

Froneri Terms and Conditions of Purchase (Raw and Pack)

These Terms and Conditions shall apply to a validly executed Purchase Order issued by Froneri to you and shall be confirmation that the Purchase Order has been accepted by (i) deemed accepted by both parties upon the earlier of you taking any steps to perform the Purchase Order (ii) or ;you . If Froneri does not receive a response from you within 48 hours of issuing the Purchase Order, it will be deemed to be accepted.

including any terms ;These Terms and Conditions shall apply to the exclusion of any terms put forward by you delivery note or simila ,attached to any invoicer.

You shall supply the items referred to in the Purchase Order to the Froneri according to the quantities and prices set out in the Purchase Order for avoiding rejection of invoice payment.

1. Price

- 1.1. Unless agreed otherwise by Froneri, prices contained in the Purchase Order include delivery to the factories of Froneri in the Sixth of October (Froneri Ice Cream Egypt Company) located in Plot 5 - First Industrial Zone and do not include value added tax.

2. Quantity

- 2.1. The quantity contained in the Purchase Order can be increased or decreased by 10% with Froneri's prior written permission and based on the monthly plan that the factory of the Froneri may provide you with-
- 2.2. Unless stated otherwise on the Purchase Order, payment for the value of each supply shall be made by bank transfer for each supply invoice with a payment grace period of 60 days from the date of delivery of the invoice to the Froneri stamped by receipt. Payment shall be made to bank account details that have been agreed with Froneri.

3. Specifications

- 3.1. All products shall conform to the specifications set out in the Purchase Order (or as otherwise agreed upon with the Development Department in the Froneri).

4. Supply

- 4.1. Delivery shall take place on the delivery due date set out in the Purchase Order.
- 4.2. Froneri conducts a monthly evaluation of the supplier, where it evaluates performance based on compliance to the Purchase Order.

Note that the minimum monthly evaluation level should not be less than 95% . In the event that a percentage less than the minimum is obtained for a period of three consecutive months, Froneri shall be entitled to terminate any Purchase Order.

5. Invoices

- 5.1. You are obligated to submit an invoice showing the following, noting that the invoice will not be accepted without the following data:

***Purchase Order number**

*** Tax card number**

- 5.2. An invoice shall be submitted showing the quantity supplied by the same unit of measurement as used in the relevant Purchase Order, the supply order number, bearing in mind that the invoice will not be accepted without these data and attachments. You are obligated to add sales tax and/or value added tax to the invoice and shall be fully responsible for supplying this tax to the General Sales Taxes Office as part of its monthly return without any responsibility on the part of the Froneri.
- 5.3. Froneri shall send a statement of the transaction and balance to you at the end of each year to confirm the validity of the accounts between the two parties. In the event that you do not object to the statement within a period of two weeks from the date of receiving the statement, this is considered an approval by you of what was stated therein, and you shall not have the right to refer to Froneri for any amounts other than what is stated in the statement.

6. Delivery

- 6.1. Unless agreed otherwise by Froneri, all deliveries shall be DAP (if originating outside Egypt) or DDP (if originating within Egypt) at the factories of the Froneri in the Sixth of October located in Plot 5 - First Industrial Zone - FRONERI Ice Cream Egypt Company) accompanied by a delivery note indicating the quantity, type, supply order number and date of supply.
- 6.2. Froneri will weigh the supply on one of the truck scales in Sixth of October City.
- 6.3. The quantity received shall be verified by dividing the net weight of the BOX by the average weight of the actual piece upon receipt.

7. Documents

- 7.1. A certificate of analysis shall be delivered with each supply by you, showing the supplier's name, batch number, production date, expiry date, bearing in mind that the goods shall be rejected by the Froneri if they arrive without this data, and you bear civil and criminal responsibility for these data.
- 7.2. The following data must be placed on each package: (supplier's name, batch number, production date and number of pieces inside the package) bearing in mind that the goods shall be rejected if they arrive without this data provided that it shall be remedied within three days of the rejection, and you shall be responsible for the appearance of any hidden defects in the product.
- 7.3. You must clearly state whether you have any current or previous relationship with Froneri (whether it is a current or former employee or one of his relatives works in any of the company's sites). In the event that any relationship is proven and has not been disclosed as referred to above, Froneri shall have the right to terminate any Purchase Order immediately and without any obligation on Froneri's part, with the notification of the Human Resources Department thereof to take the necessary procedures.

8. Rejecting the goods

- 8.1. The deadline that will be determined in the Purchase Order includes the delivery of the goods to the warehouses of the Froneri in accordance with clause 6.1, above. These dates must be strictly respected, and any delay in them will result in the suspension of production lines, which necessitates the application of delay fines of 5% of the value of supplies-for each week of delay. In the case of repeated delays in delivery, Froneri reserves the right to refuse the goods and the contractual relationship shall end thereby.
- 8.2. The supply shall be made according to the specifications, and the supplies that prove to be inconsistent after examination shall be rejected, provided that Froneri shall notify you of the rejection of the goods and reasons thereof within a week from the date of receiving the message, with the dispatch of your quality representative to Froneri's factory to verify the reasons for the refusal, and to write a report in this regard, provided that it is agreed to replace or accept the quantity.

- 8.3. In the event of repeated refusal for non-conformity with specifications, delay in supply, or any breach of these Terms and Conditions, Froneri shall have the right to terminate any Purchase Order immediately without notifying you thereof and the supplier shall have no right to object or refer to Froneri.
- 8.4. You shall be responsible for implementing all the regulations and standard specifications established without any responsibility on Froneri.

9. Legal Compliance

- 9.1. You shall comply with Froneri's Supplier Code, all applicable law, including but not limited to all laws relating to bribery, corruption, modern slavery, tax evasion and financial crime applicable to your performance of this Agreement. You shall comply with any export control and economic sanctions laws in any part of the UK, EU, USA and any territory from which you conduct your business. You shall have in place and maintain policies and procedures to ensure compliance with this article. You shall procure that your personnel (including all of your employees, agents, contractors, representatives and subcontractors) comply with this clause and shall remain directly liable for any breach of this article by those personnel. You shall immediately notify Froneri of any breaches of this clause. Any breach of this article shall be a material breach of these Terms and Conditions entitling (but not obligating) Froneri to terminate any Purchase Order immediately without further liability to you.
- 9.2. You shall be obligated to use RSPO certified palm oil in any of the products that are supplied to the Froneri and contain palm oil. Otherwise, Froneri shall have the right to terminate any Purchase Order without further liability.

10. General

- 10.1. All notices necessary and required under these Terms and Conditions shall be made in writing. They may be delivered by hand against a receipt stamped with the seal of the parties, or sent by registered mail with acknowledgment of receipt to the addresses of the two parties contained in these Terms and Conditions, or by fax in case of urgency.
- 10.2. Any dispute arising from these Terms and Conditions shall be resolved amicably in the first instance. In the absence of an amicable solution, the North Cairo courts of all degrees shall have jurisdiction to settle thereof.

11. Taxes

- 11.1. The two parties are obligated to apply the applicable tax laws in the Arab Republic of Egypt, which may arise from the supply of goods or services on the concerned party in person.