

# Purchasing Terms and conditions

Version: 09/2025



**These Americold Europe Purchasing Terms and Conditions set forth and are applicable to and are part of every purchase order (purchase order together with these T&Cs the "Agreement") between Supplier providing services or goods to an Americold company based in Europe that issued the Agreement (hereinafter "Company").**

## 1. Supply of goods and services

- a. Supplier will deliver the goods and perform the services by the delivery and performance dates set forth in the Agreement.
- b. Except as otherwise set forth in the Agreement, goods shall be Delivered Duty Paid (DDP), Incoterms 2020, to the address specified in the Agreement.
- c. The time or times of delivery specified in the Agreement are of the essence. Meaning that Supplier will be in default without notice being required if Supplier exceeds the time of delivery.
- d. If delivery of goods is not accomplished at the time or times indicated in the Agreement, Company reserves the right, without liability and in addition to its other rights and remedies Company may have, to terminate the Agreement by notice effective immediately upon receipt by Supplier and to arrange for completion of performance and/or to purchase substitute goods elsewhere and charge Supplier with any loss incurred including, but not limited to, any difference between Supplier's price for the goods and the price of the substitute goods. No provision of the Agreement for the delivery of products in installments shall be construed as making Supplier's obligation severable.
- e. Supplier will, promptly after learning of any potential delay to the supply of goods or performance of services, notify Company. Supplier will not be liable for any delay in performance that is beyond its reasonable control and was not reasonably foreseeable ("Force Majeure") provided it gives Company timely written notice and takes commercially reasonable measures to mitigate the impact. Company may terminate the Agreement at no charge and without liability (i) as a result of any delay in performance that is not a Force Majeure, or (ii) if such Force Majeure continues for more than 2 weeks. Supplier shall upon such termination pay back to Company the amount already paid under the Agreement after Company has returned to Supplier the part of goods that were already delivered.

## 2. Inspection and Acceptance

1. Company may but is not obliged to inspect the goods delivered with regard to external damages to packaging, identity and quantity in due course of business and notify Supplier of any such deficiencies as soon as reasonably possible. Company will notify Supplier of further defects as soon as reasonably practicable after they are discovered.
2. Company will have a reasonable period of time after performance within which to inspect and accept the services. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Company's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Company may be entitled.

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## 3. Change to Scope of Services

Company may at any time prior to its acceptance of the services request a change to the scope of services. If Company requests an increase in scope, then not more than 5 business days (or other mutually agreed upon period) after receiving such request, Supplier shall notify Company whether or not such change has an associated cost or time impact. If Company approves, Company shall issue a change control note, after which Supplier is authorized to carry out the change and Company is only obliged to pay for a change when authorised. The price will be reduced accordingly if the scope of services is decreased.

## 4. Price and Payment

- a. Company shall not be billed at a price higher than the price last charged or quoted by Supplier for the same goods and services, unless a higher price is authorized in writing by Company. Supplier represents that the price charged for the goods and services covered by the Agreement is the lowest price charged by Supplier to buyers of a class similar to Company purchasing in quantities and under circumstances comparable to those specified in the Agreement. Any price reduction made by Supplier with respect to the goods and services provided hereunder, subsequent to the execution of the Agreement and prior to Company's receipt of the goods and services, shall apply to the Agreement.
- b. Company shall pay all undisputed invoices within 60 days from date of receipt of the invoice, receipt of the goods or Company's acceptance of services, whichever is later.
- c. The agreed price is fixed for the duration of the Agreement. The agreed price is exclusive of V.A.T., but inclusive of all other taxes, duties or other governmental impositions on the sale of goods and services, transport and travelling costs, costs for insurance, adequate packaging, unloading, inspections, tests, certifications and the like. Additional costs can be charged only after Company's prior written consent. If Company is required to pay any taxes, duties or other impositions related to the purchased goods or services in addition to the price indicated in the Agreement, Supplier will promptly reimburse Company.
- d. Supplier shall reconcile all charges, invoices, costs, expenses or other amounts due from Company in writing within 120 days of the initial invoice or 120 days after the receipt of the goods (or performance of the services), whichever is earlier. Supplier agrees that if it does not bring said charges, invoices, costs, expenses or other amounts due from Company to Company's attention in writing within such time frame, it thereby waives any rights associated with such claims, regardless to the validity of the claims.
- e. Supplier shall not suspend any part of the Agreement where Company is reasonably disputing any amount due to Supplier.

## 5. Warranties

- a. Supplier warrants that all goods delivered (a) will be of good material and workmanship and of satisfactory quality; (b) will conform to drawings, samples, models, quantity specifications or other descriptions contained in the Agreement or designated or approved by Company; (c) be fit for the intended purpose; and (d) will comply with all applicable laws, rules and regulations of the countries of manufacture and delivery.
- b. Supplier warrants that the services provided will (a) be performed in a timely, professional and workmanlike manner exercising the knowledge, skill and care of a person or persons expert in the performance of similar services but never less than a reasonable standard of knowledge and skill, and using competent and properly trained, certified, accredited, licensed, skilled and suitably experienced personnel; (b) conform to the Agreement; and (c) will comply with all applicable laws, rules and regulations, and all off Company's safety and other requirements communicated to Supplier.
- c. Supplier warrants that all goods and services and their supply, sourcing, manufacture, sale, delivery or the use by Company thereof shall not infringe intellectual property rights of any third party. In the event of a

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third-party claim for IP infringement in breach of the Agreement, Supplier shall be liable for, and shall indemnify, defend and hold harmless all Company from and against all losses incurred in connection with such claim.

## 6. Company Tools

- a. "Company Tools" are tools, equipment, or other property or information (such as schematics, drawings, specifications, plans, models, recipes. etc.) that:
- are furnished to Supplier by Company,
  - are made to produce and which have application only to produce the goods and services,
  - has application only to Supplier's method of operation which may be either general or special, or
  - are specifically paid for by Company, whether itemized separately or included in the price of any good or services and are for use in the performance of the Agreement.
- b. Company Tools are Company's property and Supplier shall only use these to execute the Agreement. Upon Company's request, Supplier shall promptly destroy or deliver all Company Tools to Company (or to any other person Company may designate) in good condition, ordinary wear and tear excepted.

## 7. Confidentiality

- a. Supplier shall - and shall procure its affiliates, employees, directors and representatives, and subcontractors - keep confidential the terms and conditions of the Agreement and all information disclosed by or on behalf of Company or otherwise learned or obtained by Supplier in connection with the Agreement or the performance hereof.
- b. Supplier shall not use any of this information other than in connection with the performance of the Agreement and shall not disclose any of this information, other than to its affiliates, employees, directors, representatives and subcontractors where necessary for the execution of the Agreement, or to the extent required by law and then only after prior notice to Company.

## 8. Rights in Development

- a. This paragraph shall apply to all inventions, improvements, or developments if (i) such is paid for by Company, whether itemized separately or included in the price to be furnished, or (ii) based on Company's information. Supplier shall disclose and assign on demand, and it does hereby assign, to Company any and all such inventions, improvements, or developments, each whether patentable or not, which it may make or assist in making in the course of such development. Supplier assigns, and agrees hereafter on demand to assign, to Company, all patents, copyrights, and applications for patents or copyrights, in connection with any such invention, improvement, or development and to do all acts and to execute all instruments which Company may request. Supplier shall cause every appropriate person employed by or associated with it to enter into an agreement under which such person shall disclose and assign to Supplier or Company all inventions and execute all papers and do all acts deemed necessary by Supplier or Company relative to assignment and patent protection of such inventions. In addition, all information, ideas, results, and data developed by Supplier as a result of developmental work contemplated by this section shall be transmitted by Supplier only to Company and shall become the exclusive property of Company and shall likewise be regarded by Supplier as confidential under clause 7.
- b. Nothing in the Agreement will affect the pre-existing intellectual property rights of the parties. Supplier shall permit the use of its and its affiliates' pre-existing intellectual property rights, to the extent reasonably necessary for Company, its subcontractors and affiliates to make use of the goods and services provided under the Agreement.

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## 9. Limitation of Liability

- a. Each party accepts liability without limitation to the other for: (a) damage relating to death or personal injury to the extent it is attributable to the first party, its affiliates, its subcontractors or their personnel; (b) damage caused with willful intent, fraud or gross negligence; (c) in Supplier's case, damage caused to Company by violating any laws or regulations applicable to Supplier as a provider of goods and services; (d) for breach of its confidentiality obligations pursuant to clause 5; (e) the IP indemnity obligations under clause 4.3; and (f) in Company's case, non-payment of undisputed invoices.
- b. Neither party will be liable (whether in contract, tort (including negligence) or otherwise) for any Indirect Damage. Parties agree that only the following types of damages shall be treated as Indirect Damage: loss of revenue, loss of actual or anticipated profits, loss of anticipated savings or other financial losses, loss of business or turnover, loss of opportunity, loss of goodwill, loss of reputation, and business interruptions arising out of or in connection with, the Agreement, whether or not the non-causing party was advised of the possibility of such damage.

## 10. Insurance

- a. During the term of the Agreement Supplier shall procure and maintain a general liability insurance (which shall include products liability), with limits adequate to cover the liabilities arising from or related to this Agreement.
- b. If Supplier is providing any engineering or consultancy services during the term of the Agreement, or any other services where professional indemnity is required, Supplier shall procure and maintain during the term of the Agreement Professional Liability insurance, with limits adequate to cover the liabilities arising from or related to this Agreement.
- c. Supplier shall upon Company's request provide Company with certificate(s) of insurance as evidence of such cover.

## 11. Assignment and Subcontract

Company may assign the Agreement in part or in full to its affiliates or to the purchaser of the business the Agreement relates to. Otherwise, assignment (including by operation of law) or other disposal of the Agreement (in whole or in part), or subcontract of any duties or obligations under the Agreement, requires written consent.

## 12. Americold Business Partner Code of Conduct

Supplier shall comply with the Americold Business Partner Code of Conduct and Ethics, which Company may update periodically.

The latest version is here:

[https://s29.q4cdn.com/867481375/files/doc\\_downloads/governance/2023/Americold-Business-Partner-Code-of-Conduct.pdf](https://s29.q4cdn.com/867481375/files/doc_downloads/governance/2023/Americold-Business-Partner-Code-of-Conduct.pdf)

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## 13. Data Protection and Security

a. With respect to personal data processed by Supplier in connection with the Agreement, Supplier shall comply with all applicable privacy and data protection laws in force from time to time, including without limitation Regulation (EU) 2016/679 ("GDPR"). For the processing of such personal data, Company and Supplier shall determine their respective positions towards each other (where applicable, either as controller, joint controller, or processor) and where necessary shall execute necessary agreements and make further necessary arrangements to comply with applicable laws or to otherwise enhance the level of data protection for data subjects.

b. In addition, Supplier shall:

- promptly and fully cooperate with Company in responding to any requests from data subjects to exercise their rights under applicable data protection laws, including but not limited to rights of access, rectification, erasure, restriction, objection, and data portability; and
- notify Company without undue delay, and in any event no later than the applicable statutory deadline, of any personal data breach or security incident, including any unauthorised or unlawful access to, loss of, or disclosure of personal data processed under the Agreement, and provide all information reasonably required to support Company's compliance with its own notification obligations under applicable law.

3. Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures to protect Company against a personal data breach; and to manage the risk of a cyber security incident, which shall satisfy, at a minimum, the standards required by privacy data protection laws or cyber security regulations and legislation. Supplier shall also cooperate and assist Company with its security obligations under the data protection laws.

## 14. Waiver

Company's failure or delay in exercising any right or remedy with respect to the Agreement will not operate as a waiver of that right or remedy. Any waiver of a right or remedy must be in writing and signed by Company.

## 15. Termination

- a. Company may cancel the Agreement for any or no reason and without cost for Company upon Company's written notification to Supplier prior to the delivery of the applicable good or performance of services.
- b. Company may terminate the Agreement for any or no reason upon Company's written notification to Supplier, even after delivery of the applicable goods or during performance of services, in which event Company shall only compensate Supplier for the goods and services that are provided on the date of termination.
- c. Supplier may terminate the Agreement upon Supplier's written notice for Company's failure to make undisputed payments in accordance with payment terms; provided that Supplier must first give Company 10 working days written notice of nonpayment.
- d. Subject to clause 14.3, each party may immediately terminate the Agreement, by providing written notice to other party if that party breaches any term or condition of the Agreement or becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law. This right to terminate shall not affect any other remedy that the terminating party may have under applicable law.

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## 16. Governing Law and Dispute Resolution

The laws of the jurisdiction of the address of Company, disregarding any conflict of law rules in that jurisdiction, will govern the Agreement. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Any dispute arising from the Agreement will be exclusively resolved in the courts in the jurisdiction of Company.

## 17. Severability

If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement will not in any way be affected or impaired, and the invalid, illegal, or unenforceable provision will be restated to reflect the original intentions of the parties of the Agreement as nearly as possible in accordance with applicable law preserving to the fullest extent possible the intent and agreements of the parties set forth in the agreement.

## 18. Relationship

Supplier is an independent contractor and not the legal representative, agent of or partner of Company.

### Acknowledgement and Acceptance

By signing below, our company confirms its acceptance of the Americold *Europe Purchasing Terms and Conditions*. These Terms and Conditions shall apply to all purchase orders and any other agreements entered into between our company and Americold Netherlands II B.V. and/or any of its European affiliates.

For and on behalf of:

[Company name]

Signature:

Name:

Title:

Date: