

GENERAL TERMS AND CONDITIONS OF SALE 2024

THE NETHERLANDS

1. APPLICATION AND DEFINITIONS

- 1.1 These General Terms and Conditions of Sale ("**GTCs**") apply to and will be deemed incorporated by reference into all agreements for the sale and delivery of goods by the relevant OllecoBunge entity ("**Seller**") and its buyers ("**Buyer**"), (each individually also referred to in these GTCs as a "**Party**" and together, the "**Parties**") whether agreed by the Parties by email, phone, automating electronic system or otherwise and/or confirmed through a third-party broker or intermediary ("**Contract Confirmation**"). These GTCs and the applicable Contract Confirmation, together shall constitute the "**Agreement**". To the extent that there is a conflict or inconsistency between the GTCs and the Contract Confirmation, the former will prevail unless the latter deviates unambiguously and with reference to the clause in the GTCs from which it is meant to deviate.
- 1.2 Unless otherwise agreed in writing, these GTCs govern all sales and deliveries effected by Seller, and supersede all prior terms (whether oral, written or otherwise) between the Parties. Buyer shall not, without Seller's explicit approval, reference or otherwise attempt to apply its own terms and conditions and any such acts are void; any contradictory or supplementary terms and conditions of the Buyer are hereby expressly rejected and excluded, even if notified to the Seller and/or Seller does not expressly object to such terms and conditions.
- 1.3 Buyer acknowledges that it has been notified, had knowledge of and has accepted these GTCs and, notwithstanding any failure of Buyer to sign or counter-sign the Agreement, the validity or applicability of the GTCs stated above and hereinafter shall not be affected. If any provisions of these GTCs are void or nullified, the remaining provisions shall continue to apply in full.
- 1.4 The title and headings used in these GTCs are for convenience only and have no legal effect whatsoever upon the text. Any conflict or inconsistency between any such heading and the text shall be resolved in favour of the text. The English language version of the Agreement and these GTCs shall be controlling in all respects and shall prevail in case of any inconsistencies with any translated versions.

2. PRICES

- 2.1 Unless expressly agreed otherwise in writing, all prices stated are exclusive of any taxes and duties. Where Seller is required to account to any tax authorities for any tax, Buyer shall, on request, promptly pay to Seller an amount equal to such tax in addition to the sales price, such that the Seller receives the agreed amount in full despite such taxes.
- 2.2 The Buyer acknowledges that the sales price is based on certain price determining factors (including, without limitation availability or pricing of raw material, warehousing costs, electricity costs, freight & packaging charges and availability, surcharges, changes to relevant laws and regulations, insurance costs, and any force majeure event) as known to Seller at the time when the Agreement was concluded. If, as a result of events or circumstances beyond the reasonable control of Seller, the costs of these price determining factors becomes higher for Seller, then Seller shall be entitled to: (a) charge such higher costs to Buyer and increase the agreed price accordingly; or (b) reduce the quantity of the order until the effects of the increased costs have been mitigated for Seller; or (c) delay, in whole or in part, the delivery of an order until the costs of such price determining factors beyond Seller's reasonable control have gone down to the same level they were at the moment of conclusion of the Agreement. Seller shall inform Buyer of any material increase to price determining factors beyond its reasonable control promptly and in mutual agreement with Buyer choose between options (a) through (c) in the previous sentence. Should Parties not be able to agree on the best option within 5 business days after receipt of notification, both Parties shall be deemed to have opted for option (a) and it shall apply.
- 2.3 If, in relation to goods to be delivered to the Buyer and during the term of the Agreement, Seller has to make any payments of any taxes, import, transit or export duties, product board levies and similar payments, which result from measures taken by any governmental, intergovernmental or supranational body, agency, department or any regulatory, self-regulatory or other authority or organisation (and which were not factored into the agreed-upon price at the moment of concluding the Agreement) then Seller shall be entitled to charge Buyer for the relevant additional costs.
- 2.4 The price agreed for any goods is exclusive of any costs (including, without limitation, any costs for transport, packaging, boxing, or storage), expenses, charges, fees, levies, duties attaching to the performance of the relevant Agreement, unless otherwise stated in writing by Seller.

3. PAYMENT

- 3.1 Buyer shall ensure full payment is made within thirty (30) calendar days after the relevant invoice date unless explicitly agreed otherwise. Buyer's breach of the previous sentence is considered a material breach which can still be cured by Buyer by making payment within six (6) calendar days following the expiration of the original 30-day payment term. Once that term to cure has lapsed without cure, Buyer will automatically be in default with no further notice thereof being required.
- 3.2 Unless explicitly agreed otherwise, all sums payable to Seller in connection with an Agreement shall be paid by Buyer on the bank account designated by Seller, without any setoff, withholding, deduction and counterclaim whatsoever.
- 3.3 Seller shall at any time have the right to require payment in advance, immediate payment of all sums owing (whether already due or not) or the provision of adequate security in relation to any delivery. Seller shall be entitled, without liability, to suspend the performance of its obligations if and for so long as Buyer does not provide payment, or the security requested, in the appropriate form and time. Seller shall not be required to perform any of its obligations in connection with that or any other Agreement with the Buyer, pending full payment, receipt of appropriate security, or any other default by Buyer. All storage and other reasonable costs incurred in this respect shall be for Buyer's account and become payable on request.
- 3.4 Without prejudice, and in addition, to Seller's right to suspend performance of its obligations as provided for in Article 3.3 above, in the event that Buyer (i) fails to comply with any term of payment stipulated in these GTCs or the Agreement; (ii) fails to effect payment of any amount(s) due under any other contract or agreement between Buyer and Seller or between the Buyer and any of Seller's affiliated entities; or (iii) in the event payment is by any documentary credit, Buyer fails to open such documentary credit in accordance with any agreed terms or deadline, then Seller has the right to carry out any one or more of the following non-exhaustive, cumulative, list of remedies:
 - 3.4.1 proceed with collection of such sums without any further notice of default, together with interest at the rate of three (3) % above the legal interest rate applicable in the country where the goods have been or are intended to be loaded, pro-rata on a monthly basis, from the date the payment is due until actual payment is received from Buyer; and/or
 - 3.4.2 add any costs, expenses and damages incurred by Seller to the sales price and/or charge the Buyer with any such costs, expenses, and damages, which will become immediately due and payable; and/or
 - 3.4.3 terminate the relevant Agreement with immediate effect and/or sell the goods to another counterparty of its choice and claim for any damages; and/or
 - 3.4.4 postpone or extend the shipment or delivery period under the Agreement at Seller's sole discretion and option; and/or
 - 3.4.5 demand immediate payment of all amounts outstanding, whether due or not, actual or contingent.
- 3.5 In addition to the principal sum and interest payable due to late payment, Buyer shall be liable for all expenses (including solicitors fees) which Seller may incur for the purposes of collecting the debt and securing its entitlements.
- 3.6 In case of any default by Buyer under this Article, Seller shall have the right to declare that the joint and several claims of all or part of the invoices due and owing from Buyer to Seller or from Buyer to any of Seller's affiliated entities be immediately due and payable, whereupon these shall become immediately due and payable.
- 3.7 Buyer further hereby expressly agrees that Seller may at all times offset and/or deduct any amounts whatsoever that (A) Seller or any of its affiliates (together the "**Seller Interests**") owe the Buyer or any of its affiliates (together the "**Buyer Interests**"), against (B) any amounts whatsoever that the Buyer Interests owe the Seller Interests, under or in connection with any Agreement or under or in connection with any other agreement between any of the Buyer Interests and the Seller Interests.

4. DELIVERY, TITLE AND RISK

- 4.1 Seller warrants that the goods shall be in accordance with the written and signed specifications agreed upon by the Parties for such goods at the time of delivery. Should Seller have delivered goods which are not in accordance with the specifications agreed upon with Buyer (or not in accordance with food safety standards or applicable law), and should this non-conformity be demonstrably attributable to Seller and not due to Force Majeure, Seller shall (a) promptly at its own expense replace the goods that are not in conformity; or (b) refund Buyer part of what it has already paid to Seller proportionate to the portion of the goods not in conformity. This is Buyer's and Buyer's affiliates' sole and exclusive remedy for breach of this warranty.
- 4.2 Delivery shall occur when the goods are placed at disposal of the Buyer at the place indicated in the Agreement and/or the Contract Confirmation. Where the Buyer is required to specify the exact quantity of goods and/or delivery date within an agreed delivery period, Buyer shall do so in writing no later than thirty (30) local business days before the preferred delivery date. Seller shall make reasonable efforts to comply with the delivery date so indicated by Buyer. Where Buyer fails to comply with the notification requirement in this Article 4.1, Seller shall be entitled to claim for any Losses (as defined in Article 6.1) from Buyer, suspend and/or cancel any pending delivery and/or terminate any Agreement with Buyer.
- 4.3 Partial deliveries are allowed at Seller's sole option.
- 4.4 Subject to Article 4.8, risk to the goods shall pass from Seller to Buyer on delivery of the goods. Storage of the goods shall be at Buyer's risk from the moment of delivery, even if the title to the goods has not yet been transferred. Therefore, Buyer shall remain liable for the purchase price, regardless of any destruction or deterioration of the goods, unless the cause of such destruction or deterioration is attributable to Seller.
- 4.5 Title to the goods (*eigendom*) shall not pass to the Buyer until Seller has received full payment for the goods in accordance with the Agreement and notwithstanding the occurrence of delivery.
- 4.6 Until such time as title passes to Buyer in accordance with Article 4.4 above, where the Buyer (i) fails to timely pay for goods delivered and (ii) has onsold the goods, in addition to any other remedies the Seller may have, Seller shall be entitled to all proceeds of such sale. The Buyer herewith agrees to disclose all relevant documents to Seller in order to prove the amount of such proceeds.
- 4.7 Unless expressly agreed, Seller disclaims, to the fullest extent permitted by applicable laws, any and all warranties, express or implied (including, without limitation any implied warranties as to merchantability, fitness for a particular purpose).
- 4.8 Buyer shall provide Seller in a timely manner with all information, specifications, and documentation required or desirable for Seller to perform its obligations in connection with any Agreement.
- 4.9 In the event the delivery place is not at the Seller's premises, Buyer shall bear any risk of deterioration in the goods which are inherent to the transit.
- 4.10 Seller will take reasonable steps available to deliver the goods on the dates agreed but it shall not be liable to Buyer in any way if delivery is not made on such date. Seller shall use reasonable efforts to reschedule any such delivery as soon as practically possible.
- 4.11 Buyer shall inspect the delivered goods immediately after delivery for any defects and shall notify Seller thereof in writing as soon as possible, and in any event no later than, the sooner of, (a) three (3) months after the goods have been delivered; or (b) prior to any subsequent processing of, mixing of, or combining (other materials) with, the goods, with details thereof, failing which all and any claims

from the Buyer resulting from warranties or defects to such goods shall be absolutely barred. The aforementioned inspection must include an inspection of the nature, quality, and quantity of the delivered goods. To the extent that the inspection discovers possible defects with food safety and similar standards, the Buyer must report these in written detail to Seller within 24 hours after becoming aware of them. Notwithstanding anything to the contrary, failing to report such possible defects within the aforementioned timeframe shall preclude Buyer from bringing any claims for damages or otherwise on that basis against Seller and the goods will have been deemed accepted and in accordance with the Agreement.

- 4.12 Seller shall not be liable for defects caused by the Buyer or transport companies due to (i) not following directions given by Seller pertaining to, without limitation, location, storage, cooling, testing, assembly, inspection, or maintenance, and/or (ii) not using the degree of diligence and reasonableness ordinarily expected from undertakings engaged in business similar to that of the Buyer or the relevant transport companies, and any claim in that respect is absolutely barred.
- 4.13 Buyer shall comply with all legislation and governmental measures relating to food safety, traceability and recall. Buyer shall immediately inform Seller in writing of any claim by third parties or authorities, product liability and recall issues and shall cooperate, fully at Buyer's cost, with Seller and the relevant authorities as required or directed. To the extent that such claims by third parties or authorities relate to goods delivered by Seller and should Buyer wish to claim damages or use other remedies against Seller, Seller may ask, and Buyer shall promptly provide, substantiation of the claim, incl. copies of any correspondence with third parties and authorities, copies of investigative reports, samples of the goods (whether processed or not), etc.

5. FORCE MAJEURE

- 5.1 Seller shall be entitled to suspend (without liability) its obligations in connection with any Agreement, where its performance is hindered (fully or partially) or rendered impossible by an event of Force Majeure (as defined below). Any agreed time for Seller's performance shall be correspondingly extended for as long as performance of all or part of its obligations are delayed, hindered or rendered impossible by an event of Force Majeure. "**Force Majeure**" means any event or circumstance that is beyond Seller's control (whether foreseeable or not) and as a result of which Seller cannot, temporarily or permanently, comply with the relevant Agreement. Force Majeure must always be understood to include, without limitation, all of the following: war (whether declared or not), terrorism, revolution, riots, labour unrest, industrial strike, fire, weather conditions, flooding, transport restrictions, illness including epidemic and pandemic, government or public measures (including price restrictions, import and export restrictions), crop failure, equipment or machine failure that is not the result of poor maintenance, industrial accidents, disruption in the supply or provision of raw materials, energy or required operating resources, non-availability of appropriate materials (in the same quality and quantity) at the time of delivery, or any other similar event or circumstance. Inability to pay invoices due, for whatever reason, shall never be considered a Force Majeure event for Buyer.
- 5.2 Should the Force Majeure event last longer than 90 calendar days, either Party may – through written notice to the other Party – terminate the affected Agreement(s) for convenience (*opzeggen*) in whole or partially without being liable towards the other Party.
- 5.3 Nothing in this Article 5 or otherwise shall relieve the Buyer from its obligation to pay amounts already due under the affected Agreement(s) prior to the notice of Force Majeure, nor shall anything in this Article 5 or otherwise relieve Buyer from its obligation to pay amounts due under other (parts of) Agreement(s) not affected by the Force Majeure and which Seller continues performance.

6. BUYER DEFAULT

- 6.1 If at any time Buyer fails to take delivery of any purchased goods (pursuant to e.g. an order, sales contract or a periodical volume commitment), Seller shall be entitled, without the need for a notice of default and without legal proceedings being required, to immediately request and obtain the payment in respect thereof (along with any default interest per Article 3.4.1) before effecting delivery and/or to terminate the Agreement and claim for any losses, damages and costs whatsoever arising in connection with Buyer's failure to take delivery ("**Losses**"). Buyer agrees to indemnify and hold Seller harmless on demand, to the fullest extent permitted and on an after-tax basis, in respect of any Losses as claimed by Seller.
- 6.2 Without prejudice to (and not in substitution of) any other remedy Seller may have (at law, under an Agreement or otherwise) Seller shall also be entitled to the following remedies:
- 6.2.1 Charge the Buyer with any costs, expenses, interest (at the rate in Article 3.4.1) and damages, incurred by Seller and add them to the sales price, including without limitation adding any additional storage costs; and/or
- 6.2.2 postpone or extend the delivery period until such time as Buyer performs its payment obligations under the Agreement; and/or
- 6.2.3 postpone and/or suspend any of its obligations under any Agreement between Buyer and Seller or any of Seller's affiliates, without liability and/or
- 6.3 For the avoidance of doubt, Seller's Losses include, without limitation, loss of foreign exchange, hedging losses and losses connected to market fluctuation of the prices.

7. LIABILITY

- 7.1 In no event shall Seller be liable towards Buyer and Buyer's affiliates for any consequential, indirect, incidental, special or exemplary losses, loss of turnover, loss of profit, loss of opportunity, or damage to goodwill or reputation.
- 7.2 Subject always to Clause 7.1, Seller's maximum liability to compensate Buyer or Buyer's affiliates, regardless of the legal basis for the claim (e.g. contract, tort, product liability, breach or performance of indemnity, warranty, or otherwise) shall never exceed per claim 200% of the total amount of fees received from Buyer for the respective Contract Confirmation to which the damage-causing event relates or that otherwise gave rise to the loss or damages being claimed. To the extent that the damage-causing event relates to more than one Contract Confirmation, this will be treated as one single Contract Confirmation and Seller's liability shall never exceed 200% of the total amount of fees received from Buyer for the Contract Confirmation with the highest value.
- 7.3 Any exclusions and limitations of liability in this Clause shall never apply to loss or damages as a result of willful misconduct or gross negligence (*opzet of bewuste roekeloosheid*) of either Party or its senior management, nor shall these exclusions and limitations apply beyond the extent to which applicable mandatory law (*dwingend recht*) permits this.
- 7.4 Where a delay in transportation, that is not directly caused by or attributable to acts or omissions of Seller, occurs, the delivery period shall be extended (without Seller's liability) for the period of time as may be reasonably necessary to reschedule the relevant delivery. Additionally, Seller is entitled to delay the delivery if, at its discretion, this would cause it to breach the Agreement or relevant laws and regulations and the delivery period shall be extended (without Seller's liability) for the period of time as may be reasonably necessary to reschedule the relevant delivery.
- 7.5 All claims against Seller in respect of loss or damages will be deemed to be waived and absolutely barred, unless a fully documented claim is brought and notified by Buyer to Seller in writing no later than twelve (12) months (and in certain instances, a shorter notice period applies in this Agreement) after delivery of the goods.
- 7.6 Buyer shall take such measures as are reasonable in the circumstances to mitigate its (and those of its customers and affiliates) loss resulting from any (alleged) breach attributable to Seller. If Buyer fails to take such measures and Seller is liable for the loss, Seller may claim a reduction in the damages in the amount by which the loss could have been mitigated.
- 7.7 Seller cannot be considered in default unless (a) it has been served by Buyer with an adequate notice of default (*ingebrekestelling*) with a detailed description of the breach and been afforded a reasonable term to cure the breach; (b) that reasonable term is at least 90 calendar days (for delivery-related obligations) or 7 calendar days (for information provision obligations); and (c) the reasonable term has passed without cure.
- 7.8 The limitations and exclusions of liability in this Article 7 shall survive expiration and termination of the Agreement.

8. GENERAL INDEMNITY

- 8.1 Without prejudice to Buyer's own ability to hold Seller liable for damages attributable to Seller through Article 7, Buyer shall indemnify and hold Seller harmless on demand, to the fullest extent possible, against all claims made directly against Seller by third parties to whom Buyer sells or otherwise makes available the goods supplied by Seller.
- 8.2 Buyer shall indemnify Seller against all claims, losses, liabilities and expenses on account of any injury or death of persons (including Buyer's employees or agents) or damage to property arising out of Buyer's unloading, storage, handling or use of the goods except for the portion of damages directly attributable to Seller's negligence.
- 8.3 The indemnities in this Article 8 shall survive expiration and termination of the Agreement.

9. SELLER'S INTELLECTUAL PROPERTY

- 9.1 For the purposes of this Article 9, "**IP**" means all patents, trademarks or trading names and designs (whether or not registered or registrable), utility models, copyright (present and future), applications for any of the foregoing, trade and business names, goodwill in relation to the foregoing, software and database rights, sui generis rights, rights in designs (whether registerable or not), inventions, discoveries, concepts, improvements to existing technology, processes, know-how (in each case to the fullest extent thereof and for the full period thereof and all related applications, extensions and renewals thereof, and including trade secrets, technology, methods of manufacture, specifications and other information), and rights of the same or similar effect or nature in any part of the world existing now or in the future created, as well as the right to claim damages for past infringements of any or all such rights and all rights having equivalent or similar effect wherever situated. Seller and/or its affiliated entities or licensors (as the case may be) shall at all times own, the Seller's IP.
- 9.2 Buyer shall not use Seller's IP unless expressly agreed by Seller in a separate written agreement.
- 9.3 Buyer is not allowed to use or make the Seller's IP available for itself or to any third parties, to reproduce it, nor to make any copies thereof.
- 9.4 Buyer shall observe secrecy with respect to all Seller's IP. In the event Buyer is required by applicable law to disclose the Seller's IP or is ordered by a court or a regulatory authority permitted to direct Buyer to disclose the Seller's IP, Buyer shall, to the extent legally permitted, give prompt notice of the requirement of disclosure and consult with Seller on the disclosure requirement and restrict the disclosure of Seller's IP to only the Seller's IP expressly required to be disclosed.
- 9.5 Buyer undertakes that it will not, and its affiliated entities will not, register any trademarks or other intellectual property rights which are identical, similar to, or in any manner derived from, Seller's IP anywhere in the world.

10. TERMINATION

- 10.1 An Agreement may only be terminated (*beëindigen*) by Buyer to the extent that this is provided for in the relevant Agreement.
- 10.2 Buyer may not terminate an Agreement for convenience (*opzeggen*) until it has paid all fees due under said Agreement. Article 7:408, sections 1-2, of the Dutch Civil Code and any other statutory means of termination for convenience (*opzeggen*) are hereby excluded.
- 10.3 Either Party may terminate an Agreement for cause (*ontbinden*) in the event that the other Party (or one of its affiliates) breaches any of its material obligations under said Agreement provided that (a) the other Party has been served by the terminating Party with an adequate notice of default (*ingebrekestelling*) with a detailed description of the breach and a reasonable term to cure the breach; (b) that reasonable term is at least 90 calendar days (for delivery-related obligations) or 7 calendar days (for information provision obligations); and (c) the reasonable term has passed without cure. Notwithstanding

the previous sentences, the reasonable term for Buyer to pay an unpaid invoice shall always be six (6) calendar days.

- 10.4 If either Party files for, becomes or is declared insolvent, or is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver, administrative receiver, administrator or similar officer over or in respect of all or a substantial part of its assets, or compounds, extends or readjusts or makes an assignment for all, or substantially all, of its obligations (other than as part of a reorganization, merger, acquisition, or amalgamation whilst solvent), then the other Party may, by written notice, terminate (*ontbinden*) the relevant Agreement. The same is true if a Party ceases its business or transfers its business operations or a significant part thereof, including the incorporation of its business in another.
- 10.5 Seller may terminate an Agreement for cause (*ontbinden*) in the event that any governmental authority imposes any ceiling price, allocation, quota, priority or material control affecting goods or any material normally required in connection with goods, or any present or future laws or regulations prevent or adversely affect Seller's performance of the Agreement.
- 10.6 Seller may terminate an Agreement for cause (*ontbinden*) in the event that Buyer ceases or no longer meets the admission, recognition and/or registration requirements for its profession or activity.
- 10.7 Termination of an Agreement shall never entitle Buyer to reimbursement of (incl. an obligation to undo) fees already paid to Seller.

11. ASSIGNMENT, WAIVER, VARIATION

- 11.1 Neither Party may assign or novate this Agreement without the other Party's prior written consent. Notwithstanding the previous sentence, Seller may assign or novate this Agreement to any member of its current or future corporate group without Buyer's prior consent or cooperation provided that (i) Seller provides written notice of any assignment or novation to Buyer without undue delay; (ii) the 3rd party to whom the Agreement is being assigned or novated must reasonably be considered well-suited and capable of assuming all relevant rights and obligations in a manner that is similar or better to the situation prior to the assignment or novation. Any purported assignment or novation contrary to this Article shall be null and void and this Article must be deemed to have a property effect (*'goederenrechtelijke werking'*).
- 11.2 No failure or delay by Seller to exercise any right or remedy provided under or in connection any Agreement shall constitute a waiver of that right or remedy or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that right or remedy or any other right or remedy.
- 11.3 No variation or amendment of any Agreement or these GTCs shall be effective unless it is agreed in writing by both Buyer and Seller.

12. COMPLIANCE

- 12.1 Seller and Buyer shall at all times comply with all U.S., EU, United Kingdom, United Nations, and Swiss economic sanctions laws relating to transactions with restricted countries, persons and entities, including money transfers related to such transactions and restrictions against dealings with blocked/prohibited persons (the "**Sanctions Laws**").
- 12.2 Buyer agrees that the goods will not be resold or delivered to a restricted destination, person or entity, or be transshipped in or transited through a restricted destination, or be transported on a vessel or by other carrier owned, operated, flagged or chartered by any country, person, or entity, or payment made through such country, person or entity which may cause Seller or a person subject to U.S. jurisdiction to risk being in violation of, or be penalized, under the Sanctions Laws. Seller has the right to reject at any time any destination, vessel, person, entity or bank which, in the reasonable opinion of the Seller, may be restricted under any Sanctions laws and/or cause the Seller to risk being in breach in connection with any Sanctions Laws. Buyer will be liable to Seller for any costs, expenses, damages, and delays arising as a result.
- 12.3 Seller will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which contravene or are prohibited or penalized under U.S. Antiboycott laws or regulations or the laws of any EU member state.
- 12.4 Buyer's bank and payment channels must be acceptable to Seller and be compliant with Sanctions Laws. Should the payment of the goods be impeded by the Sanctions Laws, Buyer shall ensure that such payment be effected through a different channel that Seller is permitted to accept. Buyer will be liable to Seller for any costs, expenses, damages and delays related to payment instructions provided by Buyer that are not in accordance with Sanctions Laws.
- 12.5 Buyer understands that the performance of each Agreement is subject to the United States Foreign Corrupt Practices Act ("FCPA") and all applicable local anti-corruption laws. Each Party represents and warrants to the other that it has not paid or given, offered or promised to pay or give or authorized a payment or giving of money or anything else of value, directly or indirectly, to any Government Official as well as to people performing managerial functions in commercial or other organization in order to influence any act or decision by any such person for the purpose of obtaining, retaining or directing any business or to secure any improper business or regulatory advantage for or on behalf of either Party or in connection with their performance in furtherance of the Agreement. Both Parties understand and accept that the other Party and its affiliates are committed to complying with the FCPA and all other applicable anti-corruption laws and both Parties hereby declare their commitment to comply with such laws. Both Parties shall cooperate fully with the other Party to provide such information and certifications as the other Party may reasonably request from time to time in connection with their efforts to confirm compliance with such laws. For purposes of this provision, "**Government Official**" means any: (i) officer or employee of any wholly or partially state-owned enterprise or government ministry, agency or similar body exercising any executive, judicial, arbitral, regulatory or administrative functions of or pertaining to government, or a member of a royal family; (ii) political party, political party official or candidate for political office; (iii) employee of a public international organization (including, without limitation, the World Bank, United Nations and the European Union); or (iv) person acting on behalf of any such governmental authority or instrumentality thereof.
- 12.6 By entering into an Agreement, Buyer warrants and represents that it shall at all times comply with the Bunge Code of Conduct (available at <https://investors.bunge.com/investors/corporate-governance/code-of-conduct>).
- 12.7

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 The Agreement and any dispute or claim arising out of or in connection therewith or its subject matter or formation, including any non-contractual dispute or claims, will be exclusively governed by and construed in accordance with the laws of the Netherlands, excluding conflict of law rules and choice of laws principles that provide otherwise.
- 13.2 All disputes arising in connection with the Agreement, including disputes about the existence and validity thereof, will be exclusively referred to the competent court in Amsterdam, the Netherlands.
- 13.3 The United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Agreement, and its operation is expressly excluded by the Parties.