

GENERAL TERMS OF CALVO GROUP FOR INTERNATIONAL SALES

1. Scope and validity

1.1. These General Terms apply to all **international** sales whether term or *spot* by any Calvo Group company (CALVO or the Vendor) for the Vendor's own-brand Products.

For the purpose of these general terms, international sale is understood to mean any buyer from a country different from the Group vendor or manufacturer company. Subsequent sales and supply agreements are included in the scope of these General Terms, but internal or domestic operations, or those with a specific applicable contract (for example, agency or distribution) are exempt. Neither do these terms apply to intra-group contracts.

These General Terms are available at the following website: <https://www.grupocalvo.com/who-we-are/codigo-de-etica-empresarial/> and will apply to international sales formalised after 1 July 2022 and until they are amended or replaced by new general terms.

1.2. In the event of discrepancy between these General Terms and the Specific Terms, the latter will apply.

2. Definitions:

Buyer: The importing company listed as such in the Order (or Specific Terms).

Specific Terms: The Template of commercial terms periodically agreed with each Buyer or Distributor.

Contract: The Specific Terms (or Template) plus these General Terms and any complementary agreement the Parties may reach in writing to apply or develop the Contract.

Parties: The Vendor and Buyer jointly.

Order (or Specific terms): The document signed, whether traditionally, electronically or by exchanging scanned signatures or email, in accordance with sector customs, specifying the essential specific terms for each sales operation, according to the general model approved by Calvo at any time.

Products: All products marketed by Calvo Group included at any time on the Vendor's list defined according to the specific technical data sheet of each product.

Promotion: Any special sales activity for third parties not included in the Specific Terms and expressly agreed by the Vendor and Buyer in writing prior to enforcement.

Territory: The Country or countries of import indicated as such in the Specific Terms. The Buyer undertakes to not sell Products outside the agreed territory.

Vendor (or Calvo): Calvo Group exporting company listed as such on the Order Sheet (or Specific Terms).

3. Know your Customer (KYC) information requirements

Prior to accepting a potential Buyer as a client or any order, the Vendor reserves the right to verify solvency and compliance as deemed appropriate, requesting the documentation required by the legislation of the country of export and import, or by third countries directly or indirectly related to financing, transport and insurance operations linked to the international sale. These include but are not limited to:

- Identity Verification: Including international embargoes, money laundering, and ultimate beneficial owner.
- Credit Rating: Including verification of Buyer's solvency and financial statements.
- Verification: Including the right to share the identity of the Buyer, its agents and third-party Buyers (in the case of cross trade operations) with third-party verifiers, financiers and insurers, as well as with public authorities.

The Buyer undertakes to provide the Vendor with any information or documentation requested for this purpose by the Vendor. This will be strictly confidential except for the right to share with third-party verifiers and competent public authorities.

This information may be requested from the Buyer or collected from third parties both prior to a Sale operation and subsequently for term operations (subsequent sales and supplies).

4. Trademarks and industrial and intellectual property

The Vendor ensures the Buyer that it is a Calvo Group subsidiary, understood according to Art. 42 of the Spanish Code of Commerce. Its parent company owns the registered trademark (™) industrial property in the country or countries of destination, and it has obtained the relevant licence for use by the parent company.

4.1. Industrial and intellectual property

The Vendor declares it holds the necessary legitimate industrial and intellectual property rights for marketing the Products sold to the Buyer.

Operations between the Parties do not entitle the Buyer to use, communicate, reproduce by any means or use any trademark or graphic, trade name, distinctive sign, logo, emblem or similar, or any other industrial or intellectual property rights held by the Vendor without its prior written authorisation, except for their inclusion on Product packaging as determined by the Vendor.

Should the Buyer detect any illegitimate use of these rights by a third party in the Territory, it will notify the Vendor by reliable means so it may decide how to defend its rights.

The Buyer will compensate the Vendor for any damages or expenses it may cause due to a direct infringement of the Vendor's industrial and intellectual property rights.

4.2. Ban on parallel re-exports

The Buyer may not resell nor re-export the Products outside the Territory specified in the Specific Terms. If it does, the Vendor is not liable for any regulatory infringement or damages caused to third parties, not even consumers, in a Territory not accepted by the Vendor. The Buyer will be liable for any expenses, damages, penalties or legal costs incurred by the Vendor due to third-party claims in territories not accepted by the Vendor.

5. - Orders

The Buyer may place orders with the Vendor for Products as follows:

a/ All Orders will be processed by the Buyer by writing (email) to the Vendor, or using the computer platform set up by the Vendor.

b/ The Buyer will indicate on each Order the specific Products from the valid list in force at any time that it requests from the Vendor, their quantities and the delivery date, which in no case may be less than 30 working days, except with express acceptance from the Vendor.

c/ The Vendor reserves the right to refuse to sell products not included in the order or the products agreed. Requests for Products not included in the Vendor's current list at any time will be deemed not completed and automatically rejected with no need for a response from the Vendor until the Vendor expressly accepts it in writing.

d/ The Vendor will check each order from the Buyer and will accept it with or without conditions in a maximum of five (5) working days from the date of receipt. Should the Vendor not respond in that period, the Order will be deemed rejected. There will be no tacit acceptance.

e/ Should the Vendor accept the order with conditions, the Buyer will have five (5) working days from receipt of the notification to respond in writing whether it accepts or not. If it accepts, the sale will be deemed concluded and firm and may not be cancelled by the Buyer. If it does not accept, a new order must be placed, which will be governed by the system described in this clause.

f/ The minimum order will be one (1) pallet per Product reference.

6. Product delivery and check

6.1. Delivery

Products will be delivered by EXW (ICC Incoterms 2020) to the Calvo Group manufacturer company's factory, unless another Incoterm is agreed in the Order.

Ownership and risk of the Products will pass from the Vendor to the Buyer according to the provisions of the INCOTERMS 2020 rules of interpretation set by the International Chamber of Commerce for the Incoterm agreed in each Order or, failing this, according to the provisions of these general terms.

The Vendor only undertakes to provide the Buyer with the documents specified in the Order for the Product. Failure to deliver any document (including the number of copies indicated) will not entail contractual non-compliance by the Vendor, unless the missing documents are essential to import the Products in the Territory.

The Vendor guarantees that the Products comply with the rules of origin in the Country of destination provided they have been expressly agreed in the Order.

6.2. Check

The Buyer will have one (1) working day from the date of delivery to check the apparent condition of the Products, notwithstanding its obligation to indicate reservations for this apparent damage in the carrier's delivery note. If no reservation or communication is sent in this period, the products will be deemed to have been received satisfactorily. Damaged Products will be collected by the Vendor at its own expense and replaced by identical Products, unless they are unavailable, in which case the Vendor will issue a refund to the Buyer which will be discounted from the next Order.

Should the Products have unapparent or quality faults or damage, the Buyer must notify the Vendor in writing as soon as it has knowledge and if it considers that there may be a food safety issue,

acting in accordance with clause 7 below. No product quality claims will be accepted on the day after they are opened.

In the event of discrepancy between the Buyer and the Vendor regarding apparent, unapparent or quality damages, an expert report will be requested from a food expert appointed by mutual agreement and, in the event of disagreement, from the Spanish Association of Canned Food Manufacturers (ANFACO). Analysis and report costs will be paid by the party whose position is rejected in the expert report.

CALVO will not be liable for any damage caused in the Buyer's manufacturing processes unless it is unequivocally proven that the damage stems directly from a food quality fault in the Products according to their technical data sheets.

6.3. Deadline stipulations

All stipulations regarding deadlines for compliance with the Vendor's obligations included in these general terms and in the Order will be deemed illustrative. The Vendor only undertakes to take every effort to comply with them such that a deadline breach by the Vendor does not entitle the Buyer to terminate the Contract nor claim any damages.

6.4. Reservation of ownership

Notwithstanding the transfer of risk as provided in the Incoterm agreed in each operation, ownership of all Products will continue to lie with the Vendor until the Buyer has paid the specified price in full, with no discounts or compensation.

7. Quality

The quality and technical specifications of Products will be as indicated in the technical data sheets in force at the time the Order is accepted by the Vendor.

All Products that do not comply with the quality and technical specifications included in the quality sheets may be rejected by the Buyer. The Vendor will solely be responsible for refunding or compensating the sale price with a refund note in the next order, or by transfer (as decided by the Vendor), for Goods that do not comply with the quality and technical specifications.

The Vendor only guarantees the Buyer that:

- (a) Products are safe and suitable for sale and human consumption in accordance with applicable technical-health and food legislation in the countries of export and import (the Territory), ensuring full food traceability for Products.

- (b) Quality and food safety maintenance of Products until delivery to the Buyer, undertaking to comply with conservation obligations until delivery.
- (c) Products must comply with applicable national regulations in the Territory and be able to pass any food safety or custom inspection in that Territory, and comply with the instructions, standards and regulations of the country or place of import.
- (d) Notify the Vendor of any incident that may affect the food safety of Products and/or consumers, and especially any action or visit by health authorities affecting the products supplied.
- (e) Participate with the Vendor in implementing all food safety protection actions deemed specifically appropriate in the event of potential food crises (blocks, withdrawals, etc.). CALVO has a food alert system adapted to current best practice so the Buyer or Distributor undertakes, as soon as it has knowledge of a possible product food or safety problem, to activate it by calling +34 981704307 - Ext. 377 / +34 659 157 157, sending an email to calidad.calvo@calvo.es or writing to the addresses indicated in the clause on notifications.

After delivery of the Product in accordance with the agreed Incoterm, the Buyer is responsible for it regarding transport, storage and conservation, in accordance with the conservation recommendations indicated by the Vendor.

8. Product liability insurance

CALVO guarantees that it has product liability insurance signed according to Spanish legislation in force at any time, notwithstanding that the Buyer or Distributor undertakes to take out equivalent insurance for damages it may cause to third parties because of incorrect manipulation of Products. Both Parties may require each other to send a copy of the insurance certificate in force for the year if necessary by simply sending written notification by email.

This insurance cover must be maintained throughout the commercial relationship between the Parties.

9. Disclaimers

In the event of a breach of quality or food legislation attributable to the Vendor, it will only be liable to the Buyer for any loss, claim, cost, expense, payment, penalty or any other financial detriment stemming or arising directly from any withdrawal, confiscation or destruction of Products, or any punitive or administrative action by the competent authorities in the Territory, always limited to direct damage (not consequential or indirect, such as lost profit, loss of opportunities, or potential or real operations with third parties).

In case of dispute between the parties on Product quality at origin or destination, the parties will submit it to expert analysis at the goods point of delivery and/or destination, as applicable. Failing an agreement between the parties on the expert appointment within a maximum of three (3) day from notification of the dispute, the Vendor will choose between Anfaco, SGS, Bureau Veritas or Intertek. This analysis will be final and binding on the parties, except for manifest error or fraud. Expert intervention and report costs will be paid by the party whose stance has been rejected by the expert report. If the expert report rejects the stance of both parties, each will pay half the costs.

The Vendor's liability will not exceed in any case the sum of the product liability insurance indicated in clause 8 above.

The Vendor accepts no type of penalties nor claims from the Buyer in excess of the content of this clause.

10. Labelling, design and packaging

The Vendor will manufacture the Product packaging and cases or will acquire them from third parties, and will be responsible for their design and content.

The Vendor will be responsible for the mandatory mentions on the packaging and label pursuant to current legislation in the country of manufacture and sale of the Product, as well as their language, but the Buyer must warn the Vendor of any fault or doubt observed according to food and consumption regulations in the Territory.

The intellectual and industrial property of visuals, graphics and other elements used in the design and manufacture of packaging belong exclusively to the Vendor. The Buyer will therefore refrain from any use, imitation, reproduction and communication not strictly stemming from the Contract and applied to the purposes contained therein.

11. Price, payment method and guarantees

The Specific Terms will specify the price, payment method and, where applicable, percentage of the price paid in advance, date of the advanced payment, as well as documents to be submitted by the Buyer regarding the advanced payment. The remaining price must be paid within a number of working days following Product delivery, as specified in the Specific Terms.

The Buyer will issue electronic payment unless another payment method has been agreed by the parties in the Specific Terms, net of any discount, compensation or penalties and in euros, unless payment in another currency is expressly agreed in the Specific Terms.

The above rules will not apply when the parties have reached an agreement to defer payment by means of guarantees such as letter of credit, documentary remittance, etc., which must be indicated in the Specific Terms.

If the Specific Terms establish that the Buyer will provide a certain payment guarantee (whether letter of credit or another commonly used in international trade), its terms and conditions must be specified in the Specific Terms, and will be binding on both parties and the guarantee issuer.

Any final Order may be retained in case of total or partial non-payment of a previous order by the Buyer.

The Vendor will issue an invoice in accordance with the rules applicable in the Vendor's country and in the Territory.

Unless otherwise specified, the price does not include any duties or taxes that must be paid for import into or sale in the Territory.

12. Confidentiality

The parties undertake to keep all Information of any kind received from the other party (including personal data) strictly confidential and guarantee that the information they hold regarding trade relations between the parties is confidential, that access is restricted to authorised individuals and it is not accessible by any other individuals external to the contracting parties without the prior knowledge and express written consent of both parties.

The parties undertake to use the information provided by the other party for the sole purpose of complying with these general terms and any specific terms. For the purpose of these general terms, "Confidential Information" includes any relevant data, documentation or information of technical, economic, financial, trade strategic or any other nature, including but not limited to: analyses, studies, data, product samples, formulas, recipes, discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, diagrams, models, samples, databases, computer programs, client lists, personal data, procedures or any other product-related document provided verbally, in writing, on magnetic or digital means or any other computer mechanism, graphic or in any other way.

The obligation to maintain confidentiality will remain in force throughout the Contract term and, even after the duties under which confidential information was accessed have concluded, for an unlimited time after termination of trade relations between the parties.

13. Force Majeure

Neither Party will be liable for breach of their obligations or delay in compliance due to force majeure or fortuitous events, or any other cause outside the control of the affected party. These include but are not limited to: epidemics, war or armed conflict, uprisings, riots, fire, flooding, stormy conditions at sea, tsunamis, adverse weather conditions, strikes, labour disputes, closure or breakdown at production centres, or any other cause beyond the control of the Party whose compliance is affected (force majeure event) during a period that is expected to last no more than 30 days. The Party must notify the other in writing, providing proof of the force majeure event to reasonably satisfy the other party. Once notification on the force majeure event has been received, the party receiving the notification will be entitled to terminate the agreement contained in the Contract, mutually releasing both Parties from complying with their obligations, notwithstanding any rights or obligations applicable on the date of termination. Any decision to terminate the Contract must be sent in writing within seven days from receiving notification. Should the force majeure event last more than 120 days, the agreement will automatically be released until that time in relation to compliance with all persisting obligations.

Force majeure is not acceptable as an exclusion from the obligation to pay the price in any case.

14. Regulatory compliance and amendments

The Vendor undertakes to comply with regulations applicable to the product on the date of accepting the Order, but it is not liable for any regulatory amendments in the country of export or in the Territory after that date. In this case, the Buyer is required to pay the price and both parties must negotiate in good faith a solution that minimises damage to both should it not be possible to deliver the products as a direct, exclusive result of the regulatory amendment.

15. Social responsibility and compliance

In relation to Corporate Social Responsibility, the Buyer has been informed that Calvo Group has adhered to the United Nations Global Compact for responsible management. The Buyer therefore guarantees that it complies, and will comply throughout the term of its contracts with Calvo, with the terms of that Global Compact, and it undertakes to integrate in its operations the 10 principles proposed by the United Nations as essential for responsible management. These are available at <http://www.pactomundial.org/category/aprendizaje/10-principios/>.

The Buyer (i) understands and accepts the CALVO GROUP Code of Business Ethics available at <http://www.grupocalvo.com/wp->

[content/uploads/2020/10/Codigo de Etica Empresarial de Grupo Calvo 2020.pdf](#);

(ii) declares to have read and understood its content, expressly accepting that it be included in these General Terms; (iii) guarantees that it conducts responsible management of its supply chain by applying and complying with the measures contained in the Calvo Group Code of Business Ethics; (iv) understands and accepts that CALVO has power to audit the Buyer's compliance with the principles of the Calvo Group Code of Business Ethics; and (v) understands and accepts that any breach by the Buyer entitles CALVO to unilaterally terminate the Contract without the Buyer being entitled to any compensation based on this termination.

16. Fight against corruption and penalties

The parties mutually guarantee and undertake to comply with all applicable laws, regulations, standards, decrees and/or orders and with the official governance requirements of the United Nations, European Union or any other relevant jurisdiction in the fight against corruption in the public sector, private sector or money laundering.

In this sense and as part of the commitments listed in the Code of Ethics and the Compliance and Crime Prevention Model, Calvo Group has developed a mandatory anti-corruption policy for all its personnel, as well as for individuals and legal entities working under a service provision contract with Calvo Group. This is attached as an Appendix, accepted and compliance is undertaken.

The parties declare, guarantee and accept that they will not pay, offer, give, request or promise to pay or authorise the payment of money, other valuable items or grant personal benefits or advantages, whether directly or indirectly, to:

- (i) a national or foreign civil servant;
- (ii) a director, officer, employee or agent/representative of a counterpart, supplier or current or potential client of either party; or
- (iii) to any other person, individual or entity by suggestion, request or indication, or to benefit any of the persons or entities described above, nor will they conduct any other actions or transactions that breach or are not in line with legislation against corruption or money laundering of any government and applicable legislation in the country implementing the OECD Convention on combating bribery of foreign public officials in international business transactions.

The parties may terminate the Contract, immediately and at any time, by written notification to the other party if, in their reasonable opinion, they consider that the other party breaches any of the declarations, guarantees or promises contained in this clause.

If at any time during enforcement of the Contract either party realises that the other party has breached the above guarantee, the compliant party must follow the laws and regulations of any government to which the party is subject, and follow any order or instruction that may be issued by a regulatory or

administrative body with power to require compliance. Failing such orders, instructions, laws or regulations, the compliant party may immediately terminate the Contract.

Regardless of any provision contrary to this clause, the parties will not be obliged to do anything that violates the laws and regulations of any State to which either of them is subject.

The non-compliant party will be liable for compensating the other party for any claim, including the return of any payment, loss, damage, cost or fine suffered by the other party as a result of breaching the guarantee as mentioned in this clause.

17. Personal data protection

The parties undertake to adopt the necessary measures to comply with the provisions of Regulation (EU) 679/2016 on General Data Protection (GDPR), Organic Law 3/2018, of 5 December, on Personal Data Protection and the guarantee of digital rights, and other applicable regulations, accepting liability for any breach.

The purpose of collecting and processing personal data is to manage the trade and contractual relationship stemming from this Contract, and also processing for advertising or marketing purposes. Data may be transferred by Calvo to third parties involved in maintaining, enforcing, complying with and controlling this Contract, to which the parties expressly consent in this document.

The legal basis for data processing is the enforcement of contractual documents to which the Buyer and Vendor are part.

In accordance with current regulations, the Parties guarantee that they have adopted the technical and organisational measures necessary to maintain the required level of security, according to the nature of the data processed. They will not transfer or disclose the personal data stored in their files to third parties except as provided for by the law or with the prior, written consent of the other party.

18. Applicable law and arbitration

These General Terms of sale are governed by Spanish law, including the Vienna Convention of 1980 on the sale of goods for the interpretation of these General Terms of sale.

Any dispute arising from or related to this contract, including any issue with its existence, validity, interpretation, compliance or termination, is subject to an arbitrator's decision, entrusting arbitration to the International Arbitration Centre of Madrid (CLAM), in accordance with its Bylaws and Regulation in force on the date of submitting the arbitration request. Arbitration will be based on the Law. The arbitration language will be English. The place for arbitration will be Madrid, Spain.