

**KEMIN NUTRISURANCE:
PET FOOD & RENDERING TECHNOLOGIES**

KEMIN Nutrisurance Europe Srl | Società Unipersonale
HQ and plant: Via della Tecnica 11 • Veronella (VR) 37040, Italy
Tax ID code, registration number and VAT No. 03075300982
tel: +39.0442.482711 • fax: +39.0442.482799 • KEMIN.com/nutrisurance

**GENERAL TERMS AND CONDITIONS OF PURCHASE
KEMIN NUTRISURANCE EUROPE S.R.L., SOCIETÀ UNIPERSONALE**

ARTICLE 1 – DEFINITIONS.

In these General Terms and Conditions of Purchase, Buyer shall mean: **KEMIN Nutrisurance Europe S.r.l., Società Unipersonale**, an Italian company, incorporated under the laws of Italy, with legal address in Via della Tecnica 11, Veronella (37040-VR), Italy, VAT. N. 03075300982, email: kn.customerservice.italy@Kemin.com (hereinafter also “KEMIN”).

These general Terms and conditions of purchase (“Terms and Conditions “or “T&C”) shall govern and form an integral part of all agreements entered into and for all purchase orders placed by KEMIN Nutrisurance Europe S.r.l., Società Unipersonale (hereinafter, the “Buyer”) for the supply of Goods and/or Services by your company (hereafter referred to as “Supplier”). Each such agreement or purchase order shall be referred to herein as the “Agreement” or “Accepted Order”. Reference to “Agreement” shall where appropriate be deemed to include “Accepted Order”.

The term “**Goods**” shall include both tangible and intangible goods, including software, service requirements, spare parts, and any related software and/or documentation that may accompany the goods. Reference to “goods” shall where appropriate be deemed to include services.

The term “**Affiliate**” of Buyer or Supplier shall mean any entity or person which: (i) is Controlled by Buyer or Seller; or (ii) Controls Buyer or Seller; or (iii) is under common Control Buyer or Seller. For this purpose, “Control” means that more than fifty percent (50%) of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity. An entity is considered an Affiliate only so long as such ownership or control exists.

These Terms and Conditions shall constitute all the terms and conditions of any Agreement between Buyer and Supplier relating to the purchase by Buyer and sale by Supplier of goods unless specifically agreed otherwise in writing by Buyer. Any terms and conditions set forth on any document or documents issued by Supplier either before or after issuance of any document by Buyer setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by Buyer, and any such terms and conditions shall be wholly inapplicable to any purchase made by Buyer and shall not be binding in any way on Buyer. No Agreement constitutes an acceptance by Buyer of any other terms and conditions and Buyer does not intend to enter into an agreement other than under these Terms and Conditions. Any changes in these terms and/or the Agreement must be specifically agreed to by Buyer in writing.

The term “**Special Conditions**” shall mean the terms included in any contract, agreement, accepted order, side letter, amendment, in force between KEMIN and the Supplier.

The term “**T&C**”: these General Terms and Conditions of Purchase.

Any purchase order of the Buyer is expressly made conditional on the Supplier’s assent to all of the terms contained in the purchase order without deviation. Acceptance by Supplier of a purchase order may be evidenced by (i) Supplier’s written or verbal assent or the written or verbal assent of any representative of Supplier, (ii) Supplier’s delivery of the goods, or (iii) other conduct by Supplier or any representative of Supplier consistent with acceptance of the purchase order.

ARTICLE 2 - ACCEPTANCE OF PURCHASE ORDER – FORM.

2.1 The purchase order, issued by the Buyer to the Supplier, shall be deemed accepted unless otherwise notified by the Supplier in writing via e-mail within seven (7) days of receipt thereof.

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2.2 The commenced execution of the purchase order by the Supplier shall constitute complete acceptance, including the reference documents such as this General Conditions of Purchase and the Specifications, provided they have been made available and known to the Supplier before the execution.

ARTICLE 3 – QUALITY/SAFETY TERMS. TECHNICAL SPECIFICATIONS.

3.1 The Supplier commits to providing high-quality goods corresponding to industry standards and applicable regulations.

3.2 Technical Specifications may be requested from KEMIN and agreed upon between Buyer and Supplier. In this case, the Supplier agrees to comply with the agreed Specification above mentioned and to provide products or services that comply with the specifications.

3.3 **EQUIPMENT AND MACHINERY.** Purchased Equipment and Machinery must be accompanied by certificate of conformity, CE markings, Use and Maintenance booklets,

3.4 **SDS FOR CHEMICAL GOODS/RAW MATERIALS.** Chemical goods and raw materials must be accompanied by technical documents and Safety Data Sheets.

The Supplier shall provide the Buyer with the Safety Data Sheet (SDS) document updated.

In the event of any changes in the composition/formula/regulatory framework regarding the Goods supplied that result in a change in the SDS document, the Supplier agrees to promptly send the updated SDS to the Buyer.

The Supplier acknowledges that SDSs are mandatory required documents to be obtained by the Buyer from its suppliers of raw materials in the European Union. Therefore, the Supplier failure to provide to the Buyer the SDS may result, at KEMIN's option, in the rejection of the supply, the termination of agreements/cancellation of orders, and the request for damages for loss suffered and loss of earnings.

The applicable regulation is given for convenience.

REACH (CE) n. 1907/2006, Title IV, Art. 31: *“The supplier of a substance or a mixture shall provide the recipient of the substance or mixture with a safety data sheet compiled in accordance with Annex II”.*

ARTICLE 4 - DELIVERY TERMS - LATE PENALTIES.

4.1 Time is of the essence for the purposes of Supplier's obligations under the Agreement.

4.2 In the event Supplier for any reason anticipates any difficulty in complying with any agreed delivery date, Supplier shall promptly notify Buyer in writing.

4.3 The Supplier shall use its best efforts to accommodate reasonable request by the Buyer to reschedule confirmed delivery dates, or to change other parts of any Agreement.

4.4 Upon Buyer's request, the Supplier shall without delay provide information in writing concerning the status of any order, shipments due and payments and such other items relating to the business flow between Supplier and Buyer. Supplier undertakes to inform Buyer immediately when it anticipates constraints on its capacity to supply goods as ordered by Buyer, in which case Supplier will provide suitable assurances to Buyer that its requirements will be adequately serviced.

Supplier and its subcontractors shall keep accurate records and books of accounting showing all charges and related expenses incurred in the services hereunder. Said records shall be maintained in conformance with generally accepted accounting principles and procedures.

4.5 The responsibility and risks of the shipment will be allocated based on the Incoterms Rule agreed between Buyer and Supplier.

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4.6 The Goods must be accompanied by the prescribed shipping documents including the following information: - purchase order number and date of shipment; - Item code and name of the Goods; - quantity, gross and net weight of packages; - any other special documents or requirements agreed with the Buyer.

Supplier shall pack, mark and ship the goods in such a manner as to prevent damage during transport and which facilitates unloading, handling and storage.

in case of shipment via truck, it's the Supplier's responsibility to coordinate with KEMIN regarding the unloading time of the goods. The Supplier's proposed timeline and delivery time must be communicated to KEMIN within forty-eight (48) working hours of the arrival. KEMIN is not accountable for any extended waiting times of trucks for which unloading times have not been mutually agreed upon.

4.7 The delivery terms stated in KEMIN's purchase order are to be considered essential and accepted by Supplier.

Where the Agreement provides for installation, commissioning, or any other work to be carried out by Supplier such work shall be executed with good workmanship and using proper materials. As a minimum requirement, such Goods shall comply with all applicable quality and certification standards.

4.8 **PENALTY FOR THE DELAY.** Any changes, delays, or delivery in advance of the deadline agreed upon with KEMIN shall be promptly notified to the Buyer. The prompt notification of any change of delivery, at KEMIN option, may not result in the application of the delay penalty below indicated.

In the event of Supplier's failure to notify any changes, delays, or delivery in advance of the delivery deadline agreed upon with the Buyer, KEMIN reserves the option to charge a penalty to the Supplier, according to the terms below.

Except for Force Majeure event promptly notified to the Buyer, in case of delayed delivery the Supplier shall pay to the Buyer for every day of delay a penalty amounting to one (1) % of the total net amount of the invoice. The total amount of the penalty may not exceed twenty (20) % of the value of the purchase order for the delayed supply, without prejudice to the right to claim for damages for the Buyer.

In the circumstances specified above, in place of the penalty, KEMIN reserves the right at its option to:

- cancel/modify the Purchase Order, without prejudice to the right to claim for damages for the Buyer.

Early delivery. Supplier shall make no deliveries before the agreed delivery date(s) and Buyer shall not be liable for any incurred costs, such as: stationing of the truck outside of KEMIN's warehouse or in any another place, installation, assembly, commissioning, or any other work related to such goods prior to delivery, except as explicitly agreed to by Buyer.

In the event of deliveries occurring earlier than the agreed-upon terms between the Buyer and the Supplier, without timely notification from the Supplier to KEMIN, the Buyer reserves the option to, alternatively:

- a) Return the goods at the Supplier's expense,
- b) Withhold payment by following the payment procedure from the contractual delivery date, or
- c) Wait to accept the delivery for the agreed-upon delivery date or timing, at the Supplier's expense.

ARTICLE 5 – PACKAGING.

5.1 The Goods must be packed in such a way that they will not be damaged, deteriorated, damaged or lost in transit.

5.2 Shipments/movements of hazardous substances shall be in accordance with mandatory regulations and the applicable laws.

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5.3 The types of packaging will be defined by and under the responsibility of the Supplier, in compliance with current regulations, according to individual requirements, types of transport and handling needs in KEMIN's plants. No charge for packing expenses will be accepted by KEMIN unless expressly and in advance agreed between the Parties.

5.4 The packaging of the Goods shall comply with the requirements agreed upon with KEMIN or based on the NQAF-VL-018 document (Raw Material Packaging Requirements) provided to the Supplier.

ARTICLE 6 – NON-CONFORMITY GOODS/COMPLAINT

6.1 Acceptance of the supply/performance by Buyer is subject to verification that the Goods and the Services comply with the quantity and quality required by the Purchase Order, the Contract and/or with the Specifications signed between the Parties, as outlined in Art. 3 of this Terms and Conditions.

6.2 Any supply that does not comply with the above requirements will be rejected and returned to the Supplier at the Supplier's expense. For the Services, the failure in comply with the above requirements, will result in a credit note or in providing the Service free of charge. In any case, the above remedies are without prejudice to the right to compensation for damages suffered by Kemin and the full refund of any pre-payment made by the latter.

6.3 KEMIN shall inspect the goods at the delivery to check if there are any visual defects in the quantity or in the packaging.

6.4 For hidden or quality related defects/non-conformity, KEMIN shall have the right to submit a complaint to the Supplier within 30 (thirty) days from the date of the discovery of the defects/non-conformity, providing the evidence of such complaint.

6.5 In case of defective or non-conform Goods, the Supplier shall replace the supply free of charge or issue a credit-note to KEMIN. The return of defective Goods shall be at the Supplier expenses.

In the case of supplies to be made in split deliveries, for any non-conformity of a single batch to the purchase order KEMIN shall have the option to cancel the entire purchase order and reject subsequent batches.

ARTICLE 7 – PRICES.

7.1 Prices shall be considered fixed and not subject to variation.

The prices established shall be understood, for the Supplier, to include the following: manufacturing costs, energy, maintenance of the machinery. The final price shall include also the management and disposal of all waste produced by the Supplier.

ARTICLE 8 – INVOICES.

8.1 These terms apply on to Suppliers incorporated under the laws of Italy.

8.2 The invoice must be sent in electronic format, including KEMIN identification code, at the following email:
kn.finance.it@KEMIN.com

8.3 Pursuant to applicable laws, any invoices prepared informed non-electronically or transmitted by means other than the Interchange System (SDI), will be considered not issued. Compliance with the invoicing procedure above indicated is a condition of collectability of the receivable itself.

ARTICLE 9 – WARRANTY.

9.1 The Supplier guarantees the full ownership of the thing sold and the legitimacy of the transfer under the applicable laws.

9.2 The Supplier further warrants that the Goods are free from defects that render it unfit for the use for which it is intended or appreciably diminish its value, whether those defects are apparent or concealed.

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9.3 The Supplier warrants the Goods for defects for the entire shelf-life of the goods, under adequate conditions of storage. This provision shall apply also in the case of the use of the Goods by KEMIN.

9.4 KEMIN shall inspect the goods at the delivery for visual non-conformity and promptly notify the Supplier of any visual non-conformity.

ARTICLE 10 – LIABILITY.

10.1 The Supplier shall be liable for damage caused to property or persons attributable to a defective part or parts of its supply.

10.2 The Supplier is obligated to hold KEMIN harmless from any claim as a result of the defectiveness, non-conformity, non-reliability of its supply by compensating KEMIN for any damage suffered.

10.3 The Supplier shall have and maintain suitable insurance for its business. The insurance coverage shall remain in force for the entire duration of the contractual relationship and any warranty period.

ARTICLE 11 - PROHIBITION OF ASSIGNMENT OF PURCHASE ORDER AND CREDIT.

11.1 The Supplier shall not assign the purchase order or the supply of the Goods/Service to third Parties, even partially, without the prior consent of KEMIN.

11.2 The assignment of credits is prohibited.

ARTICLE 12 – COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY RULES.

12.1 The Supplier undertakes to comply with the applicable regulations on occupational safety, accident prevention and hygiene.

12.2 The Supplier undertakes not to carry out any form of exploitation of child labor and to use only personnel employed in full compliance with labor law regulations, according to the standards of the International Labor Organization. The Supplier also undertakes to refrain from any form of discrimination within its company.

12.3 The Supplier declares that it has trained its employees on the standard operating procedure and measures, and that it has provided training to its employees regarding rules and measures pertaining to health and safety, hygiene, handling of hazardous substances and accident prevention.

12.4 In case of Supplier providing Service to KEMIN, the Supplier shall carefully check the state of the places where services have to be performed, evaluating the equipment and work tools, evaluating them in order to verify the risks to health, hygiene and safety at work and the preparation of the relevant preventive measures and corrective actions.

12.5 In case KEMIN should require it, upon separate agreement between the Parties, the Supplier accept to be assessed through audit on-site in order to evaluate that the execution of the supply or service comply with the applicable safety, labor and environmental applicable regulations.

12.6 The Supplier recognize the importance of sustainable procurement for Kemin, which is committed to sustainable practices and undergoes environmental sustainability assessment ratings. Therefore, Supplier must commit to: implement sustainable and environmentally responsible industrial practices and commits to properly disposing of and managing the waste of production in strict compliance with the applicable environmental laws. In the event that the Supplier should be sanctioned under the applicable laws or convicted of crimes against the environment or improper waste management, KEMIN shall have the option to terminate any contract and purchase order, or return the Goods already ordered in transit, without prejudice to

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the possibility of compensation for any image damage for KEMIN. The burden of proof of the existence of such damages shall be proved by KEMIN.

ARTICLE 13 - COMPLIANCE WITH LAWS, ETHICS CODE - CONFLICT OF INTEREST.

13.1 It is understood that in the performance of the activities, the Supplier undertakes to comply with the applicable regulations in force assuming civil, administrative, and criminal liability related to the supply of Goods, or the performance of the Services entrusted to it.

13.2 Supplier Code of Conduct

The Supplier declares that it has received a copy and accepts Kemin's "*Supplier Code of Conduct*".

The Supplier also undertakes to comply with the provision of anti-corruption, Conflict of Interest and fair competition practices applicable in the territory where he is established and where operate.

ARTICLE 14 – CONFIDENTIALITY.

14.1 The Supplier agrees to treat the information and data provided by KEMIN in execution of the purchase order as confidential. The Supplier agrees not to use KEMIN's logo or trademark for advertising purposes, unless expressly agreed between the Parties.

ARTICLE 15 - PROCESSING OF PERSONAL DATA.

15.1 Each of the Parties commits to full and complete compliance with the provisions set forth in the General Data Protection Regulation (EU) 2016/679 ("Regulation") and consents to the processing of personal data for purposes related and/or instrumental to the contractual relationship.

ARTICLE 16 – TERMINATION.

16.1 KEMIN reserves the right to cancel the Purchase Order by written email to be sent to the Supplier with prior notice of 30 (thirty) days. In this case, KEMIN will recognize to the Supplier, against delivery of the supply and/or documentation prepared up to the date of withdrawal, an amount equal to the value of the service duly performed and verified in good faith between the Parties.

16.2 In the event of: a) material breach of one or more of the provisions set forth in the General Conditions of Purchase or with the Special Conditions, b) non-conformity with the specification or with the provision of Art. 3 of this T&C, c) failure to supply the Goods for two (2) consecutives time without advice or reasonable justification by the Supplier, KEMIN shall have the right, at its option, to:

- cancel/terminate the Purchase Order and/or the Contract ipso jure and cease the remaining payments; or
- upon notice to comply containing the assignment of a term of fifteen days (15) or less depending on the circumstances, if the breach is not cured or persist, the Purchase Order or Contract shall be deemed automatically and rightfully terminated after such term.

16.3 The provisions above shall be without prejudice to KEMIN's right to compensation for any damages in any case.

16.4 Without prejudice to the provisions set above, KEMIN may also terminate the Purchase Order/Contract upon the occurrence of even one of the following:

- i. change of control over the Supplier.
- ii. submission of the Supplier to bankruptcy proceedings, including composition with creditors or application for admission to the proceedings, state of insolvency of the Supplier itself, voluntary or compulsory liquidation;

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- iii. adoption against the owners, legal representatives, banks, or technical directors of the Supplier, of any sanction concerning the restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, pursuant to COUNCIL REGULATION (EU) 2023/1214 of 23 June 2023.
- iv. Loss of possession of the legal requirements for the entrustment and/or execution of the services and/or supply of the Goods entrusted, as well as the failure to deliver the certifications certifying the possession of such requirements after ten (10) days from the Buyer's request;
- iv. if the Supplier, without justified reason, suspends, or delays the performance required for a period of more than 10 (ten) days;
- v. application of penalties exceeding 10% (ten percent) of the contractual consideration

16.4 In the aforementioned cases, the termination will operate *ipso iure*, from the moment of the Supplier's receipt of the notice by which the Buyer expresses its intention to use this termination clause. This is without prejudice to the Buyer's right to suspend ongoing payments pending regularization of the reported anomalies.

ARTICLE 17 – FORCE MAJEURE.

17.1 In the event of circumstances beyond the reasonable control of either Party, including but not limited to natural disasters, war, terrorism, government actions, epidemics, not-announced strikes, that prevent or delay performance of the Parties obligations, the affected Party shall be excused from its obligations for the duration of such circumstances. The affected Party shall promptly notify the other Party of the force majeure event, provide a certificate issued by its local Chamber of Commerce, and take reasonable steps to mitigate the impact. If the force majeure event persists for a period longer than three (3) months, the non-affected Party may cancel the Purchase Order, or terminate the Contract, without liability for non-performance during the force majeure event.

ARTICLE 18 – CHANGES AND VARIATIONS.

18.1 Due to supervening operational needs, KEMIN may require Supplier changes to the products/services specifications ordered. The Supplier agrees to make such changes in accordance with the economic conditions, terms and agreements with KEMIN.

ARTICLE 19 - INDUSTRIAL AND INTELLECTUAL PROPERTY.

19.1 The Supplier guarantees full compliance with the regulations regarding intellectual property, and that its Goods/Service doesn't infringe any other third-party intellectual property rights. The Supplier agrees to indemnify and hold KEMIN harmless from any claim or demand by third Parties for infringement of trademarks, patents, know-how or other industrial property rights.

ARTICLE 20 - JURISDICTION – APPLICABLE LAW.

20.1. All disputes - included those of not contractual nature arising out of, related, or connected to this T&C shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration, at the seat identified by it, by a sole arbitrator appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause, according to Italian Laws.

The arbitration will be conducted in the English language. The award of the arbitrator shall be final, binding, not further appealable and enforceable in any court of competent jurisdiction.

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20.2 The existence of the arbitration proceedings and the award will be secret and confidential.

20.3 It is in any event without prejudice to the exclusive jurisdiction of the Court discretionarily identified by Kemin, in accordance with the law applicable therein, for precautionary and injunctive actions only and for all consequent enforcement actions, with the express exclusion of any further judgment of cognition or merit in general, which shall remain devolved to the aforementioned arbitral jurisdiction.

20.4 With reference solely to disputes that cannot be arbitrated under the terms set forth above or that relate to the dispute of arbitral jurisdiction, only Italian law shall apply to this T&C, and the Court of Verona, Italy, shall have the exclusive jurisdiction.

21. EXCLUSION OF SUPPLIER'S TERMS AND CONDITIONS

21.1 In the event of any conflict or inconsistency, this T&C shall prevail. Any terms and conditions presented by the Supplier, including those attached to invoices, orders, product specifications, or any other document, are expressly excluded from applicability and deemed not accepted by KEMIN.

__/__/2024

THE SUPPLIER
