



GENERAL TERMS AND CONDITIONS OF SALE

General Terms and Conditions of Sale Andrea Fruit Company SA DE CV having its registered office in Hector Hernandez # 5638 int 401, Colonia Paseos del Sol, Zapopan, México.

1. Applicability

1.1. Only the following terms and conditions are applicable to all offers and/or agreements and all the ensuing commitments under which Andrea Fruit Company SA DE CV hereafter also referred to as: “the Seller”) sells and supplies to the other party (hereafter referred to as: “the Buyer”).

1.2. Departures from these General Terms and Conditions are only valid if and in so far as they have been explicitly agreed upon in writing. The Seller hereby explicitly rejects the applicability of any General Terms and Conditions or Specific Terms and Conditions of Purchase employed by the Buyer.

2. Conclusion of Agreements

2.1. All offers made by the Seller are entirely free of obligation.

2.2. The Seller reserves the right to revoke an offer it has made within two (2) working days after its acceptance.

2.3. The Buyer’s acceptance of an offer made by the Seller can only take place by means of a written notice by an authorised person.

2.4. If, upon acceptance, the offer made by the Seller is departed from, the Seller will regard this acceptance as an invitation to make a new offer. In that case, the Seller will make a new offer in writing, to which articles 2.1 and 2.2 apply.

2.5. Moreover, an agreement is not concluded until an order has been accepted by the Seller. The Seller has the right to refuse orders or assignments without stating any reason therefore or to only accept them on condition that the delivery is made COD or after payment in advance.

3. Prices

3.1. Prices stated or agreed upon apply to delivery ex warehouse and are exclusive of handling and postage, exclusive of loading and unloading and exclusive of sales taxes.

3.2. In the case of notification of levies or extraordinary taxes after the agreement has been concluded, as well as in the case of alterations of these levies or taxes in so far as applicable during the conclusion of the agreement, the Seller has the right to raise the agreed price accordingly and to invoice the Buyer for the price increase, even if the price increase was foreseeable at the time the agreement was entered into.

4. Delivery

- 4.1.** Unless expressly agreed otherwise, delivery will take place ex warehouse where the sold items are stored.
- 4.2.** From the moment the contract of sale is concluded, the sold items are at the Buyer's disposal and at the Buyer's expense and risk.
- 4.3.** If it has been agreed upon that delivery to the Buyer will be ex warehouse, the Buyer must provide transport.
- 4.4.** If, in the case of 4.1, the Seller is requested by the Buyer to provide transport, the Seller will do so only on behalf of the Buyer and at the Buyer's own expense and risk. The Seller precludes every liability for all the instructions it gives in relation to transport. If the Buyer has not given any special instructions for the type of transport, the Seller is completely free to choose.
- 4.5.** If it has been agreed that deliveries are to be made to the Buyer carriage paid, the Seller will provide transport. In this case, delivery of the items will be made to the address agreed upon with the Buyer.
- 4.6.** Also in the case referred to in 4.5, the goods sold by the Seller are entirely at the Buyer's expense and risk from the moment that the sales agreement is concluded.
- 4.7.** It is the Buyer's responsibility to provide transport insurance. This is never included in the transport costs.
- 4.8.** If the Seller must complete any customs formalities or similar activities on behalf of the Buyer, related to the fulfilment of the sales agreement, these activities will be undertaken at the Buyer's expense and risk.
- 4.9.** The Buyer guarantees the Seller that it has the required permits for the import or transit of the items it has purchased, and the Buyer indemnifies the Seller against all claims (including product liability claims), demands, third- party taxes and fines from third parties, including any national or international governments or any European institution.

5. Date of Delivery

- 5.1.** The date of delivery stated by the Seller is free of obligation and never to be considered a deadline.
- 5.2.** The Seller is never in default by the mere lapsing of the agreed delivery date, yet a written notice of default is always required.
- 5.3.** Exceeding a delivery date never entitles the Buyer to any compensation, annulment of the agreement or any other legal action against the Seller. This does not apply in case of gross negligence or willful intent on the part of the Seller or its managers, nor if the delivery date is exceeded by more than four weeks. In that event, the Buyer will be entitled to annul the agreement, however without being entitled to claim any compensation.

6. Non-Receipt of Goods

- 6.1.** If delivery ex warehouse has been agreed upon, the Buyer must arrange for receipt of the goods by a transporter - designated by the Buyer or on the Buyer's behalf - as soon as possible after the agreement has been concluded and at least within 48 hours.

6.2. If the Buyer does not take delivery of the Seller's goods, for any reason whatsoever beyond the control of the Seller, it is nevertheless obliged to effect payment in accordance with the payment terms agreed upon, as if it had received the delivered goods.

6.3. If the Buyer does not take delivery of the Seller's goods, the Seller is entitled to store them at a location of its choice, at the Buyer's expense and risk.

6.4. The Seller is not obliged to compensate the Buyer for any damage or loss – for example, but not exclusively, as a result of deterioration in quality or weight – incurred as a result of non-acceptance of delivery.