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CIMBRIA GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

In these Terms and Conditions:

- “Agreement” means a written agreement between the Supplier and the Customer for the sale and purchase of Goods and Services incorporating these Terms and Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;
- “Customer ” means the named party in the Agreement or the Order;
- “Documentation” means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;
- “Force Majeure” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Agreement including fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Agreement, strike, lockout or boycott or other industrial action including those involving the Supplier’s or its suppliers’ workforce, but excluding the Customer’s inability to pay or circumstances resulting in the Customer’s inability to pay;
- “Goods” means any product, equipment, component or part specified in the Order and to be supplied by the Supplier to the Customer;
- “Order” means the Customer’s order for the Goods and Services;
- “Quotation” means the Supplier’s quotation for the Goods and Services to which these Terms and Conditions shall always apply;
- “Scheduled Delivery Date” means the date scheduled by the Supplier for the delivery of the Goods or, if the Goods are to be delivered in partial deliveries, any date scheduled by the Supplier for a partial delivery of any part of the Goods;
- “Services” means the services set out in the Order and to be supplied by the Supplier to the Customer;
- “Site” means such premises owned, used or operated by the Customer that has been designated for delivery or where the Goods shall be installed or put into operation;
- “Supplier” means the entity described as the supplier in the Order;
- “Supplier Intellectual Property” means all intellectual property rights developed and/or owned by Supplier.

2. General

- (a) An Agreement will not come into effect until a formal acceptance of Order is issued to the Customer by the Supplier. Once such formal acceptance is issued, the Order cannot be changed or cancelled without the written approval of both the Supplier and the Customer;
- (b) Each accepted Order shall constitute a separate Agreement governed by these Terms and Conditions unless the Supplier and the Customer have entered into a separate signed agreement, based on the Supplier’s standard form. No variation of these Terms and Conditions or to the Agreement, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier;
- (c) No other terms or conditions endorsed on, delivered with, or contained in the Customer’s purchase conditions, order, confirmation of order, specification or other document shall form part of the Agreement;
- (d) The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the Supplier’s written acceptance of the Order;



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- (e) The Quotation shall remain in effect for maximum time of 30 calendar days from the date on which the Supplier submitted the Quotation, unless a shorter time is set out in the Quotation, after which time it shall automatically lapse and be withdrawn;
- (f) All the preparatory works, e.g. foundation, civil and other works, building permissions and any other permits and licenses not included in the Agreement are the Customer's obligation. The Customer is responsible for safety at and access to the Site. The Customer shall ensure that the Site is prepared and suitable for testing and commissioning of the Goods;
The Customer shall be entirely responsible for ensuring that existing equipment at the Site (if any), or other materials provided by the Customer for operation with the Goods are in operational order, even if such equipment was previously supplied by Supplier. The Supplier has no responsibility for the performance of any existing equipment at the Site or for any works or other materials provided by the Customer. This Clause does not affect any existing warranty obligations (if any) provided by Supplier in respect of equipment previously supplied by it;
- (g) The Supplier will have no liability for any impact on the Goods or Services arising out of local currency control.

3. Price and payment

- (a) The price for the Goods/Services shall be as set out in the Quotation ("Price") which shall be exclusive of VAT or other taxes. The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice. All local taxes, customs duties, clearance charges, license charges, permits and fees, withholding tax and other public charges outside the Supplier's country(s) of shipment(s) are to be borne by the Customer. The Customer assumes further all the costs of any local customs duty, import tax/duty/sales or any other local tax/fees, charges, etc., which may be applicable for importation to the country of installation. This includes all container fees, storage fees and any other legally imposed fees, incurred in cases where Goods are being held up by customs. All inspection costs, if any, shall be paid by the Customer;
- (b) Unless otherwise agreed in writing, the Price includes all costs for packing and marking of Goods as well as costs for delivered Documentation. Any additional costs, including but not limited to the costs of delivery, other freight costs and insurance costs shall be borne by the parties as set out in the Quotation. In cases where additional costs arise which are not explicitly allocated to either party, such costs shall be borne by the Customer;
- (c) All shipment costs (including, by way of example, freight, containers, and other logistics costs) disclosed by the Supplier to the Customer before the actual shipment are only indicative and the Supplier does not warrant or guarantee them. The Customer shall bear the shipment cost at its actual price as it is at the time of the shipment;
- (d) In the event that any dates stated in the Quotation for performance of its obligations by the Customer are postponed for whatever reason or the Quotation expires, whichever comes first, the Supplier shall have the right to increase the Price. The Supplier also reserves the right to add a surcharge to the Price (to be calculated in its discretion) to cover any increases in costs related to, for example, raw materials, third party equipment, other components, energy, labour or other cost increases prior to procurement or production. Upon request, the Supplier shall provide reasonable documentation of such Price changes. Furthermore, the Supplier reserves the right to adjust the Goods production slot according to supply/production restrictions;
- (e) All payments under the Agreement must be made in the currency set out in the Quotation and to the bank account nominated in writing by the Supplier in accordance with the payment terms set out in the Quotation;
- (f) Ownership of the Goods shall pass to the Customer only upon receipt by the Supplier of payment in full of all monies owed by the Customer pursuant to the Agreement in respect of the Goods;
- (g) If the Customer is based in the UK or Germany, the retention of title provisions set out in the Quotation apply and prevail over Clause 3 (f);
- (h) The retention of title shall not affect the transfer of risk under Clause 4.



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4. Delivery and OPI

- (a) The delivery of Goods is governed by Incoterms 2020 and if not otherwise specified in the Quotation it shall be ex works (EXW);
- (b) All risk in and responsibility for the Goods shall pass to the Customer according to the relevant Incoterm (2020);
- (c) The Customer assumes all responsibility and costs for offloading as well as storage and safekeeping of the Goods at the Supplier's Site or a depot or the Site, depending on the delivery Incoterm;
- (d) Should the Customer fail at the Scheduled Delivery Date to collect the Goods (or the relevant part of them), to accept a delivery of the Goods (or the relevant part of them) or to take all necessary steps to enable a delivery of the Goods (or the relevant part of them) at the Scheduled Delivery Date, then the Supplier shall be entitled, at its option, by written notice to the Customer to do any one or more of the following: store such Goods (including in an external warehouse) for such period as the Supplier in its discretion determines, insure such Goods on such basis and for such period as the Supplier in its discretion determines, pass risk in such Goods to the Customer (if this has not already occurred) and at the same time deem delivery to have occurred (if this has not already occurred) regardless of whether delivery would ordinarily have occurred under any applicable Incoterm and, notwithstanding any other terms to the contrary, invoice the Customer for the price of such Goods (or any balance thereof). All storage costs, transportation costs to the storage warehouse and any additional costs caused by the failure to collect or accept delivery or to take all necessary steps to enable delivery shall be borne by the Customer in the amount actually incurred. The Customer shall pay any invoice for the price of such Goods (or any balance thereof) and for any of the above costs within the time period stated on the invoice.

From the effective time of the Supplier's written notice under this Clause 4 (d) to the Customer that the Supplier is storing such Goods, the Supplier shall have no liability to the Customer for any loss or damage in relation to the Goods even if caused by the Supplier's negligence, unless otherwise expressly agreed by the Supplier in writing.

- (e) Unless otherwise agreed by the Supplier in the Quotation, the Customer is responsible for the procurement of the necessary licenses and submission of permits required for import of the Goods. The Customer shall be responsible to apply for and obtain all necessary customs clearance documentation and bears all responsibility, costs, risks and liabilities in connection with customs clearance. All additional costs incurred by the Supplier as a consequence of delays in customs clearance due to lack of import license or late payment by the Customer of duties/tax/VAT etc. shall be covered by the Customer. Upon request, the Supplier will provide the Customer with a statement of origin regarding the delivered Goods.
- (f) The Goods shall be delivered in export packing which the Supplier considers is suitable for the type of Goods.

5. Defect/shortages

- (a) Within five (5) days of the arrival of each Good at the Site, the Customer shall inspect each Good for defects and/or shortages. In case any defects/shortages are identified during such inspection, the Customer shall within five (5) days of the arrival of such Goods at the Site give written notice to the Supplier, which shall include a reasonably detailed description of the concerned Good, quantity and alleged defect/shortage along with supporting evidence that demonstrates the nature of the defect/shortage. If no defect/shortage is identified during such inspection or any defect is remedied by the Supplier the Customer shall declare acceptance of the Goods in writing (email is sufficient). Such acceptance is deemed to have been given in cases where the Customer fails to give written notice of defect/shortage in accordance with this Clause;
- (b) The Supplier will not be liable for any defects in the Goods which were present at the time of delivery but not notified to it pursuant to Clause 5(a);
- (c) If the Supplier accepts that the Goods are defective, the Supplier will bring them into the state required to comply with the warranty pursuant to Clause 7 and the Customer will provide the Supplier with such access to the Site to facilitate this. In respect of the shortages solely attributable to proven fault of the Supplier, the Supplier, at its own discretion, shall deliver to the Customer any missing Goods. In case of any defect, the Customer shall not be able to claim damages from the Supplier, but only restitution in kind.



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6. Delays

- (a) The Supplier is in delay if the Goods are not shipped at the time for delivery, solely due to the Supplier's fault (but not due to reasons outside the Supplier's control) ("Delay"). If the Customer considers there to be a Delay then it will notify the Supplier in writing of such Delay for the Supplier to determine whether: (i) a Delay exists; and (ii) whether the Delay was solely due to the Supplier's fault.
- (b) If the Supplier agrees that a Delay has occurred, as its sole and exclusive remedy the Customer has the right to claim liquidated damages (flat-rate damages) of 0.5% of the that portion of the Price allocated to that Good (or part of it) which is the subject of the Delay per completed week of Delay. The parties acknowledge that no compensation is owed due to any Delay, except as provided for in this Clause.
The total liquidated damages shall not exceed 5 % of the Price and can only be claimed if the Customer has incurred costs or expenses as a result of the Delay and such costs and expenses have been evidenced to the Supplier.
- (c) The liquidated damages shall only be imposed with formal written notice, and such notice shall be accepted by the Supplier. Liquidated damage is the only remedy in case of delay except for termination.
- (d) The Customer will forfeit his right to liquidated damages if he has not forwarded a written notice for such damages within 6 months after the occurrence of the Delay.

7. Warranty

- (a) The Supplier warrants to the Customer that the Goods manufactured are designed and produced free from major defects in material and workmanship in accordance with the proper and customary use of the Goods as intended by the Supplier to be used, and only if used under conditions of operation provided for and in compliance with all instructions provided by the Supplier for a period of:
 - (i) eighteen (18) months from the date of Delivery;
 - (ii) twelve (12) months from the date of commissioning of the delivered Goods. The Customer must inform the Supplier in writing of the commissioning date;
 - (iii) twelve (12) months from the date of first use of the Goods;whichever occurs first.
- (b) The Supplier warrants to the Customer, in respect of every supply of spare parts, the spare parts supplied are free from major defects in material and workmanship in accordance with the normal and customary use of the Goods as intended by the Supplier to be used, specifically when used in an ordinary and customary manner under conditions of operation provided for and in compliance with all instructions provided by the Supplier for a period of:
 - (i) twelve (12) months from the date of Delivery; or
 - (ii) six (6) months from the moment the supplied spare parts are installed by the Supplier personnel or by an authorized Supplier dealer or agent, or any other Party acting on the behalf of the Supplier;whichever occurs first.
- (c) The Supplier shall have no liability for defects which are caused by faulty maintenance or faulty repair by the the Customer or alterations carried out without the Supplier's written consent. The Supplier is also not liable for defects arising out of materials or works provided by the Customer, or a design stipulated or specified by the Customer. The Supplier is liable only for defects, which appear under conditions of operation provided for and under proper use of the Goods. The Supplier's liability does not cover normal wear and tear. The Supplier has no responsibility after the expiry of the relevant warranty period referred to above.
- (d) To the maximum extent permitted by law, the warranty and the remedies set forth in these Terms and Conditions are exclusive and in lieu of all other warranties and remedies, whether statutory, oral or written, express or implied.
- (e) Warranty claims under this Clause 7 shall be handled in accordance with the Supplier's standard warranty policy.



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8. Liability

The Supplier shall not in any circumstances be liable to the Customer for:

- i. any loss of business, loss of production, loss of profit, loss of goodwill, loss of opportunity, loss or corruption of data, loss of anticipated savings, punitive damages, special damages or consequential and indirect losses of any kind;
- ii. any damages in excess of EUR 500,000.00 (five hundred thousand Euro) or the overall price of the Goods in respect of which the liability relates, whichever of these amounts is lower;
- iii. any damages resulting from slight negligence;
- iv. any damages resulting solely or partially from environmental factors, facilities, equipment, previously delivered Goods (after the end of the respective warranty) or other factors present at the Site;
- v. any damage to property caused by the Good after it has been delivered and whilst it is in the possession of the Customer. If the Supplier incurs liability towards any third party for such damage the Customer shall indemnify the Supplier and hold him harmless.
- vi. any damages of a third party, unless mandated by applicable law; or
- vii. damages resulting from Force Majeure.

9. Anti-bribery

- (a) The Customer agrees that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made either directly or indirectly, as an inducement or reward for the award of the Agreement. Any such practice will be grounds for the Supplier to terminate this Agreement and for such other additional actions, civil, criminal, or both as may be applicable;
- (b) The Customer and the Supplier agree that for the purposes of the Agreement, only adherence to the Supplier's code of conduct provided from time to time shall be decisive.

10. Force Majeure

- (a) 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;
- (b) If delay is excused under this Clause and extends for more than one hundred and eighty (180) days then either party, upon thirty (30) day's written notice, may terminate the Agreement with respect to the unexecuted portion. The Customer shall pay for Services carried out before the termination, and Goods delivered, and for all the documented unrecoverable incurred costs.

11. Change orders

- (a) If the Customer wishes to make a change to Goods/Services, it shall provide the Supplier with a written modification request containing the new technical specifications;
- (b) The parties shall then enter into good faith negotiations on the possibility of changes and modifications to the Goods/Services, with the Supplier being in no way obligated to accept any change or modification requests;
- (c) Any change, modification or time extension shall be subject to agreement by both parties in writing and all additional costs relating to change, modification or time extension shall be borne by the Customer in the amount actually incurred with the Supplier also being entitled to increase the Price by a fair amount, taking into account the nature of the change, modification or time extension.

12. Inspections

Inspection and/or testing of the Goods by the Supplier prior to shipment is not within the scope of the Agreement. If this is required by the Customer, it will be subject to the Supplier's written agreement (which can be withheld or provided at its discretion). Any such agreement may be conditional upon additional costs being paid by the



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Customer and/or an extension of time relating to the performance of the Supplier's obligations under the Agreement.

13. Confidentiality

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.

14. Supplier Intellectual Property

The Customer acknowledges the Supplier's exclusive ownership of copyrights, patents, trade secrets and any other Supplier Intellectual Property (whether registered or unregistered) and acquires no right, title or interest in or to this hereunder. The Supplier may, in its discretion, provide the Customer with a copy of any software delivered with the Goods. If the Supplier does provide such software then the Customer shall be entitled to use it, on a non-exclusive basis, only for the purpose of operating the Goods in accordance with any applicable instructions or user manuals of the Supplier but the Customer acknowledges that such software is provided on an "as is" basis, without warranty as to functionality, fitness for purpose or freedom from defects. The parties acknowledge and agree that the Supplier will hold all intellectual property rights in the software including, but not limited to, copyright and trademark rights. The Customer agrees not to claim any such ownership in the software's intellectual property at any time prior to or after the delivery of the software.

15. Termination

- (a) In addition to any rights or remedies the parties may have pursuant to statutory law, the Agreement may be terminated in whole or in part immediately by notice in writing given by one party (the non-breaching party) to the other as a result of any of the following events:
- (i) a material breach by the other party of any provision of the Agreement, which persists more than ninety (90) calendar days following receipt of written notice of such breach from the non-breaching party;
 - (ii) non-payment by the Customer for more than 60 days beyond the due date for payment of any outstanding amounts under the Agreement;
 - (iii) the Customer has failed within 60 days (or such longer period as notified in writing by the Supplier) of the Scheduled Delivery Date to collect the Goods (or a part of them) or to accept a delivery of the Goods (or a part of them) or to take all necessary steps to enable a delivery of the Goods (or a part of them) within that 60 days (or such longer period as notified in writing by the Supplier) of the Scheduled Delivery Date and notwithstanding that the Supplier may have stored the Goods;
 - (iv) 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;
- (b) Upon termination or expiry of the Agreement and in addition to any rights or remedies the parties may have pursuant to law:
- (i) the Customer shall remain obligated to pay for the Goods already delivered or procured for the fulfilment of the Agreement, or for any finished as well as semi-finished products not delivered;
 - (ii) the Customer shall remain obligated to pay all outstanding invoices;
 - (iii) the Supplier may resell any of the Goods without any obligation or liability to the Customer and retain any proceeds of sale;
 - (iv) the Supplier may retain any sums already paid by the Customer in relation to the Goods;
 - (v) the Supplier shall be entitled to compensation for loss that the Supplier has suffered by reason of the Customer's default and the subsequent termination or expiry of the Agreement; and



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- (vi) the Customer will return all confidential and/or proprietary information held regarding the Supplier or its Goods.
- (c) A change of corporate ownership/change of control of the Supplier does not require any prior or subsequent consent from the Customer and shall not constitute any grounds for the Customer to terminate the Agreement as a result of it.

16. Export Regulations

The Customer shall not re-export, directly or indirectly, any Goods received from the Supplier under the Agreement to the Russian Federation or Belarus or for use in the Russian Federation or Belarus if such Goods fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or any other equivalent provision under applicable laws or regulations, including, but not limited to, the United States or any other national or federal government authority export controls, sanctions, laws and/or regulations. Furthermore, the Customer shall not use any intellectual property rights, trade secrets, or other information granted or conferred by the Supplier in connection with any common high priority items as listed in Annex XL of Council Regulation (EU) No 833/2014 or any other equivalent provision under applicable laws or regulations that are intended for sale, supply, transfer, or export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus. The Customer agrees to indemnify, to the fullest extent permitted by law, the Supplier from and against any losses, damages, fines or penalties that may arise as a result of the Customer's breach of this Clause. The Customer must also immediately notify the Supplier in case of any such breach, even if unintentional. The Agreement may be terminated immediately by notice in writing by the Supplier if the Customer commits a breach of this Clause.

17. Governing Law and Jurisdiction

- (a) The Agreement resulting from the Order and the acceptance of it and any dispute arising out of, or in connection with this Agreement (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of the Supplier's jurisdiction (with the exclusion of any conflicts of jurisdiction law and excluding the United Nations Convention on Contracts for the International Sale of Goods) save in circumstances whereby:
 - i. The Supplier is Cimbria East Africa Limited; or
 - ii. The Supplier is Cimbria S.r.l. and the Customer is located in a country other than Italy,in which cases this Agreement shall be governed by the laws of Denmark.
- (b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be: (i) subject to litigation (the exclusive jurisdiction of the courts); or (ii) if agreed by the Supplier and the Customer, referred to and finally resolved by arbitration under the rules of the International Chamber of Commerce, which rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of litigation or arbitration shall be as follows:
 - i. where the Supplier is Cimbria A/S or Cimbria East Africa Limited, the seat or legal place of litigation or arbitration shall be Copenhagen;
 - ii. where the Supplier is Cimbria Heid GmbH, the seat or legal place of litigation or arbitration shall be Vienna; and
 - iii. where the Supplier is Cimbria S.r.l., the seat or legal place of litigation or arbitration shall be Bologna save where the Customer is located in a country other than Italy, in which case the seat or legal place of litigation or arbitration will be Copenhagen.
- (c) Notwithstanding any decision to commence arbitration, Supplier retains the right to bring proceedings in any court of competent jurisdiction to seek interim or conservatory measures, to enforce any arbitral award or to enforce any aspect of this Agreement.

18. Effective date

The foregoing Terms and Conditions shall apply to all Orders from the Customer which are accepted by the Supplier after 10th April 2026.