

PURCHASE CONTRACT CONDITIONS

In this **Order** appear as a Particular Conditions the complete data of PAÑO FRUITS, S.L and The Vendor/Supplier, as well as the number, date, items purchased and their technical and harvest specifications, duration times, quantities, prices, taxes, conditions and places of delivery and the rest of the specifications necessary or required by the parties.

PAÑO FRUITS, SL with the order scheduled issue and Vendor/Supplier with the acceptance of the aforementioned order, perfect the Sale Purchase Contract which will be regulated under general and particular conditions expressly established by the parties.

For the contract to be valid, it must be signed and stamped by both parties, so the Vendor/Supplier has to send PAÑO FRUITS, SL a signed and stamped copy via email or post.

In the case of not being signed by the supplier, if the supplier proceeds and carries out with the purchase process, sending the goods which figure on this order, is that the supplier explicitly accepts the particular and general conditions of this order.

The Vendor\Supplier, for legal or administrative reasons, may generate as a consequence of this international purchase contract, a subsequent contract identical to this one. However, for everything concerning rights and obligations and other aspects of the sale contract, the parties will be subject exclusively to this contract.

For the execution of this international purchase contract, the parties by mutual agreement, will issue the purchase order, the appropriate proforma and commercial invoices, packing-lists and corresponding delivery notes or any other necessary documentation.

Apart from the Particular Conditions agreed by the parties, the following General Conditions will be also applicable.

GENERAL CONDITIONS

1.- Terms of Payment

1.1. The terms of payment will be the ones expressly established in the Particular Conditions agreed by the Parties, having in mind the partial withdrawals of the goods of the contract.

1.2. Any variation in the agreed price or tariff must be communicated to the customer beforehand with three months in advance, and the latter will have to accept the increase in writing and expressly in order to give the change.

2.- Duration

2.1. The duration of this contract of purchase will be the one agreed in the Particular Conditions.

2.2. Once the term of the contract has ended, it will be automatically finished, without prejudice to two parties being able to draft another one.

3.- Legal Obligations

The Vendor\Supplier must fulfil all the laws applicable in connection with the product and this contract, national ones, European ones or international ones.

The Vendor\Supplier must provide all necessary documentation to allows PAÑO FRUITS, SL to commercialize the goods in a legal way.

4.- Quality conditions of the product

4.1. The product must fulfill the specifications agreed during the purchase and agreements made by both parties. Goods must be packed by the Vendor/Supplier according to the conditions agreed by the Parties.

Otherwise, the product will be returned by PAÑO FRUITS SL within 15 business days from the delivery of the goods (or the scheduled date for the delivery of the goods) and all the costs will be assumed by the Vendor/Supplier.

4.2. To comply with the quality certifications, the Vendor/Supplier must provide the necessary documentation, technical sheets, analysis, quality certificate and any other necessary required documentation.

4.3. In the case of intra-community and extra-community imports, the Vendor/Supplier must supply all necessary documentation so that the merchandise can legally enter our country. The Vendor/Supplier will be responsible for any delay caused by the lack of documentation or due to wrong documentation proved. The costs will run by the Vendor/Supplier until its amendment.

4.4. The Vendor/Supplier undertakes to carry out the appropriate procedures that guarantee the traceability of the products. Products with less than 2/3 of their useful life of preferential consumption will not be accepted.

4.5. The Vendor/Supplier undertakes to carry out the necessary actions for an efficient and fast removal of the products in connection with health alerts or any other quality of foods safety incident. The costs generated in this case will be paid by the Vendor/Supplier, both for withdrawal and destruction.

4.6. The products must necessarily comply with the requirement of the absence of GMOs and their derivatives.

4.7. In the event that the product or the attached documentation sent by the Vendor/Supplier does not comply exactly with the order placed by PAÑO FRUITS, S.L and that could lead to be a legal breach of the product, such situation will be considered by PAÑO FRUITS, SL as fraud and the Vendor/Supplier will take care of all costs and damages, including commercial image damages that may arise.

5.- Transport conditions

5.1. The transport will be carried out in appropriate vehicles adapted to the temperature and humidity conditions of the product ensuring that there will be not any risk of contamination. Vehicle must be clean, in a good state of conservation, good order as well as ensuring a good stowage and lashing of the product. The Vendor/Supplier is responsible for all of this.

5.2. The Vendor/Supplier is liable for all expenses and damages suffered by the Carrier or PAÑO FRUITS, S.L due to the inaccuracy or insufficiency of the information contained in the CMR, Bill of Lading or Airwaybill document.

5.3. At the time of taking over the merchandise at the Vendor\Supplier's address (or another place fixed in the contract) the Carrier is obliged to check the accuracy of the data shown on the CMR, Bill of Lading or Airwaybill document as well as the apparent state of the merchandise and its packaging.

5.4. If the Carrier observe any irregularity, must write down the corresponding remarks in the CMR, Bill of Lading or Airwaybill document at the time of taking charge of the merchandise. Otherwise, it is assumed that Carrier receives the merchandise in good condition.

5.5. Transport according to CMR Convention

a) Evident damages and missing goods in the products sold, must be reflected by PAÑO FRUITS, S.L throughout written remarks to the Carrier, on the CMR document of transport and on the same day as the delivery of the goods.

b) In the event that damages, or missing goods are hidden, the period for formulation written reservations by PAÑO FRUITS, S.L to the carrier will be seven business days from the delivery of the goods (CMR Convention).

5.6. International Maritime Transport (Hague-Visby Rules)

a) Evident damages and missing goods in the products sold, must be reflected by PAÑO FRUITS, SL throughout written remarks to the carrier, on the delivery note and on the same day as the delivery of the goods.

b) In the event that damages, or missing goods are hidden, the period for formulating written remarks by PAÑO FRUITS, S.L to the carrier will be three calendar days from the delivery or the goods. (Hague-Visby Rules).

5.7. Aerial Transport (Montreal Convention)

a) Evident damages and missing goods in the products sold, must be reflected by PAÑO FRUITS, S.L throughout written remarks to the carrier, on the delivery note and on the same day as the delivery of the goods. In addition to that a written claim to the air carrier within 14 calendar days from the delivery of the goods is also necessary.

b) In the event that damages or missing goods are hidden, the period for formulating written reservations by PAÑO FRUITS, SL to the Carrier will be 14 calendar days from the delivery of the goods. (Montreal Convention).

5.8. Applicable for all kind of transport

a) In the event that PAÑO FRUITS SL, within the aforementioned periods, observes that the merchandise has arrived with missing of goods or damages, and once this fact has been communicated in writing to the Vendor/Supplier and to the Carrier, PAÑO FRUITS, S.L and the Vendor/Supplier will proceed to fix the date and place to carry out a contradictory survey report in order to find out and determine the origin of the damages or missing goods and who is responsible for the above mentioned damages or missing goods.

b) PAÑO FRUITS, S.L must notify the Carrier of the day a place agreed previously by PAÑO FRUITS, S.L and the Vendor/Supplier at least three business days in advance so that the Carrier can appear regarding the contradictory survey report through his own surveyor and when the nature of loss is presumably attributable to the Carrier.

c) If the contradictory Survey Report turns out that the missing goods or damages are the direct responsibility of the Vendor/Supplier, the latter will pay PAÑO FRUITS, S.L all the damages suffered. In the event that the responsibility lies with the Carrier, PAÑO FRUITS, SL will pay the invoice of the goods to the Vendor/Supplier.

d) Once transport documents with remarks or reservations (in case of obvious missing goods and damages) or written claims timely and in due form to the Carrier (in case of hidden faults or defects) are available, PAÑO FRUITS, S.L will be able to pass on the damages suffered by the goods to the Carrier, in the terms established by the CMR Convention, Hague-Visby Rules, Montreal Convention or any other applicable law.

6.- Attached documentation

6.1. Prior to the arrival of the product, PAÑO FRUITS, SL must receive a copy of the duly completed delivery note, CMR document, Bill of Lading or Airwaybill and the mycotoxin and pesticide analysis of the delivered batches. PAÑO FRUITS, S.L must receive also the specific documentation requested in the different sections of the Particular Conditions.

6.2 The Vendor/Supplier, if he is obliged to deliver documents related to the merchandise, must deliver them at the time, in the place and in the manner established by the contract. In the event of early delivery of documents, the Vendor/Supplier may until the time set for delivery, correct any lack of conformity of the documents, if the mentioned right of the Vendor/Supplier does not cause PAÑO FRUITS, S.L inconvenience or excessive expenses. However, PAÑO FRUITS, S.L will keep the right to claim a compensation for damages in accordance with the Convention on contracts for the international sale of goods made in Vienna April 11th, 1980.

7.- International sale contract. Delivery conditions

7.1. The Vendor/Supplier will deliver the products to the Carrier designated by PAÑO FRUITS, SL according to the particulars of the order form. The Carrier will deliver the goods to PAÑO FRUITS, SL on the agreed day and place.

7.2. The period for formulating reservations in writing by PAÑO FRUITS, SL to the Vendor/Supplier both for evident damages or missing goods as well for hidden faults or defects will be 15 calendar days from the delivery of the goods.

7.3. PAÑO FRUITS, SL may reject the products purchased if they are not delivered by the Vendor\Supplier at the agreed place and on the fixed date. The Vendor\Supplier will be responsible before PAÑO FRUITS, S.L. for all damages and prejudices that may arise as a consequence of the above mentioned unfulfillment of the contract.

8.-Resolution of the contract

Each party may terminate this purchase contract in the event of non-fulfilment by other party, if, notified in writing form to the counterpart of the reason of the non-compliance, the latter does not rectify it within a period of 15 business days.

9.- Confidentiality

9.1. The parties shall be obliged to respect this confidentiality and any data derived from this contract could be disclosed to third parties.

9.2. Failure to comply with the duty of confidentiality will entitle the non-defaulting party to terminate the contract of purchase, without prejudice to legally claiming the defaulter for the appropriate damages, as well as for the interests and legal costs.

9.3. The parties have an obligation of confidentiality up to 3 years after the end of this contract of purchase.

10.- Force Majeure

10.1. Neither party will be responsible for the breach of the contract, if it was due to unforeseeable circumstances of force majeure strikes, terrorist acts, wars, natural disasters, pandemics or any other health emergency situation, as well as unforeseeable of unavoidable events that affect transport, supply or production.

10.2. Neither party will be liable for breach of contract if it is due to unforeseeable an unavoidable government actions of legislative changes.

10.3. In the event that the breach of this commercial purchase contract could take place due to unforeseen circumstances or force majeure, the parties, by virtue of the principle of conservation of the contracts, may agree to the appropriate novations to adapt the clauses and terms of this contract to the new circumstances.

10.4. In the event that the Vendor \Supplier alleges the breach of the contract due to force majeure, the contract could only be terminated for this reason when the Vendor\Supplier justifies with third party documentation the veracity of the alleged breach due to force majeure.

11.- Data protection

11.1. Both parties and during the term of this contract may exchange personal and confidential data.

11.2. In order to comply with the aforementioned data protection obligation, both parties will act in compliance with the current Data Protection Law and any other applicable regulations.

12.- Applicable Law

12.1. In case is not regulated in this contract, it is necessary to comply with the regulation of commercial sales established by the United Nations Convention of Contracts for the international sale of goods made in Vienna April 11th, 1980.

12.2. The Spanish Civil Code and the Commercial Spanish Code will be subsidiarily applicable. The CMR Convention, Hague Visby Rules, Montreal Convention or any other provisions consistent with it will also be applicable.

13. Applicable Jurisdiction.

In the event that during the execution of this contract, conflicts or disputes arise in connection with this contract or its interpretation, the parties agree, expressly waiving their own forum, to submit this contract to the Courts appointed by PAÑO FRUITS, SL.