

1. APPLICATION AND INTERPRETATION

a) These purchase order conditions (“Purchase Conditions”) shall apply to all Purchase Orders issued by Purchaser and shall take precedence over any terms and conditions provided by Supplier, whether before or after the issuance of the Purchase Order. If the Purchaser and Supplier have entered into a separate written agreement executed by authorized representatives of both parties (an “Agreed Contract”), the Agreed Contract shall prevail to the extent of any conflict with these Purchase Conditions.

b) In these Purchase Conditions, the following words shall have the following meanings:

"Contract" means the contract between Purchaser and Supplier formed in accordance with Section 2(b), comprising the applicable Purchase Order, these Purchase Conditions and any other document expressly incorporated into the Purchase Order;

"Defect" means any defect, omission, fault or non-compliance in connection with a Contract with respect to the Goods sold under it that exists or arises due to a failure by Supplier to comply with the Contract;

"Finlays Solutions" means Finlays Solutions, Inc., and/or (as the context requires) any affiliate thereof;

"Goods" means any goods and/or services agreed in a Contract to be supplied by Supplier to Purchaser;

"Incoterms" means the latest edition, as at the date of a Contract, of the international rules for interpreting trade terms published by the International Chamber of Commerce;

"International Trade Sanctions" means any sanction or prohibition imposed by any federal, state, supranational or international governmental organization or authority;

"Prohibited Act" means engaging in any activity which could constitute a breach of Section 15 of these Purchase Conditions;

"Purchase Order" means Purchaser's purchase order used to order Goods from Supplier of which these Purchase Conditions automatically form part of and are hereby incorporated;

"Purchaser" means the Finlays Solutions entity that purchases the Goods under a Contract;

"Specification" means the specifications and samples (if any) referred to or described in a Purchase Order pursuant to which Goods are to be supplied;

"Supplier" means the entity to which a Purchase Order is issued and that undertakes to supply Goods to Purchaser, including any such entity's successors and permitted assigns; and

"Warranty Period" means twelve months from the date on which Goods are delivered to Purchaser.

2. APPLICATION OF TERMS; ACCEPTANCE OF GOODS

a) These Purchase Conditions are the only conditions upon which Purchaser contracts with the Supplier, and they shall govern a Contract to the entire exclusion of all other terms or conditions, including, without limitation, any terms and conditions of Supplier, and any variation of these Purchase Conditions shall have no force or effect unless agreed to in writing and signed by an authorized representative of Purchaser. Any such written agreement must expressly state that it is intended to amend, modify, vary or supersede these Purchase Conditions.

b) Only a written Purchase Order shall be deemed to be an offer by Purchaser to purchase Goods subject to these Purchase Conditions. Purchase Orders shall be deemed to be accepted by Supplier's acknowledgement by any means or by supplying Goods in response to the Purchase Order, whether in whole or in part. The acceptance, implied or express, of a Purchase Order shall create a Contract and constitute acceptance of these Purchase Conditions as well as the specific business terms (e.g., description of the Goods, price, quantity and delivery terms) set out in the Purchase Order.

c) Acceptance of delivery or receipt of Goods under a Purchase Order does not constitute acceptance of the Goods in accordance with the terms of a Contract, and Purchaser may inspect and reject the Goods if there is a Defect after delivery and receipt of the Goods.

3. SPECIFICATION AND STANDARDS

a) Supplier warrants that the Goods supplied shall be of the highest commercially reasonable design, quality, material and workmanship,

comply in all respects with the Purchase Order and the Specification, and be fit for the purpose (if any) specified by Purchaser. Goods supplied by Supplier shall comply in all respects with applicable law and all applicable rules and regulations. Purchaser's rights under these Purchase Conditions are in addition to all other rights and remedies available to Purchaser under applicable law and to any warranties of additional scope given to Purchaser by Supplier. Where the Goods to be supplied are or include services, such services shall be performed with all reasonable skill and care and in accordance with industry best practice and standards.

b) Supplier shall comply with food industry hygiene standards, applicable safety regulations, as well as any quality assurance systems requested and approved by Purchaser. In addition, Supplier shall apply all necessary measures to guarantee the full traceability of the Goods and any ingredients or parts thereof, including the ability to identify and provide documented evidence of the origin of all primary raw materials and the place of manufacture, processing, or production of the Goods upon Purchaser's request.

c) Supplier shall immediately notify Purchaser upon becoming aware of any actual or suspected contamination, adulteration, quality defect, regulatory non-compliance, traceability issue, food safety concern, product withdrawal, recall risk or similar issue affecting the Goods and shall cooperate fully with Purchaser in assessing and addressing any such issue.

4. VARIATIONS TO THE GOODS

a) Purchaser may at any time by notice make changes to the quantity of the Goods, design of the Goods, or Specification, method of packing or delivery, or the place or date of delivery.

b) If any change proposed in accordance with Section 4(a) increases or decreases the cost of or time required for the performance of the Contract, Supplier and Purchaser shall in good faith confer with each other regarding an equitable adjustment to the price or altered performance that is reasonable according to the change(s); provided, however, that no increase in the price or extension of time for delivery or performance shall be made unless agreed in writing by an authorized representative of Purchaser. If the parties cannot agree on an adjustment within 30 days of Purchaser's requested change, Purchaser may cancel the relevant portion of the Purchase Order without liability.

c) Any material changes to the raw materials or manufacturing methods for the Goods by Supplier are subject to Purchaser's prior written consent and approval of the change. Prior to Supplier requesting any such change, Supplier shall furnish Purchaser with the following: (a) a list of all ingredients or raw materials used in the Goods; (b) their varying amounts; and (c) all other pertinent information concerning the requested changes. Purchaser shall have no obligation to purchase Goods affected by any Supplier changes unless Purchaser approves such changes in writing.

5. REMEDIES

Without prejudice to any other right or remedy which Purchaser may have under applicable law or otherwise, if any Goods are not supplied in accordance with, or Supplier fails to comply with any of the terms of a Contract, Purchaser shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by Purchaser:

a) to rescind the Purchase Order;

b) to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier and to promptly receive from Supplier a full refund for the Goods;

c) to give Supplier the opportunity, at Supplier's sole expense, either to remedy any Defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

d) to purchase or procure substitute Goods from an alternate source and to recover from Supplier all reasonable costs, expenses and losses incurred by Purchaser in doing so, to the extent such costs, expenses and losses exceed the Contract price;

e) to carry out, at Supplier's sole expense, any work necessary to make the Goods comply with the Contract; and

- f) to refuse to accept any further deliveries of the Goods; and/or
- g) to claim and receive such damages as may have been sustained as a result of Supplier's breach or breaches of the Contract.

All Goods replaced, repaired or remedied under this Section 5 shall be subject to a new Warranty Period commencing on the date of delivery of the replaced, repaired or remedied Goods.

6. DELIVERY

- a) Supplier shall deliver Goods in accordance with the instructions on the Purchase Order and any specified delivery date set forth therein, and time of delivery shall be of the essence of the Contract. Purchaser will be under no obligation to accept or pay for Goods delivered in excess or in advance of the quantity, date or rate stipulated in the Purchase Order. Unless otherwise stated in a Contract, Supplier shall deliver Goods "Delivered Duty Paid" (DDP - Incoterms) to the address stated by Purchaser in the Purchase Order.
- b) Supplier shall ensure that Goods are suitably packed and identified at the time of their delivery with reference to the hazards attaching to them in accordance with applicable law and any statutory requirements or regulations. Unless otherwise provided in the Purchase Order, no additional charges shall be made by Supplier for packaging the Goods or for delivery to the specified place of delivery.
- c) Each delivery of Goods by Supplier shall be accompanied by a delivery note which shall clearly show the Goods being delivered, the quantity and quality thereof, the unique Purchase Order number, and any other relevant information with respect to identifying the Goods for the applicable Purchase Order.
- d) Where Purchaser agrees to delivery by instalments, the Contract shall remain a single contract. A failure by Supplier to deliver any instalment in accordance with the Contract shall entitle Purchaser, at its option, to exercise its remedies in respect of that instalment or the Contract as a whole.

7. TITLE AND RISK

Notwithstanding anything in the applicable Incoterms to the contrary, (a) all Goods supplied by Supplier shall become the property of Purchaser upon payment therefor or upon delivery, whichever occurs earlier; and (b) Supplier shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with Section 6.

8. PRICE

- a) The price of the Goods shall be stated in the Purchase Order, and unless otherwise agreed in writing by Purchaser, shall be exclusive of any taxes which are required by law to be collected and remitted by Supplier and shall be inclusive of all other charges.
- b) There shall be no variation in the price of the Goods or extra charges with respect to the Goods unless Purchaser has provided express prior written approval.
- c) Supplier shall invoice Purchaser upon delivery of the Goods to Purchaser. The invoice shall include Purchaser's Purchase Order number.

9. PAYMENT

- a) Purchaser shall, in respect of Goods delivered and accepted in accordance with these Purchase Conditions and for any undisputed invoice, pay Supplier in respect of that invoice net 60 days following the date of receipt of the invoice, unless otherwise agreed in writing by Purchaser.
- b) To the extent applicable, Supplier, if registered for VAT, shall supply a valid VAT invoice (stating Supplier's VAT number) and show separately any relevant rates of tax relating to the Goods.
- c) Without prejudice to any other right or remedy, Purchaser may at any time set off any amount owing by Supplier to Finlays Solutions under any Contract or otherwise against any amount payable by Purchaser to Supplier under the Contract.
- d) If Purchaser reasonably disputes any invoice, in whole or in part, Purchaser may withhold payment of the disputed amount without penalty, interest or default until the dispute is resolved. Purchaser will notify Supplier of the basis for the dispute and both parties will

use commercially reasonable efforts to resolve the dispute. Purchaser will pay any undisputed portion of the invoice in accordance with these Purchase Conditions. Any amount ultimately determined to be properly due shall be paid within sixty (60) days following resolution of the dispute.

10. QUALITY ASSURANCE / ETHICAL STANDARDS

Supplier shall give Purchaser access at all reasonable times to its premises and allow Purchaser to audit and inspect, at Purchaser's expense, its books and records to confirm its compliance with its obligations under a Contract, its manufacturing facilities, ethical and human rights compliance procedures, quality systems, and production methods and, if requested, (i) to inspect, examine and test Goods both during and after their manufacture as well as the materials being used in their manufacture; and (ii) to furnish Purchaser with any relevant related documents requested by Purchaser. Supplier shall maintain complete and accurate books, records and supporting documentation relating to the Goods, the performance of its obligations under each Contract and its compliance with these Purchase Conditions for a period of not less than seven (7) years following completion of the applicable Contract and shall make such records available to Purchaser upon reasonable notice for inspection, copying and audit.

11. ASSIGNMENT & SUB-CONTRACTING

Supplier shall not, without the prior written consent of Purchaser, assign or transfer any of its rights or obligations under a Contract or subcontract the whole or any part of a Contract. Any such consent given by Purchaser shall not relieve Supplier from its obligations under a Contract and Supplier shall be responsible for any breaches of the Contract by any approved subcontractor as well as any acts, defaults, or omissions of any subcontractor, and any employees or agents of any approved subcontractor, in the supply of any Goods as if they were the Supplier's own acts, defaults, or omissions.

12. INDEMNITY AND INSURANCE

- a) SUPPLIER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PURCHASER AND FINLAYS SOLUTIONS AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, LIABILITIES OR LOSSES (INCLUDING SUMS PAID IN SETTLEMENT OF CLAIMS, REASONABLE ATTORNEYS' FEES, CONSULTANT FEES, EXPERT FEES AND COSTS) (EACH, A "CLAIM") ARISING OUT OF OR RELATING TO ANY BREACH OF A CONTRACT OR THESE PURCHASE CONDITIONS, ANY DEFECT IN THE GOODS, AS WELL AS SUPPLIER'S ACTS OR OMISSIONS, NEGLIGENCE OR OTHER MORE CULPABLE CONDUCT, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND SUBCONTRACTORS.
- b) Supplier shall, at its own expense, procure and maintain commercial general liability insurance (including coverage for contractual liability and containing a severability of interests clause) with limits of not less than \$3,000,000 (or its equivalent in such other applicable currency) per occurrence and in the aggregate. Supplier shall further maintain such additional insurance as is customary and appropriate for the nature of the Goods supplied, including product liability insurance where applicable. Upon request, Supplier shall provide certificates of insurance evidencing the required coverage and shall provide not less than thirty (30) days' prior written notice of any cancellation or material reduction in coverage

13. TERMINATION

- a) If either Purchaser or Supplier files for bankruptcy protection, has an involuntary bankruptcy proceeding commenced against it which is not dismissed within 60 days, becomes insolvent, dissolves, winds up, makes any arrangement with its creditors, has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or goes into liquidation or takes or suffers any similar action as a result of its liability to pay its debts or its insolvency, it shall promptly notify the other party in writing providing particulars of the circumstances whereupon the other party

may immediately terminate any and all Contracts between the parties. Failure of a party to so notify the other party shall not affect a party's right to terminate under this Section.

- b) If Supplier (i) commits any breach of a Contract that is capable of remedy and fails to remedy it within 10 days after written notice, (ii) fails to perform its obligations under a Contract with diligence or otherwise fails to comply with a specified delivery date in a Purchase Order, or (iii) breaches any provision of a Contract that is not capable of remedy, then Purchaser may terminate the Contract immediately upon written notice. If Purchaser reasonably determines that Supplier's financial condition has materially deteriorated and may adversely affect Supplier's ability to perform its obligations under the Contract, Purchaser may also terminate a Contract immediately upon written notice.
- c) Purchaser may, by giving not less than 30 days' notice in writing, terminate any Contract at any time and for any reason.
- d) If, in the reasonable opinion of Purchaser, Supplier commits a Prohibited Act, then Purchaser may immediately terminate a Contract.
- e) The termination of a Contract however arising will be without prejudice to the rights of Purchaser accrued prior to termination.
- f) In the event that Purchaser terminates any Contracts in accordance with this Section 13, Purchaser shall only be responsible and liable for paying Supplier for Goods actually delivered under any such Contracts, and Purchaser shall have no liability for any work in progress, materials purchased, or any other damages, losses, Claims or amounts that may be claimed by Supplier.
- g) Upon termination of any Contract, all provisions of these Purchase Conditions which are by their nature designed to survive termination shall survive and shall continue to be enforceable notwithstanding termination.

14. CONFIDENTIALITY AND NON-DISCLOSURE

- a) Each party shall keep confidential and shall not disclose or use, except for the purposes of performing a Contract, any non-public commercial, technical, financial or proprietary information disclosed to it by or on behalf of the other party.
- b) Neither party shall disclose to any person information concerning the transactions referred to in or the nature or subject matter of a Contract or a Purchase Order (other than to the extent required by law), without the prior written consent of the other party; provided, however, that disclosures of confidential information may be made without consent (a) by either party to its affiliates and professional advisors and (b) by the Purchaser to its customers, in each case on a need to know basis and where the recipient is subject to confidentiality obligations.
- c) This Section 14 shall be in addition to, and not in lieu of, any non-disclosure or confidentiality agreement in place between Purchaser and Supplier, and to the extent any such agreement is in place and conflicts with the terms of this Section 14, such non-disclosure or confidentiality agreement shall prevail over this Section 14.

15. COMPLIANCE WITH LAWS

- a) The Goods supplied shall comply in all respects with the relevant requirements of applicable laws and regulations, and Supplier shall further comply with all such applicable laws and regulations, including, without limitation, obtaining all necessary or required permits.
- b) Supplier represents and warrants to Purchaser that it is and will be fully compliant with all applicable laws and regulations with respect to a Contract and the provision of Goods under it, including but not limited to those regarding data protection and privacy, child labor, forced labor, collective bargaining, anti-corruption, anti-bribery, sanctions, health and safety and the environment. Supplier further represents and warrants that it has reviewed and shall comply with all standards, expectations, and commitments as stated in Finlays Code of Conduct, available on www.finlays.com, as such Code of Conduct may be updated from time to time, and further that it will remain in compliance therewith until termination of each Contract and will require comparable compliance of its suppliers and approved subcontractors.

- c) Supplier shall promptly notify Purchaser upon becoming aware of any actual or suspected event, circumstance, investigation, regulatory inquiry, breach, non-compliance, interruption, shortage, delay or other matter that may adversely affect: (i) the Goods; (ii) Supplier's ability to perform its obligations under a Contract; or (iii) Purchaser's business, customers or reputation.
- d) To the extent Supplier processes, stores, transmits or otherwise has access to Purchaser data, personal data or Purchaser information systems, Supplier shall implement and maintain appropriate technical and organisational measures designed to protect such data and systems from unauthorized access, disclosure, loss, alteration or destruction. Supplier shall notify Purchaser without undue delay upon becoming aware of any actual or suspected security incident affecting such data or systems and shall cooperate fully in investigating and remediating the incident. Where Supplier processes personal data on behalf of Purchaser, Supplier shall enter into and comply with any data processing agreement reasonably required by Purchaser. Supplier shall provide all information reasonably requested by Purchaser concerning a security incident and take all necessary remedial action at its own cost to the extent the incident results from Supplier's breach of the Contract.
- e) Purchaser may suspend performance of or immediately terminate any Contract without liability if Purchaser reasonably determines that continued performance of the Contract may cause Finlays Solutions to breach any applicable export control, sanctions, anti-boycott or trade compliance law.

16. FORCE MAJEURE

- a) Purchaser reserves the right to defer the date of delivery or payment of Goods, cancel a Contract, or reduce the volume of Goods ordered under a Contract, if Purchaser is prevented from or delayed in carrying on its business due to a force majeure event. Supplier may defer the date of delivery of Goods only to the extent it is directly prevented from performing its delivery obligations due to a force majeure event, provided that Supplier provides Purchaser with detailed written notice of the force majeure event within 48 hours of the occurrence, including the expected duration and the specific obligations affected, and Supplier uses all commercially reasonable efforts to mitigate the effects of the force majeure event and to resume performance as soon as practicable. If Supplier is experiencing a force majeure event, Supplier shall allocate any Goods available for allocation to fulfill Purchaser's order of Goods under a Contract, and to the extent Supplier cannot fulfil a Contract in full, use all commercially reasonable efforts to procure substitute Goods from an alternative source for delivery to Purchaser in accordance with the terms of the Contract and at no extra cost to Purchaser. To the extent that Supplier is unable to do so, Purchaser shall be entitled to procure substitute Goods from any alternative source, and Supplier shall reimburse Purchaser for any incremental costs incurred in procuring such substitute Goods above the Contract price.
- b) "Force majeure" shall mean any cause preventing either party from performing any or all of its obligations under a Contract which arises from or is attributable to events beyond the reasonable control of the party so prevented, despite the exercise of all commercially reasonable diligence and contingency planning, including acts of God, war, riot, civil commotion, flood, storm, epidemic or pandemic, but only to the extent that such events satisfy the foregoing requirements. Force Majeure shall not include economic, commercial, or financial hardship, changes in market conditions or prices, failure or delay of Supplier's subcontractors, sub-suppliers, or other third-party providers, labor shortages, or any event or circumstance that the affected party could reasonably have prevented, avoided or mitigated through appropriate planning, preparation or response measures.
- c) If Supplier is prevented from performance of its obligations under a Contract for a continuous period in excess of 30 days due to a force majeure event, Purchaser may terminate the Contract immediately on service of written notice to Supplier. Upon any termination under this paragraph, Supplier shall promptly refund to Purchaser all prepayments, deposits, or other amounts paid by Purchaser in respect of Goods not yet delivered. Nothing in this clause shall limit

or exclude any other rights or remedies available to Purchaser under a Contract or at law.

17. RELATIONSHIP OF PARTIES

Purchaser and Supplier are independent contractors and nothing in a Contract or any Purchase Order shall make either party the agent or legal representative of the other party for any purpose whatsoever. Furthermore, neither party shall have any authority to assume or to create any obligation on behalf of or in the name of the other party.

18. NO WAIVER

No failure to exercise or delay in exercising any right, power or remedy under or in connection with a Contract shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof, or the exercise of any other right or remedy.

19. GOVERNING LAW AND JURISDICTION

- a) The validity, construction and performance of a Contract, a Purchase Order and these Purchase Conditions shall be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles.
- b) The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to a Contract.
- c) Any dispute, Claims or proceeding arising out of or relating to a Contract, a Purchase Order or these Purchase Conditions, including any question concerning existence, validity, interpretation, performance, breach or termination, shall be finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect, which rules are deemed to be incorporated by reference into this Section 19(c) and a Contract. The arbitration shall be conducted before a single arbitrator in Chicago, Illinois, in the English language.
- d) Nothing in this Section shall prevent Purchaser from seeking temporary, preliminary or permanent injunctive relief, specific performance or other equitable or provisional remedies from any court of competent jurisdiction before, during or after the commencement of arbitration proceedings.
- e) If Purchaser prevails in any action or arbitration arising out of or relating to a Contract, a Purchase Order or these Purchase Conditions, Purchaser shall be entitled to recover from Supplier its reasonable attorneys' fees, experts' fees, costs and expenses.

20. PRODUCT RECALL COOPERATION

In the event that any Goods supplied by Supplier are subject to a voluntary or mandatory recall, market withdrawal, or corrective action (each, a "Recall"), Supplier shall (a) cooperate fully with Purchaser in the execution of such Recall, including by providing all traceability records and relevant documentation, and (b) indemnify Purchaser, Finlays Solutions and their respective affiliates for all costs and expenses incurred in connection with such Recall, including but not limited to costs of notification, retrieval, storage, disposal, replacement goods, regulatory fines, and any third-party Claims arising therefrom, to the extent such Recall arises from or relates to a Defect in the Goods or a breach of any Contract by or on behalf of Supplier.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

Supplier represents and warrants that the Goods, their manufacture, sale, and use do not and will not infringe, misappropriate, or otherwise violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. Supplier shall indemnify, defend, and hold harmless Purchaser, Finlays Solutions and their respective affiliates from and against any and all Claims arising out of or relating to any actual or alleged infringement or misappropriation of any intellectual property right in connection with the Goods.