

WayMark - General Terms of Purchase

WayMark general terms of purchase, effective as of 1st Oct 2025

1 Introduction

- 1.1 These general terms and conditions of purchase (the “**Terms**”) shall apply to sales transactions (“**Contracts**”) entered into by WayMark Group A/S and/or any of its subsidiaries from time-to-time (hereafter referred to jointly as “**WayMark**”).
- 1.2 The Terms shall apply to all Contracts, which are entered into on or after the date of the Terms unless otherwise expressly agreed by WayMark. WayMark will usually issue a purchase order confirmation (“**Purchase Confirmation**”) to the Seller (as defined below), however, the Terms shall apply to the purchase regardless of whether a Purchase Confirmation has been issued.
- 1.3 The “**Seller**” shall be defined as the party to which a Purchase Confirmation is issued by WayMark. If an intermediary or broker is involved in the purchase, the intermediary or broker shall also be deemed a Seller and be bound by these Terms.
- 1.4 Any terms and conditions proposed by the Seller supplementing or amending these Terms shall only be applicable if they have been expressly agreed to in writing by WayMark.

2 Terms of payment and prices

- 2.1 The price set out in the Purchase Confirmation includes packaging costs as well as costs to be incurred by the Seller under the agreed delivery terms.
- 2.2 WayMark is in its sole discretion entitled to settle any invoice issued with respect to a Contract by set off against any claims WayMark may have against a Seller.
- 2.3 The Seller is not entitled to demand interest nor charge a fee in case of delayed payment from WayMark.
- 2.4 Unless otherwise agreed in writing, the payment terms shall be 60 days from the invoice date.

3 Terms of delivery

- 3.1 All delivery clauses shall be interpreted in accordance with the latest version of INCOTERMS published by the International Chamber of Commerce in Paris, France, at the time of the issuance of the Purchase Confirmation.
- 3.2 It is the sole responsibility of the Seller to ensure that delivery can take place in accordance with local rules applicable in the jurisdiction where delivery is set to take place, including permits, licenses, and taxation rules. The Seller shall ensure that all necessary documents are acquired according to standards prior to delivery. WayMark shall have no liability for the lack of such documents.

4 Time of delivery

- 4.1 The date and week of delivery stated in the Purchase Confirmation shall be considered a precise date of delivery.

5 Quality

- 5.1 The quality of the goods shall be in accordance with the terms of the Purchase Confirmation.
- 5.2 Unless otherwise specifically agreed, the goods shall be of high, industrial standard.

6 Force majeure

- 6.1 In the event of force majeure, the Seller shall not be entitled to cancel or postpone a delivery or a part of a delivery for any period, without this being considered as a breach of the Contract and these Terms.
- 6.2 Force majeure shall include but not be limited to the following: Civil disorder, natural disasters (e.g. earthquakes, storm surges, comprising floods, volcanic eruptions, waterspouts), acts of terrorism, walk -outs, blockades or lock -outs (regardless of whether WayMark is party to such conflict), pandemics, war, riots, fire, transport accidents, restrictions of currency or other financial restrictions, import or export bans as well as sanctions implemented by or towards governments, operational failure as well as third party failure or shutdown of production or other operations .

7 Prohibition against child labour and slavery

- 7.1 The Seller warrants that it is not and has never been directly or indirectly connected to any instance of child labour or slavery. WayMark shall at all times be entitled to cancel any contract if a Seller is deemed to be or has been involved in slavery or child labour. WayMark does not accept the use of child labour by any of its counterparties nor by any third party, regardless of whether the circumstances deem slavery or child labour to be legal within the jurisdiction where they occur.
- 7.2 Child labour shall be defined as work that deprives children of their childhood, their potential and their dignity. Work that WayMark considers harmful to both the physical and mental development of children is not acceptable.
- 7.3 Slavery shall be defined as a person who is owned by another person. Slavery is also defined as an instance where an individual is being treated as if they were the property of another person.

8 Sanctions

- 8.1 The Seller warrants that it is not subject to any sanctions imposed by the United Nations, the European Union or the United States of America (collectively "**Sanctions**"), which prohibits or renders unlawful the performance of the Contract. The Seller further warrants that it is not selling the goods as agent, trustee or nominee of any person or entity with whom transactions are prohibited or restricted due to Sanctions.
- 8.2 If at any time WayMark becomes aware that there is reason to suspect that the Seller is not in compliance with Sanctions, WayMark shall be entitled in its sole discretion to terminate the contract. In the event of such termination, the Seller shall be liable for any and all losses suffered by WayMark consequently thereof.

- 8.3 WayMark have suspended all trades with Russia and Belarus, both indirectly and directly. Indirectly shall in this context be defined as circumstances whereunder WayMark is not involved in the transactions of goods moving physically. The Seller warrants that any Contract is not in any way connected to Russia and Belarus. WayMark can terminate any business relations with the Seller with immediate effect if the Seller violates this warranty. WayMark shall always be entitled to receive any and all documentation from a Seller which is relevant to determine if a Seller has breached this warranty.

9 Anti-Bribery and Corruption

- 9.1 The parties agree that in the performance of the Contract, they will always comply with all applicable anti-bribery and corruption regulations and have procedures in place which are designed to prevent the commission of any offence under such legislation.

10 Enhanced GDPR Compliance and Data Processing Terms

- 10.1 Under the terms of this Agreement, WayMark may process personal data, including but not limited to names and contact details (such as email addresses and phone numbers), of employees related to the fulfilment of contractual obligations and maintenance of communication. WayMark acts as a data controller in relation to the processing of such personal data and commits to adhering to the General Data Protection Regulation (“**GDPR**”) principles.
- 10.2 WayMark is responsible for ensuring that all individuals whose personal data is being processed are informed about the nature of this processing, the purposes for which their data is processed, and their rights under GDPR. These rights include, but are not limited to, the right to access, rectify, or erase their personal data; restrict processing; port their data; and object to processing. WayMark will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks, thereby protecting personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
- 10.3 For any inquiries or concerns regarding the processing of personal data under a Contract or these Terms, individuals are encouraged to contact WayMark at info@WayMarkfoods.com.

11 Confidentiality

- 11.1 All information disclosed in connection with a purchase or an intended purchase shall be considered confidential to the Seller and may not be shared by the Seller with anyone.
- 11.2 WayMark shall be entitled to disclose specific information including but not limited to corporate documents, permits, and test results, which WayMark receives from the Seller to other parties for the purpose of reselling the goods, or for any other purpose which WayMark deems relevant.

12 Waiver

- 12.1 Failure by WayMark to exercise or enforce any rights under these Terms shall not be deemed to be a waiver of any such right, nor to be a bar to exercise or enforcement thereof at any time or times thereafter.

13 Termination

- 13.1 WayMark shall be entitled to terminate any Contract at the following events:

- (a) if the Seller becomes insolvent or if bankruptcy or insolvency proceedings commenced in respect of the Seller.
- (b) If in WayMark's sole discretion, there is a material adverse change to the circumstances regarding the Purchase Confirmation.

14 Jurisdiction and applicable law

14.1 For any Contract between Norwegian entities or with an intended place of delivery in Norway the following shall apply:

- (a) Any dispute arising out of or in connection with the Terms or a purchase made by WayMark, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in accordance with the Rules of The Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce.
- (b) These Terms shall be governed by the laws of Norway and any purchase made by WayMark under this clause shall be subject to the laws of Norway.

14.2 For any other Contract outside the scope of clause 14.1 the following shall apply:

- (a) Any dispute arising out of or in connection with the Terms or a purchase made by WayMark, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.
- (b) These Terms shall be governed by the laws of Denmark and any purchase made by WayMark shall always be subject to the laws of Denmark.