Version of 7 July 2023

Additional conditions of sale of Cheese Products ("Additional Conditions") of Royal FrieslandCampina N.V. and its subsidiaries (each, "FrieslandCampina")

1. Definitions and Scope of Application

1.1. All capitalised terms not otherwise defined herein shall have the meaning ascribed to the same in the Terms & Conditions of Sale of Royal FrieslandCampina N.V. and its subsidiaries, the latest version of which is available at https://www.frieslandcampina.com/terms-and-conditions/ (the "**T&Cs**").

1.2. Any contract concluded between FrieslandCampina and any third party ("**Customer**") for the sale by FrieslandCampina to the Customer of any unsliced whole cheeses, including individual cheese and any related services (collectively "**Cheese Products**"), and the purchase of such Cheese Products by the Customer from FrieslandCampina, including the Commercial Terms (collectively, a "**Contract**"), shall be subject to these Additional Conditions in addition to the T&Cs, unless FrieslandCampina expressly agrees otherwise in writing.

1.3. In the event of a conflict between these Additional Conditions, the T&Cs and a Contract, the Commercial Terms shall have priority, followed by first the Additional Conditions, and then the T&Cs.

2. Differing Quantity

2.1. If a particular quantity in units has been agreed in a Contract ("**Agreed Quantity**") and the quantity delivered as indicated on the waybill ("**Waybill Quantity**") deviates from the Agreed Quantity, the Waybill Quantity will be invoiced by FrieslandCampina to the Customer.

2.2. If the Waybill Quantity deviates from the Agreed Quantity by less than 5%, this will not be deemed a breach of its obligations by FrieslandCampina.

2.3. If (i) Waybill Quantity deviates from the Agreed Quantity by more than 5%, and/or, (ii) according to the Customer, the actual quantity delivered deviates from the Waybill Quantity, the Customer shall notify FrieslandCampina in writing before 9.00 am on the first business day following the date of delivery. Any notices shall contain an accurate description of the particular Cheese Products, the Agreed Quantity, and (a) the Waybill Quantity, and/or (b) the alleged actual quantity delivered. Failure by the Customer to comply with the notification period stated above shall preclude the Customer from making any claims against FrieslandCampina, including any right to dispute the related invoice or the actual quantity delivered or to claim subsequent delivery of an alleged insufficient quantity delivered.

3. Difference in Weight of Naturally Ripened Cheese Products

3.1. In case of carriage paid delivery, the delivered weight of unpackaged naturally ripened Cheese Products as determined by FrieslandCampina and stated on the waybill shall be binding on the Customer, unless the Customer weighted the Cheese Products immediately upon and at the location of delivery, the Customer notified FrieslandCampina in writing of a weight difference ultimately on the first business day following the date of delivery of the Cheese Products, and such notice is accompanied by the weight list of the Customer.

3.2. If the situation as described in clause 3.1 occurs, a weight difference up to and including 0.20% will not result in reimbursement. If the weight difference exceeds 0.20% and the Customer's complaint is found to be justified by FrieslandCampina, the price related to the weight difference exceeding 0.10% shall be reimbursed by FrieslandCampina to the Customer.

4. Loading Requirements

4.1. The maximum loading height for transport and/or storage by or on behalf of the Customer shall be agreed upon by FrieslandCampina and the Customer in the Contract.

4.2. In case foil-ripened Cheese Products are delivered on pallets, the Customer shall not stack the pallets.

5. Storage, Keeping and Transport of Cheese Products

5.1. When transporting, handling, using, processing and/or storing Cheese Products, the Customer shall comply with all applicable laws and regulations and shall take into account any relevant local climatological and/or meteorological conditions.

5.2. The Customer shall ensure that, during ripening, Cheese Products with a natural rind are stored in a climate controlled warehouse or storage unit and in compliance with the, at that moment, usual recommended temperature, humidity and ventilation conditions. The Customer shall, depending on the type of Cheese Products and in accordance with good manufacturing practices, periodically inspect the temperature, relative humidity and rind development, and shall keep record thereof for each periodic inspection.

6. Inspection, Notification, and Claims

6.1. This clause 6 (Inspection, Notification, and Claims) overrides clause 11 (Inspection, Notification, and Claims) of the T&Cs.

6.2. If a Cheese Product delivered contains any defects that threatens, or may threaten, food safety, or if the Customer receives a complaint or notification from a customer regarding food safety, the Customer shall immediately notify FrieslandCampina.

6.3. The Customer shall, following delivery to it of any Cheese Products, promptly conduct an inspection of such Cheese Products. Any defects, including (i) rind defects, (ii) exterior defects on form, dimensions and appearance of the Cheese Products ("**Form Defects**"), and (iii) defects present in the interior which can be discovered if the Cheese Products are cut or physically sampled, including defects related to the eye distribution, cracks and crystals ("**Dairy Defects**"), shall be notified by the Customer to FrieslandCampina in writing within two business days of the delivery of the Cheese Products.

6.4. Any hidden defects, including hidden rind defects, Form Defects or Dairy Defects shall be notified by the Customer to FrieslandCampina in writing within two business days after their discovery.

6.5. Any notices shall contain an accurate description of the (alleged) defect. Neither the provision of a notice to FrieslandCampina, nor the institution of a claim in any other manner shall relieve the Customer from its payment obligations.

6.6. Failure by the Customer to comply with the notification periods stated above shall preclude the Customer from making any claims against FrieslandCampina.

6.7. Claims regarding defects, including rind defects, Form Defects or Dairy Defects, can only be admissible if all conditions stated below are fulfilled:

(a) to a particular age, the usual drying has taken place and the Cheese Products have, during storage with the Customer, received a sufficient number of coating treatments with cheese plastic, equally divided over both sides;
(b) conditioned ripening has taken place and a dry rind has developed; and
(c) the loading requirements referred to in clause 4 (Loading Requirements) have been complied with, unless agreed otherwise in advance,

in each case in accordance with the usual applicable standards to prevent defects, including rind defects, Form Defects or Dairy Defects.

6.8. No claims shall in any event be made against FrieslandCampina if the Customer has breached its obligations pursuant to clause 5 (Storage, Keeping and Transport of Cheese Products), or if the Cheese Products concerned have been transported, handled, used, processed or stored by or on behalf of the Customer incorrectly or contrary to any advice as included in the Specifications, or any instructions given by or on behalf of FrieslandCampina.

6.9. Limitation period rind defects and Form Defects

No claims regarding rind defects or Form Defects shall in any event be made against FrieslandCampina after the following number of calendar weeks after the production date:

(a) for unpackaged naturally ripened Maasdammer and Amsterdam: 8 calendar weeks;
(b) for unpackaged naturally ripened cheese loaf 2.5 or 4.5kg and Cheese Products with added flavoring: 5 calendar weeks; and
(c) for any other Cheese Products: 6 calendar weeks.

6.10. Limitation period Dairy Defects unpackaged naturally ripened Cheese Products

In case of unpackaged naturally ripened Cheese Products, no claims regarding Dairy Defects shall in any event be made against FrieslandCampina after the following number of calendar weeks after the production date:

(a) for Amsterdam and Cheese Products with added flavoring: 5 calendar weeks;
(b) for Maasdammer and cheese loaf 2.5 or 4.5kg: 8 calendar weeks;
(c) for Gouda 4.5kg, Proosdij Cheese, Cheese Products with reduced salt, and Cheese Products with reduced fat: 24 calendar weeks; and
(d) for other unpackaged naturally ripened Cheese Products: 52 calendar weeks.

6.11. Limitation period Dairy Defects foil-ripened Cheese Products

In case of foil-ripened Cheese Products, no claims regarding Dairy Defects shall in any event be made against FrieslandCampina after the following number of calendar weeks after the production date:

(a) for Cagliata: 3 calendar weeks
(b) for Mozzarella: 6 calendar weeks;
(c) for Emmentaler 6 weeks old: 10 calendar weeks;
(d) for Emmentaler 10 weeks old: 14 calendar weeks;
(e) for Maasdammer, Gouda, Edam, Mimolette, low fat, Butterkäse, Tilsiter and goat: 12 calendar weeks;
(f) for Proosdij 16 weeks old: 22 calendar weeks;
(g) for Goya 17 weeks old: 29 calendar weeks;
(h) for Goya 26 weeks old: 34 calendar weeks; and
(i) for other foil-ripened Cheese Products: 16 calendar weeks.

6.12. No claims regarding a Cheese Product shall be made against FrieslandCampina (i) with regard to functional limitations after expiry of the functional shelf-life of that Cheese Product, and (ii) in any case after the specified microbiological shelf life of that Cheese Product.

6.13. In cases of a justified and timely claim relating to a defective Cheese Product, the sole remedy available to the Customer shall be the replacement of the Cheese Product by FrieslandCampina at no charge to the Customer, or the crediting by FrieslandCampina to the Customer of the purchase price paid by the Customer for the defective Cheese Product, as shall be decided and agreed by the parties in writing.

7. Liability

This clause 7 (Liability) overrides sub-clause 12.1 (Liability) of the T&Cs. In all cases in which FrieslandCampina is obliged to pay damages, these shall be limited to an amount equal to the total value of the invoice (excluding VAT) paid by the Customer for the specific Cheese Products that caused the damage, but in any event to an aggregate maximum of EUR 2,000,000 (two million Euro) for all and any claims against FrieslandCampina.