

GENERAL CONDITIONS OF SERVICE

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 contracting party for the provision of **Services**.
- b) "**Contractor**" means the natural or legal person indicated as the **Contractor** in the **Order**, and responsible for the provision of the **Services** specifically identified therein.
- c) "**General Conditions**" means these **General Conditions** for the provision of **Services**, which set out the rights and obligations between **Cargill** and the **Contractor** applicable to the provision of **Services**, under the terms of the **Order**.
- d) "**Party**" means either **Cargill** or the **Contractor**, when referred to separately.
- e) "**Parties**" means **Cargill** and the **Contractor**, whenever they are mentioned together.
- f) "**Order**" means the purchase order issued by **Cargill**, which contains the specific requirements for the provision of **Services**.
- g) "**Services**" means the services described and assigned 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 **Contractor** for the provision of **Services**, by the **Contractor** to **Cargill**, under the terms of the **Order**. The **Order** and these **General Conditions** collectively constitute the mutual obligations between the **Contractor** 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 nature in the occurrence of any of the following situations:
 - a) Upon **Contractor** response to **Cargill** indicating its intent to provision the **Services** 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 **Contractor**; or
 - d) Upon acceptance by the **Contractor** of these **General Conditions** and the **Order** on the website for suppliers of **Services** to **Cargill**; or
 - e) When the **Contractor** starts to provide the **Services** 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, 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.

- 3.1. 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, upon the express acceptance of the **Order** and/or these **General Conditions**, 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**.
- 3.2. The performance of the **Order** shall not, in any case, exceed twelve (12) months from the date of entry into force of these **General Conditions** and/or **Order**, without previously concluding an **Agreement** governing the relationship between **Cargill** and the **Contractor**.
- 3.3. In the event that no **Agreement** is concluded pursuant to clause 3.2 above, the **Contractor** agrees to repair any damage and/or harm resulting from the delay in providing the **Service** as well as any costs, expenses and/or disbursements of any kind that **Cargill** needs to carry out to complete the **Service** for which the **Contractor** was contracted according to the **Order**, either with its own resources or by contracting another service provider.

4. General Obligations of the Contractor.

- 4.1. The **Contractor** 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) Provide the **Services** in strict accordance with the conditions, specifications and descriptions set out in the **Order** and these **General Conditions** and to do everything necessary to allow the **Services** provided to fully reach the proposed results;
 - c) Provide the **Services** within the deadlines set out in the **Order**;
 - d) Comply with the guidelines established by **Cargill** for the management of its **Service** providers, which will be timely notified to the **Contractor**;
 - e) Never use children and adolescents without permission to work (underage) or slave labor, or similar conditions, to fulfill its obligations under the **Order** and these **General Conditions**;
 - f) Comply with and respect 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) Contract the workers who will be employed for the provision of the **Services** and pay all labor and pension obligations arising under the terms of the applicable law, including but not limited to wages, social benefits and social security, etc., and register and/or recruit workers with the departments, offices and relevant government agencies;
 - h) In the event labor from third parties is employed for the provision of the **Services**, the **Contractor** (i) will be responsible for ensuring compliance by the third party with all applicable legislation related to the provision of the **Services**, as well as with the rules laid down in these **General Conditions** and the **Order**, and must ensure compliance with any labor and social security obligations, including registration and/or affiliation of workers to the relevant government agencies and programs, as well as payment of all wages, duties, social security benefits etc. that applies; (ii) will ensure that no direct employment relationship is created between the third party (subcontractor) and **Cargill**; (iii) will pay all wages and other contributions and obligations agreed between the **Contractor** and the subcontractor and other compensations agreed between the **Contractor** and the subcontractor; and (iv) will compensate **Cargill** for any damages, costs and expenses associated with the non-compliance with the provisions of subparagraphs i), ii) and iii) herein;
 - i) Comply with and enforce all legislation related to the working environment and occupational health and safety in relation to its employees and any subcontractors;
 - j) Failure to comply with labor, social security, environmental and work safety obligations, as provided in items e), f), g), h) and i) of this clause 4.1., may result in the withholding of any payments owed by **Cargill** to the **Contractor** until the irregularity and/or omission indicated and expressly informed by **Cargill** is corrected;
 - k) If the **Services** are to be provided within **Cargill** facilities, the **Contractor** shall: (i) comply with and enforce the compliance of its employees and subcontractors with all health, safety and environmental standards set out by **Cargill**; and (ii) remove any worker who **Cargill** judges, at its sole discretion, that is not complying with the health and safety or environmental standards set out by **Cargill** or, including at **Cargill**'s discretion, is causing any hindrance to the **Cargill** operations. It is understood and agreed that whenever **Cargill** requests the **Contractor** to remove an individual worker, such request shall not entail termination of the employment contract between the **Contractor** and the corresponding worker, but the **Contractor** shall not continue to use the worker in the provision of **Services** to **Cargill**. The **Contractor** is the sole responsible for the final decisions on the continuation or not of the employment relationship with its workers, in accordance with applicable laws and the personnel policies of the **Contractor**. Each party will be liable for the actions carried out pursuant to the **Order** and/or these **General Conditions** of their respective employees;
 - l) Perform its activities according to the legislation, rules, resolutions and/or provisions issued by public authorities, exempting **Cargill** from any liability by virtue of breach or non-compliance thereof;
 - m) 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**;
 - n) Maintain throughout the term of these **General Conditions**, the **Order** or the **Agreement**, all records and authorizations required by applicable law and needed to operate and conclude the **Order**;
 - o) 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.
 - p) Compensate **Cargill** for any damage and/or loss caused by any breach of the obligations undertaken by the **Contractor** under these **General Conditions** and the **Order**.

5. Taxes.

All taxes, levies and special contributions levied on the provision of **Services** 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 **Contractor** 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 **Contractor**, 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 **Contractor** shall be used for any purpose that violates the **FCPA**, the anti-bribery laws in effect or any other law applicable to the **Contractor** for the **Services** provided to **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 **Contractor** 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 **Contractor** 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 **Contractor** acknowledges and accepts, 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. Supervision, Responsibility and Warranty for Services.

- 7.1. **Cargill** will have the right (but not the obligation) to inspect and supervise the provision of **Services**. The right of inspection provided for in this clause does not exempt or restrict the **Contractor's** liability for eventual damages and losses caused to third parties or to **Cargill** arising from deficiencies in the provision of **Services**. After reporting to the **Contractor** of any defect in the **Services** provided, the **Contractor** will be required to indemnify third parties and/or **Cargill** for any resulting damages and losses associated with such **Service**.

- 7.2. The **Contractor** will be the sole responsible for any damage and/or loss caused by the delay in the provision of the **Services**, including compensation, fines and/or other penalties incurred by **Cargill** as a result of damages to **Cargill** or to third parties.

- 7.3. The **Contractor** agrees to rectify any and all defects found by **Cargill** in the provision of **Services** during the warranty period specified in the **Order** or in the **Agreement**, if any, and agrees to redo the **Services** immediately, at its own risk and without any charge to **Cargill**, during the warranty period.

- 7.4. In the event the **Contractor** fails to perform the **Services** in accordance with the provisions of item **b)** of clause **4.1.** above within a maximum period of three (3) business days from the date of receipt of the communication from **Cargill** requesting the proper provision of the **Services**, **Cargill** is authorized to contract a third party to perform the service, and the **Contractor** is required to compensate **Cargill** within five (5) days from the written request from **Cargill**, for all costs, direct and indirect, incurred in the contracting of the third party.

- 7.5. The **Contractor** is responsible for ensuring the quality of the **Services** provided and that they are satisfactory. Even when the **Contractor** is not the direct provider of the **Services**, the **Contractor** shall be jointly liable with the subcontractor for the 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 **Contractor** 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 immediately 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 **Contractor** from the responsibility for any obligation under the **Order** and/or these **General Conditions**.

- 8.3. The **Contractor** 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 **Contractor** or acts or facts attributable to the **Contractor** 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 of the **Contractor's** obligations under these **General Conditions** or the **Order**, **Cargill** is authorized by the **Contractor**, with irrevocable and irreversible nature, to withhold any payments due to the **Contractor** under these **General Conditions** and/or the **Order** until the payment of the amounts owed to **Cargill** under the terms of these **General Conditions** and/or the **Order**.

9. Labor and Social Security Responsibility.

- 9.1. These **General Conditions** and the **Order** do not create any employment relationship between **Cargill** and the **Contractor** and/or their legal representatives, employees, agents or contractors. The **Contractor** will be responsible for all labor obligations (including but not limited to payment of wages, social benefits and other labor rights, social security contributions etc.), social security, funds and insurance, occupational health, social benefits as well as taxes and other payments and contributions established by law that have as cause the employment relationship. Likewise, the **Contractor** shall assume responsibility for the costs and expenses of any labor claim suffered by **Cargill** and related to the **Order** or these **General Conditions**, 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. In case the **Contractor** is a natural person (e.g. an individual entrepreneur), it shall not be treated as an employee of **Cargill** for legal purposes, including for example, for purposes of national, state or municipal taxes. The **Contractor** shall be the sole responsible for the delivery of all national, state or municipal tax statements, including the timely payment of income taxes and payroll taxes, among others.

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

- 9.4. In the event the **Contractor** and/or any party related to the **Contractor**, including but not limited to its partners, legal representatives, suppliers, customers, employees, former employees or any third party creditor in any capacity of the **Contractor** may intend actions, labor claims or any other judicial or extrajudicial action against **Cargill**, the **Contractor** hereafter will be required to:

- a) Assume the position of defendant 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 **9.4**, including but not limited to expenses for travel, lodging, food, experts' fees, etc.

- 9.5. The **Contractor** 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 **Contractor**, its legal representatives, employees, agents or contractors and **Cargill**. The **Contractor** 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 **Contractor** nor any representative, employee, agent or contractor used by the **Contractor** 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 **Contractor** and/or other subcontractors or third parties with respect to the obligations of the latter with their own workers.

- d) During the term of the **Order** and/or these **General Conditions**, the **Contractor** will supply to **Cargill** any information that **Cargill** may reasonably require in relation to employees, agents or contractors used by the **Contractor** 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 **Contractor**;

- c) By **Cargill**, at its sole discretion, in the case of (i) any interruption of activities experienced by the **Contractor** and/or its suppliers, which according to **Cargill** may hinder in any way the provision of **Services** under the conditions and within the deadline stipulated in the **Order** and these **General Conditions**; or (ii) default or delay by the **Contractor** of any obligation under these **General Conditions** and/or the **Order**;
 - d) By the **Contractor**, 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 **Contractor** 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 paragraph a) 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 **Contractor** is obliged to provide those **Services** 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 **Contractor** under the **Order** and/or these **General Conditions** will be limited to ten (10%) percent of the price of all **Services**.
- 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 **Contractor** 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 **Contractor**'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 **Contractor** 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 **Contractor** 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 **Contractor**, 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:
- a) the **Order** may be changed only upon the sending of a rectifying request by **Cargill** to the **Contractor**; and
 - b) 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 **Contractor** 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 **Contractor** 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. **Contractor** 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.