



## ORNUA INGREDIENTS NORTH AMERICA

### STANDARD TERMS AND CONDITIONS OF PURCHASE (FOR PRODUCTS AND/OR SERVICES)

#### 1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the products (“**Products**”) and/or services (including any deliverables required for those services) (“**Services**”) by Ornua (Wisconsin) Ingredients LLC d/b/a Ornua Ingredients North America or Ornua (Whitehall) Ingredients Inc. d/b/a Ornua Ingredients North America (each, as applicable, “**Ornua**”) from the person, corporation or other entity from whom Ornua purchases the Products and/or Services (“**Seller**”). Each of Ornua and Seller are referred to herein as a “**Party**” and collectively, the “**Parties**”.

(b) Each applicable order issued by Ornua in writing for the purchase of Products and/or Services (each, a “**Purchase Order**”) and these Terms (collectively, the “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, in relation to its subject matter. The Purchase Order will identify which Ornua Ingredients North America entity (i.e. Ornua (Wisconsin) Ingredients LLC or Ornua (Whitehall) Ingredients Inc.) is entering into the Agreement with the Buyer. Unless otherwise specified in a Purchase Order, the Agreement shall be with one Ornua entity only and Seller shall have no recourse whatsoever to any other Ornua entity. These Terms prevail over any of Seller’s general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. The Purchase Order shall be deemed accepted on the earlier of (i) Seller issuing a written acceptance of the Purchase Order or (ii) any act by Seller consistent with fulfillment of the Purchase Order. Seller’s acceptance of a Purchase Order is expressly limited to the terms of the Agreement.

#### 2. Delivery of Products and Performance of Services.

(a) Seller shall deliver the Products in the quantities and on the date(s) specified in a Purchase Order or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). If Seller fails to deliver the Products in full on the Delivery Date, Ornua may terminate the Agreement immediately by providing written Notice to Seller. Seller shall indemnify Ornua against any losses, claims, damages, and reasonable costs and expenses (including attorney’s fees) directly attributable to Seller’s failure to deliver the Products on the Delivery Date.

(b) Seller shall deliver all Products to the place specified in a Purchase Order which may include delivery to a carrier (the “**Delivery Point**”). Where the Delivery Point is at Ornuu’s plant, delivery shall be made during Ornuu’s normal business hours or as otherwise instructed by Ornuu. Where the Delivery Point is at any other place, delivery shall be made at a time agreed to by the Parties. Seller shall pack all Products for shipment according to Ornuu’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller must provide Ornuu with prior written Notice if it requires Ornuu to return any packaging material. Any return of such packaging material shall be made at Seller’s risk of loss and expense.

(c) Seller shall deliver Products that conform with the specification for the Products set out in a Purchase Order or otherwise agreed by the Parties in writing and in accordance with the terms and conditions set forth in these Terms.

(d) Seller shall provide the Services to Ornuu as described and in accordance with the written specification and schedule for the Services set out in a Purchase Order or otherwise agreed by the Parties in writing and in accordance with the terms and conditions set forth in these Terms.

(e) Seller acknowledges that time is of the essence with respect to Seller’s obligations hereunder, including all performance dates and other requirements in the Agreement.

3. Quantity. If Seller delivers more or less than the quantity of Products ordered, Ornuu may reject all or any excess Products. Any such rejected Products shall be returned to Seller at Seller’s sole risk and expense. If Ornuu does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the Price for the Products shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made in accordance with the delivery terms specified in a Purchase Order in accordance with the meaning of such terms under Article 2 of the Uniform Commercial Code of the United States of America. A Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to a Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Ornuu upon delivery of the Products at the Delivery Point in accordance with the Agreement.

6. Inspection and Rejection of Nonconforming Products and Services.

(a) Ornuu has the right to inspect the Products on or after the Delivery Date. Ornuu, at its sole option, may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming or defective. If Ornuu rejects any portion of the Products, Ornuu has the right, effective upon written Notice to Seller, to: (a) rescind the Agreement in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require a refund of the Price paid for the rejected Products or replacement of the rejected Products. If Ornuu

requires replacement Products, Seller shall, at its expense, promptly replace the nonconforming or defective Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Ornuia may replace such Products with Products from a third party and charge Seller the costs incurred in obtaining the replacement Products and terminate the Agreement for cause pursuant to Section 17. Any inspection or other action by Ornuia under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Ornuia shall have the right to conduct further inspections after Seller has carried out any remedial actions.

(b) Ornuia has the right to assess the Services (which for the avoidance of doubt is defined to include any deliverables required for those services) on or after the Delivery Date and/or any other milestones agreed by the Parties in a Purchase Order or otherwise in writing. Ornuia may reject all or any portion of the Services if it determines the Services are nonconforming or defective. If Ornuia rejects any portion of the Services, Ornuia has the right, effective upon written Notice to Seller, to: (a) rescind the Agreement in its entirety; (b) accept the Services at a reasonably reduced price; or (c) reject the Services and require a refund of the Price paid for the rejected Services or re-performance of the rejected Services. If Ornuia requires re-performance of the Services in accordance with the forgoing, Seller shall, at its expense, promptly re-perform the nonconforming or defective Services and pay for all related expenses. If Seller fails to timely reperform the Services, Ornuia may replace them with services from a third party and charge Seller the costs incurred in obtaining the replacement services and terminate the Agreement for cause pursuant to Section 17. Any inspection or other action by Ornuia under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Ornuia shall have the right to conduct further assessments after Seller has carried out its remedial actions.

7. Price. The price of the Products and Services is the price stated in an applicable Purchase Order (the "**Price**"). If no price is included in a Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of a Purchase Order. Unless otherwise specified in a Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Ornuia.

8. Payment Terms. Seller shall issue an invoice to Ornuia on or any time after the full delivery of Products or completion of Services, as applicable, and only in accordance with these Terms. Ornuia shall pay all properly invoiced amounts due to Seller within 60 days of Ornuia's receipt of such invoice, except for any amounts disputed by Ornuia in good faith. All payments hereunder shall be in US dollars and made by electronic transfer to a bank account nominated by Seller. Without prejudice to any other right or remedy it may have, Ornuia reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Ornuia to Seller under the Agreement. In the event of a payment dispute, Ornuia shall deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of

each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Agreement notwithstanding any such dispute.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which Services are to start, obtain, and at all times during the term of the Agreement, maintain, all necessary licenses and consents and comply with all applicable laws and governmental regulations, orders, guidelines and policies applicable to the provision of Services (including but not limited to pandemic guidelines issued by the Center for Disease Control and Prevention, federal and local governments or any similar governmental entity);

(b) comply with all rules, regulations and policies of Ornuu, including but not limited to security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access to certain areas of Ornuu's premises or systems for security or food safety reasons, Ornuu's standard operating procedures and codes of practice and conduct for suppliers, Good Manufacturing Practices, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under the Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Ornuu shall approve. During the term of the Agreement and for a period of 2 years thereafter, upon Ornuu's written request, Seller shall allow Ornuu to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Ornuu's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Ornuu (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Ornuu's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of the Agreement as if they were Seller's own employees. Nothing contained in the Agreement shall create any contractual relationship between Ornuu and any subcontractor or supplier of Seller;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of the Agreement, and, upon Ornuu's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Ornuu;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified or accredited as

required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Ornuu; and

(h) keep and maintain any Ornuu equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Ornuu's written instructions or authorization.

10. Change Orders. Ornuu may at any time, once discussed by both parties beforehand and by written instructions and/or drawings issued to the Seller (each a "**Change Order**"), order changes to the Products and/or Services. Seller shall within 7 days of receipt of a Change Order submit to Ornuu a proposal for costs in respect of the Change Order and, if delays cannot reasonably be avoided as a result of the Change Order, a new Delivery Date. If Ornuu accepts Seller's proposal, such costs and, if applicable, Delivery Date shall become binding between the Parties and Seller shall proceed with the Change Order subject to Seller's proposal and the terms and conditions of the Agreement.

11. Warranties.

(a) Seller warrants to Ornuu that all Products and any deliverables forming part of the Services will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to the applicable specifications, drawings, designs, samples and other requirements;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances;

(vi) comply with all applicable laws and regulations; and

(vii) not infringe or misappropriate any third party's Intellectual Property Rights.

(b) Seller warrants to Ornuu that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with Good Manufacturing Practices and/or generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement; and

(c) the warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Ornuu's discovery of the noncompliance of the Products or Services with the foregoing warranties. If Ornuu gives Seller Notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly at Ornuu's option (i) replace or repair or issue a refund for the defective or nonconforming Products and/or other deliverables and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products and deliverables to Seller and the delivery of repaired or replacement Products and deliverables to Ornuu, and, if applicable, (ii) repair or re-perform or issue a refund for the applicable Services. These warranties shall survive the delivery of, and any inspection, acceptance or payment of or for, Products, Services or other deliverables.

12. General Indemnification. Seller shall defend, indemnify and hold harmless Ornuu and its parent entity, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Products and/or Services purchased from or provided by Seller or Seller's negligence, willful misconduct or breach of the Agreement. Seller shall not enter into any settlement without Ornuu's prior written consent.

13. Intellectual Property.

(a) For purposes of this Agreement:

(i) "**Intellectual Property Rights**" means all intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (e) trade secrets; (f) formulas, ingredient lists, recipes and the like; and (g) all other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction in any part of the world;

(ii) "**Background Intellectual Property Rights**" means Ornuu's Intellectual Property Rights or Seller's Intellectual Property Rights, as applicable, except for any Foreground Intellectual Property Rights; and

(iii) “**Foreground Intellectual Property Rights**” means any and all of the Intellectual Property Rights developed with respect to, or for incorporation into, the Products and/or Services, that are either developed by Ornuia alone, by Ornuia and Seller jointly or by Seller alone as requested by Ornuia in connection with the Agreement.

(b) The Agreement is for the outright purchase of the Products and Services. Each of the Parties acknowledges and agrees that:

(i) each Party retains exclusive ownership of its Background Intellectual Property Rights;

(ii) Ornuia does not transfer to Seller any of its Background Intellectual Property Rights, and Seller may not use any of Ornuia’s Background Intellectual Property Rights other than to produce and supply Products and/or Services for or to Ornuia hereunder;

(iii) Seller does not transfer to Ornuia any of Seller’s Background Intellectual Property Rights, except that Seller grants to Ornuia and its customers (a) the right to resell Products and other deliverables or incorporate Products and other deliverables purchased from Seller into finished Products and to sell such finished Products to its customers and (b) to enjoy the benefit of the Services provided under the Agreement;

(iv) all Foreground Intellectual Property Rights will be owned by Ornuia;

(v) Seller assigns to Ornuia all of Seller’s right, title and interest in and to all Foreground Intellectual Property Rights, and, to the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation, and manuals), the Parties agree that such works are “works made for hire” for Ornuia under the US Copyright Act;

(vi) Seller shall only use the Foreground Intellectual Property Rights to produce and supply Products and/or Services to Ornuia.

(c) Where the Products or Services are ‘off-the-shelf’ products, Seller grants to Ornuia, or shall procure the direct grant to Ornuia of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to sell, use, and enjoy the benefit of, the Products and Services in its business. Such license is fully transferable to Ornuia’s affiliates without Seller’s further notice or authorization.

(d) Seller warrants and represents that it has full right and power to grant or assign all such rights under this Section 13 without limitation as to the manner of use thereof by Ornuia.

(e) Seller shall, at its expense, defend, indemnify and hold harmless Ornuia and any Indemnitee against any and all Losses arising out of or in connection with any claim that the use or possession of the Products or provision of or enjoyment of the Services infringes or misappropriates the patent, copyright, trade secret or other Intellectual Property Right of any third party. In no event shall Seller enter into any settlement without Ornuia's prior written consent.

14. Limitation of Liability. Nothing in the Agreement shall exclude or limit (a) Seller's liability under Sections 12 (General Indemnification), 13 (Intellectual Property), 16 (Compliance with Laws and Ornuia Business Partner Code of Conduct) or 19 (Confidential Information) hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Insurance. During the term of the Agreement and for a period of 2 years thereafter, Seller shall, at its own expense, maintain and carry, with financially sound and reputable insurers, insurance in full force and effect as required to adequately cover Seller's liabilities under the Agreement, such as, without limitation, commercial general liability insurance (including product liability insurance) as well as any insurance required by applicable laws. At Ornuia's request, Seller shall arrange for Ornuia to be named as an additional insured and loss payee on its insurance policies. Upon Ornuia's request, Seller shall provide Ornuia with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. Seller shall provide Ornuia with 30 days' advance written Notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

16. Compliance with Laws and Ornuia Business Partner Code of Conduct. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Products under the Agreement or any resale of the Products by Seller. Except where agreed otherwise in a Purchase Order, Seller assumes all responsibility for shipments of Products requiring any government import clearance. Ornuia may terminate the Agreement if any governmental authority imposes anti-dumping or countervailing duties or any other penalties on Products. Seller shall perform its obligations under the Agreement in accordance with the Ornuia Business Partner Code of Conduct as amended from time to time (a copy of which is available upon request or at [www.ornua.com/purchasetermsandconditions](http://www.ornua.com/purchasetermsandconditions)).

17. Term and Termination. The Agreement shall commence on Seller's acceptance of the Purchase Order in accordance with Section 1(b) of these Terms and shall continue in force, unless terminated earlier in accordance with these Terms. In addition to any remedies that may be provided under these Terms, if Seller has not performed or complied with any of the provisions set forth in the Agreement, in whole or in part Ornuia may terminate the Agreement with immediate effect upon written Notice to Seller, either before or after the acceptance of the Products or Seller's delivery of the Services. If Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Ornuia may terminate



the Agreement upon written Notice to Seller. In case of a change of Control of Seller, Ornuia may terminate the Agreement upon written Notice to Seller. "Control" means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership or voting securities, by contract, or otherwise. Notwithstanding the forgoing, Ornuia may terminate the Agreement (including but not limited to any Purchase Order) at any time by giving Seller three months' prior written Notice. If Ornuia terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Products received and accepted and Services accepted by Ornuia prior to the termination.

18. Waiver. No waiver by Ornuia of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Ornuia. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of either Party ("**Disclosing Party**"), including but not limited to, specifications, recipes, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Disclosing Party to the other Party ("**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the purpose of performing the Agreement and may not be disclosed or copied unless (a) authorized in advance by Disclosing Party in writing or (b) required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Upon Disclosing Party's request, Receiving Party shall promptly return all documents and other materials received from Disclosing Party. Disclosing Party shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) lawfully known by Receiving Party at the time of disclosure; or (c) rightfully obtained by Receiving Party on a non-confidential basis from a third party.

20. Force Majeure. Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God, government restrictions, floods, fire, earthquakes, explosion, epidemic or pandemic (excluding the Coronavirus), war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances (excluding by Seller's workforce). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under the Agreement for a continuous period of more than 60 business days, Ornuia may terminate the Agreement immediately by giving written Notice to Seller.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the prior written consent of Ornuu. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Ornuu may at any time assign or transfer any or all of its rights or obligations under the Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Ornuu's assets.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

23. Cumulative Remedies. All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

24. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

25. Governing Law. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

26. Submission to Jurisdiction; JURY WAIVER. Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

27. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of a Purchase Order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), facsimile, email or as otherwise agreed by

the Parties. A copy of all Notices to Ornuia shall be sent by email to Ornuia's Head of Legal at [legal.dublin@ornua.com](mailto:legal.dublin@ornua.com). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

28. Severability. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Any provision of these Terms that expressly or by implication is intended to have effect after termination or expiration will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Section 11 (Warranties), Section 12 (General Indemnification), Section 13 (Intellectual Property), Section 14 (Limitation of Liability), Section 15 (Insurance), Section 16 (Compliance with Laws and Ornuia Business Partner Code of Conduct), Section 19 (Confidential Information), Section 25 (Governing Law), Section 26 (Submission to Jurisdiction) and Section 29 (Survival).

30. Amendment and Modification. These Terms may only be amended or modified in an agreement in writing stating specifically that it amends these Terms and signed by an authorized representative of each Party.

*Ornuia (Wisconsin) Ingredients LLC d/b/a Ornuia Ingredients North America  
Ornuia (Whitehall) Ingredients Inc. d/b/a Ornuia Ingredients North America  
Standard Terms and Conditions of Purchase (for Products and/or Services) (v.01.09.2022)  
Please refer to [www.ornua.com/purchasetermsandconditions](http://www.ornua.com/purchasetermsandconditions) for the most up-to-date version of these Terms*