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GENERAL TERMS AND CONDITIONS FOR PURCHASING PERISHABLE GOODS FROM THE SANLUCAR GOUP

1. DEFINITIONS

For the purposes of the present document, the terms used will have a specific meaning as indicated below:

Order Form Acceptance: Notification from the Supplier that they accept the Order Form sent by SANLUCAR.

SANLUCAR Customer: The company (either a natural or legal person) which, after the Goods are delivered to SANLUCAR, acquires them from the latter.

Specific Terms and Conditions: Document and/or notification which regulates the commercial terms agreed between the Parties.

Sales Account: Document SANLUCAR sends to the Supplier in which the amounts to be billed for the Goods will be liquidated, including the price and the corresponding adjustments in application of trade discounts, volume or sales discounts, damages, sums for claimed or reject Goods, late deliveries, packaging materials, their management and recycling and any other concept stemming from the Order Form, the Specific Terms and Conditions and these General Contracting Terms and Conditions.

Damages: Actual loss (*damnum emergens*), lost income and/or reputational damages that harm SANLUCAR's prestige in the market, that of its brands and/or its intellectual or industrial property rights.

Packaging: Boxes, coverings, cases, pallets, the necessary communication and labelling items for correct transportation, conservation, traceability, storage and delivery of Goods.

Quality Specifications: Document found on the SANLUCAR website (<https://partner.sanlucar.com/>) or which SANLUCAR sends to the Supplier in which they describe the characteristics that the Goods acquired by SANLUCAR must comply with, unless SANLUCAR has expressly accepted different conditions.

Order Form: Document and/or notification sent by SANLUCAR whereby they notify the Supplier of a purchase order, specifying the amount or volume of Goods the Supplier is to provide, compliant with the specifications concerning quality, price, delivery and packaging conditions, terms of payment, shipment conditions and destination of the Goods set forth therein.

Incoterm: This shall be understood to refer to the Incoterms 2020, or the international regulations for interpreting the commercial terms of the International Chamber of Commerce in force on the date the Goods are delivered. Nevertheless, in the event of any discrepancy between the Incoterm and the provisions of the Specific Contracting Terms and Conditions, the terms stipulated in the latter shall prevail.

Goods: This shall refer to the fruit and/or vegetables, fresh and/ or processed, packed or otherwise, nuts and their derivatives, juices, shakes or smoothies object of the sales

operation, the description and itemisation of which should be included on the Sales Form.

Party: The name used to refer individually to SANLUCAR or the Supplier, as appropriate.

Parties: The name used to jointly refer to SANLUCAR and the Supplier.

Approved Packaging Suppliers: This refers to packaging materials providers designated by SANLUCAR at any time.

Supplier: The Goods provider identified on the Order Form.

SANLUCAR: SANLUCAR FRUIT, S.L.U. or any other company in the SANLUCAR Group, which figures as the ordering party on the Order Form.

2. PURPOSE AND SCOPE OF APPLICATION

The purpose of this document is to set forth the general contracting terms and conditions that shall govern relations between SANLUCAR and the Supplier, stemming from the trading operations whereby SANLUCAR purchases Goods from the Supplier and which supplement, if applicable, the Specific Terms and Conditions and the Order Form.

Furthermore, in those cases in which the Goods originate from protected plant varieties, the Supplier undertakes to subscribe and abide by the documents required of them by SANLUCAR or by the breeders of said plant varieties.

The General Contracting Terms and Conditions available on the SANLUCAR website are deemed accepted in all their terms and conditions from the start of the trading relationship between the Parties. Any clause contrary to these General Contracting Terms and Conditions that the Supplier includes on their website, their invoices and/or their correspondence and which has not been expressly accepted by SANLUCAR will be considered null and void. SANLUCAR may modify these General Contracting Terms and Conditions and it shall inform the Supplier of any such modifications in a timely manner.

Under no circumstances shall the trading relations between SANLUCAR and the Supplier be considered as part of a dependence relationship. The Parties shall always be considered independent businesses, without inferring in any case the will to form a joint venture or enter into a distribution or agency relationship.

Unless expressly stated otherwise, under no circumstances may the Supplier provide Goods directly or indirectly to SANLUCAR's customers.

3. ORDER FORM

3.1 In order to issue a purchase order for Goods, SANLUCAR will issue one or more Order Forms.



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3.2 The Supplier shall confirm receipt and acceptance of the Order Form or notify any changes depending on the Goods they have available, at any time and by any means allowing for receipt to be accredited by SANLUCAR, within the 24 hours following receipt.

In the event of modifications by the Supplier, SANLUCAR must expressly accept such within 24 hours for them to be binding on the Parties.

3.3 SANLUCAR may replace or modify an Order Form by issuing a new Order form to replace or modify it within 48 hours of issuing the initial one and specifying the former Order Form that it replaces or modifies.

In the event of modifications by SANLUCAR pursuant to the foregoing, the deadlines stipulated in clause 3.2 shall be applicable.

4. DELIVERY AND ACCEPTANCE OF GOODS

4.1 Prior to loading the Goods at origin, the Supplier shall ensure and guarantee that the Goods comply with the Quality Specifications set forth on the Order Form issued by SANLUCAR and with all applicable regulations on food quality and safety, this being a basic condition on which supply is contingent.

SANLUCAR may inspect the vehicle/container shipping the Goods for the purposes of making any quality controls it deems appropriate, as well as to verify that they are at a suitable temperature and/or that the Goods are correctly stowed.

The foregoing entitlement does not, under any circumstances, exempt the Supplier from any of the obligations incumbent on them regarding transportation of Goods, as per the stipulations of the Specific Terms and Conditions or on the Order Form.

4.2 The manner, place and deadline for delivery and other conditions shall be expressed by the corresponding Incoterm and other specifications included in the Specific Terms and Conditions or on the Order Form.

4.3 At the time the Goods are loaded, the Supplier shall present the corresponding delivery note, which the transporter shall sign as proof of their receipt.

4.4 Acceptance of the Goods

The procedure for accepting the Goods will be as follows:

- (a) Once they have physical access to the Goods at their destination and prior to their acceptance, SANLUCAR may examine them to verify that the Goods correspond in

quantity and quality to those ordered and to see whether there is any damage or external irregularity due to transportation or other causes. Likewise, they may inspect the vehicle/container used to transport the Goods for the purposes of verifying that it is at an appropriate temperature and/or that the Goods are correctly prechilled and to undertake the examinations and analyses they deem appropriate.

The foregoing entitlement corresponding to SANLUCAR in no way exempts the Supplier from their obligation of delivering the quantity and quality of Goods ordered by SANLUCAR.

(b) If SANLUCAR observe any irregularity in the course of their inspection or in any subsequent phase, they will notify the Supplier of said irregularity within seven (7) calendar days after arrival at destination and the procedure set forth in clause 4.5 of these General Terms and Conditions shall be followed.

(c) If SANLUCAR do not express any disconformity, the Goods shall be understood to be accepted, the provisions of clause 4.5 below notwithstanding. In any event, the acceptance of the Goods by SANLUCAR shall always be contingent on subsequent non-appearance of hidden defects or damages inside the Goods which were not detected by SANLUCAR upon receipt of the same.

4.5 Claims

In the event that SANLUCAR or one of their Customers were to lodge a claim or reject part or all of the Goods delivered, including their Packaging, due to an incident (deficiencies, damages, delays, defects, residues, etc.), SANLUCAR, after previously notifying the Supplier, may agree one or several of the following alternatives:

(a) A price adjustment to compensate for the defects/incidents detected in the Goods.

(b) Rejection and making the Goods available to the Supplier, the latter being liable for reimbursement of the amounts paid, the costs and expenses accrued (analyses, storage costs, expert's fees, repacking, amongst others), including the destruction of the Goods if the Parties reached such an agreement. The aforementioned costs shall be understood to include, if applicable, those incurred in replacing the non-compliant Goods with others that do meet the agreed conditions, whereby SANLUCAR's commercial position is not affected.

In this case, the Supplier shall be obliged to take back the Goods and dispose of them as they see fit. If the rejected Goods are packed under the SANLUCAR brand, the Supplier undertakes to reroute them to authorised destinations or, if applicable, repack and relabel them with another brand prior to putting them on sale.



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(c) Rejection and reassignment of the Goods to third parties through agreements that SANLUCAR deems suitable in order to reduce the effects of the claim or rejection and for the benefit of both Parties. In this case, SANLUCAR will subsequently pay the Supplier for the Goods at the price that they have effectively been sold, after deducting the costs SANLUCAR have borne in detecting and managing the problem with the Goods, replacement of the Goods as agreed in section (b) and in marketing them, including the trade discount agreed by the Parties for all commercial transactions.

4.6 The Supplier undertakes to exempt SANLUCAR of any liability and to assume any lawsuit, claim, expense, liability, sanction, loss, costs (including legal counsel fees) or Damages which SANLUCAR may incur or be involved in relating to the Goods due to the Supplier breaching these General Terms and Conditions, the Specific Terms and Conditions or the Order Form.

4.7 The Supplier assures SANLUCAR that the Goods supplied do not contravene third party intellectual or industrial property rights, including the protection rights on plant varieties and the trademarks and designs related to the same, whereby it shall exempt SANLUCAR of any liability for any claim that may be lodged against SANLUCAR by third parties regarding a breach of this guarantee.

4.8 In the event of a delivery that is non-compliant with the conditions set forth on the Order Form and these General Contracting Terms and Conditions or of rejection of the Goods, SANLUCAR may: (i) claim the Supplier for Damages; (ii) compensate said amounts with any amount pending payment to the Supplier by SANLUCAR for any concept; and/or (iii) terminate, in part or in full, the commercial commitments they may have entered into with the Supplier.

5. PACKAGING

5.1 Unless there is an express agreement to the contrary, the Supplier must purchase the Packaging following SANLUCAR's instructions.

It is incumbent on the Supplier to guarantee that sufficient Packaging is available to cover the orders received from SANLUCAR.

Likewise, the Supplier must guarantee that the Packaging in which it supplies Goods to SANLUCAR complies with all the applicable food safety regulations.

5.2 Unless expressly agreed to the contrary, until the packed product is sold to SANLUCAR, the Supplier shall be the owner of the Packaging and as such, must ensure the good condition of the same at all times and assume liability for the

Damages SANLUCAR could incur if future claims were lodged due to its possible poor condition and/or breach of SANLUCAR's instructions.

5.3 Unless the Order Form specifies otherwise, the Supplier undertakes to procure Packaging from Authorised Packaging Suppliers.

Likewise, the Packaging acquired by the Supplier for SANLUCAR should meet the specifications SANLUCAR demands of them at any time, regarding materials, brands and any other indication and the corresponding specifications in the case of Packaging being used for fruit from protected plant varieties.

The Supplier undertakes to provide all the relevant information regarding the Packaging used, its main characteristics, components, weight or any other characteristic to SANLUCAR as quickly as possible when the latter so requests.

5.4 The Supplier may not use the Packaging of Goods that include any trademark or distinguishing sign which is part of SANLUCAR's industrial or intellectual property that were in its possession for any other purposes, nor may they use any non-authorised providers unless they have prior written consent from SANLUCAR.

Were the Supplier to be in breach of any of the foregoing stipulations, they must compensate SANLUCAR for any Damages suffered resulting from the infringement of SANLUCAR's trademark and industrial property rights.

5.5 The Supplier guarantees SANLUCAR that the Packaging used for the sale of Goods does not contravene third parties intellectual and industrial property rights (including the rights belonging to licensors of protected plant varieties), whereby they shall exempt SANLUCAR from any liability stemming from claims that may be brought by third parties in relation to a breach of this guarantee.

If the Supplier does not comply with the guidelines stipulated by SANLUCAR, it shall be liable for the existing Packaging stock and for any issue regarding quality of the same and any infringement of the registered trademark and industrial property rights stemming from said breach. In any event, the Supplier shall compensate SANLUCAR for all damages suffered, including repacking the Product.

5.6 If the Goods were marketed under a trademark belonging to SANLUCAR, in addition to the foregoing, the following would also be applicable.

(a) SANLUCAR shall inform the Supplier regarding the amounts of packaging expected at the beginning of each campaign, as well as any changes that may arise during the same.



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(b) The Supplier shall keep any stock left over at the end of each campaign for use in the campaign immediately after.

(c) In case the Supplier retains stock after two (2) consecutive campaigns, the former and SANLUCAR shall reach an agreement as to what shall be done with this.

(d) Nothing in the foregoing shall be interpreted as SANLUCAR waiving or assigning to the Supplier the intellectual and industrial rights it holds and which it will continue holding once the contractual relationship governed by these terms and conditions ceases to exist.

6. PRICE

The price SANLUCAR shall pay the Supplier as consideration for the Goods shall be that resulting from the Sales Account.

7. BILLING AND PAYMENT

7.1 The method and terms of payment shall be those stipulated in the Specific Terms and Conditions and/or on the Order Form.

7.2 The process for billing and payment of the Goods will be as follows: SANLUCAR will send the Supplier the Sales Account and the Supplier will send SANLUCAR the corresponding invoice for the final amount indicated in the Sales Account, including the corresponding taxes applicable under current legislation, within the following five (5) days.

7.3 Each Party shall be liable for the taxes, charges and levies and undertake the administrative and customs formalities pertaining to them and which are applicable in each case.

When referring to Goods coming from outside the European Union, the Supplier shall be liable for the taxes, charges and levies in the country in which the Goods originate and in the countries through which the Goods are shipped until they are delivered to SANLUCAR, together with the taxes to which they may be liable in the destination country on the profits obtained for the corresponding sale.

The Supplier and SANLUCAR undertake to comply with all the requirements and formalities incumbent on them for importing the Product as per the Incoterm and the Specific Terms and Conditions agreed. Likewise, the provisions set forth in the Specific Terms and Conditions notwithstanding, the Supplier undertakes to provide all the administrative and customs documentations for fulfilment of the import arrangements, settlement of taxes and duties, if applicable.

7.4 Payment of the invoice shall be via bank transfer to the account on the registration form submitted to SANLUCAR by the Supplier, for which the Supplier undertakes to send a certificate to SANLUCAR accrediting they are legal accountholders.

8. SUBCONTRACTING AND ASSIGNMENT

8.1 The Supplier may not outsource the execution of their obligations, either in part or in full, without prior consent from SANLUCAR. Assignment implies that the assignee accepts these General Terms and Conditions. In any event, the Supplier shall continue to be responsible for compliance of the obligations stemming from the Order Forms, the Specific Terms and Conditions and these General Contracting Terms and Conditions.

8.2 The Supplier may not assign or transfer any of its rights or obligations (either in full or in part) stemming from the Order Form or these Contracting Conditions without prior consent in writing from SANLUCAR. SANLUCAR may freely assign its contractual position to other companies belonging to its business group, for which it has merely to inform the Supplier.

9. PARTIAL ANNULMENT

If any provision in these General Contracting Terms and Conditions is considered invalid, null or unenforceable, the remaining provisions and clauses shall remain fully valid and effective.

10. PERSONAL DATA PROTECTION AND SENDING OF COMMERCIAL COMMUNICATIONS

10.1 Compliant with data protection regulations, the Parties are informed that the personal data provided will be processed by SANLUCAR, in order to manage maintenance of the contractual relationship, and the data processing is authorised in the terms indicated.

Regarding this question, the Supplier is informed that the basis legitimising the processing of this data is the contractual relationship being formalised between the Parties, therefore the personal data shall be conserved until said relationship terminates. The foregoing notwithstanding, their data may be conserved, duly blocked, whilst there may still be liabilities stemming from the enforcement of the commercial relation between the Parties, as well as for the compliance of other legal obligations.

Likewise, be informed that their data may be assigned to the public authorities, regulators or government or jurisdictional bodies in those cases when required by law, local regulations or in compliance of regulatory obligations.



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The foregoing notwithstanding, SANLUCAR employs some third-party service providers that have access to their personal data and process said data in the name and on behalf of SANLUCAR by virtue of a service rendering relation.

Likewise, be informed that SANLUCAR, by virtue of their legitimate interest, may notify your data to other companies in their Group to undertake all the arrangements and services for internally administering the contractual relationship.

However, no application of the aforementioned legitimate interest shall at any time imply a violation of your rights and freedoms.

You are informed that you may exercise your rights to access, rectify, cancel, limit processing and to data portability by sending an e-mail to: rgpd@sanlucar.com.

10.2 Likewise, the Supplier accepts that SANLUCAR may send commercial communications concerning their commercial and/or charity activities using any means of communication including electronic media and, if applicable through newsletters.

In any event, the Supplier may unsubscribe from said newsletter service using the procedure indicated for this purpose in each of the e-mails they receive.

11. FORCE MAJEURE

11.1 Force Majeure

A force majeure event refers to any act, event or occurrence or combination of these that:

- (a) Is beyond the reasonable control of one Party;
- (b) Was not foreseeable or, if it was foreseeable could not be avoided or overcome (even by reasonable anticipation) by said Party having taken all reasonable precautions to avoid and/or mitigate the effect of said event or its consequences; and
- (c) Impedes, hinders or delays compliance by one Party of any (or part) of their obligations or makes such excessively burdensome.

“Causes of Force Majeure” may include (but shall not be limited to) the following events: Acts of terrorism; mutiny, war, invasion, acts by foreign enemies (whether war has been declared or not), civil war, rebellion, revolution, uprising by military powers or usurpers, mandatory requisition or acquisition by any government or competent authority; radiation or ionizing contamination, radioelectric activity of any nuclear fuel or nuclear waste resulting from combustion of nuclear fuel, toxic radioactive explosive or other dangerous properties of any set of explosives or nuclear component; earthquakes, floods, fires (outside commercial premises), serious tropical cyclones, tsunamis and other physical natural

disasters, but excluding climate conditions irrespective of their seriousness; serious drought; pandemics or epidemics; national strikes or national level labour disputes; any restriction on export of the Goods imposed by the competent authorities; or substantial changes in the destination market conditions.

11.2 Obligations incumbent on the Parties during a Cause of Force Majeure

The Parties should make all reasonable endeavours to: (i) prevent and reduce to a minimum and mitigate the effect of any delay caused by a Cause of Force Majeure; (ii) ensure normal compliance of the commercial relation is resumed after any Cause of Force Majeure ends; and (iii) to otherwise fulfil their obligations, to the extent that such is possible.

If, despite the foregoing, it is clearly impossible for either of the Parties to fulfil their obligations for Cause of Force Majeure, the Parties shall renegotiate, in good faith, the terms and conditions for the purchase of the Goods.

12. CHANGES IN THE LAW

12.1 Responsibilities of the Parties in the event of changes in the law:

- (a) If one of the Parties states that there has been a change in the law that affects compliance with their obligations, they must notify the other Party of this in writing, indicating: (i) the date of change of said law; (ii) the nature and anticipated effect of said change in the law; and (iii) the measures that will be adopted to comply with the requirements set forth herein in clause 12.
- (b) The Parties shall make all reasonable efforts to: (i) prevent and reduce to a minimum and mitigate the effect of any consequence forthcoming from changes in the law; and (ii) to ensure normal compliance of the conditions agreed despite the change in the law.

12.2 If, despite the foregoing, it is clearly impossible for either of the Parties to fulfil their obligations for a change in the law, the Parties shall renegotiate in good faith the terms and conditions for the purchase of the Goods.

13. CORPORATE SOCIAL RESPONSIBILITY AND CERTIFICATIONS

13.1 The Supplier must guarantee at all times that it complies with all the technical specifications and protocols of food safety, environmental protection, quality and organizational certifications and corporate responsibility that SANLUCAR demands at all times.



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13.2. In particular, the Supplier is committed to comply with the following standards of corporate social and environmental responsibility:

1) To comply with the SanLucar Code of Ethics.
2) To comply with the local legislation in force in the country of origin of the Product in social and environmental terms and, more specifically, with respect to working conditions, minimum wage and health and safety.

3) To carry out, within the term established by SANLUCAR, the supplier's self-assessment on social requirements available in the SANLUCAR website (<https://partner.sanlucar.com/>) and to collaborate with SANLUCAR staff in their visits and in the elaboration and implementation of action plans if necessary. Likewise, the Supplier must provide information regarding the criteria followed in the self-assessment, in case it is requested by SANLUCAR.

4) To obtain, within the term established by SANLUCAR, an internationally recognized social certification according to the risk classification of the country of origin:

a. Suppliers from low risk countries according to the report of "Amfori Country Risk Clasification": obtain the evaluation of the supplementary module of G.R.A.S.P. in the scope of the Global G.A.P. Certification. Equivalent social certifications such as Rainforest Alliance, SMETA, SIZA, BSCI, SA8000, Fair Trade may also be accepted.

b. Suppliers from high-risk countries according to the "Amfori Country Risk Clasification" report: obtain one of the following social certifications: Rainforest Alliance, SMETA, SIZA, BSCI, SA8000, Fair Trade.

5) To collaborate as much as possible in case of possible on-site audits by SANLUCAR's clients.

14. CONFIDENTIALITY

If, while the contractual relationship governed by these General Terms and Conditions is in force, the Supplier were to access any kind of Confidential Information pertaining to SANLUCAR (understanding Confidential Information to mean any oral or written information of a commercial, operational, economic, financial and/or technical nature that is not of public domain and is therefore reserved or confidential), the Supplier undertakes to use such information following SANLUCAR's instructions, not to use it for other purposes (not even for its own benefit or third parties' benefit), to keep it strictly confidential and, under no circumstances, to reveal it to third parties. Once the contractual relationship governed by these General Terms and Conditions has concluded, the Supplier should return or destroy (as per SANLUCAR's instructions) whatever Confidential Information belonging to SANLUCAR it still retains. This confidentiality commitment shall persist indefinitely upon termination of the contractual relationship between the Parties, irrespective of the reason for termination.

15. COMMUNICATIONS

15.1 All communications between the Parties concerning Order Forms or these General Contracting Terms and Conditions should be sent in writing. The communications and/or notifications shall be deemed duly delivered and received when they are sent by telegram, fax, e-mail or any other electronic medium that allows for confirmation of receipt and that they have been sent to SANLUCAR's and the Supplier's addresses.

15.2 If either Party wishes to change their address for notification purposes, they should inform the other Party in writing, at least five (5) days in advance, at the address where the latter receives their notifications.

16. APPLICABLE LEGISLATION

These General Contracting Terms and Conditions and the trading operations to which they apply shall be governed by the national law of the company member of the SANLUCAR Group purchasing the Goods. The foregoing notwithstanding, application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If the purchasing company is Spanish and the Supplier is not, application of Spanish Law 12/2013, of 2 August, the Measures to Improve Food Chain Functioning Act is expressly excluded.

17. JURISDICTION

Unless the Order Form specifies otherwise, for any controversy that may arise between the Parties concerning the interpretation, execution, compliance or resolution of these General Contracting Terms and Conditions and/or the legal relationship stemming from them, the Parties agree to submit to the Courts and Tribunals of the registered address of SANLUCAR Group company purchasing the Goods, expressly waiving any other jurisdiction that may correspond to them.