

GENERAL PURCHASE CONDITIONS OF NON-RAW MATERIALS FOR DARLING INGREDIENTS

Article 1 - Definitions

- 1.1 In these general purchase conditions the following definitions apply:

Goods: the goods, with the exception of animal by-products and residual flows, to be delivered to and/or the services to be provided for Darling Ingredients;

Supplier: any party which delivers Goods to Darling Ingredients;

Darling Ingredients: the private limited company with limited liability Darling Ingredients International Rendering and Specialties B.V., or one of its affiliated companies.

Article 2 –Services Module

- 2.1 The Services Module also belongs to these general conditions. If the agreement relates entirely or partially to services and/or provision of service, this Services Module automatically also applies to the agreement entered into between the parties. If any part of the general conditions is conflicting or inconsistent, then the provisions of the Services Module will prevail.

Article 3 - Formation

- 3.1 All quotations from the Supplier including all costs, in whatever form, are considered as irrevocable and are entirely free of charge for Darling Ingredients.
- 3.2 The agreement comes into effect at the moment of acceptance by Darling Ingredients of the last verbal or written quote from the Supplier. This acceptance can be made by means of a purchase order sent by Darling Ingredients. An order confirmation sent later by the Supplier does not change the content or moment of formation of the agreement. Darling Ingredients can require the Supplier to use a particular form for order confirmation.

Article 4 - Nature and scope of the agreement

- 4.1 Darling Ingredients indicates on the basis of indications, as a result of its schedule, that it wants to buy Goods of a certain size, up to a certain weight, in a certain quantity or in a certain amount from Supplier. Darling Ingredients has the unconditional right to reduce the amount, size or weight referred to above unilaterally without being liable to make any payment or compensation towards the Supplier with respect to the Goods deducted. There is thus expressly no purchase obligation on Darling Ingredients and Darling Ingredients will try to inform the Supplier as soon as possible about such changes.

Article 5 – Prices and conditions

- 5.1 The price for the supplied Goods is fixed and also inclusive of all additional costs in connection with – for example, but not limited to – the packaging, materials, promotions, the transport and/or delivery costs to the location designated by Darling Ingredients and further any costs of assembly and instruction.
- 5.2 All prices are in euros and exclusive of VAT and inclusive of other levies which are or will be imposed by the authorities, unless indicated otherwise explicitly.

- 5.3 Future price changes and market developments are reported in writing by the Supplier to Darling Ingredients. Price changes shall only become effective after having been accepted by Darling Ingredients in writing.

Article 6 - Delivery

- 6.1 Packaging and delivery take place according to the method, time and place indicated by Darling Ingredients and at the expense of the Supplier.
- 6.2 The (interim) periods, dates and delivery times stated in the agreement are final deadlines. In case of overdue delivery, the Supplier is accordingly in default de jure.
- 6.3 Goods must, insofar as required, or if applicable, be provided with a clearly legible use-by date. The contents of each batch of the same goods – including the applicable use-by date – must be clearly indicated on the outside.
- 6.4 The Supplier is obliged to take back all used packaging, including packets, crates and suchlike. The Supplier must continually adapt the repackaging to the most recent environmental requirements, as well as use or consume as little packaging material as possible.
- 6.5 All deliveries by Supplier to Darling Ingredients are made on the basis of the most recent Incoterms: Delivery Duty Paid (DDP). The ownership and risk of the relevant Goods passes to Darling Ingredients immediately after receipt of the Goods.

Article 7 – Payment

- 7.1 The Supplier invoices Darling Ingredients after the date of receipt of the Goods in accordance with the instructions of Darling Ingredients.
- 7.2 Darling Ingredients shall make the payment 60 days after the date of the invoice.
- 7.3 Darling Ingredients can at all times set off an amount it owes against a payment owed by Supplier to Darling Ingredients, for whatever reason and regardless of the currency concerned.

Article 8 - Quality

- 8.1 The Supplier guarantees that the Goods supplied by it meet all applicable laws and the agreed requirements and specifications.
- 8.2 Darling Ingredients is entitled in the event of obvious misgivings to inspect the Goods or have them inspected, at the expense of the Supplier, unless the supplied Goods - according to the inspection - meet the agreed requirements and specifications.
- 8.3 Darling Ingredients will lodge a complaint with the Supplier within a reasonable period after the faults in the Goods became evident to Darling Ingredients. If Darling Ingredients and the Supplier cannot come to an agreement on the matter, Darling Ingredients is entitled to have an independent investigation performed, at the expense of the Supplier, unless the supplied Goods - according to the independent investigation - prove not to have any faults and meet the agreed requirements and specifications.

Article 9 - Liability and Insurance

- 9.1 Supplier indemnifies Darling Ingredients against all costs, damage and interests which might arise for Darling Ingredients:
- (a) by reason of a fault in goods

- (b) as the direct or indirect consequence of legal proceedings instituted against Darling Ingredients by third parties concerning the performance of the agreement;
 - (c) as a direct or indirect consequence of claims of its buyers concerning the non-delivery, overdue delivery or faulty delivery by Darling Ingredients to these buyers, as a result of the non-delivery, overdue delivery or faulty delivery to Darling Ingredients by the Supplier;
 - (d) as a result of the Supplier being noncompliant to applicable laws and regulations.
- 9.2 The Supplier undertakes with respect to Darling Ingredients to assist Darling Ingredients at law and otherwise on the matter and at the request of Darling Ingredients, to join as party at its own expense in a third party action.
- 9.3 Darling Ingredients will never be liable for loss in whatever form, except in the case of willful misconduct or gross negligence on the part of the persons entrusted with management at Darling Ingredients.
- 9.4 Notwithstanding the provisions of the previous paragraph, any liability of Darling Ingredients for operational losses, other consequential loss and/or loss resulting from willful misconduct or gross negligence on the part of Darling Ingredients' employees is expressly excluded.
- 9.5 The Supplier must insure itself adequately against the customary risks, including but not confined to fire, theft, water damage and (product) liability. Immediately on request of Darling Ingredients, Supplier shall submit to Darling Ingredients an insurance certificate of its insurance with a minimum cover of EUR 1,500,000 per occurrence. All claims by the Supplier against the insurers relating to matters arising by virtue of the aforementioned insurance policies shall, at such a time as Darling Ingredients indicates that it so wishes, be pledged by the Supplier to Darling Ingredients.

Article 10 - Force majeure

- 10.1 In these general conditions force majeure means any circumstance beyond the control of Darling Ingredients, even if it could have been anticipated at the time of conclusion of the agreement, which temporarily or permanently prevents performance of the agreement, as well as, insofar as not already included therein, war, war risk, civil war, riot, strike, exclusion of workers, transport difficulties, fire and/or serious disruptions to the operations of Darling Ingredients or its supplier(s) or other third parties engaged by Darling Ingredients, as well as (animal) illnesses, epidemics which have broken out and situations of changed legislation and regulations including veterinary decisions, which affect the performance of the obligations of Darling Ingredients.
- 10.2 In the event of force majeure, Darling Ingredients is exempted during the period of force majeure from all its obligations under the agreement with the Supplier, without any duty to pay compensation to the Supplier.

Article 11 - Confidentiality

- 11.1 The Supplier undertakes to maintain strict confidentiality of all information from and about Darling Ingredients which has come or been brought to its knowledge in whatever way pursuant to or in connection with the agreement entered into between the parties.

- 11.2 Neither of the parties shall, without prior written permission from the other party, report the agreement in publications or advertisements.
- 11.3 The Supplier undertakes to provide to Darling Ingredients, immediately on request, all information which it possesses in the context of the performance of the agreement, including any copies made thereof without further costs being involved in this. This obligation remains fully in force also after the termination or dissolution of the agreement.
- 11.4 The Supplier is obliged to impose the obligation of confidentiality referred to in this article on its employees/subordinates and third parties who necessarily obtain or bear knowledge of the information referred to in the previous paragraph and guarantees that those employees/subordinates and third parties will comply with this obligation. This clause is also intended as a third-party clause for the benefit of Darling Ingredients.
- 11.5 All information, the request for an offer, sketches, diagrams, models, designs, specifications, data, documents and other business information which Darling Ingredients provides to the Supplier and/or produces in the context of the (formation of the) agreement may not be used by the Supplier in any other way than for the purpose for which they were made available to it by Darling Ingredients and remain at all times the property of Darling Ingredients.

Article 12 - Intellectual property rights

- 12.1 If intellectual property rights are attached to the Goods and services or accompanying documentation and materials supplied, Darling Ingredients receives the right of use thereof free of charge by means of a non-exclusive, worldwide, perpetual license, all this with the right of granting sublicenses. This right of use comprises the permission to perform or have performed all copyright-protected rights with respect to or in connection with the use of the Goods and services supplied by or for Darling Ingredients regardless of the manner and form, under condition that this takes place in the context of the normal activities of Darling Ingredients.
- 12.2 All rights of intellectual property which arise as a result of the performance of the supply by the Supplier or its staff are attached to Darling Ingredients.
- 12.3 Insofar as actions are required for the transfer of such rights the Supplier shall, immediately on request by Darling Ingredients, cooperate in the transfer of such rights without laying down further conditions.
- 12.4 The Supplier indemnifies Darling Ingredients against claims in connection with breach of intellectual property rights by third parties and similar claims such as with respect to knowledge and expertise or unauthorised competition. The Supplier is obliged to do everything that is necessary for taking all steps which can contribute to the prevention of stagnation at Darling Ingredients and to the limitation of the extra costs to be incurred or damage to be suffered by Darling Ingredients in this connection, all this at the expense of the Supplier.

Article 13 - Termination

- 13.1 Darling Ingredients can – without prejudice to its right to compensation – terminate an agreement with the Supplier, with immediate effect, without Darling Ingredients being

obliged to pay any compensation to the Supplier on this matter:

- a. in the event of failure by the Supplier to meet any obligation towards Darling Ingredients;
 - b. if prejudgment attachment or executory attachment is levied against the Supplier;
 - c. if the Supplier applies for a moratorium or a moratorium is granted to the Supplier, or if the Supplier offers a composition to its creditors, dies or discontinues the business;
 - d. in the event of the (request for) bankruptcy of the Supplier;
 - e. in the event of guardianship, cessation, liquidation of the Supplier, full or partial transfer or (undisclosed) pledge of his business and/or of any business assets and/or business claims,
 - f. in the event of force majeure on the part of the Supplier;
 - g. in the event the controlling rights and/or division of ownership in the Supplier change, such that the majority interest changes.
- 13.2. If the agreement has the character of a continuing performance contract, it can be terminated at any time by Darling Ingredients with due observance of a notice period of (sixty) 60 days.
 - 13.3. If Darling Ingredients has entered into two or more related agreements with the Supplier, Darling Ingredients may also terminate the other agreement(s) in the manner specified in this article.

Article 14 - General

- 14.1 The Supplier is not entitled without prior written permission from Darling Ingredients to transfer and/or outsource its rights and obligations under the agreement fully or partially to third parties.
- 14.2 If one or more provisions of these general purchase conditions are void or not enforceable in other respects, the remaining provisions will remain unimpaired. The void provision(s) in question will be replaced automatically by a provision which approximates the void provision(s) as closely as possible.

Article 15 - Applicable law and competent court

- 15.1 All quotations, order confirmations and agreements are exclusively governed by Dutch law. The provisions of the Vienna Sales Convention regarding international purchase agreements involving movable property are not applicable.
- 15.2 Any disputes between Darling Ingredients and the Supplier will in the first instance only be submitted to the competent court in 's -Hertogenbosch.

DELIVERY OF SERVICES MODULE belonging to GENERAL PURCHASE CONDITIONS OF Darling Ingredients

Article 16 - Supplementary definitions

- 16.1 Provision of service/Services: services as defined in the quotation, purchase order or agreement.

Article 17 - Provision of service

- 17.1 Darling Ingredients can change the location where the work must take place, provided that this is made known to the Supplier no later than three (3) working days before the start of the change. If the change results demonstrably in higher costs for the Supplier, they may be eligible for compensation after mutual consultation. In the opposite case, Darling Ingredients is entitled to a corresponding reduction of the compensation.
- 17.2. If Darling Ingredients entered into the agreement with a view to its performance by one or more specific persons, the Supplier ensures that those persons actually are and remain charged with its performance.
- 17.3. The daily management and supervision of the performance of the Services are vested in the Supplier, unless otherwise agreed.
- 17.4 In the performance of the Services, the Supplier complies with the applicable laws and regulations, as well as the provisions of the "Handboek voor Veiligheid, Kwaliteit en Milieu".

Article- 18 - Replacement of Staff at Supplier

- 18.1. The Supplier replaces staff only with prior permission from Darling Ingredients. Darling Ingredients does not refuse permission on unreasonable grounds and can attach conditions to this.
- 18.2. If staff are replaced, the Supplier does not charge any costs related to this to Darling Ingredients, unless the Supplier proves that a request for replacement had no reasonable basis.
- 18.3. When staff are replaced, the Supplier makes staff available at the same rate who are at least equivalent to the originally deployed staff as far as expertise, education and experience are concerned.
- 18.4. Immediately on request by Darling Ingredients, the Supplier must organise the adequate replacement of staff, if Darling Ingredients has the reasonable suspicion that the member of staff in question of the Supplier shall (be able to) engage in activities which (can) damage Darling Ingredients.

Article 19 - Subcontracting

- 19.1. In the performance of the agreement, the Supplier may only make use of the services of third parties with the prior permission of Darling Ingredients. Darling Ingredients can attach further conditions to this permission. The subcontractor of the Supplier in his turn is not allowed to make use of a subcontractor. The Supplier must state this requirement in any agreement with a subcontractor.
- 19.2. Permission from Darling Ingredients does not affect the Supplier's own responsibility and liability for the performance of its obligations under the agreement and the obligations pursuant to the applicable legislation.

19.3 The Supplier imposes all obligations on the basis of the agreement with Darling Ingredients on the subcontractor, which he might use for the (partial) execution of the agreement.

Article 20 - Secondment

20.1. There is a question of secondment and consequently the applicability of article 20 to article 23 inclusive of this Delivery of Services Module only if the relevant agreement has been denominated expressly by parties as agreement of secondment.

20.2. Working days and times of the staff made available by the Supplier are equal to those of the staff of Darling Ingredients at the location in question.

20.3. Overtime is only involved if, at the request of Darling Ingredients, work is performed outside of the working days and times as referred to in the previous paragraph. Work following on from the working times referred to in that article for no more than half an hour is not designated as overtime.

Article 21 - Leave, courses, travel time and length of stay of staff of Supplier

21.1. Staff of the Supplier take leave after consultation with Darling Ingredients and taking the normal progress of the work into consideration.

21.2. Leave taken by staff of the Supplier is at the expense of Supplier.

21.3. Solely costs of and time concerning courses for staff of Supplier, which are followed at the explicit request of Darling Ingredients, are payable by Darling Ingredients.

21.4. Travel time and length of stay and travel and subsistence expenses of staff of Supplier are, unless otherwise expressly agreed in writing, payable by the Supplier.

21.5. Darling Ingredients can designate a number of days per year on which its business is closed for reasons to be specified later. In that case, the staff of Supplier also do not perform any work at the locations.

Article 22 - Indemnification, recipients' liability

22.1. Supplier indemnifies Darling Ingredients against claims by the staff of Supplier based on the alleged existence of an employment contract with Darling Ingredients.

22.2. Supplier indemnifies Darling Ingredients against recipients' liability for the income tax and social security contributions and turnover tax which are or shall be owed by Supplier or by third parties engaged by Supplier in connection with the performance of the agreement.

22.3. Upon undertaking the work and subsequently each successive calendar year, Supplier will immediately on request submit to Darling Ingredients a statement from the Tax and Customs Administration and/or the Employee Insurance Agency (UWV) concerning the payment history, which also specifies that payment of taxes and national insurance contributions has taken place with respect to the staff employed by the Supplier and/or third parties engaged by the Supplier. Non-compliance with this obligation entitles Darling Ingredients to terminate the agreement immediately, without being liable to pay compensation to the Supplier in any way.

22.4. The income tax and social security contributions and turnover tax which the Supplier must pay in connection with the

performance of the agreement, may be paid by Darling Ingredients:

- a. through direct deposit to the Tax and Customs Administration; or
- b. by paying into a G account of the Supplier. If the Supplier does not have a G account, it will immediately on request by Darling Ingredients open a G account as soon as possible and do all that is necessary for its use.

Article 23 – Self-employed entrepreneurs

23.1 The agreement between Darling Ingredients and the self-employed entrepreneur for the provision of Services to Darling Ingredients is an assignment agreement, which assignment is recorded in a model agreement approved by the Tax Authorities or an agreement of the same nature.

23.2 When using a self-employed entrepreneur, the Supplier will record the agreements made in a model agreement approved by the Tax Authorities or an agreement of the same nature. The Supplier will provide a copy of the agreement concluded with the self-employed entrepreneur upon request from Darling Ingredients.

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