

## General Terms and Conditions Purchase of Goods and/or Services

### 1. Application and Priority

1.1. These general terms and conditions (“GTCs”) shall apply to all purchases of goods (“Goods”) and services (“Services”) between us (“Purchaser”) and you (“Supplier”), together called the “Parties” and separately and indistinctly a “Party”. These GTCs replace and prevail over the Supplier’s general terms and conditions of sale and delivery, meaning that your terms and conditions shall not be binding on us.

1.2. The aim of the GTCs is to regulate the relationship between us and they are an integral part of the Contractual Documentation we intend to enter into with you. You will find these terms and conditions duly identified on our website, which you may access directly or via the web link we provide.

1.3. Any exception you propose to these GTCs shall only be valid if you previously put it in writing and we accept it in writing. It shall only apply to the order or group of orders in relation to the goods for which the exception was proposed. In no case does the exception extend to current or subsequent contracts with you or any subsidiaries in your Group.

1.4. For clarification purposes, the following definitions are listed below and shall have the meanings ascribed herein in any interpretation of the GTCs:

- “GTCs”: each and every clause in this document, intended to govern the contractual relationship between us.
- “Day”: unless expressly stated otherwise, “day” shall mean a working day.
- “Contractual Documentation”: the Contract, the GTCs, the Bid, the Order and any additional or supplementary documentation governing the contractual relationship between us and which is an integral part of the abovementioned documents.
- “Parties”: Supplier and Purchaser.
- “Contract”: a formal document signed by Supplier and Purchaser regulating prices, terms, products and payment methods, among other matters.

### 2. Entry into Force

2.1. Once the Contract has been signed by the Parties, the GTC period of validity shall extend to delivery of goods/correct provision of services, including the warranty period, except for clauses where a longer duration is expressly provided.

### 3. Delivery of Goods/Provision of Services

3.1. Goods shall be delivered together with their manuals and other documents customary for their type or as required under any applicable law or regulation, the Contract or the Purchase Order or Order Form.

3.2. As Supplier, you shall deliver the goods and related documents at the time and place stipulated in these GTCs or in the Contract, or as otherwise directed by us, and you undertake to comply scrupulously with the time and place of delivery agreed in the Contract.

3.3. Goods shall be shipped and delivered with the means of transport chosen by the Purchaser, with the costs being borne by the Supplier.

3.4. Supplier shall provide Purchaser with the machinery required to unload the pallets once they arrive at the delivery point agreed by the Parties.

3.5. Goods covered by the Contract shall be delivered on the date and in the quantities set out in the Contract at the Purchaser's premises specified therein. The recipient of the goods covered by the Contract shall, in the same act, document the delivery and reception with express mention of the date. The quality and weight of the goods shall be checked, where applicable, at the time of delivery. Goods may be rejected if sufficient causes are found that make them unfit for their intended purpose, according to the technical quality specifications. A person authorised by the Purchaser may be present at this check. In the event of disagreement between the Parties on the product quality conditions set forth in the Contract, a technical officer appointed by mutual agreement shall be used. The costs incurred shall be borne by the Party the officer deems to be in the wrong. Supplier shall provide Purchaser with the data and documents needed to identify the place of origin of the goods for traceability and control purposes.

3.6. As Supplier, you warrant that any perishable goods were cultivated in compliance with current laws, using phytosanitary products authorised in the official register, always meeting traceability regulations, not exceeding maximum recommended doses and respecting the safety periods for each good and the applicable regulations in this respect. You shall provide us with the supporting documentation of possible certifications of the farms where the goods were harvested.

Prior to harvesting, either Party may check the condition and quality of the goods, take samples and perform pesticide tests, reporting the results to the other Party. An analysis detecting unauthorised pesticides or amounts above the legally established maximum residue limits may be reason to cancel the purchase of the goods without any indemnity or compensation to the Supplier, and we reserve the right to take any legal action within our scope to compensate for damage caused.

3.7. Services shall be provided at the time and under the conditions set out in the Order Form or Contract, and if no such conditions have been set out, as soon as possible and in accordance with the highest quality standards required of an expert in the field.

#### **4. Price and Payment**

4.1. Unless otherwise agreed in writing, the payment term shall be 30 days from the date of delivery and receipt of the goods at the Purchaser's premises, after issuance of invoice by Supplier and 60 days from the date of service provisions. Invoices must contain at least a description of the goods and/or services and quantity supplied, the delivery date and place, the Purchaser's and Supplier's business names and tax identification numbers and the order numbers provided by Supplier and/or Purchaser.

4.2. If Purchaser requires Supplier to make a change to the goods and/or service provisions, it shall have ten (10) working days to calculate the impact of the change on both the performance and, where applicable, the price. Any change must be expressly set out in writing and agreed to by the Parties.

4.3. In relation to perishable goods and primary producers, if the amount agreed in the Contract meets the provisions of paragraph 4 Article 2 Law 12/2013 of 2 August 2013 concerning not paying for transactions in cash where any of the intervening parties acts as a businessperson or professional with an amount equal to or more than €1,000 or its equivalent in foreign currency (paragraph 1 article 7.1. Law 7/2012 of 29 October 2012), it is hereby declared that the Contract is formalised in writing pursuant to Article 8 Law 12/2013 of 2 August 2013.

## **5. Warranty**

5.1. As Supplier, you warrant that all goods deliveries and/or service provisions shall:

- i. have the quality described in the Contract, purchase order or order
- ii. meet applicable laws and regulations, and
- iii. be fit for the purpose intended by Purchaser.

5.2. This warranty shall expire twelve (12) months from the date of receipt of the goods and/or provision of the service by the Purchaser.

## **6. Intellectual Property**

6.1. Intellectual property rights of any kind (patents, trademarks, utility models, designs, copyright, software, etc.) as well as know-how leveraged by Supplier and/or Purchaser within the framework of the contractual relationship shall be the exclusive property of Purchaser. Use by Supplier of any intellectual property rights or know-how owned by Purchaser within the framework of the contractual relationship does not under any circumstances represent a transfer or licence of use of these rights from Purchaser to Supplier. Supplier shall not take any action that may impact the validity of Purchaser's know-how or intellectual property rights.

## **7. Liability**

7.1. Supplier shall be liable without limit for any direct or indirect claims or damage caused by or in connection to the goods and/or services.

7.2. Supplier undertakes to indemnify and hold Purchaser harmless from claims made against it by a third party in connection with the purchase or delivery of goods and/or provision of services where the claims are not attributable to Purchaser.

7.3. Purchaser may apply penalties for delay or other cases of noncompliance and deduct them from the price of the goods and/or services.

## **8. Confidentiality**

8.1. Supplier shall keep confidential all information to which it has access, whether supplied by Purchaser or otherwise, concerning the latter and its business in connection with the delivery of the goods and/or provision of the services. This duty of confidentiality shall remain in force for five (5) years from delivery of the goods and/or provision of the services. Supplier shall not use

Purchaser's name and/or trademarks or any business relationship with it for advertising purposes, as a reference or in any other way without the latter's prior written consent.

8.2. Supplier and Purchaser undertake to provide each other with the information required under Article 13 Law 12/2013 of 2 August 2013 on measures to improve food chain functioning and other applicable regulations. All information contained in the Contract, as well as that obtained during its performance, shall be used exclusively for the purposes for which it was supplied, respecting the confidentiality of information transmitted or stored at all times. This information may not be disclosed to third parties without the other Party's written consent, except in the cases established by law.

## **9. Supplier Obligations**

9.1. As Supplier, you undertake to meet the following obligations:

- i. provide truthful information in good time to enable us to receive the goods and/or service provisions correctly
- ii. inform us in good time of any known, actual or potential risks or hazards that may be incurred in the delivery of the goods and/or provision of the services
- iii. obtain at your expense and under your responsibility all permits and authorisations needed for the delivery of the goods and/or provision of the services to be rendered in accordance with the applicable regulations
- iv. deliver the goods and/or provide the services in the agreed time and form.

## **10. Subcontracting and Assignment**

10.1. Supplier may not subcontract deliveries of goods and/or provisions of services to third parties without Purchaser's prior written consent. However, if a delivery is authorised by Purchaser and subcontracted by Supplier, the latter shall have sole responsibility for the delivery and/or provision and be liable without limit for any damage or claims arising from the subcontractor.

10.2. The rights and obligations resulting from the Contract may not be assigned by either Party to third parties without the other Party's express prior written consent, except the assignment of rights and obligations by Purchaser to any company within its group, in which case communication of the assignment by Purchaser to Supplier shall be sufficient.

## **11. Business Independence**

11.1. The relationship between the Parties shall be exclusively of a commercial nature and there shall be no employment relationship between Purchaser and Supplier personnel. Neither Purchaser nor Supplier shall have the status of owner, employer or manager with respect to the other Party's employees in the business relationship between the Parties. Relations between the Parties are those of two legal entities/individuals independent of each other and of third parties. Neither the Parties nor their employees act as representatives, agents or representatives of the other Party, nor shall their acts or omissions give rise to any kind of relationship binding on the other Party with regards third parties. In particular, neither Party may take decisions on behalf of the other. Neither conclusion nor performance of the Contract shall be construed as a partnership or risk-sharing relationship between the Parties.

## 12. Termination

12.1. In addition to the causes established by law: if we, as Purchaser, expressly notify you of any of the events listed below and you fail to take appropriate steps to remedy them within fifteen (15) days, we may terminate the Contract without any obligation or liability arising therefrom.

Such events cover the following:

- i. delay in delivery of goods or provision of services
- ii. lack or insufficiency of information provided to make the goods delivery or service provision
- iii. inconsistency or inaccuracy between the goods purchased/services rendered and what we received
- iv. impossibility of the goods serving the need and purpose for which we purchased them
- v. non-acceptance by Supplier of any modification to the Contract proposed by Purchaser
- vi. failure to adopt the necessary preventive measures to adequately control health and safety risks to Supplier personnel during the term of the Contract
- vii. noncompliance by Supplier with any of its obligations and
- viii. any change of control within Supplier's structure without prior express notice to Purchaser.

In addition to the above, any failure or delay in goods deliveries and/or service provisions shall entitle Purchaser to take any legal action available to it to recover damages. Supplier shall not be entitled to make partial deliveries, unless agreed by Purchaser in writing. Any partial delivery shall be considered a late delivery and Purchaser shall be entitled to reject it and to request any of the abovementioned actions.

## 13. Data Protection

13.1. With regards processing personal data, Supplier is the data controller. Supplier shall process personal data in accordance with the requirements set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), and any supplementary national implementing regulations. In particular, Supplier, as controller of data that may be transferred to Purchaser, must provide data subjects with the information provided for in Arts. 13 and 14 GDPR prior to performing any transfer and/or communication of personal data to Purchaser in order to comply with the provisions of the Contract and to obtain any valid consent required to allow the lawful processing of data by Purchaser. Supplier shall therefore be responsible for ensuring that any transfers and/or communications of personal data that may be required in connection with the Contract are admissible and fully compliant with GDPR requirements.

13.2. In keeping with the applicable regulations, personal data relating to the signatories of the Contract or the representatives of the Parties shall be processed by the Parties in their capacity as data controllers to manage and control the contractual relationship entered into and to comply with the applicable laws.

13.3. Data processing is needed to manage and perform the Contract. The lawful basis is the Parties' legitimate interest in formalising and performing it, after carrying out a weighing judgement, without the interests or rights of the signatories prevailing (this information can be made available to interested parties upon request) and in compliance with their legal obligations

(commercial, fiscal, etc.) and, in particular, those provided for by Law 31/1995 of 8 November 1995 on Occupational Risks.

13.4. In addition, we may use your personal data to: i. keep you informed, via commercial communications sent by physical or electronic means, about products and services similar to those initially contracted with you, on the basis of our legitimate interest; and ii. send you commercial communications by physical or electronic means about products and services other than those offered and contracted and which may always be consulted on our website, as well as commercial communications about events and news related to the services, provided you have given your consent. We may share your personal data with other organisations within our Group: i. for economic, fiscal, administrative, reporting or internal investigation purposes for the correct formalisation, performance and development of the contractual relationship between us on the basis of our legitimate interest to do so; and ii. send you commercial and/or promotional communications by physical or electronic means about our products and services and/or those offered by other members of our Group, as well as events and news related to the Group's activities if you have given your consent.

13.5. You may object to the processing of your data and exercise your rights at any time when based on legitimate interest by emailing [dataprivacy@deprado.eu](mailto:dataprivacy@deprado.eu). You are also free to contact the Spanish Data Protection Agency (<https://www.aepd.es/>) for any enquiry or complaint regarding data protection. Your data shall be kept for the duration of the contractual relationship and thereafter for the period of limitation of legal and contractual actions for defence of Purchaser's rights.

#### **14. Force Majeure**

14.1. If you are prevented from making a delivery or we are prevented from taking physical delivery due to force majeure events, including lockouts, riots, civil commotion, fire or any other cause falling within the term, or if similar circumstances prevent or delay the shipment or arrival of the goods and/or provision of the services, the delivery/collection period shall be extended by a maximum of ten (10) calendar days after the cause of prevention has ended. The Party invoking this clause shall notify the other Party with due diligence and provide evidence of prevention if required, stating the cause in detail and its foreseeable duration.

14.2. If the cause of force majeure lasts more than ten (10) days, we shall be entitled to terminate the Contract without penalty and without charge/payment of the goods.

#### **15. Anticorruption and Export Checks**

15.1. In connection with the implementation and performance of the contractual documentation, as Supplier you state that you have complied and will continue to comply with applicable anticorruption laws and regulations, export control laws and regulations, including without limitation the anticorruption laws of the country where the goods are delivered and any other applicable laws relating to bribery, extortion and unofficial payments, as well as with our Code of Ethics and Anticorruption Policy and Procedure, which you are aware of and which are available on our website.

15.2. As Supplier you state and guarantee that: i. neither you, your subsidiaries nor other companies in your group nor their respective directors, officers nor direct or indirect partners are the subject of sanctions. ii. you have received no notice of, nor are aware of, any claim, action, suit, proceeding or investigation against you in connection to anticorruption laws and regulations or sanctions and export control regulations by any authority; and iii. you have not engaged nor

been involved in any transaction that evades, avoids or is intended to evade, avoid or directly or indirectly violate any sanctions or export control regulations applicable to you.

15.3. If we have reasonable grounds to believe you have breached any provision of this Clause: i. we shall be entitled to unilaterally and immediately terminate the Contract; and ii. you shall defend, indemnify and hold us, our directors, officers and employees harmless from and against any and all costs, claims, damages, losses, liabilities, expenses (including legal fees), litigation or settlement expenses or court costs, judgments, fines or any other amounts of any nature arising from any direct or indirect breach of this clause by you, on your behalf or with your knowledge. We shall not be obliged to meet any obligations under the contractual documentation if performance is compromised by any impediment arising from anticorruption regulations and laws or sanctions and export control regulations. In such a case, we shall be entitled to terminate the Contract immediately.

## **16. Validity of the General Terms and Conditions**

16.1. We may modify these GTCs at any time at our discretion. Any modification to the GTCs shall become effective for you on the date of notification thereof.

16.2. If any provision of these GTCs is invalid or ceases to be valid or enforceable in whole or in part, the other provisions shall remain valid and enforceable.

## **17. Partial Invalidity**

17.1. If any provision(s) of these General Terms and Conditions is deemed invalid or void, the validity of the remaining provisions shall not be affected or impaired. If any invalid, unenforceable or unlawful provision of the GTCs were to become valid and lawful should a part of it be deleted, the provision shall apply with such modifications as needed to make it valid, enforceable and lawful so long as this does not upset the balance between the Parties in relation to the execution of the Contractual Documentation.

## **18. Register of Food Contracts**

18.1. If the Law on Food Contracts applies to the goods, the Contract shall be entered in the Register of Food Contracts operated by the Ministry of Agriculture, Fisheries and Food ("MAPA") and available on the website of the Food Information and Control Agency ("AICA") <https://www.aica.gob.es/registro-de-contratos/>, pursuant to Article 11(a) Law 12/2013 of 2 August 2013 and its implementing regulation, Royal Decree 1028/2022 of 20 December 2022 implementing the Register of Food Contracts applicable to the Contract.

## **19. Penalties for Nonconformities**

19.1. As Supplier you are obliged to deduct from the price of the goods and/or services the penalties, depreciation or bonuses established in the Contract for any nonconformity with the qualities delivered with respect to those contracted.

## **20. Insurance**

20.1. During the term of this Contract, you agree to take out and keep in force at your expense insurance covering the goods and their carriage.

20.2. You shall provide us with a certificate on this issued by the insurance company.

**21. Law and Jurisdiction**

21.1. These GTCs and any matter relating to the Contract and the goods or services shall be governed by the laws of Spain and any dispute between the Parties relating thereto shall be subject to the exclusive jurisdiction of the courts of the city of Seville.