

GROUP TERMS OF SALE AND DELIVERY

1. DEFINITIONS AND APPLICABILITY

1.1 In these Group Terms of Sale and Delivery the following terms shall mean:

Seller: the Danish Crown Group legal entity referring to these Group Terms of Sale and Delivery as basis for any Order.

Buyer: the party to which the Seller supplies or accepts orders for supplies of Goods.

Order: means any agreement or order between the Seller and Buyer concerning the purchase of Goods.

Goods: means the goods and services (or any part of them) set out in an Order.

1.2 These Group Terms of Sale and Delivery shall apply to Seller's delivery of Goods to Buyer and shall be deemed to be incorporated in and to be a condition of any agreement between the Seller and the Buyer and the Buyer may only place an order and the Seller may only accept an order for Goods which are subject to these Group Terms of Sale and Delivery.

1.3 Any deviation from and/or addition to these Group Terms of Sale and Delivery must be agreed in writing by authorized representatives of the Seller.

1.4 Buyer's standard terms, by any name whatsoever, shall explicitly not apply to Seller's delivery of Goods to Buyer.

1.5 The Buyer entering into a transaction with the Seller expressly warrants that it is authorized to accept and accepts these Group Terms of Sale and Delivery.

1.6 The Buyer acknowledges that it has not relied on any statement promise or representation made or given by or on behalf of the Seller which is not set out in these Group Terms of Sale and Delivery.

1.7 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of the order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer, unless otherwise agreed.

1.8 If any provision contained in these Group Terms of Sale and Delivery conflicts or is inconsistent with any provisions in the Order, the provision in the Order shall take precedence.

1.9 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures or other sales or marketing information are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the contract between the Seller and the Buyer or have any contractual force.

1.10 The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory, regulatory or other industry requirements.

1.11 The Seller may carry out a search through a credit reference agency or make enquiries about the directors or owners of the Buyer. A record of the Seller's search will be kept for as long as reasonably necessary. Information on the credit performance of the Buyer will be maintained and may be made available to other organisations to assess the Buyer's credit worthiness.

2. DELIVERY, PASSING OF RISK AND COSTS

2.1 The Seller and the Buyer have agreed upon time of delivery in the Order. Time of delivery shall not be of the essence.

2.2 Incoterms 2010 Ex Works clause shall govern delivery, passing of risk and costs.

2.3 Unless otherwise agreed in the Order or in accordance with the applicable Incoterms, transportation of the Goods shall be at the Buyer's risk and all delivery charges and carriage expenses shall be charged to the Buyer.

2.4 Unless otherwise agreed in the Order, any dates quoted for delivery are approximate only and the Seller shall incur no liability as a result of transportation time of the Goods.

2.5 Unless otherwise agreed in the Order, the Seller shall be permitted to perform partial deliveries of any Goods and no failure of or delay in delivery of any partial delivery or any defect in the contents shall entitle the Buyer to treat the contract as repudiated with regard to any remaining partial delivery.

2.6 The Buyer shall provide the Seller with adequate delivery instructions, and the Seller is not liable for any delay or damages due to the Buyer's failure to provide such instructions.

2.7 In the event that the Buyer requests postponement of delivery or refuses to accept delivery, the Seller reserves the right to cancel the Order or to make a storage charge of not more than 5% of the invoice value of the Goods and, if the Buyer refuses to accept delivery within a reasonable period of the Seller's original attempt to complete the delivery, the Buyer shall be entitled to dispose of the Goods and to charge the Seller all fees, costs and expenses incurred by the Seller in

respect of such disposal.

2.8 The Seller reserves the right on accepting Orders to deliver (whether in any particular weight range of the Goods ordered or in the total numbers of Goods ordered) such numbers of the Goods as shall not vary by more than five (5) % (either more or less) from the number ordered and the Buyer shall pay to the Seller for the number so delivered on a pro rata basis.

2.9 Where Goods are not available at the requested time of delivery then the Seller reserves the right to substitute an equivalent product in its place and this product will be invoiced in accordance with these Group Terms of Sale and Delivery.

3. RETENTION OF TITLE

3.1 Transfer of ownership (whether separate and identifiable or incorporated in or mixed with other goods) shall not take place until the Seller has received in full all sums due from Buyer.

3.2 Until ownership in the Goods passes to the Buyer, the Buyer shall be the bailee of the Goods for the Seller and shall:

(i) store the Goods securely, safely, separately from the Buyer's own Goods and in a manner which makes them readily identifiable as the Goods of the Seller;

(ii) maintain the goods in satisfactory condition and maintain insurance for the Goods at full value against theft of, loss or damage to the Goods;

(iii) notify the Seller immediately if it becomes subject to any of the events in Clause 3.3(ii) or 3.3(iii); and

(iv) give the Seller such information relating to the Goods as the Seller may require from time to time.

3.3 Until ownership in the Goods passes to the Buyer, the Seller's consent to the Buyer's possession of the Goods and any right the Buyer may have to possession of the Goods shall cease on the earliest of the following events:

(i) if any sum (whether in respect of the Goods or otherwise) is not paid to the Seller on or before the date when it is due;

(ii) if the Buyer, not being a company, applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors or does or fails to do anything which would entitle a petition for a bankruptcy order to be presented; or

(iii) if the Buyer, being a company, does or fails to do anything which would entitle any person to appoint a receiver of the whole or any part of the Buyer's assets or which would entitle any person to present a petition for an administration order or the winding up of the Buyer.

3.4 The Seller, its officers, employees and agents may, for the purpose of inspecting or recovering its Goods, enter upon any premises where they are stored or where the Seller reasonably believes them to be stored.

3.5 Where the applicable governing law relating to the supply of any Goods is German law, Clauses 3.1, 3.2(iii) and 3.3 shall not apply. Instead the provisions set forth in the document "Regelungen zum Eigentumsvorbehalt für Lieferung von Waren nach deutschem Recht" available on www.danishcrown.com, which shall form an integral part of these Group Terms of Sale and Delivery, shall apply.

4. PRICES

4.1 All prices stated are exclusive of VAT and any existing or future public duties and other costs beyond the Seller's control. The Buyer shall on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable.

4.2 The Buyer should check the invoice and inform the Seller within seven (7) days of receipt of any disputed prices. In the event that the Buyer fails to do so, such invoice shall be deemed to be accepted and these terms of payment shall continue to apply.

4.3 The Seller reserves the right to adjust the price of the Goods in the event of documented changes in taxes, tariff rates, import/export duties, currency exchange rates, freight charges etc.

5. TERMS OF PAYMENT

5.1 Unless otherwise agreed the Seller's invoices shall be paid by the Buyer seven (7) days after the invoice date, without any set-off or discount.

5.2 For delays in payment, save for any provisions in mandatory applicable law, Seller may charge interest at the rate of one (1) % per month from the date the payment became due until payment is made.

5.3 Where payment in full in respect of any consignment is not made on or before the due date, the Seller shall have the right to retain any further Goods which may be due for delivery until such time as all outstanding amounts are paid in full.

5.4 Payment shall become due immediately if any event occurs or proceedings are taken with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent to any of the events

mentioned in Clause 3.3 (i)-(iii) above.

5.5 In case the Seller cannot obtain either credit insurance cover from its ordinary provider of credit insurance on standard terms or other security acceptable to the Seller, covering its total outstanding exposure, at any time, the Seller may without notice at its sole discretion, regardless of any agreed terms of delivery, change any agreed payment terms, which grant the Buyer a line of credit, to prepayment terms and/or payment on demand and make delivery conditional on payment.

6. BUYER'S OBLIGATION TO INSPECT THE GOODS AND TO NOTIFY SELLER ABOUT NON-CONFORMITY

6.1 The Buyer must inspect the Goods immediately upon receipt.

6.2 Notifications of defects concerning visible damage incurred in transit shall immediately be registered by the Buyer on the CMR bill of carriage or other consignment note and presented in writing to the carrier and the Seller. The Seller's acknowledgement of any notification of defect as described above is subject to the certification of such defect by the carrier or the carrier's insurance company.

6.3 In the event of hidden defects (including tinned meat products) any notification on non-conformity must be submitted in writing to the Seller at the latest on the day following the day on which the defect has been discovered or could have been discovered by reasonable measures, but at the latest on the expiration date of the Goods, failing which any claim for defects shall be considered forfeited.

6.4 Any other complaints in respect of an Order or Goods must be made against the Seller in writing within two (2) weeks following receipt of the Goods to the Buyer, failing which any claim from the Buyer shall be considered forfeited.

7. FORCE MAJEURE

In the event that Seller's obligation to perform delivery of Goods becomes unreasonably onerous due to a force majeure event (such as, but not limited to, strikes, fires, explosions, earthquakes, drought, tidal waves and floods) such obligation(s) shall be suspended for as long as the force majeure event persists, and Seller shall have the right to cancel any affected Order if the force majeure event persists for more than thirty (30) days.

8. LIABILITY

8.1 To the fullest extent legally permissible, all conditions and warranties whether express or implied by statute, common law, trade usage or otherwise are excluded, save as set out expressly in these Group Terms of Sale and Delivery.

8.2 In the event of defects, including the absence of warranted properties, the Seller undertakes at its own choice to make subsequent or replacement delivery within a reasonable time or to allow a proportional reduction of the purchase price. No other remedies are available to the Buyer.

8.3 Nothing in these Group Terms of Sale and Delivery shall limit the Seller's liability to the extent that it cannot be limited or excluded at law.

8.4 Subject to Clause 8.4, the Seller shall not be responsible for or held liable for any indirect, consequential, special or incidental losses or damages or for any loss of profits, loss of contracts or loss of goodwill in each case whether arising through negligence, misrepresentation, breach of any statutory duty, or breach of contract or otherwise in relation to the supply of Goods under these Group Terms and Conditions of Sale and Delivery.

8.5 Subject to Clauses 8.3 and 8.4, the Seller's obligation to pay damages to the Buyer in the event of a non-conformity and/or delay in delivery cannot exceed fifteen (15) % of the purchase price of the non-conforming/delayed part of the delivery or, if lower, £50,000.

8.6 Where the applicable governing law relating to the supply of any Goods is German law, clauses 8.1 through 8.5 shall not apply. Instead the following shall apply:

(i) Unless otherwise provided in these Group Terms of Sale and Delivery, including the following provisions, the Seller shall be liable for any breach of contractual or non-contractual obligations as provided by applicable law.

(ii) The Seller shall be liable for damages if such damages are caused by wilfulness or gross negligence. In the event of ordinary negligence, the Seller shall be liable only if

a) damages involve harm to life, limb or health, or

b) damages result from a breach of a material contractual obligation (an obligation the performance of which is a prerequisite for due performance of the Agreement and on the performance of which the other party may reasonably rely and generally does rely); in such case the Seller's liability shall however be limited to reasonably foreseeable damages.

(iii) The limitations of liabilities set forth in this Clause 8.6 shall not apply if a defect is fraudulently concealed or if the Seller has warranted certain qualities of the Goods. The same shall apply to any claims Buyer may have under strict liability law.

9. INDEMNITY

Where the Goods are produced by the Seller in accordance with the

Buyer's specifications, the Buyer shall indemnify the Seller against all costs, claims, damages and/or expenses to which the Seller may become liable as a result of the infringement or the alleged infringement of any patent, registered design or any other intellectual property right.

10. ASSIGNMENT

Rights and obligations under these Group Terms of Sale and Delivery shall not be assigned, charged or transferred by the Buyer without the prior written consent of the Seller.

11. LAW AND VENUE

11.1 The Seller's supply of Goods to the Buyer shall be governed by the substantial laws in the country where the Seller has its registered office without regard to its conflict of law rules.

11.2 All disputes arising out of or in connection with any Order, any Goods shall be finally settled by the courts in the country where the Seller has its registered office. The Seller is however entitled, at its sole discretion, to bring any dispute with the Buyer before the competent court of the Buyer's registered office.

11.3 Where the applicable governing law relating to the supply of any Goods is English law:

11.3.1 Without limiting Clause 8.5, nothing in these Group Terms of Sale and Delivery shall limit the Seller's liability arising from Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, in respect of any claim for death or personal injury caused by the negligence of the Seller or under Part 1 of the Consumer Protection Act 1987; and

11.3.2 The Buyer and the Seller do not intend that any of these Group Terms of Sale and Delivery shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

February 12, 2020