

GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS

1. Definitions and Rules of Interpretation.

1.1. For the purposes of these **General Conditions**, the terms in bold with initial capital letters should be interpreted according to the following definitions:

- a) "**Cargill**" means the entity identified in the **Order** as the buyer.
 - b) "**General Conditions**" means these **General Conditions** for the supply of **Products**, which set out the rights and obligations between **Cargill** and the **Seller**, under the terms of the **Order**.
 - c) "**Products**" means, individually or collectively, all equipment, goods, machinery, or other assets which are the subject of the **Order** and supplied by the **Seller** to **Cargill**.
 - d) "**Order**" means the purchase order issued by **Cargill**, which contains the specific requirements for the supply of **Products**.
 - e) "**Party**" means **Cargill** or the **Seller**, as appropriate.
 - f) "**Parties**" means **Cargill** and the **Seller** whenever they are collectively referred to.
 - g) "**Seller**" means any natural person or legal entity listed in the **Order** as **Seller**, and therefore responsible for supplying the **Products** under the terms specified in the **Order**.
- 1.2. In case of discrepancy or conflict between the provisions of these **General Conditions** and those set out in the **Order**; or between these **General Conditions** and any communication, or any other documents previously exchanged between the **Parties** and which directly or indirectly refer to the **Order**, the provisions of these **General Conditions** shall prevail. In case of discrepancy or conflict between the provisions of the **Order** and any communication exchanged between the **Parties** and which directly or indirectly refer to the **Order**, the provisions of the **Order** shall prevail.

2. Scope and Application.

- 2.1. These **General Conditions** set out the rights and obligations between **Cargill** and the **Seller** for the supply of **Products** by the **Seller** to **Cargill** in accordance with the **Order**. The **Order** and these **General Conditions** collectively constitute the mutual obligations between the **Seller** and **Cargill**.
- 2.2. In compliance with the provisions of clause 1.b., the terms and conditions set forth in these **General Conditions** are complementary to the terms and conditions set forth in the **Order** and in any other contract between the **Parties** (hereinafter the "**Agreement**") and shall be considered integral and inseparable part of the **Order**, as if they were written therein. In case of conflict or discrepancy between the terms and conditions provided in the **Agreement** and these **General Conditions**, the provisions of the **Agreement** shall prevail.
- 2.3. The terms and conditions set forth in these **General Conditions** and the terms and conditions set forth in the **Order** shall be binding upon the **Parties** and generate effects of irrevocable and intractable character after the occurrence of any of the following situations, without order of preference:
- a) Upon **Seller** response to **Cargill** indicating its intent to supply the **Products** to **Cargill**; or
 - b) Upon acceptance of the **Order**, whether written, verbal or by any electronic form; or
 - c) Upon signing of the **Order** or these **General Conditions** by the **Seller**; or
 - d) Upon acceptance by the **Seller** of these **General Conditions** and the **Order** on the website for suppliers of **Products** to **Cargill**; or
 - e) When the **Seller** starts to supply the **Products** or to enforce compliance with any obligation related to the **Order** and these **General Conditions**.
- 2.4. In addition to the forms of presentation, delivery and acceptance of these **General Conditions** set out in Clause 2.3 above, they can also be found on the website of **Cargill**, at the following address: <http://www.cargill.com.ve/es/proveedores/terminos-y-condiciones-generales/index.jsp>.

3. Effect.

The **Order** and these **General Conditions** shall be effective from the date of occurrence of one of the circumstances described in the clause 2.3 above, remaining in force until the date specified in the **Order** or until full compliance with the **Order**, whichever comes last, while respecting the other provisions of these **General Conditions**.

4. General Obligations of the Seller.

4.1. The **Seller** must:

- a) Comply with all conditions and obligations set forth in the **Order** and all the terms and conditions set forth in these **General Conditions**;
- b) Supply the **Products** in accordance with the specifications and/or descriptions provided in the **Order**, including but not limited to brand names, quantity and/or packaging etc.;
- c) Supply the **Products** in the timeframes set forth in the **Order**.
- d) Comply with the guidelines established by **Cargill** for its suppliers, which will be properly informed to the **Seller**.
- e) Never employ children or adolescents without authorization to work (underage) or slave, or similar conditions, to fulfill the obligations under the **Order** and these **General Conditions**, in this manufacture, purchase and/or delivery of **Products**;
- f) Abide with all applicable laws. In particular, but not limited to: food, environmental, tax, customs, exchange, antitrust or competition, regulatory pricing, labor, occupational health and/or social security legislation in the exercise of your activities;
- g) Perform its activities according to the legislation, regulations, rules, resolutions and/or provisions issued by public authorities, exempting **Cargill** from any liability by virtue of breach or non-compliance thereof;
- h) Mention the reference number of the **Order** in all documents relating to such **Order** and these **General Conditions**, including, but not limited to: tax invoices, proforma invoices, waybills, confirmations of shipment/dispatch, bills of lading, receipts, duplicates, correspondence etc.;
- i) Identify or label all packages, containers or other packaging materials containing all or part of the **Products**, with the invoice number and accompanying **Order** (unless otherwise provided in the **Order**);
- j) Pack, box, wrap or register **Products** with suitable material according to the type of **Product** sold or as stated in the **Order**.
- k) Provide with the **Products** all documents, manuals, certificates and instructions necessary for **Cargill** to use the **Products**;
- l) Provide with the **Products** all required documentation for the international transport thereof, duly stamped and approved in all customs posts in all countries where the **Products** have transited, if any;
- m) Ensure the **Products** are received by **Cargill** in accordance with the specifications and/or conditions set out in the **Order**, and the **Products** must be at all times eligible for full use and/or to be intended for its specific purpose;
- n) Maintain valid and effective and comply with all the requirements and conditions of all licenses, permits and authorizations necessary for the fulfillment of its obligations under the **Order** and these **General Conditions**;
- o) Contract insurance on **Products** with first-class, reputable and knowledgeable insurance companies which cover risks of theft, social unrest, riots, fire, storms, earthquakes, floods or other acts of God and force majeure events. The **Seller** must, in all cases, ensure the transport of the **Products** for a minimum amount of coverage equal to the value of the sale price of the **Products**. The **Seller** must also submit to **Cargill**, upon request and within two (2) working days, the corresponding policy, except where otherwise stated different in the **Order**.
- p) Never breach, in the performance of its activities and complying with the **Order** and these **General Conditions**, any intellectual property or any other right from third-parties.
- q) Compensate **Cargill** for any damage and/or injury arising from any breach of its obligations on the basis of these **General Conditions** and the **Order**;

5. Taxes.

All taxes, levies and special contributions levied on the supply of **Products** and these **General Conditions** shall be borne by the taxpayer or person responsible, under the terms of tax legislation to the date and location of the relevant turnover.

6. Ethics and Anti-corruption Expectations.

- 6.1. The **Seller** is aware that the Foreign Corrupt Practices Act outside USA (The "**FCPA**") against bribery and anti-corruption laws of other jurisdictions (along with the FCPA, the "**Anti-Corruption Laws**") prohibit, under threat of severe penalties, any payment, offer, promise to pay or authorization of payment or offer of money or anything of value, directly or indirectly through third parties, to any Governmental Authority (as defined below), political party, official of a political party or any candidate for public office, with the intent to influence them in their official capacity, or induce them to use their influence to help any person to obtain or retain business and/or obtain undue advantages.
- 6.2. The **Seller**, in fulfilling its obligations under the terms of these **General Conditions** and/or the **Order**, shall not violate the FCPA or any other applicable Anti-Corruption Law, neither shall pay, offer, promise to pay or authorize to pay or offer money or anything of value, directly or indirectly:
- a) To any Governmental Authority (as defined below); or
 - b) To any political party, official of a political party or any candidate for public office;
- With the intent of obtaining or retaining business or any improper advantage for **Cargill**.
- 6.3. No part of the funds paid by **Cargill** to the **Seller** shall be used for any purpose that violates the FCPA, the anti-bribery laws in effect or any other law applicable to the **Seller** for the **Products** purchased by **Cargill**.
- 6.4. At the date of these **General Conditions** and/or **Order**, none of the shareholders, partners, employees, directors, officers, or officials of the **Seller** is a Governmental Authority (as defined below), an official of a political party or candidate for a public office. During the term of these **General Conditions** and the **Order**, the **Seller** agrees to notify **Cargill** in writing if one or more of its shareholders, partners, administrators, directors, officers, managers or employees is appointed as a Governmental Authority (as defined below), an official of a political party or candidate for a public office.
- 6.4.1. Governmental authority is defined as any official of the public administration, centralized or decentralized, in any of its political-territorial entities or branches of public power, public international organization, or any department or agency thereof, or an enterprise wholly or partly owned or controlled by the public administration, including any person acting as an official on behalf of such entities ("**Governmental Authority**").
- 6.5. The **Seller** acknowledges and agrees, in its entirety, with irrevocable and irreversible nature, the Supplier Code of Conduct of **Cargill**, attached as **Annex I** to these **General Conditions**, and agrees to act with commercial responsibility, integrity and transparency, fully respecting the provisions therein.

7. Responsibility, Delivery and Product Warranty.

7.1. The **Seller** is the sole responsible and agrees to (i) deliver the **Products** in strict accordance with the conditions, specifications and descriptions of the **Order** and these **General Conditions**, free of charges of any kind, conventional, judicial or legal, and (ii) make the **Products** available to **Cargill** to be used for the purposes for which they are intended.

7.1.1. In the event that the **Products**, in whole or in part, are not delivered in accordance with the conditions, specifications and descriptions of the **Order** and these **General Conditions**, are not fully eligible to be used for the intended purpose and/or are not free of charges of any kind, **Cargill** will automatically have the right (but not the obligation), to:

- a) Terminate the existing business relationship under these **General Conditions** and/or the **Order**, in which case the provisions of Chapter 10 of these **General Conditions** shall apply; or
- b) Reject the **Products** delivered in nonconformity conditions, specifications and descriptions, in which case the provisions of clause 7.1.2 below shall apply.
- c) Require the **Seller** to pay outstanding charges or to pay the burdens chargeable to the **Seller** and receive reimbursement by the **Seller** within five (5) days following the payment.

7.1.2. As provided in paragraph (b) of clause 7.1.1 above, the **Seller** shall deliver to **Cargill**, within three (3) business days from the date of receipt of the written notice by **Cargill** in this sense, an amount of **Products** equivalent to which it would have been rejected in accordance with the conditions, specifications and descriptions of the **Order**, and the **Seller** has sole responsibility for all expenses and charges associated to such replacement. In case that **Seller** does not replace the **Products** within the period specified in this clause, **Cargill** will have the right (but not the obligation), irrespective of any formality or notice to **Seller**, to return the rejected **Products** to the **Seller** and purchase them from a third party, in which case the **Seller** shall be obliged to pay **Cargill**: (i) the price set in the **Order**, calculated on the amount of **Products** paid by **Cargill** to the **Seller** before the return and which was subsequently returned; and (ii) all costs associated with returns of **Products** delivered by the **Seller**, including but not limited to taxes, transportation costs, insurance and administrative fees; and (iii) the amount resulting from the positive difference between the price paid by **Cargill** to third parties for substitute **Products** to those being returned, if any.

7.1.3. In case of defective products, the provisions of clauses 7.5 and 7.6 of these **General Conditions** shall apply.

7.2. **Cargill** will have the right (but not the obligation) to inspect the manufacture and/or purchase of **Products** and track the delivery thereof. The right of inspection provided for in this clause does not exempt or restrict the **Seller's** liability for damages caused to third parties or to **Cargill** by apparent or hidden defects in the **Products**. After reporting of any defect in the **Products**, in addition to the provisions of clauses 7.1 to 7.1.2 above, the **Seller** will be required to indemnify third parties and/or **Cargill** for any damages suffered associated with the defect.

7.3. Delivery of the **Products** shall strictly comply with the schedule set out in the **Order**. Failure to deliver the **Products** in accordance with the schedule set out in the **Order** will give **Cargill** the right (but not the obligation) to cancel the **Order** and terminate the business relationship formed by these **General Conditions**. Is the **Seller's** sole responsibility all losses resulting from any delay in delivery of the **Products**, including damages, fines and/or penalties incurred by **Cargill** due to late delivery or cancellation of the **Order**, as appropriate. The right to track the delivery of **Products** referred to in paragraph 7.2 above does not exempt the **Seller** of the responsibility for delivery.

7.4. The **Seller** agrees to deliver, together with the **Products**, the respective certificates of guarantee, analysis, composition and/or quality of material used in the manufacture of parts, equipment, components or parts used to manufacture the **Products**, as well as statements and proof of payment of customs duties and other taxes applicable, within one (1) business day after the date of receipt of the written notice from **Cargill** in this regard.

7.5. The **Seller** agrees to repair any and all defects in the **Products** detected by **Cargill** during the period provided for in the **Order** or in the manual for the **Products**, if any. The **Seller** agrees to replace or repair the **Products** immediately during the warranty period, at its sole and exclusive risk and at no cost to **Cargill**.

7.6. In case the **Seller** does not perform the repair within ten (10) days from the date of receipt of communication from **Cargill** requesting repair, **Cargill** is authorized to contract third parties to perform such repair, committing the **Seller** to indemnify **Cargill**, within five (5) following the written request by the latter, with all costs, direct and indirect, incurred by **Cargill** for repair.

7.7. The **Seller** is responsible for ensuring the quality of the **Products** and that they can be fully utilized for the intended purpose and during the time established by law, the manufacturer or the **Order**, whichever is greater. Even if the **Seller** is not the manufacturer of the **Products**, it shall be jointly liable with the manufacturer for compliance with the obligations set out in this chapter.

8. Default and Breach.

8.1. The delay in compliance with any of the obligations of the **Parties** referred to in these **General Conditions**, in the **Order** and/or the applicable law, shall be automatically deemed as default after the deadline to fulfill the corresponding obligation, without warning or notice to the other party. For compliance obligations without a deadline expressly stated in the **Order** or in these **General Conditions**, the **Party** shall be deemed in default from the date of receipt of the written notice of default from the other **Party**.

8.2. In case the **Seller** is unable to or estimates to be unable to fully comply with the obligations set out in the **Order** or in these **General Conditions** for any reason, the **Seller** should notify **Cargill**, verbally and in writing, the day after that in which it was able to find out the circumstances that prevents or could prevent full compliance with these obligations. Such communication shall not exempt the **Seller** from the responsibility for any obligation under the **Order** and/or these **General Conditions**.

8.3. The **Seller** shall indemnify **Cargill** or any third party for any damages (moral, material, lost profits, direct, indirect, consequential or otherwise) caused to **Cargill** or third parties arising from acts or omissions by the **Seller** or acts or facts attributable to the **Seller** that are contrary to the provisions of these **General Conditions**, the **Order** or the applicable law.

8.4. Notwithstanding clause 10.3, in any case of breach or delay in payment of **Seller's** obligations under these **General Conditions** or the **Order**, **Cargill** is authorized by the **Seller**, with irrevocable and irreversible nature, to withhold and compensate any payments due to the **Seller** under these **General Conditions** and/or the **Order** until the effective settlement of obligations by the **Seller** and until the payment of the amounts owed to **Cargill** under the terms of these **General Conditions** and/or the **Order**.

9. Labor and Social Responsibility.

9.1. These **General Conditions** and the **Order** do not create any employment relationship between **Cargill** and the **Seller** and/or their legal representatives, employees, agents or contractors. The **Seller** will be responsible for all labor obligations (including but not limited to payment of wages, social benefits and other labor rights), social benefits, social security, occupational health and any other benefit or obligation related to their own legal representatives, employees, agents or contractors, as appropriate, as well as taxes and other payments and contributions established by law that have as cause the employment relationship, and shall assume responsibility for the costs and expenses of any judicial or extrajudicial claim suffered by **Cargill** and related to the **Order**, these **General Conditions** or the **Agreement**, or to the performance or breach of any obligation under the **Order** or these **General Conditions**, with no solidarity, subsidiary liability or any kind of responsibility between the **Parties**.

9.2. The **Seller** agrees to preserve and maintain **Cargill** harmless and free from any liability for claims, complaints, actions, labor claims and representations of any kind relating to the activities carried out by the **Seller** or a third party for the fulfillment of the **Seller's** obligations under the **Order** or these **General Conditions**.

9.3. In the event the **Seller** and/or its partners, legal representatives, suppliers, customers, employees, former employees or any third party creditor in any capacity may intend actions, claims, labor claims or any other judicial or extrajudicial action against **Cargill**, the **Seller** hereafter will be required to:

- a) Assume the position of defendant (taxable person) in said action or claim; and
- b) Pay the attorneys' fees and other costs and legal expenses **Cargill** had to bear for their defense in the action referred to in this clause 9.3, including but not limited to expenses for travel, lodging, food, experts' fees, etc.

9.4. The **Seller** represents and agrees that

- a) it shall perform the activities described in the **Order** and/or these **General Conditions** with its own elements, resources and employees;
- b) it has a diversified customer portfolio in Venezuela; and
- c) under the **Order** and these **General Conditions**, there will be no economic dependence between the **Seller**, its legal representatives, employees, agents or contractors and **Cargill**. The **Seller** represents and agrees that the activities carried out under these **General Conditions** are not directly related to the main production processes of **Cargill** and its provision is not permanently required within **Cargill** facilities. Consequently, (i) neither the **Seller** nor any representative, employee, agent or contractor used by the **Seller** to perform the activities described in the **Order** and/or these **General Conditions** shall be considered intermediaries or subcontracted of **Cargill**; and (ii) **Cargill** will not be jointly liable with the **Seller** and/or other subcontractors or third parties with respect to the obligations of the latter with their own workers. During the term of the **Order** and/or these **General Conditions**, the **Seller** will supply to **Cargill** any information that **Cargill** may reasonably require in relation to employees, agents or contractors used by the **Seller** to perform the activities described in the **Order** and/or these **General Conditions** (subject to any applicable data privacy requirements in accordance with applicable law).

10. Rescission and Termination.

10.1. As cases for rescission, additional to those provided in the specific provisions of these **General Conditions** and/or the **Order**, these **General Conditions** and the **Order** may be terminated for the following reasons:

- a) Due to insolvency, order or request for delay or bankruptcy or similar request for judicial and/or extrajudicial recovery by the other **Party**, regardless of any prior notification;
- b) Due to intervention, expropriation, occupation, temporary or permanent, of the **Seller**;

- c) By **Cargill**, at its sole discretion, in the case of (i) any interruption of activities experienced by the **Seller** and/or its suppliers, which according to **Cargill** may hinder in any way the supply of products under the conditions and within the deadline stipulated in the **Order** and these **General Conditions**; or (ii) default or delay by the **Seller** of any obligation under these **General Conditions** and/or the **Order**;
 - d) By the **Seller**, if **Cargill** fails to make the payments under the **Order** and these **General Conditions** within thirty (30) days from the date of receipt of the written notice sent by the **Seller** to **Cargill** demanding the payment of the amount due, if applicable.
- 10.2. The **Parties** will not be obliged to pay any compensation or penalty in the event of rescission on the grounds mentioned in paragraphs a) and b) of clause 10.1 above, however, it should be considered all obligations under these **General Conditions** and/or the **Order**, as arisen before the rescission date.
- 10.3. In case of termination based upon paragraphs c) or d) of clause 10.1 above, the breaching **Party** shall be subject to a non-compensatory penalty for damages, equal to five percent (5%) of the total **Order** value, in addition to reimbursement and/or compensation for the losses incurred by the non-breaching party and without prejudice to compensation and sanctions provided in these **General Conditions** and/or the **Order**.
- 10.4. In any event of termination of these **General Conditions** and the **Order**, without excluding other established sanctions and compensations, the **Seller** is obliged to supply those **Products** whose price has already been paid or, at the discretion of **Cargill**, return to **Cargill** all amounts paid adjusted according to the index approved in writing by the **Parties**, whenever permitted by the applicable law.
- 10.5. Except in cases of malice or gross negligence, the **Parties** are not required to pay to the other **Party** any compensation for lost profits, indirect or consequential damages.
- 10.6. Any indemnity or compensation payable by **Cargill** to the **Seller** under the **Order** and/or these **General Conditions** will be limited to ten (10%) percent of the price of all **Products**.
- 10.7. The **Parties** may, for any reason or no reason, early terminate these **General Conditions** and/or the **Order** without payment of any penalty to the other party, provided that they notify in writing to the other party at least thirty (30) days in advance and comply with their obligations validly entered into prior to the early termination.

11. Confidentiality.

The **Seller** shall maintain absolute confidentiality and discretion over all the information that may be disclosed by **Cargill**, including, but not limited to any information, materials, data, documents and technical specifications to which it may have knowledge or access, or can be entrusted with, related or not to the object of its **Order**. This obligation shall remain in force while the **Seller's** obligations under the **Order** and these **General Conditions** are in effect, and for five (5) years following its fulfillment or rescission, as appropriate.

12. Notifications.

All notices, requests, orders and other communications directed at either **Party** concerning these **General Conditions** and/or the **Order** shall be in writing to be considered valid, and shall be forwarded to the addresses of the **Parties** listed in **Order**.

13. General Provisions.

- 13.1. Neither **Party** may, without prior written consent from the other **Party**, assign or transfer, in whole or in part, any of its rights or obligations under the **Order** or these **General Conditions**.
- 13.1.1. Notwithstanding the provisions of clause 13.1 above, **Cargill** is authorized by the **Seller** to assign or transfer, in whole or in part, any of its rights and/or obligations under the **Order** and/or these **General Conditions**, to any of its subsidiaries or affiliates, either parent, affiliate or subsidiary, directly or indirectly.
- 13.1.2. The **Seller** agrees from this moment, and with irrevocable and irrevocable nature, not to transfer, encumber, factor or otherwise transfer to third parties any credit it may have against **Cargill** related to the **Order** and/or these **General Conditions** without the express written permission from **Cargill**. Any assignment or transfer made in breach of this obligation shall be considered null and void, being considered duly made all payments made by **Cargill** directly to the **Seller**, and releasing **Cargill** from its obligations.
- 13.2. Failure to demand, by either **Party**, strict compliance with any obligation or condition in these **General Conditions** or the **Order**, shall be considered as mere tolerance and shall not involve altering the obligation or condition nor waive the right to demand it in the future, not affecting the validity of these **General Conditions** and/or the **Order** or **Agreement** and any of its conditions.
- 13.3. The obligations of each **Party** set out in these **General Conditions** or the **Order** constitute legal, valid, binding obligations which are enforceable in accordance with its terms, and supersede all previous accords, representations, negotiations and agreements, whether verbal or by writing, that have its purpose in whole or in part.
- 13.4. The **Order** and these **General Conditions** may be modified only in writing, observing that: (i) the **Order** may be changed only upon the sending of a rectifying application by **Cargill** to the **Seller**; and (ii) these **General Conditions** may only be modified by amendments signed by the **Parties** or their legal authorized representatives.
- 13.5. The invalidity of any provision of these **General Conditions** and/or the **Order** due to being considered void and/or contrary to law, by any competent governmental authority or court, will not affect the other provisions, which shall be deemed valid and shall be fully effective between the parties.
- 13.6. All titles of chapters, clauses, paragraphs or other items of these **General Conditions** are used only as a reference and, therefore, will not affect the content thereof.
- 13.7. The **Seller** may not use the brand names, trademarks, logos, service marks or other signs owned by **Cargill** in any way, including, among others, for advertising, lists of users or customers etc., unless the **Seller** obtains the prior written consent by **Cargill**.
- 13.8. For the interpretation, compliance and enforcement of these **General Conditions**, the **Parties** are subject to the laws and jurisdiction of the courts of the capital city or region of the country in which the **Order** was entered. **Seller** hereby acknowledges and agrees to fully comply with **Cargill's** Supplier Code of Conduct, which can be accessed in its entirety at www.cargill.com/supplier-code.