

Darling Ingredients - Terms and Conditions of Sale

Article 1 - Definitions

Buyer: the party that enters into a sales agreement with the Seller for the purchase of Products

Products: the products to be supplied by Seller as specified in the sales agreement

Seller: the Darling Ingredients Inc. affiliated entity that uses these terms and conditions of sale and has declared them applicable.

Article 2 - Applicability

- 2.1 These terms and conditions of sale apply to all sales agreements agreed with the Seller, to all the Seller's offers and quotations and to deliveries and services provided by the Seller, unless specifically agreed otherwise by the Seller and the Buyer.
- 2.2 The applicability of any terms and conditions proposed or stipulated by Buyer are expressly excluded and rejected.
- 2.3 Deviations from and/or additions to these general conditions of sale are only valid if agreed in writing and explicitly.

Article 3 – Orders and offers

- 3.1 An order submitted by the Buyer constitutes an offer to enter into a sales agreement of any kind with the Seller pursuant to these terms and conditions of any relevant quotation from the Seller.
- 3.2 Such offer may be accepted by the Seller by written acceptance of the order, oral acceptance of the order, or by the Seller beginning to perform its obligations consistent with the existence of a sales agreement.

Article 4 - Delivery

- 4.1 Stated delivery dates are indicative and not of the essence. Seller will use commercially reasonable efforts to meet such dates. Delivery after the stated delivery date will not be a breach of contract by the Seller and will not entitle the Buyer to any remedy.
- 4.2 Unless agreed otherwise in writing, the Products will be delivered "Carriage and Insurance Paid to" (CIP) to the Buyer's named place of destination, always in accordance with the provisions of the latest version of the Incoterms in effect at the time the sales agreement was entered into.
- 4.3 The Buyer is required to accept delivery of the Products by the Seller. The Seller may store the Products if the Buyer fails to accept such delivery and the Buyer will reimburse the Seller for all related costs and expenses incurred and will remain liable to pay the purchase price for the Products.

Article 5 - Inspection obligation, complaints and compliance

- 5.1 The Buyer is required to inspect Products delivered by the Seller immediately on receipt. A complaint in relation to the quantity delivered, weight, packing or labeling must be mentioned on the delivery note, release note or delivery form, failing which the complaint will be invalid and not be handled. Complaints concerning other visible defects in the Products must be submitted in writing as soon as possible but not later than seven (7) days of delivery. Any failure to comply with the applicable deadline means that the Buyer's rights in respect of such defects will lapse.
- 5.2 The Buyer must submit complaints concerning invisible defects concerning the Products in writing within as soon as possible and not later than within seven (7) days of the date on which the Buyer becomes aware, or should have become aware, of the defects, failing which the Buyer's rights in respect of such defects will lapse.
- 5.3 If the Buyer makes a complaint about the Products, it will give the Seller an opportunity to take one or more samples of the Products, if requested by the Seller. An independent institute, selected by the Seller at its

discretion, will then be instructed to test the samples taken by the Seller in order to establish whether the defects in the Products claimed by the Buyer exist. The independent institute will be instructed by the Seller on the testing method to be followed which will be in accordance with the sampling and testing procedures customary in the industry. The independent institute's factual conclusions in respect of the defects alleged by the Buyer will be accepted by and binding on the parties as conclusive evidence of the quality of the Products. The costs of such testing shall be borne by the Buyer, unless the independent institute confirms the defects, in which case the Seller shall bear the costs.

Article 6 - Price

- 6.1 Unless explicitly stated otherwise in the sales agreement, all prices agreed are the currency of the Seller and are exclusive of applicable value added tax or equivalent. Any other government levies imposed, will be paid by the Buyer.
- 6.2 Prices are fixed in accordance with the Seller's price lists in effect on the date of the order from the Buyer, to the extent that the Products are included in the price list, or as otherwise stated in the sales agreement.
- 6.3 Prices agreed are based on the market conditions at the time the Seller accepts the Buyer's order. The Seller has the right at any time by giving notice to the Buyer to adjust the agreed price if cost factors that (co)determine the price (including, but not limited to, ingredients, raw materials, transportation, personnel costs, insurance, exchange rates, taxes and other financial charges) are increased between the date of the sales agreement and the delivery date. If the price increase amounts to more than 10% of the original price, the Buyer may terminate the sales agreement by written notice to the Seller, provided that such notice is received within five (5) business days of the Seller's notice to increase the price.

Article 7 - Payment

- 7.1 The Buyer will pay all invoices in accordance with the payment conditions shown in the invoice, or otherwise within fourteen (14) days of the invoice date. The Buyer will pay all amounts due under the sales agreement in full without suspension, deduction, or set-off of any kind. The Buyer explicitly waives any statutory or contractual right to set-off.
- 7.2 The Seller is at all times entitled to set off any amounts owed by the Buyer against any amounts owed by the Seller to the Buyer.
- 7.3 The Seller will be entitled to suspend performance of all its obligations to the Buyer, including those arising from other agreements, until the Buyer has paid all overdue amounts.
- 7.4 In the event of failure by the Buyer to pay any amount due to the Seller by the date such amount is due, the Buyer will pay interest on the overdue amount at the rate of 12% per annum and such interest will accrue daily from the due date until the date of payment of the overdue amount.
- 7.5 The Buyer must submit any complaint concerning an invoice to the Seller in writing, within fourteen (14) days of the receipt of the invoice, and any failure to do so will mean that the invoice will be deemed to be accurate.

Article 8 - Retention of title

- 8.1 The Seller retains title in the Products that it delivers under a sales agreement until the Buyer has paid the price of the Products in full.
- 8.2 Until title of the Products transfers to the Buyer, the Buyer does not have the right to pledge the Products or to otherwise encumber and/or to dispose of them without the Seller's prior written consent and will notify third parties about this retention of title where applicable.
- 8.3 The Buyer hereby irrevocably authorizes the Seller to access areas in use by the Buyer in order to recover the delivered Products in the event that the Seller's rights of title are exercised and the Buyer will provide all assistance requested by the Seller in this regard.

Article 9 - Liability and indemnification

- 9.1 Nothing in a sales agreement will limit or exclude the Seller's liability for fraud, gross negligence, or willful misconduct, or any liability which cannot be limited or excluded under applicable law.
- 9.2 The Seller's total aggregate liability in respect of all claims arising out of or in connection with the sales agreement, whether in contract or tort (including negligence) or otherwise, will not exceed the invoice value of the specific delivery to which the claim relates.
- 9.3 The Seller will not be liable, whether in contract or tort (including negligence) or otherwise for the loss of profit, loss of revenue, loss of goodwill, or any other indirect or consequential loss and/or damage.
- 9.4 The Buyer will indemnify the Seller and its affiliated companies against all liabilities, costs and expenses arising from claims from third parties related to the onward supply or processing of the Products by the Buyer. The Buyer is required to maintain adequate insurance for such claims.
- 9.5 Any claim against the Seller must be brought within twelve (12) months from the date the Buyer became, or ought reasonably to have become, aware of the circumstances giving rise to a claim.

Article 10 – Warranties and Specifications

- 10.1 The Seller warrants that, until the 'use by' date and subject to appropriate storage conditions, the Products conform to the specifications as set out in the Seller's most recent Product Data Sheet ("PDS"), unless agreed otherwise in writing.
- 10.2 The Buyer acknowledges that the specifications for Products derived from natural materials are subject to industry-accepted variations due to events such as the passage of time, temperature, humidity or other environmental factors. The Buyer is solely responsible for determining the suitability of the Products for its intended use.
- 10.3 Except as set out in this article, all other warranties, conditions and other terms implied by applicable law are, to the fullest extent permitted by law, excluded from the sales agreement.

Article 11- Force majeure

- 11.1 The Seller will not be liable for any default or delay in the performance of its obligations under the sales agreement to the extent such performance is prevented, hindered or delayed as a consequence of any force majeure; where 'force majeure' means a fact or circumstance beyond the Seller's direct control, including (without limitation) any flood, fire, explosion, lightning, terrorism, transport restrictions, contamination, risk of contamination, (animal) diseases, endemics and/or pandemics, disruption of business operations, defects in or damage to means of production, strikes or similar actions, defaults by third parties, government measures and lack of raw materials or stagnation in supplies of raw materials or semi-manufactures.
- 11.2 In the event that a force majeure continues for a period of more than three (3) consecutive months, either party may terminate the sales agreement by providing written notice to the other party, such notice to take effect immediately on receipt.
- 11.3 If the Seller has partially complied with its obligation when the sales agreement is terminated under this article 11, the Buyer will pay a proportional share of the agreed price on the basis of the work already performed.

Article 12 - Technical and statutory requirements

- 12.1 The Seller will ensure that delivered Products comply with the specific technical and statutory requirements or standards set by the laws and regulations of the country in which they are produced.
- 12.2 The Buyer will not import the Products into any country, without ensuring that they comply with the local technical and statutory requirements in effect in the country of import.

- 12.3 The Buyer will indemnify the Seller against all liabilities, costs and expenses incurred as a result of the Buyer's breach of this article 12.

Article 13 – Confidentiality and Intellectual property

- 13.1 Each Party will keep confidential all non-public information received from the other party in connection with the sales agreement, including but not limited to technical or commercial know-how, processes, formulations, and specifications.
- 13.2 All intellectual property rights in or related to the Products, including all know-how, formulations and specifications ("IPR"), are and will remain the exclusive property of the Seller. The sales agreement does not grant any license or transfer of IPR to the Buyer.
- 13.3 The Buyer is not allowed to use the Seller's trademarks, trade names or other insignia, nor to copy, reverse-engineer or duplicate the Products or any part thereof, without the Seller's prior written consent.

Article 14 - Compliance and Anti-Bribery

- 14.1 In connection with the sales agreement, the Buyer and Seller shall at all times comply with all applicable laws, regulations, and sanctions from any relevant jurisdiction, including but not limited to those concerning anti-bribery, anti-corruption, and international trade sanctions.
- 14.2 The Buyer warrants that it shall not, directly or indirectly, offer, promise, or give any improper financial or other advantage to any person, including public officials or employees of the Seller, with the intention of influencing them in their duties to secure a business advantage.
- 14.3 The Buyer represents that it is not, and is not owned or controlled by, a person or entity subject to any economic sanctions, embargoes, or other restrictive measures imposed by the European Union, the United States, or the United Nations. The Buyer shall immediately notify the Seller in writing if this status changes.
- 14.4 A breach of this article 14 shall be considered a material breach of the sales agreement, entitling the Seller to terminate the sales agreement with immediate effect, without any liability towards the Buyer.

Article 15 - Governing law and Jurisdiction

- 15.1 All quotations, order confirmations and agreements are exclusively governed by the laws and settled by the competent court of the country where the Seller has its registered office.
- 15.2 Applicability of the United Nations Convention on contracts for the International Sale of Goods (CISG) is explicitly excluded.

Article 16 - Final provisions

- 16.1 If one or more provisions of these terms and conditions for some unknown reason cannot be put into force or become invalid, the other provisions will remain in full force and effect. The closest possible interpretation of the intention of the provision involved will then be used.
- 16.2 The Dutch text of these Terms and Conditions of Sale shall form the only authentic text. In the event of deviation between the Dutch text and a translation into a foreign language the Dutch text shall prevail.

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