

Standard terms and conditions of sale and delivery

1- Definitions

Customer: buyer of the Products under the contract of sale

Contract Products: Products sold by the Seller under the contract of sale to the Buyer

Seller: German group company of Darling Ingredients Inc. (respective company under the contract of sale)

2 – Scope, written form

- 2.1 These standard terms and conditions of sale and delivery (hereinafter: „T&C's“) of the Seller (hereinafter: „we/us/our“) will apply solely to undertakings as referred to in Article 14 of the German Civil Code, i.e. natural or legal persons acting in a commercial or independent professional capacity with an eye to the purchase of goods and/or services.
- 2.2 All – including future – agreements made between us and the Customer and our offers regarding the delivery of Contract Products are subject exclusively to these T&C's. Any deviating terms and conditions of purchase or other deviating terms and conditions of the Customer do not apply unless explicitly acknowledged by us in writing. Any lack of response by us to such deviating terms and conditions does not constitute their acknowledgement or acceptance, also not for any future contracts.
- 2.3 Any changes and additions to contracts between the parties, including these T&C's, must be made in writing. This applies also to the waiver of this written form requirement. This does not affect the precedence of the – also oral – individual agreement in accordance with Article 305b German Civil Code.

3 – Offer, conclusion of contract, scope of delivery

- 3.1 Our offers are always subject to contract and without obligation, unless specifically indicated otherwise. If the Customer awards a contract or places an order based on the offer without obligation, a contract will not be made - also in the course of ongoing business – until the order has been confirmed in writing (including by email or when entered into a system used by the parties), alternatively by our execution of the delivery/performance, in which latter case the content of our offer will be leading for the content of the contract. If we confirm the order, only the order confirmation will be leading, in particular for the scope of delivery and performance as well as delivery time.
- 3.2 We are required only to make deliveries from our own stock (taking into consideration other delivery obligations). The assumption of a procurement risk or procurement guarantee does not arise solely from our obligation to deliver goods defined solely by their category.

4 – Delivery, delivery time, delayed delivery

- 4.1 Any delivery times stated are without obligation if not otherwise agreed in writing. We will make every effort to comply with delivery times and terms without obligation or approximate delivery times and terms (indicated by ca., approximately, etcetera).
- 4.2 Unless otherwise agreed in writing, Contract Products will be delivered to the place of delivery specified by the Customer „Carriage and Insurance Paid to“ (CIP) in accordance with the applicable Incoterms.
- 4.3 The Customer must take receipt of the Contract Products. If the Customer does not accept the Contract Products, or if shipping is delayed due to circumstances attributable to the Customer or if at the Customer's request the products are shipped at a later time than agreed, we will have the right to store the Contract Products at customary costs and at the risk of the Customer. This will not affect the Customer's obligation to pay the purchase price.

5 – Inspection of goods, duty of complaint

- 5.1 The Customer must inspect the goods immediately upon receipt, insofar as feasible in the ordinary course of business and notify us immediately of any defects. Negotiations about any defects do not constitute a waiver of our right to object to late, unfounded or otherwise inadequate complaints. Complaints must be filed in writing (including by email). If the Customer fails to file a complaint or fails to do so in time, as set out above, the goods will be considered accepted, unless the defects could not be recognised upon inspection as referred to above. If such defect becomes apparent later, the complaint must be filed immediately upon discovery. Any additional regulations contained in Article 377 German Commercial Code will not be affected.
- 5.2 Any apparent damage caused during transportation or other defects already visible upon delivery must be confirmed by a signature on the carrier's bill of lading upon acceptance of delivery. The Customer must arrange for a corresponding confirmation.
- 5.3 If the Customer objects to the Contract Products in accordance with the above, the Customer will enable the Seller at the latter's request, to take one or more samples of the Contract Products. Subsequently, the Seller will designate an independent institute at its discretion to test the samples taken by the Seller and determine whether the Contract Products indeed have the defects reported by the Customer. The Seller will instruct the independent institute about the test methods to be used that must be in accordance with the sampling and test methods commonly used in the industry. The objective conclusions of the independent institute regarding the defects reported by the Customer will be accepted by the parties as binding conclusions about the quality of the Contract Products. The Customer will bear the costs of these tests unless the independent institute confirms the defects, in which case the Seller will pay the costs.

6 - Prices

- 6.1 If not explicitly stated otherwise in the contract of sale, all prices agreed are in the Seller's currency, plus the applicable value added tax or other applicable taxes. Any further taxes will be paid by the Customer.
- 6.2 We have the right, at our discretion, (Article 315 German Civil Code, subject to judicial review in accordance with Article 315.3 German Civil Code) to unilaterally raise the prices for deliveries in the event of a rise in the costs of manufacturing, materials/raw materials and/or procurement/logistics, the costs of wages and fringe costs, social security contributions and the costs of energy and costs arising from legislation and environmental requirements, currency regulations, changes in customs duties and/or other public levies, if this affects the costs of the contractually agreed deliveries and services, directly or indirectly, and those costs increase by more than 5% and if more than 2 months expire between the conclusion of the individual contract in question (for example, by an order confirmation as referred to in Article 3.1) and the agreed delivery. Increases in price as referred to above are excluded to the extent that the cost increase of individual or all of the above factors is offset by a cost reduction in the other factors listed in relation to the total cost burden of delivery (cost balancing). If the above cost factors are reduced without the cost reduction being set off by the increase in cost factors other than the above factors mentioned, the cost reduction should be passed on to the Customer in the form of a price cut. If based on our right to adjust the price as referred to above the new price will be 25% or more above the original price, the Customer will have the right to withdraw from any contracts that are not yet completely fulfilled regarding the parts of the contract that are not yet executed. However, the Customer must exercise this right immediately after being notified of the increased price. This will not affect other provisions in individual contracts on the validity and adjustment of prices.

7 – Terms of payment

- 7.1 Our invoices must be paid without any deduction within 14 calendar days of receipt of the invoice, in accordance with the provisions contained in the invoice.
- 7.2 The Customer has no right of retention and may not set off any invoices against any disputed claims or claims not yet established at law.
- 7.3 In the event of default of payment we may charge default interest, without prejudice to any further claims for compensation of loss and damage.
- 7.4 Regardless of the above, after a written notice we have the right to suspend fulfilment of our obligations until we receive payment. In that case we also have the right to withdraw from the contract with due observance of an appropriate notice period.

8 – Retention of title

- 8.1 All goods delivered will remain our property (goods subject to retention of title) until the Customer has honoured all claims, in particular any claims outstanding from previous transactions. The same applies for payments made on specifically designated claims.
- 8.2 Before the transfer of ownership the Customer may not dispose of the goods in any way whatsoever (including pledging, etcetera) unless with our explicit prior written consent.

9 – Limitation of liability and indemnity

- 9.1 We do not accept any liability, in particular not for Customer's claims for compensation of loss or damage or reimbursement of expenses – regardless of the legal basis – and/or in the event of unlawful acts or non-compliance with any contractual obligations.
- 9.2 The above exclusion of liability does not apply
- to wilful or grossly negligent breaches of duty on our part and wilful or grossly negligent breaches of duty on the part of legal representatives or auxiliary personnel;
 - to non-compliance with material contractual obligations; material contractual obligations are obligations whose fulfilment is essential to the contract and on which the Customer may rely;
 - in the event of death, physical injuries or health injuries, also those caused by legal representatives or auxiliary personnel;
 - in the event of delays where a contract had been agreed in which time was of the essence;
 - If we have given a guarantee about the quality of the goods or that a performance would be successful, or have assumed a procurement risk;
 - in the event of liability pursuant to product liability laws or other mandatory liability provisions.
- 9.3 In the event that we or our auxiliary personnel are culpable of minor liability only, and none of the events listed in Article 9.2, 1st, 3rd, 4th, 5th and 6th indents applies, our liability will be limited to the loss and damage foreseeable upon conclusion of the contract and typical for such contract, even if material contractual obligations have been breached.
- 9.4 Any other liability on our part for indirect loss and damage, in particular for loss of profits, consequential loss and damage, etcetera will be excluded. Article 9.2 will apply mutatis mutandis.
- 9.5 The exclusions and limitations of liability pursuant to Articles 9.1 to 9.4 and Article 9.6 will equally apply in favour of executive and non-executive staff and other auxiliary personnel and to the Seller's subcontractors.
- 9.6 To the extent that the Customer is entitled to compensation for loss and damage pursuant to this Article 9, such claims will lapse upon expiry of the limitation periods applicable to warranty claims in accordance with Article 10.4. Article 9.2 will apply mutatis mutandis.
- 9.7 The above provisions do not constitute a reversal of the burden of proof.
- 9.8 The Customer will indemnify the Seller and the undertakings affiliated with the Seller in accordance with Article 15ff. German Companies Act against all liabilities, costs and expenses, arising from third-party claims

in connection with further delivery or processing of Contract Products by the Customer, unless the Customer is not responsible. The Customer will be required to maintain adequate insurance coverage for such claims.

10 – Warranty / quality

- 10.1 If the parties have made explicit and binding agreements about quality, properties, specifications, etcetera and/or the volume of goods ordered („agreed quality“) such agreements will take precedence over the objective requirements of Article 434.3 German Civil Code, insofar as relevant. To the extent that the parties have not explicitly agreed otherwise, it is to be assumed that the goods are fit for the purpose set out in the contract, if they meet the agreed quality. Where relevant, Article 434.2 no 3 German Civil Code will remain unaffected.
- 10.2 To the extent that we are required to deliver subsequent performance, we will do so by repairing the defect or, at our option, to deliver goods free from defects. If no subsequent performance is delivered the Customer has the right to demand a reduction in price or to terminate the contract. This will not affect the right to demand compensation of loss or damage, however only pursuant to Article 9.
- 10.3 Any claims of the Customer on account of expenses required for subsequent performance because after delivery the goods are transferred to another location, are excluded if they increase the expenses, unless such transfer is in line with the intended use.
- 10.4 Claims regarding defects will become time-barred within one year after the risk has passed in accordance with Article 4.2. This does not apply in the events listed in Article 9.2. This will furthermore not apply to goods that in accordance with their intended use are commonly used for construction and have caused defects in such construction. In those cases the legal limitation periods will apply.

11- Reservation of self-supply and force majeure

- 11.1 If, for reasons beyond our control, we do not receive deliveries or services from our subcontractors or suppliers—despite proper, timely, and sufficient placement of orders in accordance with the quantity and quality agreed upon in our supply or service agreement with the Customer—or if we do not receive these correctly or in time, we will notify the Customer in writing or in text form in good time. In that case we will have the right to postpone delivery by the duration of the impediment or to terminate the contract in whole or in part on account of the part of the contract that has not yet been fulfilled, to the extent that we have complied with our duty of information as referred to above and have not assumed the procurement risk in accordance with the provisions of these T&C's. .
- 11.2 Article 11.1 will apply mutatis mutandis to events of force majeure of considerable duration (i.e. that last more than 1 week). Incidents constituting force majeure include, in particular, wars, strikes, lockouts, government interventions, general scarcity of raw materials, epidemics and pandemics, (including Covid19), involuntary transport difficulties and operational disruptions – for instance by damage caused by fire or water and mechanical breakdowns – and all such impediments for which the Seller is not culpable, objectively. A case of force majeure will also be deemed to exist in the event of a shortage or even a temporary shutdown or failure of electricity, gas or other energy required directly or indirectly for the manufacture, processing, delivery, etc. of the product in question – including at the level of sub-suppliers and/or auxiliary personnel – provided that this is not our fault (and in particular is at least indirectly based on the aforementioned circumstances).
- 11.3 If a binding delivery term and/or term for performance has been agreed and the agreed delivery date or date for performance and/or the agreed delivery term and/or term for performance and such term or date has been exceeded due to circumstances as referred to in Articles 11.1, 11.2, the parties will have the right to terminate the contract on account of the part of the contract that has not yet been fulfilled, no later than after continuation of the impediment to delivery/performance of 3 months. Any further claims of the Customer, in particular for compensation of loss or damage, will be excluded in this case, if we have

complied with our duty of information as referred to above. The provisions of Article 11.3, first and second sentences, will apply mutatis mutandis if based on the grounds listed in Articles 11.1 and 11.2 it would be unreasonable for the Customer, objectively speaking, to adhere to the contract, even without any contractually agreed fixed term for delivery and/or performance.

12 – Technical and legal requirements

- 12.1 If not agreed otherwise, the Seller will ensure that the Contract Products comply with the technical and legal requirements or standards laid down in the laws and regulations of the country of manufacture.
- 12.2 In the event that the Customer intends to export the Contract Products the Customer must ensure that the Contract Products comply with the technical and legal requirements or standards of the country in question.
- 12.3 The Customer will indemnify the Seller and the undertakings affiliated with the Seller in accordance with Article 15ff. German Companies Act against all obligations, costs, charges and expenses arising from third-party claims (including authorities, etcetera) on account of breaches by the Customer of Article 12.2, unless the Customer is not responsible.

13 – Confidentiality and property rights

- 13.1 The Customer undertakes to treat as strictly confidential such information, documents and knowledge that come to his notice in the course of their business relations with us and contain technical, commercial or market-related data about our business, to the extent that we have designated such information as confidential or have an evident interest in their confidentiality (hereinafter jointly referred to as 'confidential information'). The Customer will use such confidential information only for the purpose of the contractual implementation and execution of their contractual relationship with us.
- 13.2 Disclosure by the Customer to third parties of confidential information is subject to our explicit prior written consent.
- 13.3 The duty of confidentiality under Article 13.1 will not apply if the confidential information:
 - a) demonstrably is or becomes known through no fault of the Customer; or
 - b) was demonstrably known already to the Customer or is disclosed by a third party entitled to disclosure; or
 - c) has been demonstrably developed by the Customer without our assistance and without using other information or knowledge acquired through the contractual relations; or
 - d) must be disclosed due to mandatory legal provisions or by administrative order.
- 13.4 Any separate confidentiality clauses agreed between the parties regarding their business relations will not be affected and will take precedence in case of conflicts.
- 13.5 All industrial property rights in the Contract Products, including all knowhow, recipes and specifications (hereinafter jointly 'industrial property rights') are and remain the sole property of the Seller. Any rights of use, licences, etcetera of the Customer must be agreed explicitly and are not transferred by the mere sale of the Contract Products.
- 13.6 Without the Seller's prior written consent the Customer may not use trademarks, trade names or other distinguishing marks of the Seller or to copy the products or part thereof, including by way of reverse engineering, or to reproduce the same.

14 – Compliance

- 14.1 As regards the contract of sale the parties must always comply with the applicable laws, regulations and sanctions, including but not limited to those combating bribery, corruption and those regarding international trade sanctions.
- 14.2 The Customer warrants and represents in particular that they will not offer, promise or grant anyone, including officials or staff of the Seller, directly or indirectly, unlawful financial or other advantages, with the

intention to influence them in the exercise of their duties in order for the Customer to gain commercial advantage.

- 14.3 The Customer furthermore warrants and represents that they are not an individual or institution subject to economic sanctions, embargoes or other restrictive measures of the European Union, the United States or the United Nations and that they are not owned or controlled by such individual or institution. The Customer must notify the Seller immediately in writing if their status changes.
- 14.4 Breach by the Customer of this Article 14 will constitute material breach of the contract with the Seller and entitles the Seller to terminate the contract of sale with immediate effect without the Seller incurring any liability towards the Customer.

15 – Choice of law and competent court

- 15.1 The laws of the Federal Republic of Germany will apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ('CISG').
- 15.2 Our place of business will be the exclusive place of jurisdiction. However, we will have the right to file proceedings against the Customer in the court in the place where they have their registered office.

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