

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (REF A.1.1.26)

DEFINITIONS

- (i) **"Seller"** shall mean **Biscuit and Food Product Manufacturing Company E.J. PAPADOPOULOS S.A.**
- (ii) **"Buyer"** shall mean the person, company or other organization accepting an offer from the Seller to purchase the Goods under these General Terms and Conditions.
- (iii) **"Goods"** shall mean all items to be supplied by the Seller as mentioned in the Order.
- (iv) **"Order"** shall mean the Buyer's confirmed proforma invoice issued in writing or placed by email, facsimile or other electronic means of communication, incorporating these Terms and Conditions.
- (v) **"Contract"** shall mean the agreement made between the Seller and the Buyer following the Seller's written acknowledgement and acceptance of the Order. The Contract shall consist of the Order, the proforma invoice, and these General Terms and Conditions of Sale and Delivery, and any other documents and conditions specified and mutually agreed upon in writing.

GENERAL

- (i) These General Terms and Conditions of Sale and Delivery shall govern all collaboration and business between the Seller and the Buyer regarding the Goods and specify all rights and obligations of both parties.
- (ii) All Orders and Contracts are subject to and governed by these General Terms and Conditions. Any other Terms and Conditions that differ from or contradict these terms shall not be binding on the Seller, unless acknowledged and accepted in writing.

PRICES, INVOICING & TERMS OF PAYMENT

- (i) The agreed prices (hereafter "the Prices") are exclusive of VAT and shall be considered as final and binding, only upon the Seller's acknowledgement and acceptance of the Order and the proforma invoice, thereby forming the Contract. Any changes to the prices must be confirmed and agreed upon in writing by both parties.
- (ii) All Prices are in Euro currency (€) unless otherwise specified and accepted in writing by the Parties.
- (iii) In case of any disagreement between the Parties regarding when the prices became effective, the prices valid on the day the Goods are made available for dispatch shall apply.
- (iv) The Seller shall make reasonable efforts to consistently produce and have ready for dispatch, at the Buyer's request, the quantities of Goods agreed in the Contract.
- (v) An Order shall be considered valid when the Seller's pro forma invoice is signed by the legal representative of the Buyer or other person authorized to legally bind the Buyer. The signed Order must be returned through formal communication (registered mail or e-mail). No Order shall be binding on the Seller, until accepted in writing by the Seller. The Seller reserves the right to reject any Order, provided reasonable justification is given.
- (vi) All payments shall be made in full without set-off, deduction, counterclaim or other charges. The Seller and the Buyer may settle any existing counterclaims through set-off, but only after obtaining prior written communication and mutual agreement.
- (vii) All payments shall be made in accordance with the payment terms specified in the "Payment Terms" section of the Contract and exclusively via transfer to the bank account mentioned therein. Any changes to payment details must be previously confirmed in writing by the Seller.

E.J. PAPADOPOULOS S.A. BISCUIT & FOOD PRODUCTS MANUFACTURING COMPANY

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(ix) Where the Buyer is required to make an advance payment or provide information necessary for the Goods dispatch or delivery, dispatch or delivery will not occur until the advance payment is received in whole or the information is provided.

(x) Invoices will be issued by the Seller and will be addressed to the Buyer at the address stated in the "Sold To" section of the Contract. The amount stated in the "Total Value" section of the Contract shall be the total amount payable to the Seller.

(xi) All bank transaction fees related to Contract payments shall be borne and paid by the Buyer, unless otherwise accepted and agreed in writing by both Parties.

TERMS OF TRANSPORT AND DELIVERY

(i) The Seller will provide the Goods to the Buyer in accordance with the terms agreed upon in the approved Order. The estimated Goods' availability for dispatch, collection, or delivery shall be stated in the "Loading" and "Delivery" sections of the Contract. The exact date of availability for dispatch, collection or delivery will be confirmed in writing by the Seller. The Goods will be provided based on the terms mentioned in the "Delivery Terms" section of the Contract, in accordance with ICC Incoterms 2020.

If the Contract provides for the delivery of the Goods at the Buyer's premises, this place of delivery will be mandatory. Therefore, the Seller shall be entitled to refuse the delivery of the Goods to any warehouse or other place not agreed upon in the Contract.

If the Parties agree on FOB delivery terms, the Seller has the right to refuse cooperation with a forwarder proposed by the Buyer. In the event of such refusal, the Seller will notify both the forwarder and the Buyer accordingly. The Parties shall make every effort to avoid any further dispute on this matter and will seek a mutually agreeable solution.

(ii) For deliveries within the European Union, the Buyer shall provide all necessary information and documents required by EU legislation for proper transportation, including:

(a) a duly stamped and signed proforma invoice/Order,

(b) A CMR upon Goods' collection, signed by both the transporter's assigned personnel (in most of the cases the driver) and the Buyer's authorized personnel following delivery inspection. A copy of the CMR must be returned to the Seller through an officially accepted means of communication (such as registered mail or e-mail). Additionally, in case of EXW delivery terms, the Buyer's assigned transporter personnel (e.g., the driver) must sign a declaration in accordance with the EU guideline 2016/112/EK, providing details of the goods' transportation, including the country of delivery, warehouse destination, Buyer's name and the estimated date of delivery. The transporter must also provide a copy of their passport or identity card and the vehicle registration. The Seller reserves the right to reject the dispatch of the Goods in case of non – compliance by the transporter (driver).

(iii) The Seller will use all reasonable endeavors to deliver the Goods promptly. However, the Seller shall not be liable for any consequences, direct or indirect, including loss or damage, resulting from any delay of delivery for any reason.

(iv) The Seller shall take all reasonable care to ensure that the Goods leave their premises in good quality but shall only be liable for transit losses or damages covered by insurance and only to the extent that the Buyer has fully complied with its obligations stipulated below, under "Notification of Damage or Loss in Transit".

(v) The Seller reserves the right to impose a delivery surcharge if Orders do not meet initially agreed terms. In case of "Cash Against Documents" (CAD) terms, if payment is not made in full within maximum two weeks of the Goods' arrival at the port, the Seller may, following a further two- week notice period, at its discretion, return, liquidate, destroy, or resell the Goods, with the Buyer liable for any additional costs or damages.

(vi) The Seller will provide the Goods ready for dispatch or collection, or, as applicable, will arrange for the delivery of the Goods exclusively on standard Euro-pallets (EUR), using the pre-agreed transport containers and/or by other means of transportation. The pallets will be charged separately from the Goods. The Buyer may, from time to time, return the same quantity of pallets to the Seller, upon delivery to the Seller's warehouse, in accordance with a prior written agreement between the Parties. In such cases, the

quantity of returned and delivered pallets must be confirmed by both the Seller and the Buyer's assigned transporter personnel, with the relevant stamp and signature on all copies of the delivery note. Additionally, a credit note will be issued for the amount calculated by multiplying the number of returned pallets by the cost per pallet, as initially invoiced by the Seller to the Buyer during the Contract/Order execution.

(vii) The Buyer shall not cancel any confirmed Order without obtaining the Seller's prior written consent. If the Buyer unilaterally cancels an Order, all costs or damages arising from the handling of the canceled Order will be invoiced and charged by the Seller to the Buyer.

NOTIFICATION OF DAMAGE OR LOSS IN TRANSIT

The Buyer shall inspect the Goods upon delivery. In the event of any claim, a written comment must be made either on the Bill of Lading or the CMR. The Seller shall not be liable for any damage to shipped Goods unless the Buyer provides written notice and supporting evidence within five (5) working days after the date of delivery at the Buyer's warehouse, or within thirty (30) days if the delivery was accepted with the notification "accepted with reservation". The Buyer must provide adequate proof that such damages resulted from the Seller's default or negligence. The Seller shall respond in writing, either accepting or disputing the Buyer's claims with a sufficient explanation. Under no circumstances shall the Seller be liable for any additional costs, expenses, loss of profit, or any other damages incurred by the Buyer because of such damage. Furthermore, Under no circumstances shall the Seller be liable for any damage suffered by the Buyer or any third party caused by any carrier or other transport service provider engaged by the Buyer.

TRANSFER OF OWNERSHIP/ TRANSFER OF RISK

(i) The risk of the Goods shall transfer from the Seller to the Buyer upon collection or delivery, as per the Delivery Terms of the Contract.

(ii) Ownership in the Goods shall transfer to the Buyer only upon full payment to the Seller of the total price agreed in the Contract.

WARRANTY & PRODUCT COMPLIANCE

(i) The Seller warrants that, upon collection or delivery, as per the Delivery Terms of the Contract, the Goods and their packaging, wrapping and labelling (along with all component parts,) shall:

(a) Conform to the quantity and description specified in the Contract

(b) Comply with the design, manufacturing, processing, and safety specifications as per local market/country regulations and standards.

(c) Be of satisfactory quality and free of any defects, including defects in materials and workmanship.

(d) Be approved by relevant analysis, certification, or conformance as initially requested by the Buyer and accepted in writing by the Seller in the Contract.

(e) be manufactured in accordance with good manufacturing practices and applicable legislation.

(ii) Subject to compliance with the Seller's transportation and storage instructions for the Goods, any non-conformity must be notified by the Buyer as stipulated above; otherwise, such claims will not be accepted by the Seller. Regardless of the agreed Delivery Terms, the Seller reserves the right to request additional proof of transportation and storage conditions (e.g., temperature data loggers, special USB data loggers, etc.), which the Buyer is obligated to provide.

INTELLECTUAL PROPERTY – TRADEMARKS

The Buyer acknowledges and accepts that all trademarks of the Goods, the Seller's company name and any other logos used in relation to the Goods always remain the sole and exclusive ownership of the Seller. When selling the Goods, the Buyer shall not use or include the Seller's trademarks, name, or logos in its company name or otherwise without the Seller's prior written consent.

TRANSPORTATION & STORAGE

The Goods shall be stored according to the storage requirements (Temperature & Relative Humidity) specified in the related Goods Specifications & Good Practices of Food Products Storage. The temperature in the storage area must not exceed 25°C (and for chocolate products 18°C max) and the relative humidity must not exceed 65%.

The storage areas must be equipped with functional thermometers and hygrometers, with regular records maintained.

The storage space must be dry, clean, odorless and properly ventilated. It is prohibited to store non-compatible materials with food products. Non-conforming finished products must be stored separately and visibly marked.

The design and maintenance of the vehicles and the transportation equipment must ensure they do not compromise the safety of the transported food. Only means of transport that meet all safety and hygiene requirements may be used.

Handling areas must be clean, dry and odorless and all transportation means must be in good condition, clean and free of pests and odors.

The transport of unpackaged food products (e.g., fruits, vegetables) along with the Seller's Goods is prohibited. The Buyer shall be responsible for instructing the transporter accordingly.

The Buyer's transporter is prohibited from transporting non-compatible materials with food products (e.g., chemicals, pesticides, lubricants, poisons) or other materials that could pose a risk to food safety.

The Buyer must ensure that proper means of transportation are used so that the quality of the Goods is maintained. For truck transportation, a box-type truck (not a tent-type) must be used.

For chocolate-coated products, the temperature in the means of transportation must not exceed 18°C, and the relative humidity must not exceed 65%.

DISPUTE RESOLUTION/ APPLICABLE LAW

(i) Each Contract constitutes the entire agreement between the Parties relating to its subject matter and supersedes all previous agreements, promises, assurances, and understandings, whether written or oral, without prejudice to any Distribution Agreement that might be concluded between the contracting parties, to which such Contract constitutes an integral part.

(ii) Any dispute or claim arising out of or in connection with each Contract shall be exclusively governed by the substantive Greek law. The competent courts of Athens shall have exclusive jurisdiction.

CONFIDENTIALITY

The Buyer shall not, in any manner, directly or indirectly disclose or communicate to any third party any trade secrets or other information related to the Seller's business (all considered confidential) that may have become known to the Buyer during or in connection with any Contract with the Seller.

Confidential information includes, without limitation:

(i) The General Terms and Conditions for Sale and Delivery and the terms of each Contract.

(ii) The Seller's marketing, product and brand strategies, and business plans.

(iii) All communications between the Buyer and the Seller related to their cooperation.

(iv) Passwords.

(v) Copies, summaries, reports, presentations, extracts, and forms related to the Parties' collaboration.

All confidential information is, and shall remain, the exclusive property of the Seller.

FORCE MAJEURE

The Parties shall not be liable for non-fulfillment of their obligations hereunder where an event of force majeure, as determined by applicable law or business ethics, has impeded performance. The affected Party must immediately inform the other Party in writing of the occurrence of a force majeure event and make every effort to mitigate its effects.

If the force majeure event continues for thirty (30) days after notification, either Party may terminate the Contract with immediate effect by written notice to the other Party, without compensation or indemnification.

FINAL NOTICES

(i) The Buyer shall comply with all custom laws and government regulations and secure all necessary permits, licenses and registrations in connection with the importation and resale of the Goods. All levies, duties, registration fees, and taxes imposed on the Goods or due by reason of importing, storing or reselling the Goods, including customs, import documentation fees and other charges such as brokerage fees, are the responsibility of the Buyer unless explicitly agreed otherwise in writing.

(ii) The Buyer shall comply with the following while performing its obligations under the Contract:

- (a) **Safety and Health.** They will ensure safe working conditions.
- (b) **Child Labor.** The Buyer will not directly or indirectly employ children, respecting applicable national laws.
- (c) **Business Integrity and Anti-Bribery.** The Buyer will promote honesty and integrity in business and will not offer or pay, directly or indirectly, money or anything of value for or on behalf of the Seller for any illegal purpose.
- (d) **Environment and Sustainability.** The Buyer will work to continuously improve the environmental impact of its activities.

(iii) The Buyer assures that when conducting his business, they will fully comply with the General Data Protection Regulation 2016/679 and any other applicable laws regarding the use and processing of Personal Data.