



GENERAL CONDITIONS OF PURCHASE OF SANLUCAR GROUP PRODUCTS

1. DEFINITIONS

For the purposes of this document, the terms listed below shall have the specific meaning indicated below for each of them:

Order Acceptance: communication by the Supplier in which it accepts the Order sent by SANLUCAR.

Damages: consequential damages and lost profits and/or reputational damages that damage the prestige of SANLUCAR in the market, its brands and/or its Intellectual and Industrial Property Rights.

Industrial and Intellectual Property Rights: any creation, design, work, database, trademark, trade name, logo, logo, domain name, symbol, patent, utility model, topographies of semiconductor products, plant varieties, industrial designs, trademarks or any other distinctive signs, industrial, commercial or other trade secrets owned by SANLUCAR or capable of being protected by industrial and/or intellectual property rights, related rights, sui generis rights or other rights of a similar nature by SANLUCAR.

Packaging: containers, parts of containers, boxes, covers, crates, pallets, communication elements, displays and labeling necessary for the correct transport, conservation, traceability, storage and delivery of the Products.

Order: document sent by SANLUCAR by which it communicates to the Supplier a purchase order, specifying the quantity or volume of Products to be supplied by the Supplier, in accordance with the specifications of quality, price, delivery terms, payment terms, and destination of the Products established therein.

Incoterm: shall mean Incoterms 2020, or the international rules for the interpretation of commercial terms of the International Chamber of Commerce in force on the date on which the Products are delivered.

Products: shall refer to the goods whose description and details are included in the Order.

Party: the manner in which SANLUCAR or Supplier is referred to individually, as the case may be.

Parties: the way in which SANLUCAR and Supplier are jointly referred to.

Supplier: the supplier of the Products and who is identified in the Order.

SANLUCAR: SANLUCAR FRUIT, S.L.U., or another company of Grupo SANLUCAR that is stated as the ordering party in the Order.

2. OBJECT AND SCOPE OF APPLICATION

The purpose of this document is to establish the general terms and conditions that will govern the relationship between GRUPO SANLUCAR companies and the Supplier, and that complement, if applicable, the Order.

These General Conditions available on the SANLUCAR web portal, shall be deemed accepted, in all its terms and conditions from the beginning of the business relationship between the Parties. Any clause contrary to those contained in these General Conditions that the Supplier includes on its web portal, its invoices and/or in its correspondence and that has not been expressly accepted in writing by SANLUCAR purchasing services will be considered as not placed. SANLUCAR may modify these General Conditions, of which it will keep the Supplier promptly informed.

3. ORDER

3.1. To issue an Order of Products, SANLUCAR will issue one or successive Orders by any means that leaves evidence of its due receipt and content, being valid the Order made via fax and e-mail or other similar means, proving the receipt and content of the communication. The Order will not need to be signed by SANLUCAR.

3.2. The Supplier shall confirm the receipt and acceptance of the Order or communicate the changes by any means that allows accrediting its

receipt and content by SANLUCAR; within two (2) business days following its receipt. In the event that in the aforementioned maximum period does not expressly reject it, it will be understood that the Supplier accepts the Order.

In the event of any modifications by the Supplier, SANLUCAR must expressly accept them in writing within five (5) business days in order for them to be binding between the Parties.

3.3. SANLUCAR may replace, modify or cancel an Order even after the Order has been accepted and confirmed by the Supplier by issuing a new Order replacing the previous one, specifying the Order it replaces or complements.

In the event of any modifications by SANLUCAR in accordance with the foregoing, the provisions of clause 3.2 shall apply.

4. PRICE

4.1. The price to be paid by SANLUCAR to the Supplier in consideration for the Products shall be the one stated in the Order.

4.2. Unless expressly agreed in writing, any additional costs will not be accepted or paid by SANLUCAR.

5. BILLING AND PAYMENT

5.1. Upon delivery of the Products, the Supplier shall send by e-mail the corresponding invoice to SANLUCAR. The invoice must indicate the date, the Order number, Product, quantity and price .

5.2. The method of payment and terms of payment shall be as set forth in the Order.

5.3. Unless another term is established in the Order, SANLUCAR will have sixty (60) days invoice date to make payment to Supplier. Any different method of payment must be negotiated and

agreed in writing with SANLUCAR to be reflected in the Order.

5.4. Payment of the invoice will be verified by bank transfer to the account stated in the registration form sent by the Supplier to SANLUCAR and of which the Supplier undertakes to send a certificate of ownership when requested by SANLUCAR.

5.5. Each Party shall bear the taxes, charges and levies and shall carry out the administrative and customs formalities corresponding in each case in accordance with the regulations applicable in each case.

5.6. SANLUCAR shall be entitled to set off all sums due to the Supplier against obligations, indemnities and other amounts owed by the Supplier under these General Conditions.

5.7. SANLUCAR will not accept any extended domain reservation from Supplier.

6. DELIVERY AND ACCEPTANCE OF GOODS (delivery of goods)

6.1. In the case of delivery of goods, Supplier shall deliver the Products at the place, time and in the manner so stated in the Order.

6.2. The Supplier agrees to notify SANLUCAR in writing as soon as it becomes aware of any circumstance for which it cannot meet the deadline agreed between the Parties in accordance with the preceding clause. SANLUCAR reserves the right to reject the Order in these cases.

6.3. The conditions of transport, delivery and transfer of risk of the Products shall be those expressed by the corresponding Incoterm specified in the Order.

6.4. At the time of loading the Products, the Supplier shall present the corresponding delivery note, which shall be signed by the carrier as proof of receipt.

6.5. SANLUCAR, upon delivery of the Products will sign the corresponding delivery note in proof of receipt of the same, without this being understood as a manifestation of acceptance of the products, which will be carried out in accordance with the provisions of the following clause.

Product Acceptance

The procedure for acceptance of the Products shall be as follows:

(a) SANLUCAR may examine, once it has physical access to the Products at destination and prior to their acceptance, whether the Products correspond to the quantity and quality requested and whether there is any external damage or irregularity as a result of transportation or other causes, as well as inspect the vehicle/container transporting the Products and perform the examinations and analyses it deems appropriate.

The foregoing power of SANLUCAR does not relieve the Supplier in any case of its obligation to deliver the Products in the quality and quantity requested by SANLUCAR.

(b) If SANLUCAR detects any deficiency during the course of the inspection or at any subsequent stage, it shall communicate such deficiency to the Supplier within fifteen (15) calendar days of arrival at destination and the procedure set forth in clause 6.4 of these General Conditions shall be followed.

(c) If SANLUCAR does not express its disagreement, it will be understood that the Products have been accepted, without prejudice to the provisions of clause 6.4 below. In any case, the acceptance of the Products by SANLUCAR will always be conditioned to the non-appearance of hidden defects or internal damage in the Products that were not perceived by SANLUCAR upon receipt thereof.

(d) SANLUCAR shall not be obliged to accept early or partial deliveries that have not been agreed upon.

(e) Supplier shall be obliged to inform SANLUCAR, immediately and in writing, in case of occurrence or knowledge of circumstances that prevent compliance with the agreed delivery conditions. In any case, the obligation to inform SANLUCAR does not relieve Supplier of its responsibility for the delay.

6.6. Claims

In the event of a claim or rejection by SANLUCAR for any incident on all or part of the Products, SANLUCAR, after notifying the Supplier may agree on one or more of the following alternatives:

(a) A price adjustment for defects/incidence detected in the Products.

(b) The rejection and delivery of the Products to the Supplier with the latter's obligation to reimburse the amounts paid, the expenses and costs incurred (storage, expertise, transport, among others), including the destruction of the Products if so agreed between the Parties. The aforementioned costs shall include, if applicable, those incurred for the replacement of non-conforming Products with others that meet the agreed conditions.

6.7. The Supplier agrees to hold SANLUCAR harmless and to assume against SANLUCAR any claim, demand, expense, liability, penalty, loss, costs (including attorney's fees and indemnification) or Damages that SANLUCAR may incur or be involved in connection with the Products supplied as defective or Supplier's breach of these General Conditions or the Order.

6.8. The Supplier warrants to SANLUCAR that the Products supplied do not infringe intellectual and industrial property rights of third parties, so it will hold SANLUCAR harmless from any claim that SANLUCAR could receive by third parties in connection with the breach of this warranty.

7. PACKAGING

7.1. Supplier shall comply with applicable regulations and standards relating to packaging and related taxes and duties.

7.2. Used packaging shall be collected by the Supplier. If this is not possible, the Supplier shall bear the costs of waste management and disposal.

8. SUBCONTRACTING AND ASSIGNMENT

8.1 Supplier may not subcontract to third parties the total or partial performance of its obligations without prior consent of SANLUCAR. The assignment implies acceptance of these General Conditions by the assignee. In any case, Supplier shall remain responsible for the performance of the obligations arising from the Order and these General Conditions.

8.2 Supplier may not assign or transfer, without prior written consent of SANLUCAR, all or part of the rights and obligations arising from the Order and these General Conditions. SANLUCAR may freely assign its contractual position to other companies of its same business group, with no other requirements than the communication to the Supplier.

9. INDEPENDENCE AND INTEGRATION

9.1. In the **event** that any provision of these General Terms and Conditions is deemed invalid, void or unenforceable, the remaining provisions and clauses shall retain full validity and effectiveness. Anything deemed null and void shall be interpreted in accordance with the legal provisions.

9.2. A clause whose interpretation would be confusing or difficult to apply because it is vague shall be interpreted in such manner as is lawful, so that its meaning is as close as possible to the intention of the Parties in accordance with the invalid provision. This shall also apply to any omission in the Order.

10. PROTECTION OF PERSONAL DATA AND SENDING OF COMMERCIAL COMMUNICATIONS

10.1 In accordance with the regulations on data protection, the Parties are informed that the personal data provided will be processed by SANLUCAR in order to manage the maintenance of the contractual relationship, authorizing the processing of data in the terms indicated.

In this sense, the Supplier is informed that the basis that legitimizes the processing of the data is the contractual relationship that is intended to be formalized between the Parties, so that their personal data will be retained until the end of the same. Notwithstanding the foregoing, your data will be kept duly blocked, as long as liabilities may arise from the execution of the contractual relationship between the Parties, as well as for compliance with other legal obligations.

You are also informed that your data may be transferred to public authorities, regulators or governmental or jurisdictional bodies in those cases in which it is necessary to do so by law, local regulations or in compliance with regulatory obligations.

Notwithstanding the foregoing, SANLUCAR has the cooperation of third party service providers who have access to your personal data and who process such data on behalf of and for the account of SANLUCAR as a result of a provision of services.

Likewise, SANLUCAR, based on legitimate interest, may communicate your data to other companies in its Group, for the performance of all management and services relating to internal administrative purposes arising from the contractual relationship.

In any case, the application of the aforementioned legitimate interest will at no time imply the infringement of the rights and freedoms of the interested parties.

We inform the Supplier that he may exercise his rights of access, rectification, cancellation, limitation of processing and portability by sending an e-mail to rgpd@sanlucar.com.

10.2 Likewise, the Supplier accepts that SANLUCAR may send commercial communications about its commercial and/or charitable activities through any means of communication including electronic means and, where appropriate, through newsletters.

In any case, the Supplier may unsubscribe from the newsletter service by means of the procedure established for this purpose in each of the e-mails received.

11. FORCE MAJEURE

11.1 Force Majeure

A force majeure event means any act, event or occurrence or combination thereof which:

- (a) is beyond a Party's reasonable control;
- (b) was not foreseeable or, if foreseeable, could not have been avoided or overcome (including by reasonable anticipation) by such Party having taken all reasonable precautions to avoid and/or mitigate the effect of such event or its consequences; and
- (c) prevents, hinders or delays or makes excessively burdensome to a Party the performance of any (or any part) of its obligations.

By way of example, "Force Majeure Cause" includes, but is not limited to, the following events: acts of terrorism, riot, war, invasion, act of foreign enemies (whether or not war is declared), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; ionizing radiation or contamination, radio activity of any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component; earthquakes, floods, fires (emanating from outside the premises), severe tropical cyclones, tsunamis or other physical natural disasters, but excluding weather conditions regardless of their severity; severe droughts;

pandemics or epidemics; nationwide strikes or nationwide labor disputes; any restrictions on the export of the Product imposed by the competent authorities; substantial changes in market conditions.

11.2 Obligations of the Parties during a Force Majeure Event

The Parties shall promptly inform the other Party and adapt in good faith their obligations by making all reasonable efforts to: (i) prevent and minimize and mitigate the effect of any delay caused by a Force Majeure Event; and (ii) otherwise perform their obligations to the best of their ability.

If, notwithstanding the foregoing, it is impossible for any of the Parties to comply with its obligations due to Force Majeure, the Parties shall renegotiate in good faith the terms and conditions of the purchase and sale of the Products.

If the Force Majeure Event continues for more than two (2) months, the Parties shall have the right to cancel the contract or order.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

12.1. To the extent that SANLUCAR authorizes Supplier to use its Industrial and Intellectual Property Rights exclusively to carry out the object contained in the Order, Supplier agrees to: (i) not to alter, delete or modify the Industrial and Intellectual Property Rights; (ii) not to take any action and/or adopt any measure that could impair the validity or depreciate the value of SANLUCAR's Industrial and Intellectual Property Rights; (iii) refrain from applying for registration of any Industrial and Intellectual Property Rights of SANLUCAR; and (iv) not to reproduce its own trademarks or distinctive signs together with SANLUCAR's Industrial and Intellectual Property Rights unless prior and express approval of SANLUCAR.

12.2. In case of breach of any of the above provisions by the Supplier, it shall indemnify SANLUCAR for any Damage or Loss suffered as a

result of the infringement of the Intellectual and Industrial Property Rights of SANLUCAR.

13. PERMITS AND AUTHORIZATIONS

13.1. The Supplier must obtain all permits and authorizations from the competent authorities that are necessary to carry out its activity in accordance with the provisions of the Order and these General Conditions, as well as strictly comply with the applicable regulations in force.

13.2. In particular, the Supplier undertakes to comply with the following:

- Provide all the information and documentation required by SanLucar for its registration in SAP as a supplier of SANLUCAR.
- Failure to supply the Products prior to the issuance by SANLUCAR of the Order. In this regard it is noted that SANLUCAR will not accept or pay the price of the Products that have been delivered without the timely Order.
- Deliver the specific documentation of the Product, which has been reasonably requested by SANLUCAR in due time.

14. CONFIDENTIALITY

In the event that during the contractual relationship governed by these General Conditions, Supplier accesses any type of Confidential Information owned by SANLUCAR (meaning by Confidential Information any oral or written information relating to SANLUCAR, companies of its group, or other persons or entities related to SANLUCAR activities, including, but not limited to, information of a commercial, operational, customer lists, economic, accounting, financial and/or technical nature, processes, methods, know-how, plans, drawings, corporate and present or potential suppliers that is not in the public domain and therefore is reserved or confidential). Programs or software, know-how, plans, drawings, corporate and present or potential suppliers that is not in the public domain and therefore, is reserved or confidential), Supplier agrees to use it following the instructions of SANLUCAR, not to use it for other purposes (not even for their own benefit and / or third party), to

keep it under strict confidentiality and not to disclose it under any circumstances to third parties. The Supplier undertakes to impose the same obligation on subcontractors with respect to confidentiality and secrecy. Upon termination of the contractual relationship governed by these General Conditions, Supplier shall return or destroy (as instructed by SANLUCAR) such Confidential Information owned by SANLUCAR that was in its possession or that of its subcontractors. This confidentiality commitment shall survive indefinitely the termination of the contractual relationship between the Parties, regardless of the cause of termination.

15. COMMUNICATIONS

15.1 Any communication or notification between the Parties relating to the Order or these General Conditions must be in writing. Communications and/or notifications made by telegram, fax, e-mail or any other electronic means that allow confirmation of their receipt and content and have been sent to the addresses of SANLUCAR and Supplier shall be deemed to have been duly delivered and received.

15.2 Any change of address for service shall be notified to the other Party in writing at least five (5) working days in advance at the address of the Party receiving such notification.

16. APPLICABLE LAW

These General Conditions and the commercial transactions from which they arise shall be governed by the Spanish common law.

17. FUERO

Unless otherwise specified in the Order, for any controversy that may arise between the Parties in relation to the interpretation, execution, fulfillment or resolution of these General Conditions and/or the legal relationship from which they arise, the Parties submit to the Courts and Tribunals of Spain, in the city of Valencia, expressly waiving any other jurisdiction that may correspond to them.



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