



A Grain & Protein  
Technologies Brand

## CIMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS

### 1. Definitions

“Affiliates” means (i) a party’s ultimate parent and (ii) any entity in which such ultimate parent owns, directly or indirectly, more than fifty (50)% of the outstanding shares or other ownership interests;

“Agreement” means the agreement between CIMBRIA and the Supplier for the sale and purchase of Goods incorporating these Terms and the Purchase Order, and including all its schedules, attachments and annexures;

“Delivery date” means the date scheduled by CIMBRIA in the Purchase Order sent to the Supplier for the delivery of the Goods or, if the Goods are to be delivered in partial deliveries, any date scheduled by CIMBRIA for delivery of any partial delivery of the Goods;

“Documentation” means packing list, certificate of origin, CE declarations and any required descriptions, instructions, manuals, literature, technical details or other related materials provided by the Supplier in connection with the Goods;

“Force Majeure” means an event or sequence of events beyond a party’s reasonable control, which at the moment the Agreement is entered into is unknown or unpredictable, preventing or delaying it from performing its obligations under the Agreement including natural disaster, war, riot or civil unrest;

“Goods” means any product, component or part specified in the Purchase Order to be supplied by the Supplier to CIMBRIA;

“Intellectual Property Rights” means (i) patents, all reissues, divisions, renewals, extensions, continuations and continuations in part thereof, rights in inventions and invention disclosures, utility models, (ii) registered designs, design rights, (iii) copyrights, neighboring rights, rights in software, works of authorship (whether copyrightable or not) and mask works, (iv) database rights, (v) any trademarks, service marks, trade names, business names, trade dress, rights in get-up, goodwill and the right to sue for passing-off, rights in and to domain names, (vi) knowhow and business secrets, and (vii) any other intellectual property rights or industrial property rights or proprietary rights which may subsist now or in the future, in each case of (i) through (vii), in any part of the world and whether or not registered, issued or granted, or subject to a pending application for registration, issuance or grant, and including all registrations of, and applications (and rights to apply) for, registration, issuance or grant or renewals or extensions of, and all rights to claim priority from, any of the foregoing;

“Purchase Order” means CIMBRIA’s order for the Goods;

“Quotation” means the Supplier’s quotation for the Goods to which these Terms shall always apply;

“Site” means such premises owned, used or operated by CIMBRIA or its customer that has been designated for delivery of the Goods or where the Goods shall be installed or put into operation;

“Supplier” means the entity described as the supplier in the Purchase Order;

“CIMBRIA Intellectual Property” means all Intellectual Property Rights developed and/or owned by CIMBRIA prior to, on or after the date of the Agreement.

“Supplier Intellectual Property” means all Intellectual Property Rights developed and/or owned by the Supplier prior to, on or after the date of this Agreement.

### 2. Documents forming the Agreement

In the event of any conflict between the terms of the documents forming part of the Agreement, the following order of priority shall apply to the extent needed to resolve the conflict:

- (i) The Purchase Order;
- (ii) These Terms;
- (iii) The schedules, attachments and annexures.

### 3. Application

These General Terms and Conditions of Purchase (“Terms”) shall apply to all deliveries of Goods from Supplier to Cimbria A/S and its Affiliates (each of which is referred to as “CIMBRIA”). In these Terms Affiliate shall mean the Cimbria companies listed in Appendix A to these Terms.

### 4. Ordering

Purchase Order will be issued electronically by CIMBRIA and sent to the Supplier by email. The Purchase Order will be binding at the receipt by CIMBRIA of the Supplier’s acceptance by Purchase Order confirmation sent to CIMBRIA’s email address. Any modifications of or comments to the Purchase Order by Supplier are binding only if accepted by CIMBRIA in writing. If the Supplier is not able to accept the Purchase Order or any requirements contained therein, the Supplier shall immediately and not later than within 3 working days after receipt of the Purchase Order notify CIMBRIA in writing.

If the Supplier commences the performance of any part of the Purchase Order, the Purchase Order shall be deemed accepted by the Supplier and an Agreement will come into effect. CIMBRIA may withdraw its Purchase Order without liability at any time before the Purchase Order becomes binding or is deemed accepted by the Supplier.



A Grain & Protein  
Technologies Brand

## CIMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS

### 5. Prices

Prices stated in the Agreement shall be exclusive of VAT (if any), but inclusive of any type of packaging, transport, permits and fees, taxes, customs duties, clearance charges, license charges, withholding tax and other public charges, unless otherwise agreed in writing by both parties.

All prices are fixed, and prices stated in the Agreement may not be adjusted for any reason including due to changes in the rate of exchange, raw material price changes, wages/salaries, etc. unless expressly agreed otherwise in writing by the parties.

### 6. Delivery terms

Delivery terms of the Goods shall be governed by the applicable Incoterm (2020), as set out in the Purchase Order. CIMBRIA is not obligated to accept early deliveries, partial deliveries or excess deliveries unless prior agreed by CIMBRIA in writing.

The title to the Goods will pass to CIMBRIA upon delivery in accordance with the applicable Incoterm stated in the Purchase Order unless full payment for the Goods has been made by CIMBRIA prior to delivery in which case the title shall pass to CIMBRIA at the moment of such payment.

Risk in the Goods shall pass to CIMBRIA on completion of delivery in accordance with the Incoterm stated agreed in the Purchase Order. A confirmation of receipt of the Goods by CIMBRIA or a third party taking delivery on behalf of CIMBRIA or any payment in relation to all or any part of the Goods shall not constitute the acceptance of the Goods. CIMBRIA is entitled to a reasonable period of time after delivery to inspect the Goods and to notify the Supplier in writing of any non-compliance in relation to the Goods delivered.

If CIMBRIA deems any Goods to be non-compliant, CIMBRIA may, at its option and without prejudice to any other right or remedy of CIMBRIA:

- (a) reject the non-compliant Goods; or
- (b) make good the non-compliant Goods.

If CIMBRIA deems any Goods to be non-compliant in accordance with this clause 6, at CIMBRIA's option and request and without prejudice to any other right or remedy of CIMBRIA, the Supplier agrees to:

- (a) refund to CIMBRIA any payments made by CIMBRIA in respect of any non-compliant Goods; or
- (b) make good free of charge any non-compliant Goods; or
- (c) reimburse CIMBRIA for any expenses CIMBRIA incurs in making good any non-compliant Goods.

Delivery of Goods must include all Documentation, customs clearance requirements and licenses needed for the specific country of destination. The Supplier shall be responsible for all permits, certificates, approvals and other documents required by law, allowing to release the Goods onto the market and to submit copies of the above documents to CIMBRIA, as requested.

The Supplier is responsible for informing CIMBRIA of the HS code and country of origin of all delivered Goods. The Supplier is responsible for collecting correct and sufficient information to design and produce customized parts. For serial number and batch controlled Goods, the Supplier is responsible for total traceability from raw material to delivered Goods.

The Supplier shall ensure that the Goods are packaged in accordance with CIMBRIA's instructions, where provided. Notwithstanding the foregoing, in all circumstances the Supplier shall deliver the Goods in appropriate packaging to prevent damage to the Goods during transportation and storage.

### 7. Delivery date

Time of delivery is of essence and the Supplier shall deliver the Goods on the Delivery date.

In case of changes to the Delivery date and/or if a Delivery date cannot be met or there is a risk thereof, the Supplier undertakes to inform CIMBRIA in writing immediately. Notice shall be given by Supplier where delay seems likely to occur even before delay occurs. Notice of change to the Delivery date by Supplier shall not relieve the Supplier of its responsibility and liability to deliver on time.

CIMBRIA may, at any time, temporarily and without liability on its part suspend the supply of the Goods (or part thereof) or shipment release or other written instructions issued by CIMBRIA upon written notice to Supplier.

In the event that CIMBRIA does not take delivery of the Goods on the Delivery date the Supplier shall, in agreement with CIMBRIA, rearrange delivery at a mutually agreed date and time, at no additional cost to CIMBRIA. In the event that CIMBRIA does not take delivery on such a rearranged delivery date then the Supplier shall be entitled to suspend any further deliveries of Goods to CIMBRIA until such time as CIMBRIA takes delivery. The remedy set out in this clause shall constitute the sole and exclusive remedy of the Supplier for CIMBRIA not taking delivery of the Goods on the Delivery date.

### 8. Delay

If the Supplier fails to deliver the Goods on the Delivery date, CIMBRIA is entitled to liquidated damages as from the Delivery date, unless the delay is caused solely by proven fault of CIMBRIA or delay caused by Force Majeure.

The liquidated damages shall amount to 0.5 % of the total Agreement price per day of delay. In case of incomplete delivery or delivery of defective Goods, CIMBRIA shall be entitled to require special freight to be effected at the Supplier's expense and risk.

In case of any delay beyond 7 calendar days from the agreed Delivery date, it is considered a material delay and CIMBRIA is entitled to, but not obliged, terminate the Agreement in whole or in part and/or to procure replacement parts or services from a third party at Supplier's risk and reasonable costs without first setting a new deadline for delivery.

The right to claim liquidated damages is without prejudice to CIMBRIA's right to claim actual damages in accordance with applicable laws and these Terms.



A Grain & Protein  
Technologies Brand

## CIMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS

### 9. Payment terms

The payment terms shall be as specified in the Agreement, and if not otherwise specified it shall be 90 days from receipt of a valid tax invoice which shall only be issued after delivery and acceptance of the Goods.

The Supplier shall forward its invoice to the email address stated in the Purchase Order. All invoices shall state the Purchase Order number and the agreed payment terms.

CIMBRIA reserves the right to withhold payment in full or in part if the Goods are defective, delayed or if any aspect of the delivery or the invoice is disputed. The invoice due date shall be suspended until resolution.

### 10. Change orders

CIMBRIA may, at any time by written notice to the Supplier, initiate any changes to the Goods, including, but not limited to the scope of supply, quantity and Delivery date. If any changes requested by CIMBRIA affect the cost or timing of delivery, then CIMBRIA and Supplier shall enter into good faith negotiations and agree the changes. All changes must be approved by both parties in writing.

### 11. Termination

In addition to any rights or remedies the parties may have pursuant to statutory law, the Agreement may be terminated immediately, in whole or in part, by notice in writing given by one party to the other as a result of any of the following events:

- a) a material breach of the Agreement by the other party if the material breach is not remedied to the non-breaching party's reasonable satisfaction within 5 days of written notice of such breach;
- b) non-payment by CIMBRIA for more than 90 days beyond the due date of payment;
- c) commencement or filing of any petition, claim or request for insolvency, bankruptcy, dissolution or liquidation (other than for the purpose of amalgamation or reconstruction) involving a party;
- d) CIMBRIA's agreement with its customer in relation to the supply of the Goods at the Site is terminated;

A change of corporate ownership/change of control of CIMBRIA does not require any prior or subsequent consent from the Supplier and shall not constitute any grounds for the Supplier to terminate the Agreement as a result of it.

In case of termination for cause, CIMBRIA is entitled to demand repayment of the instalments already paid or demand delivery of any Goods produced or received by Supplier against payment of the agreed price of the Goods until the date of termination.

CIMBRIA may terminate the Agreement in whole or in part for convenience by providing a written notice to the Supplier. In such event CIMBRIA must pay the Supplier for fully or partially manufactured Goods in respect of which CIMBRIA has: (i) placed a Purchase Order; and (ii) agreed, as part of its termination notice, to pay for. In case of such termination CIMBRIA is entitled to delivery of any Goods or part hereof produced by Supplier until the date of termination. Save as provided in this paragraph, CIMBRIA shall have no liability to the Supplier in the event that CIMBRIA terminates the Agreement in whole or in part for convenience.

### 12. Warranty

During the Warranty period (as defined below) the Supplier warrants to CIMBRIA that the Goods are (a) free from defects in design, material and workmanship; (b) suitable for their intended purpose.

All Goods shall meet the specifications agreed by CIMBRIA. The Goods must be new and unused, not refurbished (the Goods must comply with all applicable laws and regulations including those applying to the place of delivery and the place of use. The Supplier's liability for the Goods does not cover normal wear and tear.

In these Terms the "Warranty period" is the period set out in the Purchase Order or, if no period is set out, a period of:

- a) 36 months from the date of delivery of the Goods; or
  - b) 24 months from the date of commissioning and final acceptance of the Goods;
- whichever occurs later.

The Supplier shall without undue delay, at CIMBRIA's discretion, credit, repair or replace defective Goods at Supplier's cost and risk in the Goods shall pass back to the Supplier at the point at which the Goods are collected (if repair is not performed at CIMBRIA's premises). The Supplier shall reimburse CIMBRIA any documented direct loss incurred as a result of defective Goods. The repair or replacement must be carried out by Supplier at the place where the Goods are located, including dismantling and reassembly to the extent that this is necessary to remedy the defect, unless otherwise agreed by CIMBRIA in writing. If the Supplier fails to remedy the defect within such a final time as requested by CIMBRIA, then CIMBRIA may undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier. Where the Supplier does not successfully remedy the defect within such period, CIMBRIA is entitled to claim damages and/or to terminate the Agreement.

The Supplier's warranty and any rights of CIMBRIA to make a claim under it will be effective even if CIMBRIA has accepted all or a portion of the Goods.

The provisions of the Agreement shall apply to any Goods that are repaired or replaced pursuant to this clause 12.

### 13. Quality and Inspection

The Supplier shall implement adequate quality control processes, including inspection, testing, and traceability measures, to ensure conformance with agreed specifications. The Supplier shall notify CIMBRIA promptly of any known or potential non-conformances, and take immediate corrective actions as required. Records related to quality inspections, tests, and corrective actions must be maintained by Supplier and made available upon request by CIMBRIA.

CIMBRIA reserves the right to audit Supplier's facilities and quality processes, with reasonable notice, to verify compliance with QMS requirements. In case of observed deviations, Cimbría will send a Corrective Action Report to the Supplier. The Supplier shall then provide CIMBRIA with a 8D report within 3 weeks from receipt of such Corrective Action Report, unless otherwise agreed in writing.



A Grain & Protein  
Technologies Brand

## CIMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS

Any changes to processes, materials, or the Supplier's sub-suppliers that may affect quality must be approved by CIMBRIA in writing prior to commencing such change and in any event no later than 8 weeks in advance of the Delivery date or a general lead time if the Purchase Order has not yet been sent. Any cost of such approved change of the Purchase Order shall be on the Supplier's side with no impact on the Delivery date.

CIMBRIA reserves the right to conduct quality audits at the Supplier's premises at any time during the execution of the Agreement. The inspection by CIMBRIA shall not relieve the Supplier of its obligation to supply Goods in conformity with the technical specifications or any other obligations under the Agreement.

### 14. Subcontracting

The Supplier shall not subcontract all or any part of its obligations under the Agreement without prior written approval of CIMBRIA. Subcontracting with such approval shall not relieve the Supplier of any of its obligations and warranties under the Agreement. In any event the Supplier remains fully responsible for the performance of any subcontractor.

### 15. Liability

The Supplier is liable for any damage or loss caused by defects in the Goods, or reproductions thereof, including but not limited to any defects to other products or equipment which the delivered Goods becomes a part of, if the damage or loss caused is by errors or omissions of the Supplier or someone the Supplier is responsible of.

The Supplier shall indemnify, keep indemnified and hold harmless CIMBRIA and its Affiliates and their respective officers, directors and employees, in full against all losses, liability, damages, costs, claims, penalties and all expenses, including reasonable legal fees and expert fees, arising out of the Supplier's provision of the Goods or from Supplier's breach of the terms of the Agreement, including claims, actions or legal proceedings alleging:

- death, personal injury or property damage; and/or
- any design defect within the Goods; and/or
- any violation by the Supplier of any law, rule or regulation applicable to the Supplier or the Supplier's business, facilities or operations, including in relation to the provision of the Goods; and/or
- any act or omission of the Supplier or its employees, agents or sub-contractors in providing Goods, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials.

### 16. Anti-corruption and code of conduct

The Supplier agrees that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made either directly or indirectly as an inducement or reward for the award of the Agreement. Any such practice will be grounds for CIMBRIA to terminate the Agreement and for such other additional actions, civil, criminal or both as may be applicable.

The Supplier agrees to adhere to CIMBRIA's code of conduct issued from time to time.

### 17. Venue and Governing Law

These Terms shall be subject to, construed and interpreted in accordance with the governing law of the respective CIMBRIA Affiliate entering into the Agreement, as set out in the table below, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Any dispute, controversy or claim arising out of or in relation to the Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to the exclusive jurisdiction of the competent courts of the respective CIMBRIA Affiliate entering into the Agreement, as set out in the table below. In case the Parties mutually agree to a non-judicial resolution of any conflict arising under the Agreement, with the exclusion of debt claims, such conflicts will be settled according to Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. The seat of arbitration shall be determined for each CIMBRIA Affiliate as set out in the table below.

| CIMBRIA Affiliate       | Governing Law | Exclusive Jurisdiction of competent courts | Seat of Arbitration    |
|-------------------------|---------------|--------------------------------------------|------------------------|
| Cimbria A/S             | Danish law    | Denmark                                    | Copenhagen, Denmark    |
| Cimbria Heid GmbH       | Austrian law  | Austria                                    | Vienna, Austria        |
| Cimbria HMD S.R.O.      | Czech law     | Czech Republic                             | Prague, Czech Republic |
| Cimbria S.r.l.          | Italian law   | Italy                                      | Bologna, Italy         |
| Cimbria East Africa Ltd | Danish law    | Denmark                                    | Copenhagen, Denmark    |

For the avoidance of doubt the Arbitrator(s) would apply the governing law applicable to the relevant CIMBRIA Affiliate as set out in the table above. Nothing contained in the foregoing provisions of this clause 17 shall prevent CIMBRIA from applying to any appropriate court for an injunction or other like remedy to restrain the Supplier from committing any breach or anticipated breach of the Agreement and for consequential relief.

### 18. Confidential Information

All information, such as know-how, all plans, drawings and information of any kind, disclosed in connection with the formation, negotiation, execution and performance under the Agreement by either party to the other party shall be considered as confidential, unless either party can show the information was publicly known prior to disclosure without any breach of obligations of confidentiality. The parties shall not use the information supplied by the other party for any other purpose than that intended by the Agreement, nor transmit any such information or documentation etc. to any third party (being other than a vendor and/or subcontractor, who shall be bound by the same confidentiality obligations) without the express permission in writing from the other party.



A Grain & Protein  
Technologies Brand

## **CIMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS**

### **19. Intellectual property**

Unless explicitly stated otherwise, nothing in the Agreement shall be interpreted as a transfer of, or grant of any license to use, any CIMBRIA Intellectual Property to the Supplier. All right, title and interest in and to CIMBRIA Intellectual Property shall be and shall remain the sole property of CIMBRIA. The Supplier is not granted any right to copy, modify or create derivative works, sublicense, transfer, sell or otherwise use or dispose of any CIMBRIA Intellectual Property.

All right, title and interest in and to the Supplier's Intellectual Property shall be and shall remain the sole property of the Supplier. CIMBRIA, its customer and any subsequent owner of the Goods is granted a non-exclusive, royalty free, perpetual, worldwide. right to use, copy, modify or create derivative works of the documents provided by the Supplier to CIMBRIA for the purposes of this Agreement and CIMBRIA's contract with CIMBRIA's customer. For the avoidance of doubt the Supplier agrees the supply of the Goods includes a non-exclusive, royalty free, perpetual, worldwide licence for CIMBRIA, its customer and any subsequent owner of the Goods to use the Goods and that such use shall not infringe the Supplier's Intellectual Property in the Goods.

The Supplier shall defend, indemnify, keep indemnified and hold harmless CIMBRIA and its Affiliates, their respective officers, directors and employees, in full against all losses, liability, damages, costs and all expenses, including reasonable attorney fees and expert fees, arising out of or in connection with any claims, demands, actions or legal proceedings, alleging infringement of any Intellectual Property Rights in connection with the supply of the Goods.

In the event that the Supplier is involved in a claim or alleged claim of which it has notice with a third party in connection with Intellectual Property Rights relating to the Goods the Supplier shall promptly notify CIMBRIA in writing, providing full details of the claim or alleged claim.

### **20. Force Majeure**

If the performance of the Agreement or of any obligation hereunder is prevented, restricted or interfered with by Force Majeure, the affected party shall be excused from such performance. If such situation arise and extends for more than 180 days then either party, upon 30 days' written notice, may terminate the Agreement with respect to the unexecuted portion.

### **21. Insurance**

The Supplier shall at all times maintain and keep in force adequate insurance in relation to the Agreement, in particular adequate general- and product liability insurance. As proof of such insurance the Supplier shall provide an insurance certificate to CIMBRIA at any time on request.

### **22. General**

- a) Each party shall not assign or transfer any or all of its rights and obligations under the Agreement without the prior written consent of the other party.
- b) The Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes and replaces with effect from the commencement of the Agreement all previous agreements and any prior correspondence or representations.
- c) Should any discrepancies between the Agreement and any schedules, attachments, annexures, Quotation and statements of work arise, the provisions of the Agreement shall prevail.
- d) Any other terms or conditions endorsed on, delivered with, or contained in the Supplier's sales conditions, confirmation of order, specification or other document shall not form part of the Agreement, unless expressly agreed to by CIMBRIA in writing and by signature of CIMBRIA.
- e) Any variation and changes to the Agreement must be in writing and signed by both parties. An Agreement exchanged by email shall be effective as an original Agreement.
- f) The Supplier may have executed a translation version of the Agreement. In case of any discrepancies, the English version shall prevail.

### **23. Effective date**

The foregoing Terms shall apply to all Purchase Orders from CIMBRIA which are issued by CIMBRIA after 2<sup>nd</sup> June 2025.



A Grain & Protein  
Technologies Brand

## CIMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS

### APPENDIX A: Affiliate companies – Cimbria Group

#### Companies of CIMBRIA :

DK: Cimbria A/S (VAT: DK17523716)  
Denmark +45 9617 9000  
email: [Cimbria.Holding@grainproteintech.com](mailto:Cimbria.Holding@grainproteintech.com)

AT: Cimbria Heid GmbH (VAT ATU18342700)  
Austria +43 2266 699  
email: [Cimbria.Heid@grainproteintech.com](mailto:Cimbria.Heid@grainproteintech.com)

CZ: Cimbria HMD S.R.O. (VAT CZ15036723)  
Czech Rep. +42 0464 601 311  
email: [Cimbria.HMD@grainproteintech.com](mailto:Cimbria.HMD@grainproteintech.com)

IT: Cimbria S.r.l. (VAT IT02864551201)  
Italy +39 0542 361423  
email: [seainfo@grainproteintech.com](mailto:seainfo@grainproteintech.com)

KE: Cimbria East Africa Ltd (VAT P000605744W)  
Kenya +254 709459000  
email: [info@cimbria.co.ke](mailto:info@cimbria.co.ke)

*Email addresses and telephone numbers are informative only and may be varied from time to time without change of the Terms.*