplier shall:
- a) assign and hereby assigns to Purchaser all rights, title and interest thereto, including without limitation the right to copy, modify, adapt and distribute such works or authorship, such assignment to take place immediately and automatically upon the creation of such Goods; and
 - b) insofar as necessary, render full assistance in the creation or the transfer of such rights to Purchaser and will procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) in the Goods.
- 13.5.** Supplier shall use all drawings, specifications and other copyrightable documents and any molds, dies, tools, outfits, recipes, trade secrets, patents, trademarks or the like furnished by or on behalf of Purchaser solely as required to fulfill its obligations towards Purchaser in connection with the Agreement and for no other purposes. Supplier will (a) not otherwise have or obtain any rights to, property or interest in the same, (b) maintain and keep all such materials in good condition until returned to Purchaser and (c) upon completion (or earlier cancellation or termination) of the Agreement, promptly destroy or return these items, as requested by Purchaser.
- 13.6.** Nothing in the Agreement will affect the pre-existing intellectual property rights of each of the Purchaser and Supplier.
- 13.7.** All the obligations set forth in this paragraph 13 shall survive the termination of the Agreement.

14. CONFIDENTIALITY

- 14.1.** Supplier and Purchaser acknowledge that they may have access to Confidential Information of the other during the term of the Agreement. "**Confidential Information**" means any information disclosed by or on behalf of Purchaser to Supplier or by Supplier to Purchaser, either orally or in writing, which relates to, without limitation, (a) either party's business and affairs, assets, liabilities, financial position and projections, budgets, forecasts and strategic plans, (b) plans, specifications, and other data prepared by either Purchaser or Supplier specifically in connection with the Agreement, that is not (i) disclosed in public materials or otherwise in the public domain; (ii) lawfully obtained from a third party without any obligation of confidentiality; (iii) lawfully known to the receiving party prior to disclosure by the other party; or (iv) independently developed by the receiving party.
- 14.2.** Supplier and Purchaser will treat all Confidential Information with the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care.
- 14.3.** If requested by the disclosing party, the receiving party will promptly destroy or return all Confidential Information.

14.4. Purchaser's and Supplier's Confidential Information is to be used solely in connection with performing the Agreement and no other use is permitted.

14.5. The Supplier shall impose the same obligations as set out in this paragraph 14 upon the Supplier Personnel.

14.6. All the obligations set forth in this paragraph 14 will survive the termination of the Agreement.

15. DATA PRIVACY

15.1. Supplier and Purchaser acknowledge that in the context of the Agreement they each may disclose personal data to the other.

15.2. Supplier and Purchaser warrant that they each shall, and shall procure that their personnel and all subcontractors (if any) shall, comply with the relevant obligations imposed on them by all applicable Data Protection Legislation. For the purpose of these GTCs, "**Data Protection Legislation**" means all applicable data protection and privacy legislation if and as applicable to a party's performance under the Agreement, including without limitation: (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulation(s) and secondary legislation; (ii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), each as amended from time to time; and (iii) the UK GDPR (in the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018.

15.3. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

15.4. In the event that Purchaser collects and processes the personal information of Supplier personnel for its own purposes as a data controller (as defined in GDPR), for example in connection with its Health, Safety and Environment onboarding process, it shall do so in accordance with the LDC Privacy Policy which is available at <https://www.ldc.com/privacy-policy/>, and in accordance with applicable Data Protection Legislation. Supplier shall ensure that any such personal data is shared with Purchaser in accordance with applicable Data Protection Legislation.

15.5. To the extent that Supplier or Purchaser is required by the other party to process personal data as a data processor (as defined in GDPR) in connection with the Agreement, Supplier and Purchaser will enter into a separate and dedicated data processing agreement for this purpose.

16. FORCE MAJEURE

16.1. Neither Party shall be responsible for delays, failure, or omissions due to any cause beyond its reasonable control, wherever arising, not due to its own negligence and which cannot be overcome by exercising due diligence and efforts. Such cause shall include without limitation, riots, fires, earthquake, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, interference by civil or military authorities or acts of God (a "**Force Majeure Event**"). A Force Majeure Event on the part of the Supplier is in no event to be understood to include the following: staff shortage, strikes, non-performance by any third party engaged by the Supplier, transport problems on the part of the Supplier or any third parties engaged by the Supplier, failure to obtain or deliver materials, parts or components of the Good, liquidity and/or solvency problems.

16.2. In the event of a Force Majeure Event:

- (a) Obligations under this Agreement are suspended for the duration of the Force Majeure Event without any of the parties being liable to the other party, provided that the affected party uses all reasonable endeavours to minimize the effect of such Force Majeure Event; and
- (b) The affected party must no later than three (3) business days from the day of occurrence of the Force Majeure Event notify the other party in writing of the circumstances constituting the Force Majeure Event and of its impossibility to perform its obligations.

16.3. If Supplier's performance is excused or delayed for more than thirty (30) days due to a Force Majeure Event, Purchaser shall have the right to terminate the Agreement with immediate effect and without court intervention by written notice. If Purchaser terminates the Agreement, Purchaser's sole liability will be to pay any balance due for conforming Goods and/or Services delivered by Supplier before receipt of Purchaser's termination notice.

17. CANCELLATION - TERMINATION

17.1. Except to the extent prohibited by Purchaser's Law, Purchaser is entitled, at its own discretion, to:

- (a) cancel a Purchase Order in all or in part for any reason or for convenience prior to shipment of the Goods or performance of the Services by providing thirty (30) days written notice to Supplier; and/or
 - (b) terminate the Agreement even after shipment, with immediate effect and without court intervention by written notice, without owing any compensation to the Supplier, in the event of any of: (i) a failure by the Supplier to perform one or more of its obligations under the Agreement; (ii) the Supplier agreeing to an extra-judicial debt rescheduling; (iii) an application for or declaration of bankruptcy or liquidation on the part of the Supplier; (iv) guardianship or receivership on the part of the Supplier; (v) attachment of a major part of the Supplier's business assets; (vi) sale or termination of the business of the Supplier; (vii) change of ownership or control of the Supplier; and (viii) cancellation of any licenses of the Supplier that are required to have in place for the lawful execution of the Agreement.
- 17.2.** Any claims that Purchaser may have or come to have against the Supplier, shall be payable immediately and in full in case of termination pursuant to this paragraph 17.
- 17.3.** Unless otherwise instructed by the Purchaser, upon the receipt of a notice of termination the Supplier will immediately stop providing the Goods and/or Services and will instruct its suppliers and its subcontractors to immediately stop all work hereunder.
- 17.4.** If Purchaser terminates the Agreement, for whatever cause, Supplier's sole and exclusive remedy is payment for (i) Goods received and accepted by Purchaser and/or for Services performed and accepted by Purchaser up until the termination date, and (ii) for direct and justifiable expenses incurred by Supplier in connection with fulfilling the Agreement up until the termination date.

18. INDEPENDENT CONTRACTOR

- 18.1.** The Supplier, the Supplier Personnel and any subcontractors will be deemed independent contractors for all purposes and at all times and nothing will be deemed to place Purchaser, Supplier and Supplier Personnel in the relationship of employer/employee, partnership, joint-venture, franchise or principal/agent.
- 18.2.** Purchaser shall incur no responsibility or obligation to Supplier Personnel or to subcontractors, or other parties used by the Supplier to perform the Agreement, who shall remain at all times employees, agents, or subcontractors of the Supplier.
- 18.3.** Neither party shall have the power to bind the other or incur obligations on behalf of the other.
- 18.4.** All debts, liabilities, and obligations of any kind imposed upon or incurred by the Supplier in the performance of the Agreement are to be the debts, liabilities and obligations of the Supplier.

19. ASSIGNMENT – SUBCONTRACTING

- 19.1.** Supplier may not assign or subcontract any of its rights and obligations under the Agreement without the prior written consent of Purchaser.
- 19.2.** Any attempted assignment without such consent will be void and null.
- 19.3.** Purchaser's consent to subcontracting will not relieve the Supplier from any liability or obligation under the Agreement and Supplier will be responsible for the acts and omissions of any person to whom it subcontracts any of its obligations under the Agreement.
- 19.4.** Purchaser may assign, sub-let or pledge whole or part of its rights, benefits or obligations under the Agreement to any of its affiliates or to any third party upon the same terms and conditions as those agreed upon between Purchaser and the Supplier without the consent of the Supplier.

20. COMPLIANCE WITH LAWS

- 20.1.** The Supplier shall comply with all laws, rules and regulations applicable to its business and operations.
- 20.2.** While providing the Goods and/or performing the Services the Supplier shall at all times comply with all the laws, regulations, restrictive measures, orders promulgated by the United States, the United Kingdom, the European Union and its Member States, Switzerland, the United Nations and/or any relevant jurisdiction and relating to anti-bribery, anti-corruption, anti-money laundering, economic/trade and financial sanctions, and international embargoes (the "**Sanctions Laws**"). The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this paragraph 20. Supplier shall be responsible

for the observance and performance by such persons of such terms and shall be directly liable to the Client for any breach by such persons.

20.3. Any breach by Supplier (or persons associated thereto) of the provisions of this paragraph 20 shall entitle Purchaser to immediately terminate the Agreement without liability.

21. SUPPLIER CODE OF CONDUCT

21.1. Reading and acknowledging the LDC Group Supplier Code of Conduct (https://www ldc.com/wp-content/uploads/LDC-Supplier-Code-of-Conduct-2023_LAYOUT_FINAL.pdf) (the “**Code**”) is a prerequisite step for entering into supply contracts with the Purchaser. Supplier hereby acknowledges the principles and requirements of the Code and agrees to abide by the Code, as well as any subsequent modification thereof, in the performance of its obligations under any business relation with the Purchaser or any affiliate of the Louis Dreyfus Company Group.

21.2. Purchaser reserves the right to verify Supplier’s conformance with the Code, either directly or via the engagement of third parties, and Supplier hereby undertakes to fully cooperate with such verification. Failure to demonstrate compliance with the Code to the satisfaction of Purchaser can lead to the suspension or termination of any other contract and business relation between the parties or their respective affiliates. The principles in this Code may be periodically reviewed and updated to reflect changes in the standards, laws, regulations and LDC’s responsible sourcing requirements.

22. AUDIT

22.1. Purchaser will have the right, upon giving advance notice to the Supplier, to audit and inspect the records and facilities of the Supplier and Supplier’s agents, representatives and subcontractors used in performance of the Agreement or relating to the Goods and/or Services provided to the extent reasonably deemed necessary by Purchaser to determine Supplier’s compliance with the Agreement or with the Purchaser’s Policies. Purchaser’s audit or inspections, or failure to conduct such audit or inspection, will not release Supplier from any liability which may arise in connection with the Agreement.

23. NO WAIVER

23.1. Purchaser’s failure or delay in exercising any right or remedy with respect to the Agreement will not be deemed to be a waiver of that right or remedy preventing Purchaser to subsequently exercise such right. Any waiver of a right or remedy must be in writing and signed by the Purchaser.

24. REMEDIES

24.1. The rights and remedies set out herein are cumulative and additional to all other or further rights and remedies available under the Purchaser’s Law.

25. SEVERABILITY

25.1. If any provision of these GTCs is held by a court to be illegal, invalid or unenforceable, in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of these GTCs, all of which will remain in full force and effect.

26. NOTICES

26.1. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to Supplier or Purchaser, as applicable, at the address set forth on the Purchase Order or to such other address that may be designated by either party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

27. APPLICABLE LAW – DISPUTE RESOLUTION

27.1. The Agreement and any non-contractual rights and obligations shall be governed by and construed in accordance with the Purchaser’s Law. No effect is to be given to any other choice-of-law or conflict-of-law rules or provisions. The provisions of the United Nations Convention on International Purchase Agreements (CISG, Vienna, 11 April 1980) are not applicable.

27.2. In the event of any dispute, controversy or claim arising out of or in relation to the Agreement, or the breach, termination or invalidity hereof (a "**Dispute**"), the demanding party shall serve on the other notice of such dispute (the "**Dispute Notice**") and the parties shall attempt in the first instance to resolve such Dispute through amicable negotiations. The Dispute shall be referred to and finally resolved by arbitration in accordance with the Rules of the London Court of International Arbitration ("**LCIA**") which rules are deemed to be incorporated by reference in this paragraph. The number of arbitrators will be one (1). The seat of the arbitration shall be London, United Kingdom. The language of the arbitration shall be English.

28. RIGHTS OF THIRD PARTIES

- 28.1.** The Purchaser's affiliates, and the Purchaser's and its affiliates' respective directors, officers, employees, agents and representatives will be entitled to enforce paragraphs 11.1 and 11.2 subject to and in accordance with Purchaser's Law and the terms of the Agreement.
- 28.2.** The parties may vary or rescind the Agreement without the consent of the Purchaser's affiliates and their respective directors, officers, employees, agents, and representatives.
- 28.3.** Except as set out in paragraph 28.1, no person or entity who is not a party to the Agreement shall have any right to enforce any term of the Agreement. Purchaser and Supplier expressly agree that the provisions of the Agreement are not intended to confer any rights, benefits, or remedies upon any person or entity other than them. Any attempt by a third party to enforce any term or provision of the Agreement shall be null and void.

29. ADVERTISEMENT

- 29.1.** Supplier shall not disclose, advertise or promote its relationship with the Louis Dreyfus Company group (whether by disclosing the existence of the Agreement or in any other way) to any third party nor make use of, reproduce or make reference to the "Louis Dreyfus Company" trade name, trade mark or logo in any way, including in any brochure, presentation whether written or oral, internet website or any other publicly available support, without the prior written consent of the Purchaser.