



## CITROFRUT

### General Terms and Conditions for Sale (“GTCS”)

#### 1. General.

1.1. **Applicable Contract Provisions.** For the purpose of this GTCS: (i) “Buyer” means any individual or entity purchasing Product, and any affiliates, subsidiaries, successors and assigns thereof; (ii) “Seller” or “Citrofrut” means Citrofrut, S.A.P.I. de C.V., or Citrofrut USA, LLC, or Via Néctare Em Bebidas e Alimentos LTDA; (iii) “Order” means any written order, purchase order, contract or any other document accepted in writing by Citrofrut for the supply of Product, which shall include description and specifications of Product, quantity, delivery terms, final purchase price and payment terms, among others particular terms; (iv) “Product” means all products and/or services to be supplied by Seller to Buyer under an Order.

1.2. These GTCS and an Order, together with any other documents, which Seller has attached or referenced hereto as part of this GTCS (the “Agreement”), are the sole and complete contract between Buyer and Seller in respect to the Product and supersede all prior oral and written understanding. Seller rejects those provisions of any previous order, offer, or other communication from Buyer, which are additional to or different from the terms hereof. Neither Seller’s delivery of the Product nor any other Seller’s action at any time shall constitute acceptance of such additional or different terms. Buyer shall be bound by all of the terms of this Agreement when Buyer accepts this Agreement by any statement, act or course of conduct which constitutes acceptance under applicable law, including failure to object in writing hereto within a reasonable time and acceptance of delivery of the Product, shall be deemed as a Buyer’s acceptance to the terms and conditions contained hereunder, and shall supersede and amend any and all conflicting terms and conditions contained in any Order.

1.3. The Product representing the subject-matter of the Agreement is restricted to such from Seller’s manufacturing, and for the avoidance of doubt, Seller will not warrantee any Product from any other source.

#### 2. Orders.

2.1. The Parties agree that all Orders are subject to Seller’s written acceptance.

#### 3. Shipment and Delivery Terms.

3.1. Shipment mode (and routing, as applicable) will be at Seller’s sole discretion unless otherwise specified in writing by Seller. Each shipment or delivery hereunder shall be construed and considered as a separate sale insofar as the Buyer’s obligation to pay for the Product under the terms of the Order, and Buyer agrees to accept and pay for each such shipment or delivery without regard to other shipments or deliveries. Seller’s failure to meet the delivery dates specified in the Order, shall not be deemed a breach. Unless otherwise agreed by Seller, all shipments shall be received by Buyer within the contract term, and as specified in the following section 5.

3.2. Product to be made available to Buyer by Seller shall be in accordance with the agreed INCOTERM 2020 (published by the International Chamber of Commerce (“ICC”)) stated in the Order.

3.3. All weights of Product shall be determined as of the points of origin.

3.4. If the shipment of Product is through Goodpack containers, Buyer shall request without any cost its collection upon arrival but no later than 180-calendar days from the invoice date, made to Goodpack container’s collection contact available by Seller’s sales executive. Buyer accepts to pay any delayed delivery penalties, including additional expenses if the

term in this Section 3.4. exceeds. Buyer provides its consent to pay Seller all invoiced amounts due to delay on delivery, included damages, repairs, or replacement containers cost due to Buyer’s negligence.

3.5. Unless otherwise agreed in the relevant quotation, proposal, Order, contract, or any other document issued, or accepted by Citrofrut, on those Product’s shipments where the Seller arranges the transportation as per the agreed Incoterm -whether freight, inland, sea, or otherwise- the Buyer shall be liable, jointly and severally, for all charges payable on account of such Buyer’s shipment, including but not limited to transportation, fuel and other applicable accessorail charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and broker’s attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Citrofrut holds the right to amend the transportation cost due to a price increase, and to pass-through Buyer, such increase, raised by, but not limited to, shortage of containers (including ISO tanks), fuel, and hydrocarbons increase, driver’s availability, increasing transportation demand, provided, that such increase or price deviation shall only apply if such costs are increased ten percent (10%) or more as firstly quoted or agreed in any ongoing or relevant Order. Buyer is permitted thirty (30) business days from the date of the invoice to dispute any increased invoiced transportation charges. If the Seller does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Seller.

#### 4. Pricing/Taxes.

4.1. Pricing shall be as set forth in an Order. Unless agreed otherwise in an Order, Pricing is based upon taxes, tariffs, duties, assessments, surcharges, and other levies existing at the time of confirmation by Seller.

4.2. A clerical error in stated prices is subject to correction at any time, including after the acceptance of an Order by Seller.

#### 5. Quantities.

5.1. Unless otherwise expressly stated in the Order, the minimum order quantity must be met for the price to apply.

#### 6. Quality Standards.

6.1. All Product purchased and delivered shall seek to meet the quality standards outlined in the Product purchase confirmation and Buyer’s specifications. In the event Product does not conform to the standard, Buyer shall notify Seller of such nonconformance as established in section 7 below; Seller shall have the right to replace the non-conforming Product with an equal quantity of Product which meets the standards set forth in the confirmation. Any dispute of the quality standards, the United States of Department of Agriculture (“USDA”) score sheet shall control to the extent that the item in dispute is covered by such score sheet.

#### 7. Inspection and Rejection.

7.1. Inspection of Product shall be made by Buyer upon arrival of the Product at Buyer’s point of delivery.

7.2. Buyer shall notify Seller in writing, if any container (bins, drums, pails) used for the packing of the Product is found to be damaged, opened or non-sealed properly, within the next twenty-four (24) hours after the arrival of the Product.

7.3. Buyer shall notify Seller in writing of any failures to conform the Product quality specification, in a period no more than fifteen (15) calendar days after the arrival of the Product, stated that, in the case of any product transported in bulk containers, the period of notification from

Buyer to Seller must be no more than twenty-four (24) hours after delivery.

7.4. All claims submitted by Buyer must include material evidence of their claim.

#### **8. Force Majeure.**

8.1. Seller shall not be liable for failure or delay due to causes beyond its control, Acts of God, or force majeure affecting the delivery of the Product. These causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of any public enemy, war, rebellion, insurrection, sabotage, terrorism, epidemic, quarantine restrictions, labor disputes, or controversies (including disputes or controversies which exist by reason of the refusal of Seller to prevent, settle, or resolve such dispute or controversy on terms unacceptable to it), plant break down, labor shortages, transportation, embargoes, or failures or delay in transportation, fuel or energy shortages, power interruption of failures, acts, rules, regulations, orders or directives of any government or political subdivision (including changes in tariffs and taxes), agency or instrumentality thereof, or the order of any court, or arbitral body of competent jurisdiction or other events. In such event, Seller may postpone or cancel delivery without liability.

#### **9. Cancellation.**

9.1. If Buyer desires to cancel or modify an Order, Buyer shall notify such request to Seller in writing. If cancellation or modification is agreed upon by Seller, Buyer agrees to pay to Seller all expenses incurred, and damage sustained by Seller on account of the cancellation or modification.

#### **10. Payment Terms and Credit.**

10.1. If in Seller's sole judgment the financial responsibility of Buyer shall become impaired or unsatisfactory to Seller, the terms of payment can be modified at the Seller's sole discretion.

10.2. Buyer is responsible for ensuring that payment is made to Seller's correct lieu of payment. For fraud avoidance purposes, Seller will never initiate payment method changes via email or telephone. In the event Seller needs to change its payee bank account information or payment method, then Seller will send Buyer a notification letter. Upon receipt of such letter and prior to changing bank account information or payment method, Buyer must contact Seller's representative to positively confirm the account change, and Buyer accepts responsibility for misdirected funds.

10.3. Should Buyer fail to pay within the agreed payment terms Seller, may at its option, defer further shipments, or without any liability terminate the contract or Order, and Buyer shall be responsible for any expenses or losses sustained by Seller because of such termination.

10.4. The standard method of payment of any Order shall be via wire transfer of funds. If Buyer is allowed to make payment via check, reception of the check by Seller must be made within the agreed payment term.

#### **11. Interest/Collections.**

11.1. Any amount not paid to Seller when due shall be subject to a late payment fee computed monthly until such unpaid amount is paid in full, at an interest rate of one-point-five percent (1.5%) per month. Buyer shall be liable for all costs of collection, including but not limited to Seller's reasonable attorney's fee, court costs and disbarments, and Seller reserves the right to (i) withhold shipment of the Product until full payment is made, and/or (ii) revoke any credit extended to Buyer.

11.2. In the event of any dispute regarding an invoice, no finance charges will apply in the event that Buyer provides written notice of the dispute prior to the due date for such payment.

#### **12. Urgent Delivery.**

12.1. Seller's price calculation is based on standard shipping charges on regular dates of shipment; additional charges for urgent or express delivery will all be billed in addition to the quoted price.

#### **13. Warranty and Limitation of Remedies.**

13.1. Seller makes no warranty with respect to the merchantability of any Product sold hereby for any particular purpose or use unless such a warranty is expressly set forth in the applicable Order.

13.2. In case of any damages, the Seller's sole liability hereunder shall not exceed either (i) replacement of any defective Product or, at the sole option of Seller, (ii) refunding to the Buyer the Purchase Price paid for such defective Product by means of a credit note.

13.3. Seller shall have no liability for indirect, incidental, consequential or special damages of any kind, these limitations are agreed allocations of risk.

#### **14. Indemnification.**

14.1. Buyer will defend, indemnify, and hold harmless Seller and its parent companies, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from, and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expenses (including reasonable attorney and professional fees and costs, and the cost of enforcing any right of indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or occurring in connection with the negligence or willful misconduct of Buyer or its employees or agents, including but not limited to; (a) any misuse or modification of the Product by Buyer or its employees or agents, or (b) the failure to store, or maintain the Product in accordance with the Seller's instructions.

#### **15. Compliance with Laws.**

15.1. Each Party shall comply with applicable laws, regulations, ordinances, and conventions and standards that relate to the contents, source of contents applicable by the laws in the matter without limitation environmental matters and applicable regulations and related in any country where the Parties do business.

#### **16. Applicable Law and Arbitration.**

16.1. This Agreement, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the laws of the State Texas, or the by the federal laws of the State of Nuevo León, México, at the sole discretion of Seller.

16.2. Any controversy or claim arising out or relating to this Agreement, or the breach thereof, shall be settled by arbitration and be carried out in the State of Texas; or in the federal courts located in the State of Nuevo León, México at the sole discretion and election of Seller, and must be held in accordance with the rules of the International Chamber of Commerce ("ICC") and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award of the Arbitrator(s) shall contain the reasons or grounds therefor. Non-applicable shall be the United Nations Convention on Contracts for the International Sale of Goods ("CISG") of 11.04.1980.



## **17. Termination.**

17.1. This Agreement shall continue in effect as hereinabove until termination agreed by the Parties.

17.2. Seller shall have the right to immediately terminate this Agreement if Buyer shall (i) become insolvent, commence or file any voluntary or involuntary proceeding or petition in bankruptcy in any court; (ii) make any assignment for the benefit of creditors; (iii) enter into any composition with its creditors; (iv) fails with any payment obligation hereunder; (v) fails with its obligation to ratify this document before notary public designated by Seller; (vi) fails to comply with any of its obligations hereunder whatsoever, or (vii) if a receiver is appointed for any of the Buyer's property.

## **18. Severability.**

18.1. If any provision of this Agreement is held to be unenforceable by final order of any court of competent jurisdiction, that provision shall be severed from this Agreement, and shall not affect the interpretation or enforceability of the remaining provisions of this Agreement.

For any Order accepted by Seller and emitted from Buyer, the latest expressly accepts and agrees to be bound to this General Terms and Conditions of Seller.