

Terms & Conditions Transportation Services (Solid) for Barry Callebaut

1 SCOPE OF AGREEMENT

This general terms and conditions are governing the provision of the transportation services set out in Annex 2 and Annex 3 by the Logistics Operator to Barry Callebaut and its affiliates listed in Annex 5 (the "BC Affiliates").

The Parties agree that the terms and conditions shall, unless expressly otherwise agreed, apply to all Services purchased by Barry Callebaut or any BC Affiliate and rendered by the Logistics Operator to Barry Callebaut or any BC Affiliate during the term of this Agreement on the basis of individual Transport Orders (as defined below).

2 SERVICES

The Logistics Operator undertakes to provide all Services in accordance with this Agreement (including its Annexes) and generally accepted industry standards for this type of services.

3 SUBCONTRACTORS

If operationally required, Logistics Operator may subcontract the provision of the Services in part to a subcontractor ("Subcontractor"), subject to Barry Callebaut's right to object to the appointment in its reasonable discretion.

In the event that the Logistics Operator appoints a Subcontractor, the Logistics Operator shall ensure that the Subcontractor adheres by the terms and conditions of this Agreement, it being understood that the Subcontractor shall not be allowed to further subcontract its obligations to another subcontractor. The Logistics Operator shall be responsible for all acts and omissions of the Subcontractor as if it were the carrier vis-à-vis Barry Callebaut. Upon request from Barry Callebaut, the Logistics Operator shall provide all relevant information about the Subcontractor. Supplier shall not publish volume on freight allocation platforms or any media capable of conveying misinformation.

4 NO MINIMUM VOLUME

The Parties acknowledge and agree that the historical volume per lane which form the basis for the rates are estimates only and subject to changes due to, but not limited to, technical validation, market conditions or product-mix change in the production, customer base. Barry Callebaut does not commit to a certain minimum number of loads per lane nor to a certain breakdown of loads per week or month.

5 TERM AND TERMINATION

This Agreement shall come into effect as of 01/09/2025 and shall continue in full force and effect for a period of two (2) years, i.e. until 31/08/2026 ("Initial Term"). Upon expiration of the initial term this agreement shall automatically renewed for one (1) year period each, unless otherwise agreed by both Parties. Notwithstanding the foregoing, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party

- (i) if the other Party commits a material breach of this Agreement and, if curable, fails to cure the breach within thirty (30) days following written notice of the breach;
- (ii) if the other Party becomes insolvent, enters into liquidation or bankruptcy, whether compulsory or voluntary, or has a receiver or administrator appointed or enters into an agreement for the benefit of its creditors; or
- (iii) if a Force Majeure Event continues for more than thirty (30) days;

6 PRICES, INVOICING AND PAYMENT TERMS

Prices

Barry Callebaut shall pay the Logistics Operator on the basis of the rates specified in tender and described in Annex 7 ("Rates").

The rates shall remain valid during the term of this Agreement.

The Rates include any applicable taxes, except for VAT.

Prices for transport must be "all in". No additional charges will be accepted apart from Fuel Surcharge and future and unpredictable changes in governmental rules (e.g. new toll fee, new tax, etc.). Barry Callebaut reserves the right to negotiate special rates, terms and conditions for specific lanes and/or products/projects on an as needed basis.

Payment Terms

Payment Terms: Correct and non-disputed invoices will be paid at **60 days net from invoice date**. Shorter payment terms will be applied only in case of legal constraints or country specific legal requirements.

Fuel Surcharge

Baseline for fuel adjustment calculation is 1.40 EUR / liter and the mechanism is defined in detail in Annex 4 ("Fuel Surcharge Mechanism").

Demurrages and Extra Cost

Demurrages: **24 hours** free loading including the preparation of the necessary documents, **24 hours** free unloading.

No waiting time when: (i) truck arrives too late vs. planned loading/unloading time; (ii) trailer was rejected for loading/unloading because of QA reasons or technical problems with carrier's equipment (BC needs to be informed); (iii) booking slot is managed directly by carrier.

No extra charges will be accepted for weekend loadings or waiting time for customs at unloading. Act of God case (unexpected extreme weather conditions, delay during previous delivery in the same journey, etc.) will be discussed case by case.

Waiting cost: **35€/hour, 350€/day**

Extra drop: **50€/drop**

In case of return truck due to rejection not linked to carrier responsibility Barry Callebaut will pay 80% of the cost of transport for FTL. The cost of return transport will be equal to cost of initial transport from origin to destination point. In case of carrier responsibility Barry Callebaut will not bear any cost for the return truck.

7 PERFORMANCE AND WARRANTIES

The Logistics Operator shall meet the general performance objectives (Key Performance Indicators, KPIs) set forth in Annex 2 and Annex 3.

If the Logistics Operator continues to not achieve the minimum target level of two (2) or more KPIs during a 4th consecutive month, Barry Callebaut shall be entitled to terminate partially or in total this Agreement with immediate effect and without any additional costs for Barry Callebaut.

The Logistics Operator covenants and agrees that the Services shall be performed in a professional, workmanlike manner, with the degree of skill and care that is required and can be

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expected by current, good and sound professional procedures and practices and in conformity with generally accepted industry standards for the completion of such services prevailing at the time.

In the execution of the Services the Logistics Operator guarantees that its personnel complies with its entailing carrier liability, in accordance with applicable laws (even with all safety prescriptions) and conventions covering rail, ocean (traffic and customs regulations), road, air, and multimodal transportation, or prevailing compulsory national legislation in the countries through which the Services are carried out.

The Logistics Operator warrants that it and its Subcontractors (if any), hold all required licenses and permits for carrying out the Services in the relevant jurisdictions, and that it and its Subcontractors (if any) are in compliance with all applicable laws and regulations in the countries of loading, transportation and final destination.

8 DRIVER'S AND VEHICLE DOCUMENTS

The vehicles used to carry out the Services shall be accompanied by all documents, in original form, necessary to comply with the applicable legislation in the countries through which the Services are executed. By way of example but without excluding further applicable documentation, the vehicles shall be equipped with transport permits, vehicle registrations, driver's licenses and TIR carnets (where applicable). Barry Callebaut shall have the right to refuse the utilization of vehicles which are not in compliance with these conditions and may hold the Logistics Operator liable for any additional costs deriving from any breach of the mentioned conditions.

9 TITLE TO GOODS

The Logistics Operator will hold the freight (goods) tendered pursuant to this Agreement exclusively on consignment at the delivery point as instructed by Barry Callebaut and for no other purpose, use or disposition unless expressly otherwise instructed in writing by Barry Callebaut. All rights, title and interest in such freight (goods) will remain at all times with Barry Callebaut, its supplier or its customer, as applicable. The Logistics Operator shall not permit any lien or other encumbrance to be placed on the freight (goods) while in the Logistics Operator's care, custody and control. Under no circumstances in the event of a dispute between the Parties will the Logistics Operator deny Barry Callebaut, its agents or contractors, access to any facility to inventory and/or to remove freight (goods). Barry Callebaut will have the right to seek specific performance and any other remedies available to it, and to recover attorney's fees, should the Logistics Operator breach this obligation.

Barry Callebaut will have the right to control all goods subject to freight damage or package damage and will be solely responsible for determining whether such goods are suitable for sale, Re-work, salvage or scrap.

10 LIABILITY

Logistics Operator is considered liable for losses and expenses as a consequence of damages and/or discrepancies and/or delays, which have occurred during its period of responsibility.

The Logistics Operator shall indemnify, defend and hold harmless Barry Callebaut against any claim, action, loss, damage or injury whatsoever and howsoever arising caused to Barry Callebaut or for which Barry Callebaut may be liable to third parties due to (i) the failure of the Logistics Operator to supply the Services in accordance with this Agreement, or (ii) any act or omission of the Logistics Operator or its Subcontractors

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Barry Callebaut will give prompt notice to the Logistics Operator of any claim, action or proceedings that are brought to the attention of Barry Callebaut and for which indemnity may be sought hereunder. The Logistics Operator may not settle any claim, action or proceeding in the name of Barry Callebaut without the prior written approval of Barry Callebaut (which shall not be unreasonably withheld).

11 INSURANCE

The Logistics Operator shall be responsible for maintaining amongst others but not limited to adequate health, auto, workers compensation, unemployment compensation, disability, general and professional liability and any other type of insurance required by local law or considered industry standard.

The Logistics Operator shall always have a valid insurance coverage with reputable insurers for its general and professional liability under this Agreement. The Logistics Operator is not obliged to take out a cargo insurance on top of his liability insurance.

12 COMPLIANCE WITH LAWS AND POLICIES

The Logistics Operator shall fully comply with all applicable laws and regulations in the jurisdictions where the Services are performed under this Agreement.

The Logistics Operator shall comply with all Barry Callebaut internal safety regulations, instructions at the loading and unloading facilities

13 AMENDMENTS, NON-WAIVER AND SEVERABILITY

Any modifications or alterations of the Agreement and its Annexes must in order to be binding to the Parties be agreed upon in writing and signed by both Parties.

Any waiver of any provision in this Agreement and its Annexes thereto must be in writing. A Party's failure to enforce a provision at any time shall not be deemed a waiver thereof and shall not otherwise affect a Party's right to enforce compliance with that provision or any other provision of the Agreement and any Annexes thereto.

If any provisions of this Agreement or its Annexes or any portion thereof is or becomes invalid or unenforceable, the remaining provisions shall not be affected and such provisions shall be valid and enforceable to the fullest extent.

14 ASSIGNMENT

Except as provided in Article 3 (Subcontractors), the Logistics Operator shall not assign or transfer this Agreement or any rights or obligations under this Agreement, without the prior written consent of Barry Callebaut.

Barry Callebaut shall have the right to assign any of its rights or obligations, in whole or in part, to any BC Affiliate without the prior consent of the Logistics Operator.

15 FORCE MAJEURE

No Party shall be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to a cause beyond its control, including but not limited to acts of Gods, explosions, floods, fire or accident, war,

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terrorism, civil disturbance, import or export regulations, embargoes, or industrial actions (“**Force Majeure Event**”). For the avoidance of doubt, any failure by the Logistics Operator to comply in any material respect with any labor strike or work stoppage that is particular to Logistics Operator (instead of general in nature) shall not be deemed a Force Majeure Event.

If a Party is subject to a Force Majeure Event, such Party shall give prompt notice of suspension to the other Party stating the date and extent of such suspension and the cause thereof, and resume the performance of such obligations promptly after the cessation of the Force Majeure Event, and notify the other Party thereof. If a Force Majeure Event continues for more than thirty (30) days, either Party may terminate this Agreement with immediate effect.

16 CONFIDENTIALITY

The Parties shall (i) keep the terms and conditions of this Agreement and any confidential information concerning the other Party's business and its products (including but not limited to technical or commercial know-how, specifications, invention and processes) disclosed to it in connection with this Agreement strictly confidential, (ii) only use such confidential information for the purpose of fulfilling its obligations under this Agreement and (iii) not disclose such confidential information to any third party without the disclosing Party's prior written consent.

The confidentiality undertakings contained in this Article shall survive the termination or expiration of this Agreement.

17 PARTS OF AGREEMENT

The following Appendixes shall form an integral part of this Agreement. In the case of a conflict between the terms and conditions of this Agreement and an Annex, the terms and conditions of the body of the Agreement shall prevail.

<u>Annex 1</u>	Solid Transport Quality Requirements
<u>Annex 2</u>	Cocoa Products Business Service Specification
<u>Annex 3</u>	Chocolate Products Business Service Specification
<u>Annex 4</u>	Fuel Surcharge Mechanism
<u>Annex 5</u>	BC Affiliates
<u>Annex 6</u>	Supplier Code
<u>Annex 7</u>	Rates

No terms or conditions endorsed upon, delivered with or contained in the Logistics Operator's quotation, acknowledgement or acceptance of a Transport Order, specification, invoice or similar document will form part of this Agreement, and the Logistics Operator expressly waives any right which it otherwise might have to rely on such terms and conditions.

18 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland (excluding Swiss Private International Law and international treaties). All disputes arising out of or in connection with this Agreement, including with regard to its validity, interpretation or execution shall be amicably settled between the Logistics Operator and Barry Callebaut or the BC Affiliate, as applicable. If no agreement can be reached between the parties

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within thirty (30) days from the notification of the dispute, the dispute shall be submitted to the competent court of Zurich, Switzerland.

Barry Callebaut Sourcing AG

with registered office:
Hardturmstrase 181, 8005
Zurich, Switzerland

with registered office:

Name(s): Emese Harai
Function(s): VP, Indirect Spend
Place, Date:

Name(s):
Function(s):
Place, Date:

Name(s):
Function(s):
Place, Date:

Name(s)
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Place, Date: