

## **SALE CONTRACT CONDITIONS**

In this contract appear the complete data of PAÑO FRUITS, SL and its client, as well as the number, date, items purchased and their specifications, duration times, quantities, prices, taxes, conditions and places of delivery and the rest of the specifications necessary or required by the parties.

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

For the execution of this international sale 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 attached to this contract.

**1.2.** Sales will be covered by the credit insurer of PAÑO FRUITS; In the event that the insurer notifies PAÑO FRUITS, SL of any indication that endangers the CLIENT'S solvency, PAÑO FRUITS, S.L may demand from the CLIENT the amount of each order in advance.

### **2.- Duration**

**2.1.** The duration of this contract of sale 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 CLIENT must fulfill all the legal legislation that concerns him either national or European (European Union).

### **4.- International sale contract. Delivery conditions**

**4.1.** The period for formulating reservations in writing by the CLIENT to PAÑO FRUITS, both for evident damages or missing goods as well for hidden faults or defects will be 7 calendar days from the delivery of the goods.

**4.2.** If the CUSTOMER does not make PAÑO FRUITS and the Carrier the appropriate written remarks within the corresponding terms for evident damages and visible faults or hidden damages and faults, it will clear that the products were received in perfect condition, and PAÑO FRUITS will be exempt from any responsibility

**4.3.** In the event that the CLIENT, within aforementioned periods, observes that the merchandise has arrived with missing of goods of damages, and ones this fact has been communicating in writing form by THE CLIENT to PAÑO FRUITS and the Carrier, THE CLIENT and PAÑO FRUITS 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.

**4.4.** The CLIENT must notify the carrier of the day and place agreed with PAÑO FRUITS, SL previously 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.

**4.5.** If the contradictory Survey Reports turns out that the missing goods or damages are the direct responsibility of PAÑO FRUITS, SL the latter will pay the CLIENT all damages suffered. In the event

that responsibility lies with the Carrier, PAÑO FRUITS, SL will pay the CLIENT all the damages suffered also but for this settlement to take place, the CLIENT is obliged to provide PAÑO FRUITS, SL with the following documentation: transport delivery notes with remarks on time and good order in case of missing goods and evident damages or written claims on time and good order in case of hidden damages of hidden faults on the goods.

**4.6.** In this way once the documentation referred to in section 4.5. is available, PAÑO FRUITS, S.L will be able to pass on the damages on goods to the carrier in the terms established by the CMR Convention, Hague-Visby Rules, Montreal Convention or any other applicable law.

## **5. Exemption of responsibility of PAÑO FRUITS, SL**

**5.1.** PAÑO FRUITS, S.L, once the merchandise is delivered will not be responsible for any modification or mixture that THE CLIENT makes of the products supplied with other products of its own or other suppliers for any transformation use, either total or partial.

**5.2.** PAÑO FRUITS, S.L is also exempt from all responsibility in cases where the client places any total or partial process on goods in the hands of third parties.

**5.3.** PAÑO FRUITS, S.L is also exempt from any responsibility if the product has not been kept in the optimal conditions required by PAÑO FRUITS. In this sense, PAÑO FRUITS, S.L will not be responsible for the possible deterioration or loss of quality of the product within its useful life if the conservation/storage conditions have been breached.

**5.4.** PAÑO FRUITS, S.L. will deliver the products that appear on this contract, complying strictly the health regulations (bacteriology, toxins and heavy metals) and ecological regulations (pesticides). The CLIENT has seven days after the receipt to carry out analytical verifications and ask PAÑO FRUITS S.L. to remove the product in case of non-conformity. After seven days without any reclamation, the CLIENT exempts PAÑO FRUITS from any kind of responsibility, regarding the aspects mentioned in this point.

## **6.- Transport conditions**

### **6.1. Transport according to CMR Convention**

**a)** Evident damages and missing goods in the products sold, must be reflected by THE CLIENT 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 formulating written reservations by the CLIENT to the Carrier will be seven calendar days from the delivery of the goods. (CMR Convention).

### **6.2. International Maritime Transport (Hague-Visby Rules)**

**a)** Evident damages and missing goods in the product sold, must be reflected by the CLIENT 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 reservations by the Client to the Carrier, will be three calendar days from the delivery of the goods (Hague-Visby Rules).

### **6.3. Aerial Transport (Montreal Convention).**

**a)** Evident damages and missing goods in the products sold must be reflected by the CLIENT 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/claims by the CLIENT to the Carrier will be 14 calendar days from the delivery of the goods (Montreal Convention).

## **7.-Resolution of the contract**

Each party may terminate this sale contract in the event of non-fulfillment 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.

## **8.- Confidentiality**

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

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

**8.3.** The parties have an obligation of confidentiality up to 3 years after the end of this contract of sale.

## **9.- Force Majeure**

**9.1.** 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.

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

**9.3.** In the event that the breach of this commercial sale contract could not 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.- Data protection**

**10.1.** Both parties and during the term of this contract may Exchange personal and confidential data.

**10.2.** 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.

## **11.- Applicable Law**

**11.1.** 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.

**11.2.** 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.

## **12. 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 PANO FRUITS, SLP.