



SANLUCAR GROUP GENERAL SALE CONDITIONS

1. Scope of application

- The following General Sale Conditions shall apply to any Sale and Purchase Agreement of fruits and vegetables (hereinafter the "PRODUCTS") between a selling company belonging to SANLUCAR Group (hereinafter the "SELLER") and the purchaser (hereinafter the "PURCHASER"). A list of the companies forming SANLUCAR Group that apply these General Sale Conditions and a version of such conditions are published on the Website of SANLUCAR Group: www.sanlucar.com. Notwithstanding the above, SANLUCAR Group includes but is not limited to the following companies:
 - SANLUCAR FRUIT S.L.
 - SANLUCAR DEUTSCHLAND GMBH
 - SANLUCAR VERTRIEB DEUTSCHLAND GMBH
 - SANLUCAR FRUIT IMPORT NETHERLANDS B.V
 - SANLUCAR OBST & GEMÜSE HANDELS GMBH
 - SANLUCAR FRUIT FRANCE S.R.L.
- These General Sale Conditions shall also apply to future agreements concluded by the SELLER, even if no express reference to them has been made.
- The General Sale Conditions shall apply with regard to those terms which have not been expressly regulated in the Special Purchase Conditions, if any, or in the Purchase order or its complementary documents.
- Other general contracting conditions which complement, modify or oppose to these General Sale Conditions shall not be part of the agreement, even if the SELLER knows them, unless the SELLER has given its express consent in writing for the validity of these conditions.

2. Orders

- The specific PRODUCTS required as well as the quantity of each of them shall be specified by the PURCHASER in the orders. The SELLER's offers are not binding.
- Once the order has been accepted by the other party, a contractual relationship is created between the PURCHASER and the SELLER, which shall be governed by:
 - (i) the Special Conditions (if any), and
 - (ii) these General Sale Conditions.

3. Transfer of property

- The SELLER reserves the property (reservation of title) of all the PRODUCTS supplied (PRODUCTS with reservation of title) until all its credits arising from the contractual relationship with the PURCHASER have been paid (hereinafter the "Secured Credits").



- The reservation of title shall continue in force, even if some or all credits of the SELLER towards the PURCHASER have been included in a current invoice and the payment has been withdrawn and accepted.
- The reservation of title includes future and conditioned credits. The reservation of title shall be increased and extended according to the following provisions.
- The PRODUCTS with reservation of title may not be pawned or pledged to third parties until the secured credits have been fully paid. The PURCHASER should promptly notify the SELLER in writing about the access of third parties to the goods owned by the SELLER. When the third party may not be in a position to reimburse to the SELLER the court and out-of-court costs incurred in this context, the PURCHASER will be responsible.
- The PURCHASER shall handle the PRODUCTS with the due diligence of a responsible businessperson. It is bound to provide a sufficient insurance at its own expenses for the original value against fire, floods or robbery. If control and care works are necessary, the PURCHASER shall perform these works at its own expenses and in due time.
- The PURCHASER may only sell the SELLER's property within its normal business under ordinary conditions. The PURCHASER is bound to specify a reservation of title in these sales. In any case, the PURCHASER shall assume the credit risk of PRODUCT sales to wholesalers, supermarkets, distributors and/or receivers, provided that the PRODUCT is in good condition upon delivery.
- The PURCHASER's credits, resulting from the sale of PRODUCTS with reservation of title (even after mixing them up), shall be assigned at that time to the SELLER in order to guarantee its credits. The scope of assignment corresponds to the value of the SELLER's property sold. The SELLER accepts the assignment. These credits may not be assigned or pawned to third parties. The PURCHASER must notify immediately to the SELLER in writing the access of third parties to such credits.

4. Delivery of PRODUCTS, transfer of risks and claims

- The risks will be transferred to the PURCHASER on PRODUCT's delivery carried out by the SELLER.
- The delivery terms shall be agreed between the SELLER and the PURCHASER. In the event that the SELLER may not comply with the term agreed, this shall be notified to the PURCHASER (by e-mail or telephone), from the time when it is aware of the impossibility of complying with such term. In this sense, the late supply carried out by the SELLER is not deemed to be a non-compliance case.
- The SELLER is responsible for ensuring that the PRODUCTS meet the agreed quality specifications and that the European provisions or the laws and regulations applicable to the PRODUCTS are respected. If any defect exists and no agreement about the quality has been concluded, the quality shall be considered according to the legal regulations. The SELLER is not responsible for the public statements made by the Producer or any other third party (i.e. advertising messages).
- The PURCHASER is bound to control the quality and the quantity of the PRODUCTS on delivery, and the PURCHASER must bring the possible claims within maximum 12 hours from this time,



due to the perishable nature of the PRODUCTS. Once this period elapsed, the goods will be deemed to be accepted.

- Claims for defective PRODUCTS shall be only accepted if the PRODUCTS and their packages maintain their original condition.
- Any claim must identify properly and sufficiently the claimed PRODUCTS and attach enough photos corresponding to damages in the same. Accuracy and sufficiency of the information will be evaluated at the sole discretion of the SUPPLIER. The PURCHASER shall provide the SUPPLIER, among others, the thermograph readings (two per container). Without these readings, the SUPPLIER will not accept any possible claim.
- In case PURCHASER brings a claim on the quality of the PRODUCTS, it shall contact the SUPPLIER so that, if desired, the SUPPLIER conducts at its own expenses an alternative examination through an independent surveyor within two (2) natural days, bearing the PURCHASER the costs arising from the product storage until the said examination is conducted.
- The PURCHASER will guarantee the SUPPLIER access to the installations where the PRODUCTS are stored, in order to inspect the PRODUCTS either itself or by a company or person appointed by the SUPPLIER.
- If the PRODUCT concerned is completely unrecoverable, the SUPPLIER shall issue a credit invoice for the total amount of the PRODUCT already paid.
- If part or whole of the defective PRODUCT may be sold for a price lower than expected because damages or quality problems, the SUPPLIER shall be entitled to dispose of the defective PRODUCT as it may deem convenient or the Parties may agree on a reduced price.
- In case of discrepancies between the criteria of the surveyor appointed by the PURCHASER and that of the SUPPLIER, the Parties shall designate an independent quality inspector/surveyor they both agree to, who will give a definitive opinion.
- If the surveyor determines that the damage on the PRODUCT is attributable to the shipping agent, the SUPPLIER shall be exempt from paying for the survey and the PURCHASER shall file a claim to the shipping agent.
- In case of supply in excess, the PURCHASER is bound not to reject the receipt of delivery without any reason, as long as the excess does not exceed 10% of the quantity of PRODUCT requested.
- The PURCHASER shall buy and sell the PRODUCTS in its own name, account and risk.

5. Protection of SUPPLIER's brand

- The PURCHASER will be able to use the SUPPLIER's brands during the validity of the agreement exclusively for the PRODUCTS supplied by the SUPPLIER and following its indications.
- The PURCHASER must neither alter the logo of the SUPPLIER's brands appearing on PRODUCTS or its packages, nor combine the PRODUCTS with other different products, and not to use the packages with SUPPLIER's brands with other products.
- The specific use of the SUPPLIER's brands or any of its elements by the PURCHASER requires the written consent of the SUPPLIER.



6. Assignment of rights

- The PURCHASER may not assign its contractual position to third parties without the prior written consent of the SELLER.

7. Priority

- These General Sale Conditions should apply as long as the order's Special Conditions do not establish different criterion or conditions, in which case the latter shall prevail.
- The Special Conditions (if any) and these General Sale Conditions shall prevail over any other agreement signed between the PURCHASER and the SUPPLIER.

8. Force Majeure

- In case that the availability of PRODUCT may be seriously damaged due to exceptional reasons which could not be expected or although they may be expected they could not be avoided, the terms and dates stipulated will be automatically extended for a period equal to the duration of the said exceptional reasons.
- If these reasons overrun for more than thirty (30) calendar days, any Party may terminate the contractual relationship. In case of termination of the contractual relationship due to force majeure, none of the Parties shall be entitled to be indemnified for damages. The payments on account made for non-delivered PRODUCTS shall be reimbursed. Those PRODUCTS which are on the way to be delivered shall be returned.

9. Early Termination

- The commercial relationship between the Parties may be terminated in the following events:
 - In case either Party notifies to the other Party its willingness to terminate the Agreement by sending a written notification with at least three (3) months prior notice.
 - Termination by either Party in case any of them breaches any clause of the relevant agreement or these General Sale Conditions, provided that this breach is not resolved within maximum five (5) natural days upon request of the other Party, unless this breach cannot be remedied or prevents the fulfilment of the obligations by the compliant Party. In this case, the termination may be immediate, without prejudice of the Parties' right to claim for damages.
- In the event of early termination, anything in the process of being completed will be cancelled, and pending invoices paid. The PURCHASER must acquire any exclusive materials and/or production materials such as containers, supplies, packaging materials, etc. acquired by the SUPPLIER to meet requests and are still in their possession. The SUPPLIER may invoice the PURCHASER for any materials they were obligated to acquire that were not utilized.



10. Applicable Law and Jurisdiction

- The Law applicable to any legal relationship between the SELLER and the PURCHASER shall be the Law of Spain.
- The Jurisdiction shall be that of the SELLER's domicile. This shall be also applied to the proceedings of deeds, exchanges and cheques. The SELLER may be entitled to sue the PURCHASER in its domicile.

11. Final Stipulations

- Any amendment or correction to these General Sale Conditions shall be made in writing and shall be agreed by the Parties.
- Each Party agrees that any update of these General Sale Conditions sent from time to time by the SUPPLIER will be binding for the Parties and will be incorporated and form an integral part of these General Sale Conditions.
- If one or more stipulations of the relevant agreement, including these General Sale Conditions are declared void, the remaining stipulations shall continue in force. To replace the void stipulation, the Parties shall agree on a new one which economic profit is close to the void stipulation.