GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE

1.1 These general terms and conditions of sale ("**GT&C**") apply to any and all offers, orders and agreements with respect to the sale and delivery of products ("**Products**") by the relevant JDE entity as identified in the relevant purchase order and invoice ("**JDE**") to the buyer.

1.2 These GT&C exclude and will prevail over any other terms and conditions, including any terms and conditions of the buyer or its representatives contained in or referred to in order(s), in correspondence or elsewhere and this notwithstanding any provisions to the contrary in such other terms and conditions. Any deviations to the present GT&C require prior written consent by JDE in order to be effective.

2. ORDERS

2.1 Any orders placed by the buyer (via EDI, fax, order form, by email, telephone, etc.) will be subject to these GT&C, and to the particular sales contract explicitly agreed between the parties (if any), and can only be annulled or amended by the buyer, upon JDE's prior written consent.

2.2 No order will be deemed binding on JDE unless and until JDE issues a written acceptance of such order. JDE, at its discretion, may cancel an accepted order by serving written notice to the buyer in the event that the buyer fails to properly fulfil any of its obligations hereunder, which failure is not cured within fifteen (15) days of JDE's written notice thereof (if capable of being cured). JDE's right to cancel an accepted order on the buyer's default is without prejudice to JDE's right to claim additional damages, or any other rights JDE may have (including the right to suspend its own obligations towards the buyer).

2.3 JDE reserves the right to request an amendment to the order placed by the buyer or to request further clarifications before commencing performance of the buyer's order.

3. PRICE AND PAYMENT

3.1 The price for the Products is exclusive of any taxes, import duties and/or other government levies (including but not limited to VAT, packaging taxes, waste management contributions, excise duties, import, export, sales and use taxes) that may be assessed by any jurisdiction whether based on gross revenue, the delivery, possession or use of the Products, which will all be borne by the buyer unless specifically otherwise agreed between the parties, and which will in any case not be taken into account for the determination of any bonuses or rebates (if any).

3.2 The prices that will be invoiced by JDE are the prices as stipulated in the applicable price agreement (if any) or as shown on the applicable price list on the date of delivery. Without prejudice to any of the foregoing, JDE may, at its sole discretion, increase the price of the Products at any time. Any purchase order accepted by JDE prior to the effective date of a price change shall remain subject to the prices in effect at the time of acceptance of that Purchase Order.

3.3 It is expressly acknowledged and agreed that if payments, contributions, rebates or discounts by JDE would be agreed, these must at all times adhere to the "Pay for Performance Principle", meaning that all payments, contributions, rebates or discounts made by JDE to the buyer are fully conditional upon equivalent services or counterparts provided or performed by the buyer (such as e.g., increase of sales, guaranteed listings and listing of new products/innovations, promotional activities and advertisement).

3.4 Unless agreed otherwise in writing, JDE's invoices shall be paid within thirty (30) calendar days from the date of invoice.

3.5 All amounts due to JDE shall be paid in full and the buyer shall not be entitled to assert any set-off or counterclaim against JDE, whether arising from a breach of the agreement, tort (including negligence), breach of statutory duty or any other matter whatsoever in order to justify withholding payment of any such amount in whole or in part.

3.6 If JDE has legitimate doubt regarding the creditworthiness and solvency of the buyer prior to delivery or collection (as the case may be) of

the Products, JDE shall be entitled to require full or partial payment of the price prior to delivery or collection (as the case may be) or any provision of security for payment by the buyer in a form acceptable to JDE.

3.7 If the buyer fails to pay any sum due to JDE on the due date for any reason whatsoever, JDE shall be entitled to, at its sole discretion, terminate all outstanding offers, orders and/or agreement in accordance with clause 10.1 below and/or to withhold any further deliveries to the buyer until all payment obligations have been fulfilled and/or to claim damages from the buyer.

3.8 Any amount owed by the buyer to JDE that is not paid when due shall automatically and without prior notice give rise to the payment of (i) default interest at a rate of 10% per annum or, where applicable and if higher, at the rate provided for in the local implementation of the EU Late Payments Directive 2011/7 in the country where the relevant JDE entity that acts as the seller for the relevant transaction as identified in the relevant purchase order and invoice has its registered office and (ii) a lump sum compensation equal to 15 % of the amount due, and this without prejudice to JDE's right to full reimbursement of legal collection costs. JDE explicitly reserves the right to prove additional damages and collection costs and to claim reimbursement therefor. Non-correct payment of any invoice, renders all other outstanding invoices immediately payable.

4. DELIVERY

4.1 The Products will be delivered DDP (Delivered Duty Paid - Incoterms 2020) at the buyer's warehouse unless agreed otherwise between the parties in writing. Deliveries will be performed subject to the availability of the Products or parts thereof. Delivery dates or lead times are estimates only and shall not be of the essence. Exceeding the indicated delivery date(s) shall neither result in JDE's liability for any (direct or indirect) loss, damage or expense (including loss of profits and liability to third parties) or a price reduction, nor shall it result in termination of the agreement, unless expressly agreed otherwise in writing.

5. RISK AND TITLE

5.1 Risk of loss, damage and theft of the Products transfers to the buyer upon the earlier of (i) delivery in accordance with clause 4 and (ii) payment for the relevant Products.

5.2 Pallets or other packaging materials which have not been invoiced by JDE will at all times remain JDE's property and must be returned to JDE in good condition within thirty (30) days from delivery. In case the buyer does not return such pallets or other packaging materials in good condition within this term, JDE shall be entitled to invoice the cost price thereof to the buyer.

5.3 The Products remain the property of JDE until complete and final payment of the price including any transportation charges, taxes and default interest and lump sum compensation as referenced in clause 3.8 by the buyer. In case the buyer resells or performs any other disposal acts with respect to Products that are subject to retention of title, the buyer will notify the third party that the Products are subject to retention of title from JDE.

6. WARRANTIES AND LIABILITY

6.1 Except as expressly stated in these GT&C, JDE does not give any representations, warranties, conditions, terms or undertakings in relation to the Products or in relation to the performance of its obligations under these GT&C. Any representation, condition or warranty which might be implied or incorporated into these GT&C by reason of statute, common law or otherwise is excluded to the fullest extent permitted by law. JDE makes no representation or warranty, express or implied, as to the merchantability, fitness for purpose, or compliance of the Products with any laws, standards or regulations applicable outside the country where it has its registered office. JDE shall not be liable for any failure of the Products to be marketable or compliant outside that country.

6.2 Without prejudice to any other provision of these GT&C, JDE warrants that the Products comply with JDE's specifications and that they will be free from visible or hidden defects. The buyer shall inspect the Products for any defects or non-conformity upon delivery. Any warranties, conditions or terms with respect to

fitness for a particular purpose will only be binding upon express written confirmation of an authorized representative of JDE. Any other warranties, conditions or terms are explicitly excluded. The use of the Products, their treatment and storage need to comply with certain requirements (taking into account JDE's instructions in this respect and applicable food safety legislation) which fall under the responsibility of the buyer.

6.3 In order to be admissible, any claims with respect to differences regarding the ordered and the delivered quantities must be notified to JDE in writing within two (2) working days from delivery. Complaints with respect to the quality of and/or any hidden defects in the Products must be duly documented and sent by registered mail not later than (i) the expiry of a period of eight (8) calendar days as from the date on which the buyer could reasonably have discovered the defect and (ii) the best-before-date of the Products in question, whichever is earlier, failing which any and all claims in this respect are forfeited.

6.4 JDE shall not be liable to the buyer under or in connection with these GT&C, or any agreement or order, for any, in each case whether direct or indirect, and whether based on claims in contract, tort or otherwise arising out of or in connection with these GT&C or any separate contracts thereunder, the sale of Products, or performance of the deliverables resulting therefrom:

(a) loss of income;

(b) loss of actual or anticipated profits;

(c) loss of business;

(d) loss of contracts;

(e) loss of goodwill or reputation;

(f) loss of anticipated savings;

(g) loss of marketing commitments;

(h) loss of data;

(i) loss of use of money, or use of Products;

(j) interruption in use or availability of data;

(k) stoppage of other work or impairment of other assets or any type of lucrum cessans; or

(l) any consequential, indirect, special, punitive, or incidental damages, whether foreseeable or unforeseeable.

6.5 In no event shall the aggregate liability to the buyer or any other person which JDE may incur, whether foreseeable or unforeseeable, based on claims in contract, tort or otherwise arising out of or in connection with these GT&C, the sale of Products or the use of the Products, exceed, as applicable, (i) in case of Product defects or damages caused by defective Products, the total amount actually paid to JDE by the buyer for the applicable Product that caused the damage, or (ii) for any other type of damages, the total amount paid to JDE by the buyer pursuant to these GT&C in the six (6) months prior to the event(s) giving rise to any claim for damages.

6.6 Nothing in these GT&C shall restrict or exclude JDE's liability for death or personal injury caused by JDE's negligence or the negligence of its employees or sub-contractors or any other liability which may not be lawfully excluded or limited.

6.7 The parties confirm that the provisions on liability as set out in this clause 6 are indivisibly connected to the pricing and remuneration provisions in their agreement. The parties expressly acknowledge that without these provisions they would not have entered into an agreement under these GT&C with the same pricing and remuneration provisions.

6.8 The buyer agrees to cooperate and assist JDE in a reasonable manner in any recall actions in respect of Products and to follow any reasonable guidelines or instructions issued by JDE in connection therewith.

7. FORCE MAJEURE AND HARDSHIP

7.1 Notwithstanding anything to the contrary in these GT&C, JDE shall not be liable to the buyer if the performance of its obligations is being prevented, hindered, delayed or rendered more difficult, more costly or unprofitable by reason of circumstances or events beyond JDE's reasonable control or inevitable including (but not limited to) Acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, government imposed restrictions on use of energy, water or other resources, epidemics, pandemics, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen,

materials or transport or other circumstances affecting the supply of Products or of raw materials by JDE's normal source of supply or the manufacture of Products by normal means or the delivery of Products by JDE's normal route or means of delivery.

7.2 If changes in economic and/or business conditions beyond the control of a party and which could not have been reasonably foreseen and/or assumed by that party at the time of conclusion of an agreement hereunder occur, thereby placing an excessive burden on such party in the performance of its contractual obligations (other than the buyer's payment obligations), then upon the written request of such party the parties shall promptly meet to consider whether hardship exists and, if so, what modifications, if any, to the terms of the contract are necessary to provide a fair and equitable method of mitigating, removing or avoiding any such hardship; such method to recognize the interests of both parties. Orders accepted during this period are executed on an 'ad hoc' basis, without any commitment for any future delivery and subject to a new agreement at short term between the parties.

8. CONFIDENTIALITY

8.1 JDE may make information available that is not generally known to the public and is proprietary and/or confidential to JDE, and/or of which the buyer should reasonably understand that such information is confidential ("**Confidential Information**"). The buyer will not disclose, publish or disseminate Confidential Information. The buyer will use Confidential Information only to perform its obligations under the applicable agreement with JDE.

8.2 The buyer's confidentiality obligations will survive for seven (7) years after the disclosure of Confidential Information, or until the moment that the Confidential Information has become public through no breach of the confidentiality obligations of the buyer.

8.3 The buyer will return or destroy Confidential Information promptly upon JDE's request. Upon first request of JDE, the buyer shall unconditionally and promptly furnish JDE with a management statement stating that the buyer has complied with its obligation to return or destroy Confidential Information.

8.4 The buyer acknowledges that, by virtue of receiving Confidential Information in accordance with the terms of an Agreement, it and any person to whom it discloses or has disclosed Confidential Information may have access to information of a precise nature which has not been made public, relating, directly or indirectly, to JDE Peet's N.V., and which, if it were made public, would have a significant influence on the price of the shares of JDE Peet's N.V. or related securities, and it is aware (and will so advise any person to whom it discloses or has disclosed Confidential Information) that applicable securities laws prohibit any person who has access to such information concerning a publicly traded company, from purchasing or selling any securities of such company or from communicating such information to other persons or entities. The buyer agrees that it will not, and will direct any person to whom it discloses or has disclosed Confidential Information not to, use or permit any third party to use any Confidential Information in contravention of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation).

8.5 The buyer commits to, and undertakes that each of its affiliates will, throughout the duration of the commercial relationship with JDE or its affiliates, refrain from issuing any communication, press release or statement on any channel and on any other support in connection with JDE or the relationship with JDE, without the prior written consent of JDE. The buyer further undertakes not to use in any way or form whatsoever JDE's logos and/or trademarks without the prior written approval of JDE.

9. PRIVACY / PERSONAL DATA

9.1 If the transactions between JDE and the buyer involve the processing of personal data, the buyer shall enter into an additional data processing agreement in a form as prescribed by JDE.

9.2 The buyer will make sure that the processing of the personal data is in accordance with all applicable laws and regulations including but

not limited to the General Data Protection Regulation, as amended ("**Privacy Laws**").

9.3 If the buyer provides data (whether aggregated or otherwise) to JDE that has been sourced from personal information or personally identifiable information, the buyer warrants that:

9.4 it has been collected and processed in accordance with the Privacy Laws, and

9.5 the Data Subject's (as defined in the Privacy Laws) express consent to the disclosure of their personal information to a third-party (including JDE) has been obtained.

9.6 The buyer will take appropriate technical and organizational security measures to safeguard the personal data from loss or damage or unlawful disclosure or processing.

9.7 The buyer will not transfer the data outside the European Economic Area without JDE's prior written consent.

9.8 The buyer will notify JDE immediately if it suffers any data breaches involving personal data processed on JDE's (or a JDE Affiliate's) behalf.

10. DEFAULT, INSOLVENCY AND TERMINATION

10.1 JDE shall be entitled, without prejudice to any other rights, to terminate any offer, order and/or agreement hereunder with immediate effect in case the buyer fails to properly fulfill any of its obligations thereunder as well as in case of bankruptcy, liquidation, insolvency or suspension of payments of or by the buyer. In such case, all sums due to JDE by the buyer shall immediately become due and payable and the buyer will be obliged to return any Products supplied by JDE within forty-eight (48) hours from receipt of written notice by JDE, failing which, JDE or its designated agents shall be entitled to enter the premises where the Products are located in order to re-take possession of the Products.

10.2 JDE reserves the right to terminate any agreement to which these GT&C apply for convenience, in whole or in part, upon thirty (30) days notice to the buyer.

10.3 JDE reserves the right to terminate any offer, order and/or agreement hereunder with immediate effect, in whole or in part, if all or part of the Products are delisted or not ordered anymore outside the ordinary course of business ("**Disruption**"), which in any event applies if the Disruption affects more than twenty (20) percent of the total number of SKUs that were listed three months before the Disruption and/or affects more than twenty (20) percent of the turnover that likely had been achieved without the Disruption in the month following the Disruption. For the avoidance of doubt all disruptive measures applied within one month and on a rolling basis are considered together to calculate whether the afore-mentioned thresholds are exceeded.

11. COMPLIANCE

11.1 The buyer shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. The buyer represents and warrants that it takes appropriate steps to check and to ensure that neither it, nor its suppliers or subcontractors, engage in any form of slavery, human trafficking, child or sexual exploitation and will confirm what steps it takes to JDE upon request. The buyer represents and warrants that it is and will continue to be in full compliance with JDE's Supplier Code of Conduct and Human Rights Policy, which contains material obligations and can be found at https://www.jacobsdouweegberts.com/ (as may be amended from time to time).

11.2 The buyer represents and warrants that it is fully aware of and will comply with, and in the performance of its obligations pursuant to these GT&C will not take any action or omit to take any action that would cause either JDE, any of its affiliates or the buyer or any of its affiliates to be in violation of, (i) the U.S. Foreign Corrupt Practices Act, (ii) the Dutch Penal Code Articles 177, 178, 178a and 328ter, (iii) the UK Bribery Act, (iv) the French Sapin II law or (v) any other applicable anti-corruption laws.

11.3 The buyer represents and warrants that it is not a government official, political party, state-owned enterprise, or a public international organization or a representative of any such

person (each, an "**Official**"). The buyer further represents and warrants that, to its knowledge, neither it nor its personnel has offered, promised, made or authorized to be made, or provided any contribution, thing of value, gift, or any other type of payment to, or for the private use of, directly or indirectly, any Official for the purpose of influencing or inducing any act or decision of an Official to secure an improper advantage in connection with, or in any way relating to (i) any government authorization or approval involving JDE or an affiliate, or (ii) the obtaining or retention of business (a "**Payment**"). The buyer further represents and warrants that it will not in the future offer, promise, make or authorize to be made, or provide any Payment and that it will take any and all lawful and necessary actions to ensure that no Payment is promised, made or provided in the future by the buyer or its personnel.

11.4 The buyer warrants that it is not directly or indirectly owned by, controlled by, owning, controlling, or named as a restricted party according to applicable sanction laws and will comply with applicable sanctions laws, export controls regulations and requirements. The buyer warrants that neither the buyer nor its beneficial owners, affiliates, directors or representatives are subject of any investigation by the Office of Foreign Assets Control (OFAC), Department of the Treasury, or any other governmental authority and shall promptly notify JDE if it becomes the subject of any such investigation. The buyer will not use any funds received from JDE for the benefit of a restricted party or individuals or entities from sanctioned countries.

12. MISCELLANEOUS

12.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these GT&C (and any separate contract thereunder), or concerning any matters of extra-contractual and/or tort liability, if any, arising out of or in relation these GT&C (and any separate contract thereunder) shall be governed by and construed in accordance with the law of the country where the relevant JDE entity that acts as the seller for the relevant transaction as identified in the relevant purchase order and invoice has its registered office, without giving effect to any other choice-of-law or conflict-of-laws rules or provisions (whether of such country or any other jurisdiction) that would cause the laws of any jurisdiction other than such country to be applicable. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these GT&C and any transaction that may be implemented in connection with these GT&C. Any dispute, controversy or claim arising out of or relating to these GT&C (and any separate contract thereunder), including its interpretation, validity, enforcement, performance or termination, or to a breach hereof, or concerning any matters of extra-contractual and/or tort liability, if any, arising out of or in relation to these GT&C (and any separate contract thereunder), which cannot be resolved amicably, shall be submitted to the exclusive jurisdiction of the courts of the judicial district of the country where the relevant JDE entity that acts as the seller for the relevant transaction as identified in the relevant purchase order and invoice has its registered office, without prejudice to the right of JDE to initiate proceedings before the courts of the place where the buyer has its registered office.

12.2 JDE can delegate, assign, subcontract or transfer any of its rights or obligations under these GT&C (and any separate contract thereunder), either in whole or in part, to any third party or any affiliate(s) without the buyer's consent upon notice to the buyer. The buyer hereby agrees to co-operate in advance with any such delegation, assignment, subcontracting or transfer of rights or obligations.

12.3 A term or part of a term of these GT&C that is found to be illegal, invalid or unenforceable shall not affect the remaining terms or enforceable parts of the term in question, subject, however, to the operation of this clause not negating the essential commercial and other aspects of these GT&C (and any separate contract thereunder). Moreover, in this case, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

12.4 No party shall be deemed to have waived any rights or remedies arising out of these GT&C, agreement or out of any default or breach

hereunder unless such party executes the waiver in writing. Such waiver shall not be construed to constitute a waiver of any other rights or remedies.

12.5 Without prejudice to any other provision(s) of these GT&C, to the maximum extent permitted by applicable law, any and all claims whatsoever by the buyer arising out of or in connection with the present GT&C or any offer, order or agreement will in any event become time-barred after expiration of one (1) year as from the date of delivery of the relevant Products.

12.6 A person who is not a party to these GT&C cannot enforce any of its terms.