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GENERAL CONDITIONS OF SALE OF AFRITRADE B.V.

Alphen aan den Rijn, The Netherlands – Revised 2026

1. Applicability and Order of Precedence

1.1 These General Conditions of Sale apply to and form part of all quotations, offers, order confirmations, sales agreements and deliveries made by AfriTrade B.V. as supplier or seller (the "Supplier"), unless expressly agreed otherwise in writing.

1.2 Any terms or conditions of the purchaser shall apply only if and to the extent expressly accepted in writing by the Supplier. Silence, performance or acceptance of payment shall not constitute acceptance of the purchaser's terms.

1.3 In the event of any conflict or inconsistency between contractual documents, the following order of precedence shall apply, unless expressly agreed otherwise in writing: (i) special conditions expressly stated in and signed as part of the Supplier's quotation, contract or order confirmation; (ii) the Supplier's order confirmation; (iii) these General Conditions; and (iv) any purchaser terms expressly accepted by the Supplier.

1.4 These General Conditions shall also apply to future commercial relations between the Supplier and the purchaser without the need for repeated express reference, to the extent permitted by applicable law.

2. Agreement

2.1 All sales shall be confirmed by the Supplier in writing, including by e-mail, and may additionally be recorded in a signed sales contract.

2.2 An order shall be binding on the Supplier only after written confirmation by a duly authorised representative of the Supplier.

2.3 The purchaser shall be deemed to have accepted the Supplier's order confirmation unless it objects in writing within 48 hours of receipt, provided that such deemed acceptance is legally effective under the applicable law.

2.4 The purchaser shall also be deemed to have accepted the Supplier's order confirmation where it requests or accepts performance of the order.

2.5 Any amendment, addition or deviation proposed by the purchaser shall bind the Supplier only if expressly accepted by the Supplier in writing.

2.6 Where an Incoterms® rule is stated in the quotation, order confirmation or contract, it shall be interpreted in accordance with the latest version of the Incoterms® rules published by the International Chamber of Commerce in force on the date of the contract, unless otherwise specified.

2.7 The Supplier's agreed delivery and shipping instructions form part of the agreement.

3. Price and Terms of Payment

3.1 The price stated in the Supplier's order confirmation is exclusive of VAT unless expressly stated otherwise and includes normal packing costs unless separately specified.

3.2 Unless a price has expressly been agreed in writing as firm and non-revisable for a specified period, the Supplier shall be entitled to adjust the agreed price if, after conclusion of the agreement, any cost component affecting the Supplier's cost of performance increases. Such components include, without limitation, raw materials and commodities, production costs, energy, packaging, labour, products or materials purchased from third parties, taxes, duties, levies, governmental charges, insurance premiums, exchange-related charges, freight rates, bunker adjustment factors (BAF), currency adjustment factors (CAF), carrier surcharges, port charges and other transport or logistics costs. Any such increase may be passed on to the purchaser to the extent that it affects the Supplier's cost of performance.

3.3 Where a price is expressly agreed in writing as firm and non-revisable for a specified period, ordinary and reasonably foreseeable market fluctuations during that period shall be borne by the Supplier. Such agreement shall not, unless expressly agreed otherwise in writing, exclude the application of clauses 4.2 to 4.5 in the event of Force Majeure or other extraordinary circumstances beyond the Supplier's reasonable control.

3.4 Set-off, deduction or retention of payment by the purchaser is not permitted unless expressly agreed in writing by the Supplier or required by mandatory law.

3.5 The purchaser shall be in default without further notice if payment is not made when due. The Supplier may charge default interest at 12% per annum or the maximum rate permitted by mandatory law, whichever is lower, and may claim reasonable recovery costs and damages.

3.6 Title to the goods shall remain with the Supplier until all amounts owed in connection with the relevant transaction have been paid in full, subject to applicable law.

4. Delivery, Delay, Force Majeure and Extraordinary Circumstances

4.1 The Supplier may make partial shipments. Unless expressly agreed otherwise, each delivery may be invoiced separately.

4.2 The Supplier shall not be liable for any failure, delay, interruption or increased cost of performance caused by circumstances beyond its reasonable control ("Force Majeure"). Force Majeure includes, without limitation: war, armed conflict, hostilities, terrorism, piracy, sanctions, embargoes, governmental measures, states of emergency, civil disturbance, strikes, natural disasters, flooding, ice, drought, crop failure, fire, epidemics or pandemics, shortages of raw materials, energy, labour, containers, equipment or vessel capacity, production breakdowns, port congestion or closure, cancellation, postponement or rollover of sailings, carrier or terminal disruption, and the closure, blockage, restriction or material impairment of ports, waterways, canals or straits, including the Panama Canal, Suez Canal and Strait of Hormuz.

4.3 Where an event under clause 4.2 delays or impedes performance, the Supplier may suspend or postpone performance for the duration of the event and for a reasonable period required to restore or reorganise performance. The agreed delivery period shall be extended accordingly.

4.4 Where an event under clause 4.2 does not make performance impossible but makes performance materially more expensive, burdensome or commercially unreasonable, the Supplier may, acting reasonably: (a) use an alternative carrier, port, route, means of transport, supplier or source of supply; (b) pass on reasonable additional costs directly resulting from the event, unless expressly excluded by a specific written contract term; or (c) request an equitable adjustment of the price, delivery schedule or other contractual terms in order to restore the commercial balance of the agreement.

4.5 If the parties cannot agree on an adjustment under clause 4.4 within a reasonable period, or if the Force Majeure event continues for more than five months, the Supplier may terminate the affected part of the agreement without liability for damages. The purchaser may terminate the affected part if the extension exceeds five months, unless otherwise agreed.

4.6 The Supplier shall notify the purchaser within a reasonable time after becoming aware of a Force Majeure event materially affecting performance. Failure to give immediate notice shall not deprive the Supplier of protection where prompt notice was impracticable.

4.7 Where the purchaser requests postponement, rescheduling or delayed shipment, including because of inventory levels, storage constraints or changes in demand, any resulting additional freight, storage, demurrage, detention, insurance, financing or other costs shall be for the purchaser's account, unless otherwise agreed in writing.

4.8 If the purchaser is in default under any obligation, the Supplier may suspend its obligations and postpone delivery for the duration of the default plus a reasonable period required to make new arrangements. Any resulting loss or additional cost shall be borne by the purchaser.

4.9 The Supplier may, where reasonably necessary, replace an agreed carrier, route, port, source or supplier with an equivalent alternative, provided that the agreed product specifications are maintained.

5. Examination and Conformity to Specifications

5.1 Upon delivery, the purchaser shall inspect the goods and verify conformity with the contractual requirements.

5.2 Any complaint concerning apparent defects or non-conformity shall be made in writing within seven (7) days after delivery. Any latent defect shall be notified in writing within seven (7) days after discovery and, in all cases, without unreasonable delay.

5.3 Use or processing of the goods shall constitute acceptance of the goods with respect to defects that were or reasonably should have been apparent before such use or processing. The purchaser shall preserve relevant goods, packaging, transport units, samples and records to allow investigation of a claim.

5.4 Determination of conformity may be supported by retained samples, production records, certificates and independent analysis where appropriate. Goods may be returned only with the Supplier's prior written consent.

5.5 A complaint shall not suspend the purchaser's payment obligations unless expressly agreed in writing or required by mandatory law. The Supplier may suspend further deliveries while a material complaint is being investigated where reasonably necessary.

6. Transfer of Risk and Retention of Title

6.1 Risk shall pass in accordance with the Incoterms® rule expressly agreed for the transaction. If no Incoterms® rule is agreed, risk shall pass upon delivery to the purchaser.

6.2 Goods held, stored or redirected because the purchaser wrongfully refuses, delays or fails to accept delivery shall be held at the purchaser's risk and expense.

6.3 Legal and beneficial title to the goods shall remain with the Supplier until payment in full of the purchase price and all related amounts, including interest, demurrage, detention, storage, charges and expenses, to the extent permitted by applicable law.

6.4 Upon termination, the Supplier may require the return of goods to which retention of title validly applies, without prejudice to any other rights.

6.5 Until title passes, the purchaser shall, to the extent reasonably possible, keep the goods identifiable, notify the Supplier of third-party claims affecting the goods and maintain appropriate insurance.

7. Liability

7.1 To the maximum extent permitted by law, the Supplier's aggregate liability arising out of or in connection with an agreement shall be limited to the purchase price of the affected goods.

7.2 The Supplier shall not be liable for indirect, incidental, special, consequential or punitive loss or damage, including loss of profit, sales, production, business, goodwill or anticipated savings, except to the extent such exclusion is prohibited by mandatory law.

7.3 Nothing in these General Conditions excludes or limits liability to the extent that such exclusion or limitation is prohibited by mandatory law.

8. Rights of AfriTrade

8.1 The Supplier may suspend or refuse further performance if: (i) the purchaser is in arrears with payment or acceptance of delivery; (ii) there are reasonable grounds to doubt the purchaser's solvency or willingness to pay; (iii) the purchaser is liquidated, becomes insolvent or an administrator or similar officer is appointed; or (iv) the Supplier's credit insurance or internal credit limit for the purchaser is exceeded, reduced or withdrawn.

8.2 Where reasonably necessary to protect its credit exposure, the Supplier may require advance payment, security or other reasonable payment assurance before further performance.

9. Waiver

9.1 Failure or delay by the Supplier in exercising any right shall not constitute a waiver of that right or prevent its later exercise.

10. Limitation of Action

10.1 To the extent permitted by applicable law, the purchaser shall notify the Supplier in writing of any claim within thirty (30) days after the event giving rise to the claim became known or reasonably should have become known to the purchaser, and any legal action shall be commenced within twelve (12) months after such notice.

11. Governing Law and Jurisdiction

11.1 All disputes arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the competent courts of the Netherlands, unless mandatory law requires otherwise.

11.2 The agreement shall be governed by Dutch law.

11.3 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12. Compliance with Laws and Standards

12.1 The Supplier warrants compliance only with laws, standards and specifications expressly stated in the Supplier's written confirmation or agreed product specification. The purchaser is responsible for identifying any destination-specific requirements not expressly agreed and for obtaining permits, licences and approvals required for importation, distribution or intended use.

12.2 Nothing in clause 12.1 limits any obligation of the Supplier that cannot lawfully be excluded.

13. Intellectual Property

13.1 The sale of goods does not grant the purchaser any licence or right under intellectual property rights relating to the composition, manufacture or application of the goods, except to the extent necessarily implied by the ordinary use of the goods.

13.2 The Supplier shall not be liable for third-party intellectual property claims arising solely from the purchaser's specific importation, combination, processing or use of the goods outside the agreed intended use, except to the extent prohibited by mandatory law.

14. Severability

14.1 If any provision of these General Conditions is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force. The invalid provision shall, to the extent permitted, be replaced by a valid provision that most closely reflects its commercial purpose.

15. Language

15.1 These General Conditions are drawn up in English. Any translation is for convenience only. In the event of inconsistency, the English version shall prevail, unless mandatory law requires otherwise.