



General Terms and Conditions of Sale and Delivery

Revyve B.V. | 2026

Bronland 10, 6708 WH Wageningen, the Netherlands
KvK 92876919 | VAT NL866202298B01 | revyve.bio

1. Definitions and applicability

- 1.1** In these Terms, capitalised expressions have the following meaning:
- 1.2** "Agreement" means any agreement (in writing, electronic form or oral and subsequently confirmed in writing) between Revyve and the Customer concerning the sale and delivery of the Goods, including these Terms and any order confirmation, supply agreement or special conditions agreed in writing.
- 1.3** "Customer" means the person, firm or company to whom Revyve supplies the Goods.
- 1.4** "Goods" means any goods of any nature (including any part of them) which Revyve supplies to the Customer, together with any related services received by the Customer from Revyve under an Agreement.
- 1.5** "Parties" means Revyve B.V. and the Customer (and individually a "Party").
- 1.6** "Restricted Person" means any person or legal entity that is (i) designated by the United States as a Specially Designated National & Blocked Person; (ii) otherwise subject to any Sanctions issued by the United States, the European Union or any of its Member States, or the United Kingdom; (iii) owned or controlled by, or affiliated with, or acting for or on behalf of, any of the foregoing; or (iv) otherwise subject to any Sanctions.
- 1.7** "Sanctions" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures applicable to either Party or to the activities contemplated under the Agreement, including those issued by the European Union, the United Kingdom, the United Nations, and the United States (including those administered by OFAC and the US Department of Commerce, Bureau of Industry and Security).
- 1.8** "Revyve" means Revyve B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its registered office at Bronland 10, 6708 WH Wageningen, the Netherlands, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 92876919, VAT number NL866202298B01, and any of its affiliates and group companies acting as supplier under an Agreement.
- 1.9** "Specifications" means the technical, microbiological and analytical specifications for the Goods as set out in Revyve's commercial offer or order confirmation, or, in the absence of agreed specifications, in Revyve's most recent technical data sheet for the relevant Good.
- 1.10** "Terms" means these general terms of sale and delivery, as amended from time to time, together with any special conditions agreed in writing between Revyve and the Customer.
- 1.11** Unless otherwise agreed in writing, these Terms apply to and are part of every request, quotation, order and Agreement for the supply of Goods by Revyve to the Customer. The applicability of any purchase or other terms of the Customer is expressly rejected, even where Revyve does not expressly object to them.
- 1.12** References in these Terms to a number of days mean calendar days, unless expressly stated otherwise.

2. Quotations and formation of Agreement

- 2.1** Quotations and offers made by Revyve are non-binding and subject to written confirmation by Revyve.
- 2.2** An order is binding on Revyve only after Revyve has confirmed the order in writing (including by electronic means). The written acceptance of an order by Revyve constitutes the Agreement between the Parties.
- 2.3** The quantity, quality and description of the Goods will be as set out in Revyve's order confirmation or, where applicable, the delivery note.
- 2.4** A request by the Customer to amend or cancel a confirmed order is only effective if accepted in writing by Revyve. Revyve may make such acceptance subject to compensation for committed costs (including raw materials, packaging, capacity and logistics).
- 2.5** Electronic communications between the Parties are valid as "written" communications. Revyve's records of such communications constitute prima facie evidence of their content and date of dispatch.

3. Prices

- 3.1** The price for the Goods is the price stated in the Agreement. Unless otherwise stated, prices are exclusive of loading, transport, insurance, warehousing, VAT and any other taxes, duties or levies, all of which are payable by the Customer.
- 3.2** Unless otherwise agreed in writing, Revyve may adjust the prices during the term of an Agreement to reflect, on reasonable written notice to the Customer, (i) increases in Revyve's actual costs of raw materials, ingredients, additives, packaging, transportation and logistics, containers, insurance, energy or labour; (ii) changes or delays in delivery dates; (iii) changes in quantities or Specifications requested by the Customer; (iv) delays caused by the Customer's failure to provide adequate information or instructions; or (v) changes in applicable taxes, duties or regulatory levies.
- 3.3** If a price increase under clause 3.2 exceeds 10% in any twelve-month period and is not the consequence of changes requested by the Customer, the Customer may terminate the affected order in writing within fifteen days of Revyve's notice of the increase, without liability to Revyve other than payment for Goods already delivered or in production.

4. Payment

- 4.1** Unless otherwise agreed in writing, payment shall be made against invoice, inclusive of VAT, to the bank account designated by Revyve, within thirty (30) days of the invoice date.
- 4.2** The Customer shall make all payments in euros, or in such other currency as is set out in the order confirmation, without set-off, deduction or counterclaim, and free and clear of any taxes, withholdings or other charges.
- 4.3** From the date any sum becomes due and remains unpaid, Revyve is entitled to charge interest at the Dutch statutory commercial interest rate as provided in Article 6:119a of the Dutch Civil Code, accruing from the due date until full payment is received. The Customer shall reimburse all reasonable extrajudicial and judicial costs of collection incurred by Revyve.
- 4.4** Any complaint relating to an invoice must be notified in writing, with documentary evidence, to Revyve within ten (10) days from the date of the invoice. Thereafter, the Customer is deemed to have accepted the invoice. The Customer is not entitled to suspend or withhold any payment obligation.
- 4.5** If the Customer's creditworthiness deteriorates materially, Revyve may require advance payment, additional security or alternative payment terms before continuing to deliver under any Agreement.
- 4.6** Revyve's bank account details are as stated on the relevant invoice. Revyve will never request a change of its bank account or payment details by email alone. Any purported change to Revyve's bank account details must be verified by the Customer directly with Revyve by telephone, using a telephone number obtained independently from any communication notifying such change, before any payment is made. Revyve accepts no liability for payments made to any account other than the account stated on Revyve's original invoice, including where the Customer has acted on fraudulent or unauthorised instructions purporting to originate from Revyve.

5. Delivery

- 5.1** Delivery of the Goods will be made in accordance with the Incoterm specified in the Agreement (Incoterms® 2020). If no Incoterm is specified, delivery shall be FCA (Revyve's premises or such dispatch location as Revyve designates).
- 5.2** Quoted delivery dates are indicative only and time of delivery is not of the essence. Revyve will use reasonable efforts to deliver on time and will notify the Customer as soon as reasonably possible of any foreseeable delay. Revyve is not liable for any delay in delivery and a delay does not entitle the Customer to terminate, cancel or refuse to accept a delivery, order or Agreement.
- 5.3** Revyve may deliver the Goods in instalments. Each instalment will be treated as a separate Agreement. A defect in or failure of an instalment does not entitle the Customer to refuse, cancel or terminate any other instalment or Agreement.
- 5.4** If the Customer fails to take delivery of Goods properly tendered for delivery, the Goods will be deemed delivered, and Revyve may store the

Goods at the Customer's risk and expense and invoice the Customer for the price and reasonable storage and handling costs.

- 5.5** Where the Customer is responsible for transport (e.g. EXW or FCA), the carrier appointed by the Customer is deemed to act on the Customer's behalf, and the Customer bears the risk of any damage in transit.

6. Transfer of risk and retention of title

- 6.1** Risk of loss of, or damage to, the Goods passes to the Customer in accordance with the applicable Incoterm.
- 6.2** Title to the Goods passes to the Customer only after Revyve has received full payment of all amounts due in respect of the Goods delivered under the Agreement, including any default interest, costs and damages.
- 6.3** Until title has passed, the Customer shall keep the Goods clearly identifiable as the property of Revyve, store them in accordance with the storage conditions specified by Revyve, insure them against loss, damage and theft, and make the relevant insurance policy available for inspection by Revyve on request.
- 6.4** If the Customer is in default, or if Revyve has good reason to suspect that the Customer may default on any of its obligations, Revyve may, at the Customer's expense, repossess any Goods to which it still holds title. The Customer hereby grants Revyve and its representatives an irrevocable right of access to the premises where the Goods are stored for that purpose.
- 6.5** The Customer is not entitled to pledge, transfer ownership of, encumber, or grant security over the Goods to any third party while title remains with Revyve.

7. Specifications and samples

- 7.1** Revyve may make changes to the Specifications which are required to comply with applicable statutory or regulatory requirements, or which do not materially adversely affect the quality, function or safety of the Goods. Revyve will use reasonable efforts to give the Customer prior written notice of material changes – 30 days.
- 7.2** If the Goods are made or altered by Revyve in accordance with a specification provided by the Customer, the Customer shall indemnify Revyve against all costs, claims, damages and expenses arising from such specification, including any infringement of any third-party intellectual property rights.

8. Inspection, claims and remedies

- 8.1** On delivery of the Goods, the Customer shall, without undue delay, inspect the Goods to determine whether they conform to the Specifications and to the relevant order confirmation.
- 8.2** All claims relating to the Goods must be notified in writing to Revyve, with documentary evidence:
- (a)** within fourteen (14) days of the date of delivery, in respect of any defect, default or shortage that would be apparent from a reasonable inspection on delivery;
 - (b)** within seven (7) days of the date on which any other claim was, or ought reasonably to have been, apparent; and
 - (c)** in any event no later than six (6) months after the date of delivery of the Goods.
- 8.3** Failure to notify a claim within the periods above results in a waiver of all claims in respect of the relevant Goods. The use, processing, blending, repackaging or onward sale of the Goods constitutes unconditional acceptance of those Goods and a waiver of all claims in respect of them, save for hidden defects which could not reasonably have been discovered by such use or processing.
- 8.4** Whether or not the Goods conform to the Specifications shall be determined solely by reference to analysis of the reference samples or production records retained by Revyve, taken from the batch of Goods in question and analysed in accordance with Revyve's standard analytical methods. The Customer may request that the analysis of the retained reference samples be verified by an independent laboratory. If the Parties cannot agree on the identity of the laboratory within ten (10) days of the Customer's request, either Party may apply to the Netherlands Standardisation Institute (NEN) or such other mutually agreed

accreditation body to nominate an accredited laboratory. The costs of the independent laboratory analysis shall be borne by: (a) the Customer, if the independent analysis confirms that the Goods conform to the Specifications; or (b) Revyve, if the independent analysis confirms that the Goods do not conform to the Specifications. The result of the independent laboratory analysis shall be final and binding on both Parties.

- 8.5** If Revyve accepts that the Goods do not conform to the Specifications, Revyve may, at its sole discretion and as the Customer's sole and exclusive remedy: (a) replace the non-conforming Goods at no charge; or (b) issue a credit note for, or refund, the price of the non-conforming Goods. Revyve will not bear any further costs (including reprocessing, repackaging, transport, recall or downstream costs) save where expressly agreed in writing.

- 8.6** Defects affecting only part of a delivery do not entitle the Customer to refuse the remainder of the order. Pending resolution of a complaint, the Customer's payment obligations remain unaffected.

9. Warranties

- 9.1** Revyve warrants that, at the time of delivery: (a) it has, or will have, title to sell the Goods; and (b) the Goods will conform to the agreed Specifications.
- 9.2** Save as expressly set out in clause 9.1, Revyve makes no, and expressly disclaims all, other express or implied representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, conformity with the law of the Customer's country, or suitability for the Customer's intended use of the Goods.
- 9.3** The Customer warrants that: (a) it will at all times comply with all applicable laws, rules, regulations and statutory requirements relating to competition, anti-corruption and bribery, sanctions and export controls; (b) neither it nor any of its affiliates, shareholders, beneficial owners, officers, directors, employees, agents, or sub-contractors is a Restricted Person, is affiliated with a Restricted Person, or is acting for or on behalf of a Restricted Person; and (c) it will not re-export, transfer, divert or otherwise make available any Goods to or for the benefit of any Restricted Person or in any manner that would breach any applicable Sanctions.

10. Food safety, end-use responsibility and Customer obligations

- 10.1** The Goods are intended for use as ingredients, processing aids or inputs for further processing by the Customer. The Customer is solely responsible for assessing whether the Goods are fit for the Customer's intended application and end-product.
- 10.2** The Customer is solely responsible for compliance of any product manufactured, distributed, marketed or sold by the Customer (or by any person on the Customer's behalf) and that contains, is derived from, or is produced using the Goods (a "Customer Product"), with all applicable laws and regulations, including, without limitation: (a) food safety, hygiene and traceability; (b) labelling, ingredient declaration, nutritional declaration and allergen disclosure; (c) health, nutrition and other claims (including marketing claims); (d) novel food, GMO, contaminant, additive and pesticide residue rules; and (e) end-market regulatory authorisations, registrations and approvals.
- 10.3** The Customer shall not make, or permit any third party to make, in respect of any Customer Product any claim, statement or representation that goes beyond the information provided by Revyve in the Specifications or in Revyve's technical and regulatory documentation, without Revyve's prior written consent.
- 10.4** The Customer shall implement and maintain its own quality assurance, food safety (including HACCP), traceability and recall procedures appropriate to the Customer Product. The Customer shall keep proper batch records linking the Goods received from Revyve to the Customer Products supplied to the Customer's own customers.
- 10.5** If the Customer becomes aware of any actual or suspected safety, quality or regulatory issue affecting the Goods or any Customer Product, the Customer shall notify Revyve in writing without undue delay and shall cooperate reasonably with Revyve in any investigation, withdrawal or recall.
- 10.6** Decisions on whether to issue any product withdrawal or recall in respect of a Customer Product, and the conduct of any such withdrawal or recall, are the sole responsibility of the Customer. Revyve will cooperate reasonably with the Customer's recall efforts but shall have no liability for



the conduct or cost of any recall, save where expressly agreed in writing or required by mandatory law.

11. Indemnification

- 11.1** The Customer shall indemnify, defend and hold harmless Revyve and its affiliates, and their respective officers, directors, employees and agents, from and against any and all third-party claims, demands, suits, judgments, fines, penalties, damages, losses, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) the Customer's breach of these Terms or of any Agreement, including any breach of clauses 9.3, 10 or 16; (b) the Customer's failure to comply with applicable laws and regulations; (c) the marketing, distribution, promotion, storage, handling, processing or sale of the Goods or any Customer Product by the Customer or by any of the Customer's sub-distributors, agents or sub-suppliers; (d) any claim, statement or representation made by the Customer on or in connection with any Customer Product or its packaging or promotional material; and (e) any acts or omissions of the Customer, the Customer's sub-suppliers, sub-contractors, agents, employees or distributors.
- 11.2** Revyve shall indemnify the Customer from and against any third-party claim alleging that the Goods, as supplied by Revyve and used by the Customer in the manner expressly contemplated in the Specifications, infringe a registered intellectual property right valid in the Netherlands or, where the relevant Agreement expressly designates another supply territory, in that territory, provided that the Customer (a) notifies Revyve promptly in writing of the claim, (b) allows Revyve to control the defence and settlement of the claim, and (c) provides Revyve with reasonable assistance. Revyve's indemnity under this clause 11.2 does not apply to any claim arising from (i) the combination, reformulation or application of the Goods by the Customer with or into other materials or products, (ii) the Customer's modification of the Goods, or (iii) use of the Goods in a manner not expressly contemplated in the Specifications. Revyve's indemnification under this clause 11.2 is the Customer's sole and exclusive remedy for any IP infringement claim and is subject to the overall liability cap in clause 12.

12. Limitation of liability

- 12.1** Subject to clauses 12.3 and 12.4, the aggregate liability of Revyve to the Customer under or in connection with an Agreement or these Terms, however arising, whether in contract, tort (including negligence), under statute or otherwise, will not exceed the higher of: (a) the total price paid by the Customer to Revyve for the affected Goods in the twelve (12) months preceding the event giving rise to the claim; or (b) one hundred and ten per cent (110%) of the total fees paid by the Customer to Revyve under the relevant Agreement in the twelve (12) months preceding such event. The Customer's aggregate liability to Revyve under or in connection with an Agreement or these Terms is not subject to the cap in this clause 12.1, without prejudice to any other limitation expressly agreed in writing.
- 12.2** Subject to clauses 12.3 and 12.4, neither Party will be liable to the other for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit, loss of revenue, loss of contracts, loss of goodwill, loss of business, loss of use, business interruption, costs of cover, loss of or damage to data, costs of product withdrawal or recall, downstream rework or repackaging costs, or any third-party demands made against the affected Party that are themselves of an indirect or consequential nature.
- 12.3** The limitations and exclusions of liability in clauses 12.1 and 12.2 do not apply to: (a) liability for death or personal injury caused by negligence; (b) liability for fraud or fraudulent misrepresentation; (c) liability for willful misconduct; (d) the Customer's payment obligations; (e) breach of confidentiality (clause 13); (f) infringement of the other Party's intellectual property rights, save that Revyve's indemnity obligations under clause 11.2 remain subject to the aggregate liability cap in clause 12.1 and are not excluded from that cap by this sub-clause 12.3(f); (g) the Customer's indemnification obligations under clause 11.1; or (h) any liability that cannot be limited or excluded by mandatory law.
- 12.4** The limitations of liability set out in this clause 12 apply to the maximum extent permitted by applicable law and regulation. Nothing in these Terms is intended to limit either Party's liability in any manner that would be unenforceable or contrary to public policy in the relevant jurisdiction.

13. Confidentiality

- 13.1** Each Party (the "Receiving Party") shall keep confidential all non-public information disclosed to it by or on behalf of the other Party (the "Disclosing Party") in connection with the Agreement, including the Specifications, technical and processing know-how, recipes, customer data, commercial terms, prices and the existence and content of any Agreement ("Confidential Information").
- 13.2** The Receiving Party shall: (a) use the Confidential Information solely for the purpose of performing the Agreement; (b) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its affiliates, employees, professional advisors and sub-contractors who need to know it for the performance of the Agreement and who are bound by confidentiality obligations no less protective than those set out in this clause 13; and (c) protect the Confidential Information using at least the same degree of care that it uses for its own confidential information of similar importance, and in any event no less than reasonable care.
- 13.3** The obligations in this clause 13 do not apply to information which: (a) is or becomes publicly available other than through breach of these Terms; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by applicable law, by a court order or by a competent regulator, provided that, where lawful, the Receiving Party gives the Disclosing Party prompt written notice and reasonable opportunity to seek a protective order.
- 13.4** The obligations in this clause 13 survive termination or expiry of the Agreement for a period of five (5) years, except in respect of trade secrets and technical know-how, where the obligations continue for as long as the information retains the character of a trade secret under applicable law.

14. Intellectual property

- 14.1** All intellectual property rights in or relating to the Goods, including the strains, processes, formulations, Specifications, technical data and know-how used in their production, are and remain the exclusive property of Revyve or its licensors.
- 14.2** Nothing in any Agreement transfers, assigns or grants to the Customer (whether by implication, estoppel or otherwise) any licence under any patent, trademark, copyright, design right, database right, trade secret or other intellectual property right of Revyve, except for a non-exclusive, non-transferable, non-sublicensable right to use the Goods as supplied for the Customer's normal business purposes.
- 14.3** The Customer shall not, and shall not permit any third party to, reverse engineer, decompile, analyse for the purpose of reproduction, isolate strains from, or otherwise attempt to determine the composition, formulation or production process of, the Goods, save to the extent that such activity is expressly permitted by mandatory law and may not be excluded by contract.
- 14.4** The Customer may not use the name "Revyve", the Revyve logo, or any other trademark, trade name or branding of Revyve, in its marketing materials, packaging, website or otherwise, without Revyve's prior written consent. Where Revyve consents to such use, the Customer shall comply with Revyve's reasonable trademark usage and brand guidelines.
- 14.5** The Customer shall not register, or attempt to register, any trademark, trade name, domain name or other intellectual property right that is identical or confusingly similar to any of Revyve's names, marks or branding.

15. Personal data and privacy

- 15.1** Each Party shall comply with applicable personal data protection laws, including Regulation (EU) 2016/679 (GDPR) and the implementing legislation of the Netherlands. Revyve's processing of personal data of the Customer's representatives in connection with the Agreement is described in Revyve's privacy policy, available at [www.revyve.bio/privacy](#).
- 15.2** Before commencing performance under any Agreement, the Parties shall jointly assess whether the Agreement involves the processing of personal data by one Party on behalf of the other Party. Where such processing is identified, the Parties shall enter into a separate written data processing agreement (verwerkersovereenkomst) in accordance with Article 28 GDPR before such processing begins. Neither Party shall process personal

data on behalf of the other without such a data processing agreement being in place.

- 15.3** The Parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing, including measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

16. Sanctions, anti-bribery and Responsible Business Conduct

- 16.1** Neither Party shall be obliged to take any action that is prohibited or restricted under, or that would expose it to, any Sanctions. Either Party may suspend or terminate any affected delivery, order or Agreement, without liability, if performance would (or might reasonably) result in a breach of Sanctions.
- 16.2** Each Party warrants that, in connection with the Agreement, it will not, and will procure that its officers, employees, agents and sub-contractors will not, offer, promise, give, request, agree to receive or accept any financial or other advantage with the intention of inducing or rewarding the improper performance of any function or activity, in breach of any applicable anti-bribery or anti-corruption laws (including the Dutch Penal Code, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010).
- 16.3** The Customer acknowledges that Revyve operates a Responsible Business Conduct policy addressing human rights, labour standards, environment, food safety and integrity, and shall not knowingly act in a manner that causes Revyve to be in breach of that policy. Revyve's policies are available at [revyve.com](#) or on request.
- 16.4** Either Party may, on reasonable notice, request the other Party to provide a written confirmation of compliance with this clause 16.

17. Insurance

- 17.1** Each Party shall maintain, at its own cost and with reputable insurers, insurance cover that is appropriate to its activities under the Agreement, including, where applicable, general third-party liability and product liability insurance.
- 17.2** Revyve confirms that, on the date of these Terms, it benefits from general third-party liability cover and contaminated-product (recall) cover with worldwide territorial scope. Either Party shall, on reasonable written request, provide the other Party with a certificate of insurance evidencing the cover required under this clause 17.
- 17.3** The existence of insurance cover does not limit, modify or replace either Party's liability or remedies under these Terms or any Agreement, and the limits of liability set out in clause 12 apply regardless of the insurance limits available to either Party.

18. Force majeure

- 18.1** Neither Party is liable for any failure or delay in the performance of its obligations (other than payment obligations) caused by circumstances beyond its reasonable control, including: acts of civil or military authority; fire; flood; earthquake; windstorm; epidemic or pandemic; cyber-attacks (including ransomware, denial-of-service, data breaches and other malicious cybersecurity incidents); riot; war (declared or not), invasion, hostilities, civil war, rebellion, insurrection or terrorism; strikes, labour disputes or lock-outs; transport, logistics or import/export restrictions or delays; breakdowns or accidents of machinery; shortages of raw materials, ingredients, additives, packaging, transport, logistics services, containers, labour or energy; financial or other crises; failure of suppliers or sub-contractors; and government action ("Force Majeure").
- 18.2** The Party affected by Force Majeure shall promptly notify the other Party in writing, with reasonable detail, and shall use reasonable efforts to resume performance as soon as possible. The time for performance shall be extended for the duration of the Force Majeure event.
- 18.3** If a Force Majeure event continues for more than three (3) consecutive months, either Party may terminate the affected Agreement or order in writing without liability to the other, save for accrued payment obligations and the return of any prepaid amounts for Goods not yet delivered.

19. Default and termination

- 19.1** The Customer is in default if: (a) the Customer commits a material breach of the Agreement and, where capable of remedy, fails to remedy that breach within fifteen (15) days of receiving written notice from Revyve requiring it to do so; or (b) the Customer becomes bankrupt, applies for or is granted a suspension of payments, is placed under court administration, enters into liquidation, makes a composition with its creditors, becomes the subject of any insolvency or restructuring proceedings, or is unable to pay its debts as they fall due.
- 19.2** In the event of default, Revyve may, without prejudice to its other rights and remedies and without being liable for any compensation, on written notice to the Customer with immediate effect: (a) terminate the Agreement, in whole or in part; (b) cancel or suspend further deliveries; (c) repossess any Goods to which it still holds title; and (d) claim compensation for damages, losses and costs incurred.
- 19.3** On default, all amounts owed by the Customer to Revyve shall become immediately due and payable.
- 19.4** Revyve may terminate or suspend the Agreement, or any order, by giving the Customer not less than thirty (30) days' prior written notice, without liability, where Revyve decides to discontinue or materially scale down production or supply of the relevant Good as a result of significant shortage or substantial cost increase of raw materials, ingredients, additives, packaging, transport, logistics services, containers, labour or energy, or as a result of any change in applicable law or regulation that materially affects Revyve's ability to supply the Good. In cases of genuine emergency (including any safety recall or regulatory prohibition requiring immediate cessation of supply), Revyve may terminate or suspend with immediate effect by written notice.
- 19.5** Termination of the Agreement does not affect any rights, remedies or obligations of the Parties that have accrued prior to termination, nor any provisions that, by their nature, are intended to survive termination (including clauses 6 (retention of title), 8 to 18, 20 and 21).

20. Notices

- 20.1** Any notice under these Terms shall be in writing and shall be sent to the address of the recipient set out in the Agreement (or in the most recent order confirmation), or to such other address as the recipient has notified the sender from time to time.
- 20.2** Notices may be sent by hand, by registered post, by reputable international courier, or by email to a designated commercial contact, and are deemed received: (a) if delivered by hand, on delivery; (b) if sent by registered post or international courier, three business days after dispatch; or (c) if sent by email, on receipt of an automated delivery confirmation, save that any notice of breach, default, termination or claim must be confirmed by registered post or courier within five (5) business days.

21. Miscellaneous

- 21.1** These Terms, together with the Agreement, constitute the entire agreement between the Parties in respect of the subject matter and supersede all prior or contemporaneous oral or written communications, proposals, representations or agreements. In the event of a conflict between the Agreement and these Terms, the Agreement prevails.
- 21.2** No modification, amendment or waiver of any provision of these Terms or of an Agreement is effective unless made in writing and duly signed by both Parties (or, in the case of a waiver, by the Party against whom enforcement is sought).
- 21.3** Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld), save that Revyve may assign or transfer any or all of its rights and obligations to any of its affiliates or to a successor in connection with a sale of all or substantially all of its business or assets.
- 21.4** Any change in control of the Customer (including any direct or indirect change of more than 50% of its voting rights or economic interest) entitles Revyve, on written notice given within sixty (60) days of becoming aware of such change, to terminate any then-current Agreement without liability, save for accrued obligations. The Customer shall notify Revyve in writing without undue delay, and in any event within fifteen (15) business days of the Customer becoming aware, of any proposed or completed transaction that would or does result in a change of control of the Customer within the meaning of this clause 21.4. Failure to give such notification constitutes a material breach of the Agreement for the purposes of clause 19.1. The sixty (60) day period for Revyve to exercise its



termination right runs from the date Revyve actually receives notice under this clause, or from the date Revyve otherwise obtains actual knowledge of the change of control, whichever is earlier.

- 21.5** If any provision of these Terms or of an Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that provision shall be deemed amended to the minimum extent necessary to make it legal, valid and enforceable, or, if that is not possible, severed; the remaining provisions shall remain in full force and effect.
- 21.6** Neither the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna 1980) nor any successor or implementing legislation applies to any Agreement.
- 21.7** Failure or delay by a Party in exercising any right, power or remedy under these Terms is not a waiver of that right, power or remedy.
- 21.8** These Terms have been drafted in the English language. If a translation is provided for convenience, the English version prevails in the event of any discrepancy.
- 21.9** Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between the Parties.

22. Governing law and jurisdiction

- 22.1** These Terms, each Agreement, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be interpreted in accordance with, the laws of the Netherlands, to the exclusion of any conflict-of-laws rules that would refer to the laws of any other jurisdiction.
- 22.2** Any dispute arising out of or in connection with these Terms or any Agreement that the Parties are unable to resolve through good-faith negotiation between authorised representatives within sixty (60) days shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands. Notwithstanding the foregoing, either Party may at any time seek urgent interim relief (including injunctive relief and provisional measures) from any court of competent jurisdiction without being required to first complete the sixty-day negotiation period, and without such action constituting a waiver of the obligation to negotiate or the exclusive jurisdiction clause. Notwithstanding the foregoing, Revyve may bring proceedings to enforce payment, retention of title or its intellectual property rights in any court of competent jurisdiction.

— End of Terms —

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