

A. APPLICABILITY FOR ALL SECTIONS

- I. The present General Terms and Conditions ("The Conditions") of The Fruit Company SAL ("The Company") exclusively apply to any present and future:
 - orders;
 - order confirmations;
 - contracts, quotations and/or (sale or purchase) transactions;
 - consignments;
 - all engagements involving The Company, to the exclusion of any terms and conditions of the Customer/Buyer/Seller/Consignee/Carrier/Insurance Company/Broker (all together "The Other Party").
- II. The applicability of the general terms and conditions of the Other Party is expressly rejected by the Company.
- III. The fact that the Other Party has received a confirmed order/offer/contract/quotation from the Company implies the irrevocable and unconditional acceptance of the current Conditions by the Other Party.
- IV. If the Other Party does not agree to these conditions, it may:
 - i. Withdraw from dealing with the Company within two (2) working days from:
 - a) Receiving a clear reference to the applicability of the Conditions in any agreement, quotation, order confirmation, offer, email, or any other written form.
 - b) Receiving a copy of the Conditions in whatever form or media such as but not limited to, email, post, link sharing or personal delivery.
 - ii. Request an amendment to one or more clauses of the same Conditions, without the ability to reject the Conditions in full, nor the ability to impose the Other Party's terms and conditions, as the Company clearly states that it will not accept any conflicting general terms and conditions from the Other Party.
 - a) If the Other Party's request was not approved in writing by the Company within one (1) working day, this request is considered rejected.
 - b) If the Other Party entered into the engagement with the Company, without receiving the said approval to the Other Party's request for amendment, this will be clearly considered as a tacit acceptance of the Conditions in full by the Other Party.
 - c) Any deviation from these Conditions is only possible by further written agreement signed and approved by the Company.
- V. At the latest 2 working days after receiving these Conditions or receiving a document with a clear reference to their applicability, these Conditions shall be regarded as accepted.
- VI. In the event of a conflict between these Conditions and the specifically agreed written provisions, such specifically agreed written provisions take priority over the contradictory clauses within these Conditions.

B. SALE AND DELIVERY

ARTICLE 1: OFFERS AND CONCLUSION OF CONTRACT

- 1.1 All offers, and quotations sent by the Company are not binding to the Company, unless The Company has expressly stipulated or confirmed the binding force of a quotation in writing.
- 1.2 Orders shall become binding to the Company only through the written or expressed confirmation by the Company (also invoice or delivery note).
- 1.3 An agreement is only realized by confirmation of the order made by the Company. The Company shall confirm all verbal order confirmations in writing. The written order confirmation is decisive and final and takes priority over any verbal agreement.
- 1.4 Weights, dimensions, capacities, ratings, price lists and any other data contained in any printed or written matter by the Company or any statements made by its representatives, shall constitute an approximate guide only and shall not be deemed as being representations, nor be binding save to the extent that they are by reference expressly included in the contract.

ARTICLE 2: PRICE

- 2.1 The price and delivery of the product shall take place according to the Inco term as referred to in the sales order. Any Inco terms referred to shall be based on the most recent version of the Inco terms as issued from time to time by the International Chamber of Commerce. Unless otherwise agreed in writing, the price is based on the Company Inco term delivery.
- 2.2 If the sales order does not refer an Inco Term, all prices quoted by the Company shall be understood EX WORKS (The Company Warehouse), excluding non-standard packaging charges, withholding tax, value-added tax, other customs duties, transport and transport insurance and other charges named by the Company.
- 2.3 The Company, not having the right to increase its profits, shall have the right to increase the stated and/or agreed prices in the event of an increase in prices of goods, raw material or parts to be obtained by third parties, wages, tax increases, freight, insurance premiums, or other cost price factors (including charges in foreign exchange) and charges (including import and transit duties).
- 2.4 The Company shall pass the costs stipulated in the introduction and/or increase of import duties, VAT and other taxes and levies on the product, the requisite raw and/or ancillary materials, the delivery or any other increase of costs occurring after the conclusion of the agreement on to the Customer in full.
- 2.5 Without prejudice to other terms in specific agreements, the Company, reserves at its sole discretion the right to request security or suitable guarantees from the Customer to ensure the due payments and to vary the terms or method of payment before continuing with or delivering products in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer.

If the Customer refuses to abide by this, the Company reserves the right to cancel the whole order or a part thereof without prior warning, even if all or part of the goods have already been dispatched. In such a case, the Customer shall be prohibited from receiving the dispatched goods or he shall have to return the Goods to the Company based on its request, and the Company may dispose of the said goods at its own discrepancy, including but not limited to sell those goods to any other customer.

ARTICLE 3: PAYMENT

- 3.1 Every payment must be effected within the term indicated on the invoice, net and cash by the customer, and without having entitlement to any discount not explicitly agreed upon nor the application of a set-off. Payment is only effected when the Company can dispose of the money.
- 3.2 Unless agreed otherwise, the prices are net prices ex works plus the VAT applicable on the day of delivery excluding packaging, freight, transport and insurance. Stamps and engraving shall be charged at self-cost price.
- 3.3 If no time period is indicated on the invoice, the Customer is obliged to pay the purchase price, in full without any deduction whatsoever, within thirty (30) calendar days after the invoice date.
- 3.4 If the payment period is exceeded, the Company is entitled, subject to the assertion of higher default damages, without a reminder to demand default interest of 12 % of the invoiced amount over the currently valid base rate. In addition, by the mere expiration of the due date, a penalty equals to the actual damage suffered by the Company shall be paid by the Customer or, without proof of damage, 10% of the due amount with a minimum of 500,00 EUR, and shall be payable by the Customer, automatically and without notice of default.
- 3.5 As long as previous deliveries have not been paid in full, the Company is entitled, if there is reason to do so in its sole discretion, to require cash payment or payment in advance, and to suspend further delivery. The customer is at all times obliged to provide all security deemed necessary by the Company for the payment of Customer's debts to the Company upon its first request.
- 3.6 The acceptance of cheques, bills or comparable means of payment shall take place only for the sake of payment. In this case, the incidental charges shall be borne by the customer.
- 3.7 The Company reserves the right to use payments to settle the oldest invoice items and/or the default interest and costs apportioned to these in the following order: costs, interest, main demand.
- 3.8 If, after the conclusion of contract, the Company gains knowledge of facts concerning a significant deterioration in the Customer's financial circumstances which according to its best judgment is suited to endanger its claim to counter performance, the Company can demand an appropriate security (warranty) within a reasonable period up to the point of time of payment or advance payments or payment on counter performance. The Company is also entitled to revoke the payment period granted. If the Customer does not meet the Company's justified demand or does not meet within the allotted time period, the Company can claim for contract conclusion, or demand damages instead of payment.
- 3.9 The drawing and/or acceptance of bills of exchange or other negotiable documents does not imply any renewal of debt and does not represent any cease for these terms and conditions of sale.
- 3.10 Failure to pay the full price for goods sold on the due date can lead to the sale being dissolved by law without prior notification of default, and without prejudice to the rights of the Company to compensation and interest.

ARTICLE 4: DELIVERY AND TRANSFER OF RISK

- 4.1 All delivery time periods are estimations. Delivery periods are non-binding in as long as nothing else has been expressly agreed on. Partial deliveries are permitted. In the case of agreement on a fixed delivery date, the Customer shall, in the case of delay on the part of the Company, set a period of grace of at least four weeks.
- 4.2 Exceeding the delivery time, for whatever reason, does not entitle the Customer to dissolve the agreement, to stop performance of any obligation to the Company entered into or to any damages, unless the Customer proves intent or gross negligence on the part of the Company.
- 4.3 The Company reserves the right to deliver the goods at different times.
- 4.4 If non-observance of the period is caused by force majeure – no matter whether it has occurred in Company's works or at one of the preliminary suppliers – this includes in particular official actions, operational disturbances, labor unrest, delays in the delivery of significant raw or auxiliary materials – or to similar events, e.g. strike or lock-out, the period shall be extended reasonably. If, through the above-mentioned events, the delivery or the service becomes impossible, the Company shall be released from its duty to deliver without the Customer being in a position to claim damages. If the Customer is no longer interested in performance due to the delay, he can withdraw from the contract after setting a reasonable period further to the end of the force majeure event. If the above-mentioned hindrances arise with the Customer, the same legal consequences shall apply also for his acceptance duty if he informs the Company in writing within a reasonable time before carrying out the order. The contract partners are obliged to notify the other party without delay of any hindrances of the aforementioned type.
- 4.5 If the Customer does not accept the goods, the Company is entitled to withdraw from the contract or to claim for damages instead of performance. In the latter case, the Company is entitled to demand either replacement for the actual damage or, without proof of damage, 25% of the purchase price. The Customer expressly retains the right to prove that the Company was only subject to less damage or none at all.

- 4.6 The economic risk shall also be transferred to the Customer for Ex Works (The Company Warehouse), even if it was agreed that the Company would provide additional services, either paid in advance or inclusive in the price of the products, from loading on trucks to shipping to unloading at destination.
- 4.7 The Customer shall, at its own responsibility, risk and cost carry on directly or through a middle person or entity, an inspection of the products at the Company's warehouses, even if it was agreed that the Company would provide transportation to another location, as long as there was no written agreement on another Inco Term than Ex Works (The Company Warehouse).
- 4.8 The Customer is responsible to ascertain whether the goods supplied are in accordance with the stipulations of the agreement, i.e.:
 - a) whether the right goods have been delivered;
 - b) whether the goods delivered meet the quality requirements which may be set for normal use and/or for trade purposes including export;
 - c) whether the quantity of the goods delivered (number, weight) is in conformity with the agreed quantity. If the difference between the short delivery and the agreed quantity is less than 10% of the total quantity, the Customer shall be obliged to fully accept the goods delivered, in which case the price shall be reduced proportionately.
- 4.9 If the Customer intends to lodge a complaint, he shall notify the Company thereof as soon as possible after the failure is detected or after he could reasonably have detected the failure, but in any case not later than 8 hours after inspection or 8 hours after delivery (when loading on trucks inside Company's warehouse). If this notification was an oral one it must be confirmed to the Company in writing (telex, fax, letter, writ). Unless agreed otherwise in writing, the Place of Delivery shall always be considered the Company's warehouses.
- 4.10 For any delays in shipping for which the Customer is responsible, the risk shall already be transferred on notification of readiness for shipping.
- 4.11 Shipping shall take place Ex Works (the Company's warehouse) for the account and at the risk of the Customer. The Company is not liable for damage or losses during shipping. As far as nothing else has been agreed on, the Company shall select the shipping and packaging in accordance with its dutiful discretion. The Company does not assume any obligation for insurance. On written demand by the Customer, the goods shall be insured against transport risk and other damage.

ARTICLE 5: RETENTION OF TITLE

- 5.1 The Company retains full rights of ownership to all goods delivered up to the settlement of all claims due to the Company from the present and future business relation with the Customer, and until the latter has settled full and final payment and has performed all of his obligations towards the Company, regarding the relevant, previous and subsequent similar deliveries, related to additional work performed or to be performed by the Company, and related to the claims of the Company, against the Customer due to a default of the Customer in his performance of the obligations towards it ("Reserved Goods"). The Customer bears the risk of loss starting from the moment of the goods' delivery. The down payments made are retained by the Company to compensate for possible losses on resale. The Customer is obliged to show these terms and conditions of sale to any public official that might levy attachment on the products that have not been fully paid for in favor of third parties.
- 5.2 The Customer is entitled to resell the Reserved Goods within the course of customary business. However, he shall assign the Company all receivables amounting to the total invoice sum of Company claim which result from resale on his purchasers or third persons independently of whether the reserved goods have been resold without or after further processing. The Customer is entitled to collect these receivables even after assignment. Company's authority to collect Company's claim itself is not affected by this. Company undertakes, however, not to collect the claim as long as the Customer correctly meets his payment obligations. If, however, the latter prerequisite is not met, Company can demand that the Customer reports the assigned receivables and their debtors to Company, and provides all information necessary for collection, hands over the necessary documents and notifies the assignment to the debtors (third parties).
- 5.3 Any processing or conversion or reshaping of the Reserved Goods shall be regarded as performed on Company's behalf, but with no obligations on the latter.
- 5.4 If goods owned by the Company are processed by the Customer with other objects, the Company shall acquire co-ownership in the new item in the ratio of the current market value of its goods to the other processed object at the accurate time of processing.
- 5.5 If a third party gains access to, or hold on, goods shipped with retention of title, notably in the case of pledging, the Customer shall clearly indicate to such third party that these goods are the Company's property, delivering prompt notice thereof, in order to enable the Company to enforce its own property rights. Where such third party is unable to refund Company's costs in connection with necessary court or out-of-court proceedings, the Customer shall be held liable therefore.
- 5.6 All products held by the Customer which originate from the Company are always deemed to be those listed on the outstanding invoices, at least to the extent that the quantity of the products held by the Customer does not exceed the quantities listed on the outstanding invoices as regards type and composition.
- 5.7 The Company is at all times authorized to retrieve said products during business hours without prior warning, if a situation occurs as described in Article 10.1. The customer now grants authority to the Company, to that end, including the right to enter the location where the products are stored and to withdraw the products.

ARTICLE 6: INSPECTION AND COMPLAINTS

6.1 The Customer is obligated to adequately inspect the goods delivered upon receipt in Company's warehouses, and in any event prior to treatment or processing. Such inspection shall include:

- whether the correct goods have been delivered;
- whether the goods delivered meet the quality requirements which may be set for normal use and/or for trade purposes including export;
- whether the quantity of the goods delivered (number, weight) is in conformity with the agreed quantity. If the difference between the short delivery and the agreed quantity is less than 10% of the total quantity, the Customer shall be obliged to fully accept the goods delivered, in which case the price shall be reduced proportionately.

It is solely the Customer's duty to inspect the Products or cause the Products to be inspected for any Defects, immediately after delivery.

6.2 Complaints must be immediately reported on accompanying documents within 24 hours of inspection / delivery. Complaints will not be dealt with if the documents have been signed without further indication. Complaints with regard to defects not visible upon delivery must be reported clearly in writing 24 hours after discovery but no later than 3 working days after delivery / inspection.

After expiry of this term, the Customer shall be deemed to accept the quality of the delivered Products and to have waived all rights and remedies available to him by virtue of the law and/or the Agreement and these Conditions.

The Company deals with complaints provided that they have been made within the minimum shelf life and that the product has been stored under the prescribed manner mentioned in the company's website.

Complaints submitted after the terms referred to above will not be dealt with. Complaints will be only dealt with if the product's nature and/or composition have not been changed after delivery, the products have not been damaged in part or in full and have not been repacked or used. In any event, complaints are only dealt with if the product is retained for the Company, in accordance with instructions given by the Company, or returned. Complaints are not dealt with if they pertain to the utilization of the product delivered for the purpose for which the Customer wishes to use it, unless the utilization has been guaranteed by the Company, by written agreement. A complaint as referred to in the preceding paragraph shall not suspend the Customer's obligation to pay.

6.3 Complaints can never be founded on minor deviations and/or deviations that are customary in the line of business. The only basis for a complaint is a deviation from the Specification as approved by the Company.

6.4 In the event that in the Company's opinion, the Customer has made the Complaint with valid and good reason, the Company shall be required only to supply the missing Product(s), to repair or replace the delivered Products, or to refund (part of) the purchase price, at the Company's discretion.

6.5 In the event of resale by the Customer to third parties, the Company is only bound in respect of the Customer, since warranty claims are not assignable to third parties without Company's written consent.

6.6 Samples count as type samples without any obligation. Results of analysis are only approximate, as are the maximum and minimum limits.

ARTICLE 7: RETURN CONSIGNMENTS

7.1 Return consignments are only permitted if Company has explicitly agreed to that in advance in writing or if such return consignments are performed by, or at the instruction of the Company.

7.2 Unless agreed otherwise in writing, return consignments are effected for the account and risk of the Customer. If Company deems the complaint to be justified, it shall reimburse the Customer for the costs of the return consignment.

ARTICLE 8: LIABILITY OF THE COMPANY

8.1 Except in case of force majeure, the liability of the Company is at all times limited to loss/or damage to goods directly resulting from the Company and to a maximum limit equal to the amount already paid by the Customer.

8.2 The Customer shall indemnify the Company against claims of third parties to compensate damage for which Company is not or could not be liable towards the Customer on the basis of the provision stipulated in the previous paragraphs of this Article.

8.3 Unless stated otherwise herein, all claims for indirect or consequential losses or damages are excluded, as far as this adheres to applicable law. In particular, Company shall not be liable for any damages that are not proven to be directly caused by the product or the execution of the service itself, in particular no liability for lost profits or other economic losses to the Customer shall be assumed by the Company.

ARTICLE 9: LIABILITY OF THE CUSTOMER

9.1 If the Customer fails to fulfill its obligations set out in these Conditions or in the agreement (or fails to fulfill them on time), the Company shall have the right to suspend further delivery. In that case the Customer shall be in default.

9.2 The Company shall then be entitled to dissolve the agreement without any court intervention by means of a written declaration, and the Customer shall be liable for any loss or damage sustained by the Company including loss of profits, other financial losses, product damage, costs and interest, transport costs, commission, legal and non-legal expenses, as well as all other costs directly or indirectly relating to the purchase.

9.3 All non-legal expenses incurred by the Company in case of late or inadequate fulfillment by the Customer shall be entirely on the account of the Customer. The non-legal expenses incurred by the Company shall amount to 15% of the total sum the Customer owes the Company, up to an amount not exceeding € 4000 for collection measures in Belgium and € 8000 for collection measures outside Belgium, with a minimum of € 150.

ARTICLE 10: TERMINATION

10.1 Without prejudice to its entitlement to performance and/or damages, the Company shall be authorized, without any compensation being owed to the Customer, to terminate the agreement with the Customer in full or in part immediately by means of a written notice of termination sent to the Customer (including by email), without a prior notice of default and without judicial intervention and/or to claim damages, retrieve the goods already delivered and unpaid for, and in the case of partial dissolution, to suspend the delivery to the Customer, in one of the following events:

- if the Customer is in breach in any respect of its obligations' performance,
- if the Customer ceases operations, applies for suspension of payments,
- if suspension of payments is requested with regard to the Customer,
- if the Customer is granted suspension of payments,
- if the Customer applies for bankruptcy,
- if bankruptcy is applied for with regard to the Customer,
- if the Customer declared bankrupt,
- if the Customer offers a settlement to its creditors or if other similar circumstances occur,
- if the Customer became insolvent.
- if there is at any time any material change in the management, ownership or control of the Customer which the Company reasonably considers being detrimental to the continuance of the relationship between the Parties,
- if a law, a regulation or a decision are issued or the Customer enters in a voluntary agreement making the agreement with the Company illegal or substantially, depriving the Company of any of its rights, entitlements or benefits under the Agreement or these terms and conditions.

10.2 In the case of termination of the agreement on the basis of one or more of the grounds listed in the previous paragraph, every claim which Company has against the Customer shall become immediately due and payable.

10.3 Termination or expiry of the agreement will not relieve either party of any liability it may have to the other, arising out of or related to acts or omissions prior to such termination or expiration.

C. PURCHASE / SUPPLYING

ARTICLE 1: APPLICABILITY

1.1 A purchase order is an offer by the Company, being a buyer, for the purchase of the goods or services specified in the purchase order from the party to whom it is addressed ("Supplier") in accordance with and subject to these Conditions (the Conditions together with the terms of the purchase order referred to as the "Order").

1.2 This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to Company's purchase order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof.

1.3 Supplier's acceptance is expressly limited to the terms of this Order.

1.4 These Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Order.

1.5 If this Order has been issued by the Company in response to an offer made by the Supplier, the terms of which are additional to or different from any of the provisions hereof, then the issuance of this Order by the Company is subject to the express condition that Supplier assent that this Order constitutes the entire agreement between Company and Supplier with respect to the subject matter hereof and thereof.

ARTICLE 2: ACCEPTANCE

2.1 Supplier's written acceptance or commencement of performance of this Order shall constitute acceptance. If Supplier does not accept this Order in writing within two (2) working days of Supplier's receipt of this Order or from receiving a document referring to the Conditions, this Order will be deemed accepted by Supplier.

2.2 The Company may withdraw this Order at any time before acceptance.

ARTICLE 3: DELIVERY DATE

3.1 Supplier shall deliver the goods in compliance with the ordered quantities or perform the services, each on the date(s) specified in this Order or as otherwise agreed in writing by the parties ("Delivery Date").

3.2 Timely delivery of the goods or services is of the essence.

3.3 If Supplier fails to deliver the goods or perform the services in full on the Delivery Date, the Company may terminate this Order immediately by means of a written notice of termination to the Supplier (including by email) and Supplier shall indemnify the Company against any losses, claims, damages, and reasonable costs and expenses attributable to Supplier's failure to deliver the goods or perform the services on the Delivery Date.

3.4 Alternatively, if Supplier fails to meet the Delivery Date, the Company, without limiting its other rights or remedies, may direct expedited routing; any excess costs incurred thereby shall be debited to Supplier's account. The Company may return any goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such goods on the Delivery Date.

ARTICLE 4: DELIVERY LOCATION

4.1 All goods shall be delivered to the address specified in the Order ("Delivery Location") or as otherwise instructed by Company.

ARTICLE 5: SHIPPING

5.1 Delivery shall be sent at the address stated on the face of the Order, but if not so stated, then delivery of goods shall be DDP Delivery Location (Inco terms 2020).

5.2 Supplier shall give written notice of shipment to the Company when the goods are delivered to a commercial carrier.

5.3 Supplier shall provide the Company with all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods to Company promptly after Supplier delivers the goods to the transportation carrier.

5.4 The Order number must appear on all shipping documents, shipping labels, air waybill/BL, invoices, correspondence and any other document pertaining to this Order. Quantity of goods delivered shall not exceed 10% over or under the quantity ordered by Company unless otherwise noted on the face of the Purchase Order.

ARTICLE 6: TITLE / RISK OF LOSS

6.1 Title passes to the Company upon delivery of the goods to the Delivery Location. Supplier bears all risk of loss or damage to the goods until their Delivery to the Location.

ARTICLE 7: PACKAGING

7.1 Goods must be packed for shipment according to Company's instructions or, if none, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Goods shall be marked and labeled by the Supplier in compliance with all EU applicable laws, standards and regulations, for export.

7.2 Supplier must provide the Company with a prior written notice if it requires the Company to return any packaging material. Any return of packaging material shall be at Supplier's expense.

ARTICLE 8: NON-CONFORMING GOODS

8.1 Supplier shall, prior to delivery, provide at its own expense a quality report of an independent specialist surveyor proving that the quality of the goods matches the requirements of the Company and that they are in conformity with EU standards and suitable for re-export for long destinations.

8.2 The Company may inspect all or a sample of the goods on or after the Delivery Date.

8.3 The Company may reject all or any portion of the goods if it determines they are non-conforming or defective.

8.4 If the Company rejects any portion of the goods, the Company may, upon written notice to Supplier:

- rescind this Order in its entirety;
- accept the goods at a reasonably reduced price;
- reject the goods and require replacement thereof.

8.5 If the Company requires replacement of the goods, Supplier shall, at its expense, promptly replace the non-conforming goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective goods and delivery of Goods' replacement.

8.6 If Supplier fails to timely deliver Goods' replacement, the Company may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Order for default.

8.7 Any inspection or other action performed by the Company hereunder will not reduce or otherwise affect Supplier's obligations under this Order.

8.8 The Company may conduct further inspections after Supplier has carried out its remedial actions.

8.9 If the Supplier identifies non-conforming goods prior to or following shipment to the Company, Supplier shall notify the Company immediately. The Company will evaluate the non-conformance and determine appropriate disposition.

ARTICLE 9: PRICE

9.1 The price of the goods or services is the price stated in the Order.

9.2 If no price is included in the Order, the price shall be the price set out in Supplier's published price list in force as of the date of the Order.

9.3 Unless otherwise specified in this Order, the price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes.

9.4 No increase in the price is effective, whether due to increased material price, labor or transportation costs or otherwise, without Company's prior written consent.

ARTICLE 10: MOST FAVORED CUSTOMER

10.1 Supplier warrants that the price for the goods or services is the lowest price charged by Supplier to any of its customers for similar volumes of similar goods or services. If Supplier charges any other customer a lower price during one (1) month post or prior to the Order, Supplier must apply that price to all goods or services under this Order. If Supplier fails to meet the application of the lower price, the Company, at its option, may terminate this Order for default.

ARTICLE 11: PAYMENT TERMS

11.1 Supplier shall issue an invoice to the Company on or after the delivery date and only in accordance with these Conditions.

11.2 Except as otherwise set forth on the face of the Order, the Company shall pay all properly invoiced amounts due to Supplier NET ninety (90) days after Company's receipt of such invoice, except for any amounts disputed by the Company in good faith.

11.3 All payments hereunder will be in Euro and made by company check or as may otherwise be agreed between the Company and Supplier.

11.4 In the event of a payment dispute, the Company shall deliver a written notice to Supplier reasonably describing each disputed item.

11.5 The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under this Order notwithstanding any such dispute.

ARTICLE 12: CHANGES BY COMPANY

12.1 The Company may, based on valid reasons, in writing, make changes within the general scope of the Order, in any one or more of the following:

- (a) applicable drawings, designs or specifications;
- (b) method of shipment or packing;
- (c) place or timing of delivery;
- (d) materials, methods or manner of production;
- (e) quantity

12.2 If any such change causes an increase or decrease in the cost or the time required for performance of this Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Order shall be modified accordingly. Any claim by Supplier for adjustment hereunder must be asserted within five (5) days from Supplier's receipt of the change notice, but such period may be extended upon Company's written approval. However, nothing in this clause will refrain Supplier from proceeding with this Order as changed or modified.

ARTICLE 13: CHANGES MADE BY SUPPLIER

13.1 Supplier shall notify the Company sixty (60) days in advance of obsolescence or discontinuation of any materials, processes or products. Changes made by Supplier to the goods, manufacturing processes, location of manufacturing facility, sub-suppliers and raw materials or construction thereof, will not be made without prior written approval from the Company.

ARTICLE 14: SET-OFF

14.1 Without prejudice to any other right or remedy it may have, the Company reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by the Company to Supplier.

ARTICLE 15: WARRANTIES

15.1 Supplier warrants to the Company that all goods or services will conform to applicable specifications, drawings, designs, samples and other requirements specified by Company, and will be merchantable and ready for export for long and far destination by sea transport; free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended; merchantable; and free and clear of all liens, security interests or other encumbrances.

15.2 Goods and services provided hereunder will not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services by the Company. These warranties are cumulative and in addition to any other warranty provided by law or equity and shall survive acceptance of any payment for the goods ordered or services provided hereunder.

15.3 Any applicable statute of limitations runs from the date of Company's discovery of the non-compliance of the Goods or services with the foregoing warranties.

15.4 If the Company gives Supplier notice of non-compliance, Supplier shall, at its own expense, promptly replace or repair the defective or non-conforming goods or services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming goods or services to Supplier and then for the delivery of repaired or replacement goods or services to the Company.

ARTICLE 16: TERMINATION FOR DEFAULT

16.1 In addition to any remedies that may be provided under these Conditions, the Company may terminate the Order with immediate effect upon written notice to Supplier, either before or after the acceptance of the goods or services, if Supplier has not performed or complied with any of these Conditions, in whole or in part, if Supplier fails to make progress so as to endanger performance of the Order as reasonably determined by the Company, or if Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16.2 If the Company terminates this Order pursuant hereto, Supplier's sole and exclusive remedy is the payment for the goods or services received and accepted by the Company prior to termination.

ARTICLE 17: TERMINATION FOR CONVENIENCE

17.1 The Company may at any time cancel in whole or in part, the undelivered portion of the goods or services by written notice to Supplier, who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of the Order except as may be necessary to preserve and protect the work and materials then in process.

17.2 Supplier shall use its best efforts to cancel and terminate all the existing orders placed by Supplier which are chargeable to the cancelled portion of this Order.

17.3 In the event of such termination and if Supplier is not in default hereunder, the Company shall pay Supplier, in addition to the price for all conforming goods and services previously delivered to and accepted by the Company in accordance with the terms of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Supplier in connection with the cancelled portion of this Order, which payment(s) shall be in full settlement of all claims by Supplier arising out of such cancellation, provided that Supplier delivers to the Company all goods, services and raw materials paid for by the Company.

ARTICLE 18: INDEMNITY

18.1 Supplier shall defend, indemnify and hold harmless the Company and Company's parent and sister companies and their subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Company's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the goods purchased or services received from Supplier or Supplier's negligence, willful misconduct or breach of these Conditions.

18.2 Supplier shall not enter into any settlement without Company's or Indemnitees' prior written consent.

ARTICLE 19: SUBCONTRACTORS

19.1 If Supplier uses subcontractors for any part of the manufacture of the goods or performance of the services hereunder, Supplier shall be responsible and liable for all acts or omissions of its subcontractors.

19.2 Supplier must obtain prior written authorization from the Company to use subcontractors for any activity relating to the goods or services provided hereunder occurring on Company's premises.

19.3 These Conditions shall be applicable to all subcontractors, and Supplier is responsible for enforcement.

19.4 Supplier will maintain a contractor management program to ensure that subcontractors comply with the safety requirements of these Conditions and the Order.

19.5 The Supplier is responsible to flow down to its sub-suppliers all applicable Company requirements, including regulatory requirements where required.

ARTICLE 20: RECORD RETENTION, INSPECTION AND AUDIT RIGHTS

20.1 Supplier shall maintain complete books and records, including inspection records, with respect to all goods and services, which records shall be in English and available to Company during performance of this Order and until the latest of four years after final payment; final resolution of any dispute involving the goods or services delivered hereunder; or the latest time required by applicable law or regulation.

20.2 Supplier shall at any time, and after reasonable notice by the Company:

- a) grant to the Company, Company's customers and/or to any applicable regulatory authority, unrestricted access to (or if Company so requests, provide to the Company copies of) such books and records, wherever such books and records may be located (including third-party repositories), and
- b) provide the Company, Company's customers and/or any such authority the right to access, and to perform any type of inspection, test, audit or investigation at Supplier's premises, including manufacturing and test locations, for the purpose of enabling the Company to verify compliance with the requirements of this Order or for any other purpose indicated by Company's customers or said authority in certification, manufacture, use and/or in connection with the design, development or support of the goods or services. Supplier and its subcontractors shall furnish all reasonable facilities and assistance for the safe performance of the inspection, test, audit and/or investigation.

D. CONSIGNMENT

ARTICLE 1: APPLICABILITY / ACCEPTANCE

1.1 The Conditions of Sale and Delivery mentioned above in section B of the present Conditions shall be applied to Consignment, in all what does not contradict the terms of the current section D.

1.2 A consignment agreement is a contract in which the Company grants to the other party ("the Consignee") the exclusive right to display and sell the Consigned Items according to these Conditions and to the Agreement between the parties (the Conditions together with the terms of consignment agreement referred to as the "Consignment").

1.3 This Consignment, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to Company's consignment of goods, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof.

1.4 Consignee's acceptance is expressly limited to the terms of this Consignment.

1.5 These Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Consignee's general terms and conditions of sale or any other document issued by Consignee in connection with this Consignment.

1.6 If this Consignment has been issued by the Company in response to an offer made by the Consignee, the terms of which are additional to or different from any of the provisions hereof, then the issuance of this Consignment by the Company is subject to the express condition which Consignee assent that this Consignment constitutes the entire agreement between Company and Consignee with respect to the subject matter hereof and thereof.

1.7 Consignee's written acceptance or commencement of performance of this Consignment shall constitute acceptance. If Consignee does not accept this Consignment in writing within two working days of Consignee's receipt of this Consignment or from receiving a document referring to the Conditions, this Consignment will be deemed accepted by Consignee.

1.8 The Company may withdraw this Consignment any time before acceptance.

ARTICLE 2: PRICE OF SALE

2.1 Being the owner of the Consigned Items, The Company reserves the right to precise their Price of Sale at its sole discretion and may change it from time to time, as long as the Consignee did not actually sell the Consigned Items. In the latter case, the Consignee shall abide to the latest Price of Sale shared to him by the Company in whatever form or media such as but not limited to email or WhatsApp conversation.

2.2 The Consignee may only sell at the Price of Sale or above.

2.3 Selling below the Price of Sale shall never occur without the prior written consent by Company.

2.4 In the event the Consignee sells the Consigned Items for less than the Price of Sale, the Company shall be entitled to the same payment the Company would receive as its share of the Sale Price under this Consignment, had the Consigned Items been sold for the Price of Sale.

2.5 In the event the Consignee sells the Consigned Items for a higher price than the Price of Sale, the Company shall be entitled to receive its percentage of the additional amount, taking into consideration the Consignment fee belonging to the Consignee.

ARTICLE 3: CONSIGNMENT FEE

3.1 With reserves related to Article 2.4 above, The Consignee shall be entitled to a percentage of 5% of the full purchase price of the Consigned Items.

ARTICLE 4: DELIVERING SALE PRICE

4.1 Within four (4) working days from the sale of the Consigned Items, the Consignee shall deliver to the Company the sale price of the Consigned Items after deduction of the Consignment Fee.

4.2 Unless agreed otherwise in writing prior to the sale, and if the Consignee sold the Consigned Items by installments, Company shall be entitled to the same payment it would receive as its share of the sale price under this Consignment, had the Consigned Items been sold in Cash and in one settlement.

ARTICLE 5: INSURANCE

5.1 The Consignee represents and warrants that he shall maintain insurance coverage sufficient to compensate the Company for the Consigned Items Price of Sale in the event of damage due to fire, theft, or otherwise.

5.2 If the Consignee fails to fulfill its obligations set out in Article 5.1 above and/or the insurance company chosen by the Consignee fails to compensate the Company for the Consigned Items Price of Sale, the Consignee shall be liable for immediate compensation to the Company, and the latter shall be immediately entitled to the same payment the Company would receive as its share of the Price of Sale under this Consignment, had the Consigned Items been sold in Cash.

ARTICLE 6: LOCATION OF CONSIGNED ITEMS

6.1 The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at its own warehouses, unless otherwise agreed upon by the Company in writing.

ARTICLE 7: COMPANY REPRESENTATION

7.1 The Company represents and warrants that it holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

ARTICLE 8: EXPENSES

8.1 The Consignee shall bear all expenses for shipping the Consigned Items.

ARTICLE 9: STORAGE CONDITIONS

9.1 The Consignee shall strictly abide by the storage conditions prescribed in the Consignment, and any other oral or verbal instructions transmitted by the Company.

ARTICLE 10: TIMEFRAME

10.1 If the Consigned Items are not sold by the maximum date of sale of 10 days, all unsold Items shall be returned to the Company with all delivery costs borne by the Consignee.

10.2 If the Consignee failed to respect Storage Conditions, or if it fails to sell during the ten (10) days timeframe, it shall be considered as the buyer of the Consigned Items for the Price of Sale, and the Company shall be entitled to the same payment it would receive as its share of the sale price under this Consignment in case the Consigned Items had been sold in full and in Cash.

ARTICLE 11: DELIVERY AND TRANSFER OF RISK

11.1 All delivery time periods are estimations. Delivery periods are non-binding in as much as nothing else has been expressly agreed on. Part deliveries are permitted. In the case of agreement on a fixed delivery date, the Consignee shall, in the case of delay on the part of the Company, set a period of grace of at least four (4) weeks.

11.2 Exceeding the delivery time, for whatever reason, does not entitle the Consignee to dissolve the Agreement, to stop performance of any obligation to the Company entered into or to any damages, unless the Consignee proves intent or gross negligence on the part of the Company.

11.3 The Company reserves the right to deliver the goods at different times.

11.4 If non-observance of the period is caused by force majeure – no matter whether it has occurred in Company's works or at one of the preliminary suppliers – this includes in particular official actions, operational disturbances, labor unrest, delays in the delivery of significant raw or auxiliary materials – or to similar events, e.g. strike or lock-out, the period shall be extended reasonably. If, through the above-mentioned events, the delivery or the service becomes impossible, the Company shall be released from its duty to deliver without the Consignee being in a position to claim for damages. If the Consignee is no longer interested in performance due to the delay, it can withdraw from the contract after setting a reasonable period after the force majeure event is ended. If the above-mentioned hindrances arise with the Consignee, the same legal consequences shall apply also for his acceptance duty if he informs the Company in writing in good time before carrying out the order. The contract partners are obliged to notify the other party without delay of any hindrances of the aforementioned type.

- 11.5 If the Consignee does not accept the goods and decide to return them, the Company is entitled to withdraw from the Agreement or to claim for damages instead of performance. In the latter case, the Company is entitled to demand either replacement of the actual damage or, without proof of damage, 25% of the Price of Sale. The Consignee expressly retains the right to prove that the Company was only subject to less damage or none at all.
- 11.6 The risk shall also be transferred to the Consignee as from the date of delivery of the goods.
- 11.7 The Consignee shall at its own responsibility, risk and cost carry on directly or through a middle person on entity an inspection of the products at the Company's warehouses, even if it was agreed that the Company will provide transportation to another location, as long as there was no written agreement on another Inco Term than Ex Works (The Company Warehouse).
- 11.8 The Consignee is responsible to ascertain if the goods supplied are in accordance with the stipulations of the Consignment, i.e.:
- If the correct goods have been delivered;
 - If the goods delivered meet the quality requirements which may be set for normal use and/or for trade purposes including export;
 - If the quantity of the goods delivered (number, weight) is in conformity with the agreed quantity. If the difference between the short delivery and the agreed quantity is less than 10% of the total quantity, the Consignee shall be obliged to fully accept the goods delivered, in which case the price shall be reduced proportionately.
- 11.9 If the Consignee intends to lodge a complaint, he shall notify the Company thereof as soon as possible after the failure is detected or after he could reasonably have detected the failure, but in any case not later than eight (8) hours after inspection or eight (8) hours after delivery (when loading on trucks inside Company's warehouse). If this notification was an oral one it must be confirmed to the Company in writing (telex, fax, letter, writ).
- 11.10 For any delays in shipping of which the Consignee is responsible, the risk shall directly be transferred on notification of readiness for shipping.
- 11.11 Shipping shall take place ex works or store for account and at the risk of the Consignee. Company is not liable for damages or losses during shipping. As far as nothing else has been agreed, Company shall select the shipping and packaging in accordance with its dutiful discretion. Company does not assume any obligation for insurance. On written demand by the Consignee, the goods shall be insured against transport and other damage.

E. SHIPPING / CARRIER

ARTICLE 1: APPLICABILITY / ACCEPTANCE

- 1.1 A shipping agreement is a contract in which the Company appoints a carrier ("**the Carrier**") to ship Goods to a consignee, receiver of the Goods, any person owning or entitled to the possession of the Goods or of the bill of lading and anyone acting on behalf of any such Person.
- 1.2 The appointment letter of the Carrier, the bill of lading, and these Conditions together with any documents incorporated herein by reference (altogether referred to as "**The Shipping Agreement**"), constitutes the sole and entire agreement of the parties with respect to Company's appointment of the Carrier to ship the Goods, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof.
- 1.3 Carrier's acceptance is expressly limited to the terms of The Shipping Agreement.
- 1.4 These Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Carrier's general terms and conditions or any other document issued by Carrier in connection with this Shipping Agreement.
- 1.5 If this Shipping Agreement has been issued by the Company in response to an offer made by the Carrier, the terms of which are additional to or different from any of the provisions hereof, then the issuance of this Shipping Agreement by the Company / Carrier is subject to the express condition that Carrier assent that this Shipping Agreement constitutes the entire agreement between Company and Carrier with respect to the subject matter hereof and thereof.
- 1.6 Carrier's written acceptance or commencement of performance of this Shipping Agreement shall constitute acceptance. If Carrier does not accept this Shipping Agreement in writing within two working days of Carrier's receipt of this Shipping Agreement or from receiving a document referring to the Conditions, this Shipping Agreement will be deemed accepted by the Carrier.
- 1.7 The Company may withdraw this Shipping Agreement at any time before acceptance.

ARTICLE 2: CARRIER'S TARIFF

- 2.1 The terms and conditions of the Carrier are not applicable to this Shipping Agreement.
- 2.2 The tariff of the Carrier is the price stated in the Shipping Agreement.
- 2.3 If no tariff is included in the Shipping Agreement, the tariff shall be the lowest tariff among the ones set out in Carrier's published price list in force as of the date of the shipping, and between the last tariff charged by the Carrier to the previous shipment made for the Company.
- 2.4 No increase in the tariff is effective, whether due to increased material, labor or transportation costs or otherwise, without Company's prior written consent.

ARTICLE 3: MOST FAVORED CUSTOMER

- 3.1 Carrier warrants that the tariff for the goods shipped is the lowest tariff charged by it to any of its customers for shipping similar volumes of similar goods. If Carrier charges any other customer a lower price during six (6) months post and prior the Shipping Agreement, Carrier must apply that same price to all goods shipped under this Shipping Agreement. If Carrier fails to meet the lowest price, the Company, at its option, may terminate this Shipping Agreement for default by means of a written notice of termination sent to the Carrier.

ARTICLE 4: REMITTANCE AND ACCEPTANCE OF THE BILL OF LADING

- 4.1 By accepting the Bill of Lading issued by the Carrier, the Company does not agree to be bound by any provision, exception, terms and conditions of the Carrier, even if shown on the face and back of the Bill of Lading, whether written, typed, stamped or printed.
- 4.2 Carrier agrees that these Conditions supersede the Bill of Lading and any previous engagements between the Company and the Carrier, its agents, Sub-Contractors, employees, captains or Vessels and acknowledges that the said Conditions supersede its own general terms and conditions and/or all similar documents.
- ##### ARTICLE 5: CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT
- 5.1 When loss or damage has occurred between the time of loading of the Goods by the Carrier, or any Underlying Carrier, at the Port of Loading and the time of discharge by the Carrier, or any Underlying Carrier, at the Port of Discharge, the responsibility of the Carrier shall be equal to the total sum of effective damage and lost profit.
- 5.2 The Carrier shall be liable for loss or damage in connection with the Goods, howsoever occurring, if such loss or damage arises post to loading onto or prior to the discharge from the Vessel carrying the Goods.
- 5.3 If for whatsoever reason, such as but not limited to the occurrence of a Force Majeure event or accident or collision with another vessel or act of war, Carrier shall always be liable for loss or damage occurring during the Carriage for a limit of 15 Euro per kilo of the Goods lost or damaged.
- 5.4 The Carrier, in whatsoever situation, shall not act as Company's agent and shall be always liable for any loss or damage to the Goods or any direct, indirect or consequential loss arising out or resulting from such act, operation, or service.
- 5.5 When any claims are paid by the Carrier to the Company, the Carrier shall be automatically subrogated to all rights of the Company against any other third party, including Underlying Carriers and Sub-Contractors, on account of such payment.

ARTICLE 6: NOTICE OF CLAIM AND TIME FOR SUIT

- 6.1 Unless notice of loss or damage to the Goods specifying or describing the exact nature of such loss or damage is given in writing to the Carrier at the Port of Discharge or Place of Delivery before or during Fifteen (15) working days from the time of delivery of the Goods or, if the loss or damage is not apparent, within Two (2) months after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. In any event the Carrier and its Sub-Contractors shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within Two (2) years after delivery of the Goods or the date when the Goods should have been delivered.

ARTICLE 7: LIABILITY PROVISIONS

- 7.1 The basis of compensation by the Carrier shall be equal to the value of the Goods so damaged or lost (including insurance, custom fees, taxes, Freight and retail value). The value of the Goods shall be determined by reference to the commercial invoice or the custom declaration.
- 7.2 The Carrier shall also be responsible for indirect damage, loss of profit or consequential damage.
- 7.3 Where compensation is payable, the Carrier is not entitled to make a set-off or to deduct therefrom any sum then due or which at any time thereafter may become due to the Carrier by the Company under the Bill of Lading or under any agreement or contract between the Carrier and the Company.
- 7.4 The Carrier also does not have the right to settle any compensation payable to the Company by way of a credit note.
- 7.5 The Carrier undertakes that the Goods shall arrive at the Port of Discharge or Place of Delivery at the particular time specified in the Shipping Agreement and will be liable for direct, indirect or consequential loss or damage caused by delay.

ARTICLE 8: METHODS AND ROUTES OF CARRIAGE

- 8.1 The Carrier may not, without the prior written notice of the Company, use other means of Carriage whatsoever, nor to transfer the Goods from a conveyance to another, including but not limited to transshipping or carrying them on another Vessel than that named in the Shipping Agreement.
- 8.2 The Carrier may never unpack and remove the Goods which have been packed into a Container.
- 8.3 The Carrier may not unload the Goods at any place or port else than the Port of Loading or Port of Discharge and store the Goods at any such place or port without prior written notice of the Company.

ARTICLE 9: NOTIFICATION AND DELIVERY

- 9.1 Any mention herein of parties to be notified of the arrival of the Goods is not just solely for information of the Carrier, but this date is set to be respected and to be binding for the Carrier. Failure to give such notification or to abide by the agreed date of arrival shall lead to the Carrier's liability for any direct or indirect damage, loss of profit or consequential damage.
- 9.2 The Consignee, receiver of the Goods, or any person owning or entitled to the possession of the Goods or of the bill of lading and anyone acting on behalf of any such Person (with exception to the Company) (altogether referred to as "**The Merchant**") shall take delivery of the Goods within the time provided by the Carrier.
- 9.3 If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and / or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier, but never by the Company.

- 9.4 If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge or the delivery of the Goods, any costs, expenses or liability so resulting shall be on its full account, and the Company shall not have any liability whatsoever in this regard.
- 9.5 If the Merchant fails to take delivery of the Goods, the Carrier may, without prejudice to any other rights it may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to Carrier from the Merchant in respect of this Bill of Lading.

ARTICLE 10: CLAIMS

- 10.1 Any claim made by the Carrier to primage, dead freight, pre-Carriage and/or inland Carriage whatsoever, demurrage, Container demurrage and storage charges, detention charges, salvage, general average contributions and all other charges and expenses whatsoever (with exception for the tariff) which are for the account of the Goods or of the Merchant, and all costs and expenses incurred by the Carrier due to a failure caused by the Merchant, shall be only demanded and received by the Merchant and never by the Company.

ARTICLE 11: PERISHABLE GOODS

- 11.1 Since the Goods of the Company are of a perishable nature, they shall not be carried in ordinary Containers, and Carrier shall take special protection, services or other measures even if it was not stated in the Shipping Agreement.
- 11.2 Goods shall always be refrigerated, heated, electrically ventilated based on Company's request.
- 11.3 The Carrier shall maintain the required temperature settings and keep records of temperature during the transit and shall provide these records directly to the Company, once requested.
- 11.4 The Carrier shall be responsible for the consequences of cargo presented at a higher or lower temperature than that required for the transportation.
- 11.5 If the above requirements are not fulfilled by the Carrier, it shall be liable for any loss or damage to the Goods howsoever arising.

ARTICLE 12: SHIPPER'S RESPONSIBILITY

- 12.1 The Company shall only and solely be liable for paying the agreed tariff with the Carrier, without any further costs from whatsoever kind.
- 12.2 All of the Persons defined as Merchant above shall be jointly and severally liable to the Carrier for the due fulfillment of any other obligation beside paying the agreed tariff. Such liability shall include but not be limited to court costs, expenses and attorney's fees incurred in collecting charges and sums due to the Carrier.

F. CARGO INSURANCE

ARTICLE 1: APPLICABILITY

- 1.1 A Cargo Insurance Agreement is a contract in which the Company appoints an Insurance Company ("**the Insurer**") to provide coverage for the Company's goods for voyages by ocean vessels and/or trucks and/or by air.
- 1.2 The appointment of the Insurer, the Insurance Policy, and these Conditions together with any documents incorporated herein by reference (altogether referred to as "**The Insurance**"), constitutes the sole and entire agreement of the parties with respect to Company's appointment of the Insurer to provide the coverage, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof.
- 1.3 Insurer's acceptance is expressly limited to the terms of The Insurance.
- 1.4 These Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Insurer's general terms and conditions or any other document issued by Insurer in connection with this Insurance, such as but not limited to the insurance policy.
- 1.5 Insurer's written acceptance or commencement of performance shall constitute acceptance of these Conditions. If Insurer does not refuse these Conditions in writing within two (2) working days from Insurer's receipt of a document referring to these Conditions, the Conditions will be deemed accepted by the Insurer and will constitute an integral part of any arrangement with the Insurer, having the priority in application over any other conditions contained in any of the Insurer's documents.
- 1.6 Subject to the following stipulations, the Insurance applies to goods and objects during their transit whether the Company was the shipper or was the consignee of the Goods, and during any intermediate storage before arrival to final destination, as specified in the Cargo Insurance Agreement between the Company and the Insurer.

ARTICLE 2: TIME AND PLACE OF COVER

- 2.1 This Insurance commences when insured goods and objects leave the place of shipment.
- 2.2 This Insurance terminates on the arrival after unloading of the insured goods and objects in the consignee's warehouse or in any other final warehouse or final location at the named destination as specified in the Cargo Insurance Agreement between the Company and the Insurer.
- 2.3 This Insurance shall remain in force without any interruption or limitation in time during the course of the transit. The word "Transit" shall mean, wherever it is used in this Section F, the period of time in which the goods are transported, from unloading out of the warehouses of the shipper to the unloading in the warehouses of the consignee, and it includes all the means of the voyage whether by ocean vessels and/or trucks and/or by air or other means.
- However, in so far as the goods and objects are still in the normal course of transit and have not yet reached the final warehouse or final location such as specified in the Cargo Insurance Agreement between the Company and the Insurer, the Insurance shall remain in force during:
- (60) days after discharge of goods and objects from seagoing vessel at final port of discharge,
 - (30) days after unloading of goods and objects from the aircraft at the final airport of discharge.

- 2.4 Any extension of the coverage beyond the aforementioned periods must be requested from the Insurer in writing, either at the time of acceptance of the risk or before the expiry of the above-mentioned periods of sixty (60) or thirty (30) days.
- 2.5 Notwithstanding, any change of the intended voyage, route or means of conveyance, including intermediate storage, transshipment and re-forwarding, occurring beyond the Company's control, the Insurance shall remain in force without any adjustment of the premium.
- 2.6 The insurance shall also remain in force, subject to an adjustment of the premium to be agreed between the Company and the Insurer when any one of the changes as mentioned in article 2.5 above occurs as a consequence of an act caused by the Company.

ARTICLE 3: INSURANCE CONDITIONS

- 3.1 Unless clearly otherwise agreed between the Company and the Insurer in writing, the Insurance shall always be deemed concluded as All Risks.
- 3.2 Whenever and wherever the Insurance is made as All Risks or is deemed to be concluded as All Risks as per article 3.1 above, the Insurer shall indemnify all physical damage and/or losses, howsoever caused, however, without derogating to the stipulations of article 3.3 below.
- 3.3 The term All Risk shall also include - without limitation - the events of shipwreck, fire, stranding, collision, discharge as a consequence of forced entry into a port of distress, cases of abandonment, as well as the consequence of jettison, washing overboard and breakage due to shifting of the cargo, and damages or losses caused by human or machine errors, machinery breakdown, cooling problems such as but not limited to temperature deviation or interruption or instability, malfunction of the reefer container, non adjustment of temperature prior or during the voyage or any other event from whatsoever kind, with exception of the exclusions stated in article 3.5 below.

3.4 Unless otherwise agreed between the Company and the Insurer in writing, the goods and objects shall remain covered at the same Conditions (All Risk) when those goods and objects were loaded in containers carried either on or under deck.

3.5 Unless agreed otherwise between Company and Insurer in writing, Insurance shall not cover:

- damage, losses and/or expenses, directly or indirectly, wholly, or partly caused by or arising from the risks of radioactive contamination;
- damage, losses and/or expenses caused by seizure, confiscation and any other occurrence which is the consequence of contraband, prohibited or clandestine commerce;
- damage, losses and/or expenses caused by inherent vice of the insured goods and objects, or faulty packaging of the insured goods and objects, carried out by the Company before inception of the voyage;
- damage, losses and/or expenses directly or indirectly, wholly or partly caused by war accidents and perils, strike, riot, civil commotion, lock-out or disorder arising from labor disputes, terrorism or any action based on a political motive.

3.6 The Insurer will also indemnify those expenses which are reasonably incurred by the Company in order to avert and/or mitigate covered physical damage and/or losses.

3.7 If the peril is not insured for being one of the events mentioned in article 3.5 above or for any other reason whatsoever such as for being excluded in the insurance policy, the Insurer shall settle to the Company the proportion of 85% of the damages, losses and/or expenses occurred, and the Insurer shall then have the right and authority to pursue the negligent party who caused the damages, losses and/or expenses, to demand that negligent party to indemnify the Insurer for the total damages, losses and/or expenses occurred.
In this case, the Insurer shall solely benefit from the extra 15% collected.

ARTICLE 4: ABANDONMENT

4.1 Abandonment extends exclusively to the goods and objects which are the subject-matter of the insurance and the risk.

4.2 Without derogation to the stipulations of article 3.5 of these Conditions, abandonment can be notified in the following cases:

- capture of the goods by pirates;
- physical damage and/or losses of at least 50% of the value, if caused by a peril insured against, irrespective of the means of conveyance and place of storage;
- absence of news for a period of fifteen (15) days after reception of the last message from the vessel or inland navigation craft or when same are considered missing by a competent authority. The above-mentioned period of fifteen (15) days is reduced to three (3) days for means of conveyance other than ocean-going vessels and inland navigation craft.

4.3 Once abandonment is notified to the Insurer, the Insurer will become the owner of the abandoned goods and objects, and will have all rights and obligations towards those goods and products being the owner, and shall indemnify the Company for the total value of the insured goods and objects and totally settle to the Company their declared value.

ARTICLE 5: COST OF CLEANING, REMOVAL, DESTRUCTION

5.1 The Insurer shall take for their account the costs of cleaning, removal and destruction of debris if same have been incurred following the implementation of a measure taken or ordered by a competent authority, or reasonably incurred by the Company, considering the circumstances, and only in so far as such costs are the consequence of a covered peril.

5.2 In case of settlement by way of total loss subsequent to the abandonment in accordance with article 4.3, the aforementioned costs are automatically reimbursed up to 25 % of the settlement in total loss. This limitation shall not apply to actually incurred costs up to an amount not exceeding € 50,000.

ARTICLE 6: SETTLEMENT OF CLAIMS

6.1 Any indemnity due by the Insurer is paid immediately to the Company, after proper substantiation, to the bearer of the original policy.

6.2 When insured goods and objects are sold or declared unfit subsequently to a covered peril elsewhere than at destination, the Insurer shall pay the difference between the insured value and the net proceeds of the sale to the Company, after deduction of any freight and expenses which are not due.

6.3 The settlement of the damage and/or losses at destination shall be effected on the basis of the value of the insured goods and objects before customs clearance, unless the assessment of the damage occurred after payment of all duties. The share of damage and/or losses thus calculated shall be indemnified in proportion to the insured value.

6.4 When the insured goods and objects are sold at destination with the consent of all parties involved, the net proceeds of the sale will serve as basis to determine the percentage of depreciation suffered by the insured goods and objects in relation to their sound value on the day and at the place of the sale. This percentage shall be applied to the insured value.

6.5 The Company has the option to calculate the physical damage and/or losses or the abandonment separately per ship, barge or any other means of conveyance, per storage location, per bill of lading, per category of goods and objects or per agreed series.

6.6 Unless otherwise agreed between the Company and the Insurer in writing, the series are formed at the Company's option by the sequence of marks, numbers or other distinctive signs, or according to the order of discharge.

6.7 Claims shall be presented by the Company to the Insurer no later than thirty (30) days after the occurrence of the event covered by the Insurance.

6.8 Claims shall be settled by the Insurer immediately and no later than thirty (30) days from the date of filing the claim by the Company.

6.9 Insurer shall be discharged from liability in respect of loss or damage of the Goods and objects, unless suit is brought within (2) years after occurrence of an event covered by the Insurance.

ARTICLE 7: OTHER STIPULATIONS

7.1 The Insurance is concluded for the account of the Company, which always has the right to transfer its rights to any other party, without the need of prior or post approval of the Insurer.

7.2 The aggravations of risk arising from contracts of carriage and/or affreightment are accepted by the Insurer.

7.3 Any disputes between the Company and the Insurer shall be settled exclusively in Lebanon by the competent court in Beirut, which shall be exclusively competent.

G. GENERAL TERMS FOR ALL SECTIONS

ARTICLE 1: FORCE MAJEURE

1.1 Unless specified otherwise in each related Section above, Force majeure entitles the Company, after having notified the Other Party in writing, to suspend or to postpone performance, without the Other Party being entitled to damages.

1.2 Force majeure includes (i) every event that cannot be attributed to the Company, as a result of which performance of an obligation cannot reasonably be required of the Company, or (ii) disruptions or interruptions of operations of any nature whatsoever, regardless of the cause, delayed or late delivery by one or more suppliers, impediments to transport of any nature whatsoever, as a result of which the transport to the Company, and/or from the Company, to the Other Party is hampered or impeded, and force majeure events also includes the events of insufficient harvest, bad harvest, strikes, fire, rail strikes and defective means of transport.

1.3 Insufficient harvest or bad harvest means the partial or full failure of the raw material and ancillary materials required by the Company, as a result of which the Company cannot dispose of the raw material and ancillary materials required and cannot do so in good time or can only do so under conditions objectionable to the Company.

1.4 If delivery is delayed more than two (2) weeks as a result of force majeure, both Other Party and Company shall be authorized to dissolve the agreement with respect to article 4.4 of Section B.

ARTICLE 2: SEVERABILITY

2.1 In the event that parts of the present Conditions are found to be invalid in whole or in part, the remaining parts of the Conditions shall nevertheless remain in full effect. Any invalid provision shall be replaced by the valid provisions that best meet the economic intentions of the invalid provision. The present Conditions represent the full contract between the parties and supersedes any other document.

ARTICLE 3: CONFIDENTIALITY

3.1 The Other Party agrees to treat as secret and confidential and not to, at any time for any reason, during and after termination of the agreement, disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Company's documented methodologies, technology, or other know-how, business plans or finances or any such information relating to a subsidiary, contractor, customer or client of the Company where the information was received during the period of the Agreement ("Confidential Information").

3.2 Other Party shall procure that itself and its respective employees, subsidiaries and affiliates shall keep strictly confidential and not to disclose to any third party at any time the contents of the Agreement and its existence and the relationship between them or any of their subsidiaries or affiliates, and all information relating to their respective businesses and/or collected during the execution of the Agreement.

3.3 The Other Party agrees to use Company's Confidential Information solely after having obtained its written approval and to exercise no less than the same degree of care which is exercised to preserve the confidentiality of its own Confidential Information and shall keep strictly confidential all workings and results derived from the relationship between the Parties.

3.4 The Other Party also agrees:

- to limit the disclosure of Company's Confidential Information in its organization to those of its employees to whom such disclosure is necessary to fulfill its obligations to the Company;
- to ensure that such employees are made aware of and abide by the obligations set out in the Agreement and these Conditions in respect of Company's Confidential Information.

3.5 Upon termination of the Agreement for whatever reason, the Other Party shall promptly return to the Company or destroy (at Company's sole discretion) any and all materials that incorporate any of Company's Confidential Information and all copies thereof.

3.6 If the Customer shall consider it necessary to use the services of a third party supplier for the provision of the Agreement, the Other Party shall obtain Company's written approval and, if approved, the Other Party shall ensure that any such third party and its employees are bound by the obligations of confidentiality as set out in these terms and conditions.

3.7 With regards to use of the internet, the Other Party agrees not to upload or even mention on any social media or network whatsoever any of the Confidential Information.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

4.1 Intellectual property rights of the Company shall at all times remain property of the Company.

4.2 The Other Party acknowledges that any worldwide copyright and any other intellectual property rights in materials supplied by Company to the Other Party or developed by any party during the execution of the Agreement in whichever media or format in which they are supplied are and shall remain the property of the Company.

4.3 The Other Party shall only use Company's trademarks and/or brand names in accordance with Company's requirements and as laid down by the Company in writing from time to time.

ARTICLE 5: NON SOLICITATION

5.1 The Other Party agrees that, during the term of its business with the Company and for two (2) years after the termination of such business for whatsoever reason, the Other Party will not permit itself and its affiliates, without the prior written consent of the Company (which may be withheld in its sole discretion), individually or on behalf of any other person or entity, directly or indirectly to:

- solicit, induce, encourage or otherwise knowingly cause, (or attempt to do any of the foregoing) any other customer, client, supplier, service provider, consignee, insurer, broker or carrier to the Company which was known by the Other Party through its business with the Company (all together referred to as "The Covered Party"), to cease its business with the Company, or to reduce the amount of business with the Company, or otherwise alter such business relationship;
- interfere with or disrupt (or attempt to interfere with or disrupt) the contractual relationship between any Covered Party and the Company;
- divert any business for the Company with any Covered Party to itself or to any other third parties;
- solicit for business, provide services to, engage in or do business with any Covered Party for products or services that are part of the Company's business;
- interfere with or disrupt (or attempt to interfere with or disrupt), any person that was a vendor, supplier, distributor, agent or other service provider of a Covered Party at the time of such interference or disruption, for a purpose competitive with to the business of the Company;
- engage in any form – including but not limited to buy, sell, consign, provide Goods or Services - whether directly or indirectly (through intermediaries or otherwise) - with manufacturers or consignors or suppliers or clients or customers of the Products supplied by the Company to the Other Party and vice versa.

5.2 The Other Party acknowledges and agrees that any breach of its obligations hereunder may allow it or third parties to unfairly compete with the Company, causing an irreparable harm to the Company, and therefore, that upon any such breach or any threat thereof, the Company shall be entitled to appropriate equitable or injunctive relief in addition to whatever remedies it might have at law and be indemnified by the Other Party for any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of the Other Party's obligations hereunder. The maximum aggregate liability is equivalent to the actual value of damage or loss, and/or loss of profits caused by the Other Party's breach, and shall be no less than EUR 20,000 without proof of damage.

ARTICLE 6: GENERAL TERMS

6.1 These Conditions, in addition to the Agreement, set out the entire agreement of the Parties and supersede all previous oral and written agreements, understandings, or commitments of any type concluded between them.

No amendments, modification or change in the terms and conditions and in the Agreement may be made without the express written agreement of the Parties.

6.2 Neither party shall be entitled to assign any of its rights or obligations under the Agreement or these Terms and conditions without the prior written consent of the other with the exception of Company's right to assign its rights or obligations to any of its affiliates or any company within its group.

6.3 If any provisions of these Conditions or the Agreement are or shall become in conflict with any local laws or regulations of any governmental entity or body, these provisions shall be automatically deleted, and the remaining provisions shall remain in full force and effect. The invalid provisions shall be replaced by the Parties in writing with new valid clauses.

- 6.4 The failure of either Party at any time to require performance by the other of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof by the other be held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 6.5 Nothing in any agreement or in the Conditions shall create or deem to create relationship of employer and employee between Company and the Other Party.
- 6.6 Any notices to be served on either of the parties by the other shall be sent by registered postor, by fax, to the other party at the addresses and fax numbers set out on the first page of the Agreement. The addresses and fax numbers can be changed subject to notification to the other Party. Notices shall be deemed to have been received by the addressee within five working days of posting or twelve hours if sent by fax to the correct fax number of the addressee or by email.

ARTICLE 7: DISPUTES AND APPLICABLE LAW

- 7.1 Any contractual relations between the Other Party and Company including these Conditions, are governed by Lebanese law (without application of the conflict of law rules thereof). The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention of 11 April 1980) does not apply to the Agreement.
- 7.2 All disputes between the Other Party and Company shall be adjudicated by the competent court in the Beirut (Lebanon), which shall be exclusively competent.
- 7.3 Each party irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.