

## STEF GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE - GTCP

**1. Scope.** These general terms and conditions of purchase (hereinafter the "GTCP") apply to orders for goods and/or services (hereinafter the "Supply(ies)") placed by STEF entities of the STEF Group, jointly or individually (hereinafter the "Buyer"). They apply in the absence of a contract between the Purchaser and the Supplier (hereinafter the "Supplier"). The provisions of the GTCP are deemed to have been accepted in their present version, unless amended by agreement, and prevail over the Supplier's general terms and conditions of sale.

**2. Absence of volume or purchase commitment - Absence of exclusivity** - The Buyer does not assume any commitment to purchase a minimum or total volume of purchases of the Supplies from the Supplier. Furthermore, unless otherwise agreed by the parties, the Buyer does not assume any exclusivity towards the Supplier.

**3. Modification of the Supplies.** Any modification of the Supplies in quantity or in their specifications may only be carried out with the prior written agreement of an duly authorised representative person of the Buyer and the Supplier.

**4. Obligations of the Supplier.** The Supplies must be carried out in accordance with: (i) the terms of the order, the GTCP and any special conditions; (ii) the regulations in force, (iii) the rules of the art and best professional practice. In this respect, the Supplier assumes an obligation of performance.

**5. Performance deadlines.** The Supplier recognises that compliance with the deadlines specified in the orders is an essential obligation in the performance of the Supplies. In the event of non-compliance with the deadlines mentioned in the order, the Supplier is obliged to pay, without the need to give a formal notice, a penalty of 1% of the total amount, excluding any taxes, of the order for each working day of delay, up to a limit of 15% of the amount of the order. These penalties are neither all-inclusive nor final nor are they dischargeable and do not exclude any claims for damages suffered by the Buyer as a result of the delay.

**6. Acceptance of Supplies - Non-conformity**  
**6.1. For all Supplies requiring an acceptance document:** If the Supplies comply with the Buyer's technical requirements, the parties shall sign an acceptance document. All reservations mentioned and not corrected within 48 hours may incur the penalties above. Furthermore, in the event of reservations, the Supplier undertakes to correct them immediately, to the extent necessary and at no additional cost to the Buyer, until all reservations have been lifted by the Buyer.  
**6.2. For all Supplies justifying the drafting of an intervention order/report after a visit:** At the end of each visit to the Buyer, the Supplier shall send the Buyer a detailed intervention order/report within 48 hours of the date of such visit.  
**6.3** In the event that the Supplier fails to fulfil any of its essential contractual obligations (non-compliance with mandatory deadlines, serious non-compliance with the Supplies...) and if it can be shown that it is unable to carry out the necessary corrective measures within 48 hours of noticing said non-compliance, the Buyer may choose to correct such breach itself and/or entrust a third party company of its choice to cure the breach, at the Supplier's expense and risk. In such case, the Supplier undertakes to provide its full and complete cooperation.

**7. Warranty** In addition to the provisions of the law, the Supplier guarantees the Supplies for a period of 18 months (from the date of delivery of the Supplies or from the date of the unreserved cancellation for Supplies requiring installation) against all defects in design, material, manufacture and operation of the Supplies, as well as any abnormal wear and tear, provided the Supplies are used in accordance with the agreed requirements. The warranty covers all damage caused by a defect or anomaly, as well as the costs of repairing the goods or correcting the Supplies to ensure proper functioning and fulfilment of the necessary and agreed specifications. The Supplier shall bear all costs incurred (e.g. the cost of parts, labour, disassembly, transport and reassembly costs incurred by him, the Buyer or third party). The replacement of a defective element during the warranty period will cause a new warranty period identical to the contractual warranty period. This warranty clause in no way limits the Buyer's rights to obtain compensation for any damages of any type caused directly or indirectly by the defects found. The Supplier shall ensure the availability of spare and/or replacement parts for a period of 5 years from delivery or installation.

**8. Liability/Insurance.** The Supplier shall be liable to the Buyer and to any third party for damage of any type whatsoever which may be caused by the Supplier, its agents or any person whom the Supplier uses to assist it or to perform any contractual obligation in its place. The Supplier shall take out and maintain valid all the necessary insurances to cover all liabilities arising from the execution of the order.

**9. Price - Invoicing - Method of Payment.** The prices indicated in the specific conditions and/or the order will be considered for supplies delivered to the address indicated with the order, and will include packaging, transport and insurance of the goods (free of encumbrances and taxes). Prices are firm, definitive and non-revisable during the period the Supplies will be furnished. Invoices shall be prepared after conforming Supplies have been delivered or have been accepted without reservation of the Supplies. Invoices shall be sent in electronic format to the e-mail address of the accounting office to which the Affiliate depends. Invoices must be sent: in PDF format (each PDF file must include a single invoice), in original format, as an attachment to an e-mail, the invoice file must be named with the name of the STEF organisation concerned and the corresponding invoice number, the maximum size of the e-mail must not exceed 10 MB, the e-mail must not be password protected, the invoice must not include a link to a portal. Invoices must be paid within 45 days of the end of the month of the invoice issue date. Non-payment, in whole or in part, of any instalment of an invoice will incur, without the need for any formality, late-payment penalties equal to three times the legal interest rate, as well as, in accordance with the law, a fixed indemnity of €40 for collection costs, or a higher amount if proved.

**10. Transfer of Title - Transfer of Risks** The title to the Supplies will transfer to the Buyer when they are delivered, and the Supplier shall not be entitled to assert any reservation of title clause. The transfer of risk shall take place in accordance with INCOTERM DDP ("Delivered, Duty Paid") at the agreed place of destination (Incoterms® 2010), with all duties, taxes and insurance to be paid by the Supplier.

**11. Early Termination** In the event of serious and/or repeated failure by the Supplier to fulfil any of its obligations under the order, notwithstanding the provisions above, the Buyer may terminate the contract (without the need for a prior formal notice), without prejudice to the penalties for delay and damages that may be claimed from the Supplier as compensation for the loss suffered by the Buyer.

**12. Obligation of Vigilance** - The Supplier undertakes to carry out the services in compliance with the legislation and social regulations in force. The human resources assigned to the execution of the contracted services are solely and exclusively dependent, either hierarchically, technically, functionally, or economically, on the Supplier, from whom they will receive orders, instructions and the necessary information for the execution of said services. The Supplier shall ensure that it complies with all legal regulations applicable to labour relations, in particular with regard to health and safety at work, the payment of taxes and social security contributions and the hiring of foreign nationals, and undertakes to provide proof of said compliance when requested to do by the Buyer. The Supplier shall provide the Buyer (or a third party appointed for this purpose by the Buyer) with the following documents at the beginning of the contractual relationship and every 6 months until the end of the performance of the Supplies: (i) a declaration demonstrating non-existence of social security debts and compliance with labour obligations dated at least 6 months ago (ii) an up-to-date commercial certificate (iii) a list of names of the foreign employees employed by the Supplier and subject to a work permit. This list must identify, for each employee, their date of employment, nationality, type and serial number of the valid work permit. Failure to comply with the obligations provided in this clause will justify the automatic and immediate termination by the Buyer of the contractual relationship.

**13. Business Ethics - Anti-corruption** - Each party undertakes to strictly comply with the applicable laws and regulations on conflicts of interest, competition law and the fight against corruption and influence peddling. Consequently, any breach by the Supplier of the obligations of this article shall be considered a serious breach giving the Buyer the right to terminate immediately and automatically its contractual relationship, without notice or compensation, but subject to the resulting damages and interest, which the Buyer may claim. In

accordance, in particular, with the "Sapin II" Law on transparency, anti-corruption and the modernisation of economic life of 9 December 2016, the Buyer's Group (the "STEF Group") has implemented internal anti-corruption prevention measures. It has adopted an ethics and business conduct charter, a warning and control system and procedures to prevent and detect corruption and influence peddling. The STEF Group ensures that all its employees, particularly those who have the capacity to commit themselves in relations with third parties, share and apply the legal rules and internal regulations that guarantee respect for business ethics. The Supplier guarantees that any person acting on its behalf: (i) complies with all applicable regulations aimed at combating corruption (ii) does not do anything, by action or omission, that could be likely to entail the STEF Group's being held liable for non-compliance with said regulations (iii) implements and maintains its own policies and measures relating to ethics and anti-corruption (iv) will inform the Supplier without delay of any event of which it is informed and which could have the effect of obtaining an undue advantage, financial or of any other nature, incidental hereto. In addition, the Supplier undertakes to provide the Buyer with any assistance necessary to respond to a request from an authorised authority relating to anti-corruption.

**14. Health and Safety** - The Supplier recognises that it has read the latest version of the Health and Safety Rules for suppliers, available on the STEF website: <https://www.stef.com/corporate/en/food-safety-rules-stef-group-suppliers> and undertakes to comply with those applicable to the Supplies it makes.

**15. Protection and processing of personal data** - The Supplier shall observe the laws and regulations applicable to personal data (in particular, the EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, the "GDPR"). The Supplier shall have implemented the set of procedures and actions necessary to process and store the personal data that it may have collected in the context of the execution of the present, as data controller or processor within the meaning of the regulation, in strict compliance with the provisions of the GDPR. The STEF Group has therefore implemented a general personal data protection policy regarding the responsible collection and use of the said data within the strict scope of the STEF Group's activities ("General Policy"). This General Policy, applicable to the STEF Group as a controller or processor within the meaning of the GDPR, is available on the STEF Group's various websites. It is regularly updated to take into consideration the legal and regulatory developments and those resulting from the STEF Group's organisation and activities. The Supplier shall regularly consult the General Policy in order to be informed of the latest changes and also to be aware of (i) the commitments made by the STEF Group with regard to the protection of personal data and compliance with the GDPR, (ii) the principles and rules followed by the STEF Group for the compliant management of personal data in terms of the data processed, the purposes of the processing, the respective legal basis, the duration of storage, the recipients of the data, security and confidentiality, (iii) the rights that individuals have with regard to their personal data as data subjects and the means of exercising them.

**16. Confidentiality** - The parties undertake to treat as strictly confidential the information received hereafter, as well as that communicated during the execution of an order and the Supplies. Each party shall take all necessary measures to fulfil and enforce this commitment during the 2 years following final acceptance.

**17. Intuitu Personae** - The Supplier may only subcontract all or part of the Supplies with the prior written authorisation of the Buyer. Any assignment of contractual rights and obligations by the Supplier or any change of control of the Supplier's shareholders, whether by purchase or sale, merger, contribution or restructuring of the Group, must be authorised in advance and in writing by the Buyer. Failure to comply with any of the obligations in this clause shall constitute a serious breach justifying immediate termination of the contractual relationship, attributable exclusively to the Supplier and without compensation.

**18. Responsible Purchasing Charter** - the Supplier acknowledges having read and accepted the latest version of the Responsible Purchasing Charter applicable to STEF suppliers, the text of which is available on the STEF website: <https://www.stef.com/corporate/en/responsible-purchasing-charter>

**19. Dispute Resolution** - In the event of a dispute, Portuguese law shall apply and the jurisdiction of the Lisbon district court shall be competent, to the exclusion of any other.