

NQAC NUNSPEET – STANDARD TERMS AND CONDITIONS OF SALE

Nestlé Netherlands B.V.

Version 1. October 2026

1. Effective Date and Applicability

These Terms and Conditions of Sale ("Agreement") apply to all analytical and support services provided by Nestlé Netherlands B.V., trading as Nestlé Quality Assurance Center Nunspeet ("NQAC Nunspeet").

The effective date of this Agreement shall be the earliest of date of (i) notice to Customer confirming that Customer has been registered to submit Samples to NQAC, (ii) Customer's online submission of Order through the NQAC Website, (iii) Customer's online submission of Order through the NeSTMS or (iv) for existing Customers, annual notice of Agreement (the "Effective Date").

2. Scope of Services

Testing Services: NQAC Nunspeet shall perform certain analysis and testing ("Testing Services") on food, ingredients, or other samples (individually, a "Sample", and collectively, "Samples") submitted by the Customer.

Support Services: NQAC Nunspeet shall perform certain support services ("Support Services", and together with Testing Services, the "Services") including: laboratory audit services; guidance on food safety, quality or regulatory-related requirements; recommendation of appropriate testing methodologies for applicable Samples; and interpretation of analytical raw data resulting from the Testing Services.

Customer and NQAC Nunspeet are individually referred to herein as a "Party" and collectively as the "Parties".

Upon receipt, NQAC Nunspeet may inspect Samples for identification, packaging, condition, temperature and sufficient quantity.

NQAC Nunspeet reserves the right to reject Samples or decline, suspend or postpone the provision of Services where:

- (i) the Samples do not comply with the submission requirements communicated by NQAC Nunspeet;
- (ii) the Samples are unsuitable, unsafe, damaged, insufficient or not accompanied by the required information;
- (iii) the Samples present a safety, legal or regulatory concern; or
- (iv) the condition of the Samples prevents reliable testing or analysis.

NQAC Nunspeet shall notify Customer within five (5) business days of identifying grounds for rejection and, where feasible, propose corrective steps. Where rejection occurs before Samples are received at the NQAC Nunspeet facility, no charges shall apply to Customer.

3. Customer Responsibilities

Customer warrants sampling and shipment of the Samples to NQAC Nunspeet according to procedures and instructions applicable to the requested Testing Services, as communicated by NQAC Nunspeet.

Orders must be submitted through a submission method accepted by NQAC Nunspeet and communicated to the Customer. Samples must be accompanied by complete and accurate submission information. NQAC Nunspeet may postpone registration and commencement of the Services until all required information has been received

If NQAC Nunspeet reasonably believes that any Samples are not ready for testing or analysis, it may require material changes to perform the mutually agreed Services in the applicable Order. If there is no agreement to replace the material within ten (10) business days of NQAC Nunspeet's written notice, NQAC Nunspeet may terminate or suspend any Order by giving Customer at least five (5) business days' prior written notice. Where an Order is terminated or suspended for reasons not attributable to Customer's breach, NQAC Nunspeet shall refund to Customer amounts already paid in respect of Services not yet performed.

Custom clearance costs advanced by NQAC Nunspeet shall be charged to Customer only where the failure to test or complete the Order is directly attributable to Customer's breach of this Agreement or Customer's failure to comply with applicable import requirements. In all other cases, such costs shall be borne by NQAC Nunspeet.

The Customer hereby represents and warrants that all Samples are, and will continue to be, safe, non-hazardous, and non-infectious, fully compliant with applicable laws, and present no risk to either Customer or NQAC Nunspeet personnel at any stage, including shipment, transportation to the NQAC Nunspeet Facility, and throughout the provision of Testing Services. Customer must provide NQAC Nunspeet with the exact composition of Samples if requested. Customers outside EU must comply of requirements for importing products with animal protein origin.

4. Sample Retention

Unless NQAC Nunspeet approves a longer retention period in writing before or during Sample submission or disposal, Samples will be kept for at least three (3) weeks after results are reported ("Sample Retention Period"). The retention period may be influenced by factors such as Sample stability, quantity, or others. If an extension of retention is approved by NQAC Nunspeet, extra charges may apply, but NQAC Nunspeet does not have an obligation to offer an extended retention period.

5. Turnaround Times

Any turnaround time or expected completion date communicated by NQAC Nunspeet is an estimate and starts after the Sample has been received, accepted and fully registered.

Turnaround times may be affected by Sample condition, requested methodology, additional information requirements, equipment availability, subcontracting or circumstances beyond NQAC Nunspeet's reasonable control.

NQAC Nunspeet will inform the Customer of material delays where reasonably practicable.

6. Compliance

All Services will be conducted in accordance with the NQAC Nunspeet Quality Assurance Program, as amended periodically. The list of Testing Services performed in accordance with ISO/IEC 17025 can be consulted at NQAC Website. NQAC Nunspeet maintains analytical raw data from the Testing Services for the current year, plus an additional four (4) years after Testing Services are completed.

7. Confidentiality, Reliance and References to NQAC Nunspeet

All Services, analysis, and reports provided to the Customer under this Agreement are confidential. The Customer may not disclose this information or identify NQAC Nunspeet as its service provider, nor reference NQAC Nunspeet, use their intellectual property in any media, or claim endorsement without prior written consent from NQAC Nunspeet. The foregoing shall not apply to disclosures required by applicable law, regulation, or order of a competent court or regulatory authority, provided that Customer gives NQAC Nunspeet prompt prior written notice (to the extent legally permitted) and reasonably cooperates with any efforts by NQAC Nunspeet to seek confidential treatment.

Reports from NQAC Nunspeet are for the Customer's sole benefit; third parties cannot rely on them without NQAC Nunspeet's written consent. If consent is granted, the Customer remains responsible for any consequences and must indemnify NQAC Nunspeet against resulting liability

8. Warranty

NQAC Nunspeet undertakes to provide Testing Services with the standard of care and expertise generally expected from analytical laboratories operating under comparable conditions and delivering similar Testing Services. NQAC Nunspeet further warrants that Testing Services will be performed in material conformance with the applicable ISO/IEC 17025 accredited methodology and that test results will accurately reflect the analysis performed on the submitted Samples under the conditions prevailing at the time of testing.

Any statements found in such reports or within the Agreement should not be interpreted as representations, guarantees, or encouragements to disregard legal requirements, safety standards, or insurance regulations. All other warranties, both express and implied, including but not limited to those concerning fitness for a specific purpose, merchantability,

satisfactory quality, and non-infringement, are expressly excluded, except as expressly stated in this Section 7. The exclusion of warranties in this Section 7 does not limit NQAC Nunspeet's liability for gross negligence or willful misconduct.

9. Liability

The aggregate liability of NQAC Nunspeet for damage caused by NQAC Nunspeet's imputable failure to comply with its obligations under this Agreement shall not exceed the total fees paid by Customer to NQAC Nunspeet in the twelve (12) months immediately preceding the event giving rise to the claim. NQAC Nunspeet shall not be liable for any indirect loss suffered by the Customer, such as damages resulting from business interruption, loss of profits, loss of data, or consequential loss, except in cases of gross negligence or willful misconduct on the part of NQAC Nunspeet.

Customer shall indemnify NQAC Nunspeet against claims by third parties for compensation for damage to the extent such damage is caused by Customer's negligence, breach of this Agreement, or misuse of the Services or their results. This indemnity does not apply to claims arising from NQAC Nunspeet's own negligence, misconduct, or breach of this Agreement.

10. Payment

Customer must pay NQAC Nunspeet for Services and any additional fees within thirty (30) days of invoice date. If the Customer fails to comply with any obligation incumbent on it towards NQAC Nunspeet under any agreement or by law or if NQAC Nunspeet reasonably suspects that the Customer will not or will not be able to comply with any of its obligations in the future, (i) the Customer shall, at NQAC Nunspeet first request and notwithstanding any other right of NQAC Nunspeet, pay in advance, or provide NQAC Nunspeet with sufficient security for payment upon delivery or in cash and/or (ii) NQAC Nunspeet has the right to suspend service and/or terminate one or more agreements, with immediate effect, without the need for judicial intervention; without prejudice to NQAC Nunspeet's right to claim full compensation from the Customer

11. Data Protection

Each Party shall comply with all applicable data protection legislation, including Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR") and any national implementing legislation, in connection with the performance of this Agreement. To the extent that NQAC Nunspeet processes personal data on behalf of Customer in the course of providing the Services, the Parties agree to enter into a Data Processing Agreement ("DPA") as an annex to this Agreement, setting out the subject matter, duration, nature, and purpose of the processing, the type of personal data and categories of data subjects, and the respective obligations and rights of the Parties. Where each Party determines independently the purposes and means of processing of personal data in connection with the Services, each Party shall act as an independent controller and shall comply with its respective obligations under applicable data protection legislation. Where no DPA has been executed, each Party shall process personal data only to the extent necessary for the performance of the Agreement and in accordance with applicable data protection legislation. . Each Party shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, disclosure, loss, or destruction. Where personal data is transferred outside the European Economic Area, the Parties shall ensure that appropriate transfer mechanisms are implemented in accordance with applicable data protection legislation. NQAC Nunspeet shall ensure that any subcontractor processing personal data on its behalf is bound by appropriate contractual data protection obligations.

12. Intellectual Property

All pre-existing intellectual property rights of each Party remain the property of that Party. NQAC Nunspeet retains ownership of all analytical methodologies, processes, know-how, and laboratory procedures used in the provision of the Services. Test reports and analytical raw data generated specifically for Customer in connection with an Order ("Results") shall be owned by Customer upon full payment of the applicable invoice. NQAC Nunspeet shall retain the right to use anonymized and aggregated Results for internal quality assurance, benchmarking, and research and development purposes, provided that no Results are disclosed in a form that identifies the Customer or its products. Neither Party shall acquire any rights in the other Party's trademarks, logos, or branding by virtue of this Agreement

13. Term and Termination

This Agreement begins on the Effective Date and continues until the Services are completed, unless terminated earlier as stated here. Either Parties may end the Agreement immediately for a material breach that is not cured within thirty (30) days of written notice, or if the one of the Party enters bankruptcy or becomes insolvent.

14. Force majeure

In the event of force majeure affecting either Party, the affected Party shall be entitled, at its discretion, to suspend performance of its obligations until such time as the force majeure event has ceased to exist, without the other Party being entitled to claim compensation solely on account of the suspension. The affected Party shall notify the other Party promptly in writing of the force majeure event and its expected duration, and shall use reasonable endeavors to mitigate the effects of and overcome the force majeure event. If a force majeure event continues for more than ninety (90) consecutive days, either Party may terminate the Agreement upon thirty (30) days' written notice. Force majeure shall include: strike, fire, machinery breakdown, stagnation or failure by suppliers to fulfil their obligations, transport difficulties, import or trade bans, pandemic, and acts of government.

15. Applicable law and competent court

This Agreement is governed by Dutch law. In the event of a dispute, the Parties shall first attempt to resolve the matter through good-faith negotiation between senior representatives of each Party within thirty (30) days of written notice of the dispute. If the dispute is not resolved within such period, all disputes will be settled in the first instance by the competent court in Amsterdam.

16. Assignment and subcontracting

Customer may not assign, subcontract, or transfer this Agreement or its rights or obligations without NQAC Nunspeet's prior written consent. Assignment includes any sale or transfer of a controlling interest in Customer or its parent entities, or substantially all of Customer's assets. Any unauthorized assignment or transfer is void and constitutes a material default, allowing NQAC Nunspeet to pursue available remedies.

NQAC Nunspeet may assign or transfer this Agreement to an affiliated entity or to a successor in connection with a reorganization or change of control, provided that NQAC Nunspeet notifies Customer in writing within thirty (30) days of such assignment and the assignee assumes all obligations under this Agreement in writing. NQAC Nunspeet may subcontract Services to third-party laboratories, provided that any such subcontractor holds current ISO/IEC 17025 accreditation for the relevant scope of testing. NQAC Nunspeet shall notify Customer prior to subcontracting any material portion of an Order to a third party and shall remain responsible for the performance of the subcontractor as if it were NQAC Nunspeet's own performance.

17. Modification

This Agreement cannot be altered by quotations, proposals, contracts, invoices, purchase orders, confirmation orders, work orders, or similar documents, no matter when they were created. Amendments to this Agreement are only valid if made in writing by an authorized representative of each Party and clearly state that the document is intended as an official amendment to the Agreement.

18. Signatures

For NQAC Nunspeet

Name: Fernando Vitorino da Silva

Title: NQAC Nunspeet Manager

Date:

Signature:

For Customer

Name:

Title:

Date:

Signature: