

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

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

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

1. CLAUSES APPLICABLE TO PURCHASES OF FOOD PRODUCTS

1.A. PURPOSE

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

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

1.B. PRICE, ORDERS AND PAYMENT CONDITIONS

Price:

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

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

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

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

Terms of payment:

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

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

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

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

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

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

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

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

Penalties:

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

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

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

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

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

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

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

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

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

1.D. DURATION

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

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

1.E. INFORMATION AND CONFIDENTIALITY

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

1.F. RIGHTS AND OBLIGATIONS OF THE PARTIES

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

The Purchaser undertakes to:

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

The Supplier undertakes to:

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

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

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

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

This agreement may be terminated for the following reasons:

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

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

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

1.H. FORCE MAJEURE

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

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

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

1.I. DATA PROTECTION

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

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

1.J. APPLICABLE LAW AND DISPUTE RESOLUTION

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