1. Purpose and Application.
1.1. These General Conditions establish rights and obligations between Cargill and the Contractor, applicable to the service provision by the Contractor to Cargill, in the terms of the Order. The Order and these General Conditions constitute, collectively, in the obligations mutually incurred between the Contractor and Cargill.

1.2. Considering the provisions of clause 2.2, the terms and conditions established in these General Conditions are complementary to those defined in the Order and any of the documents referred to therein (the “Other Documents” and the “General Provisions”) and are an integral part of the Order, as if they were transcribed on it. Terms and conditions established in these General Conditions and those ones established in the Order become binding in relation to the Parties and shall generate irrevocable effects upon the occurrence of one of the following hypotheses: (i) upon response from the Contractor to Cargill indicating its intention to provide Services to Cargill, in a written, oral manner or any electronic means; (ii) upon acceptance of the Order forwarded by Cargill to the Contractor; (iii) upon signature of the Order by the Contractor; (iv) upon occurrence of the conditions and acceptance of the Order by Cargill’s website; or (v) if the Contractor effectively initiates providing Services or compliance with any obligation associated to the Order of these General Conditions. Contractor will for all Orders issued, provide written confirmation (via email or via the Ariba Network if Contractor is an Ariba Network-enabled supplier) to the Cargill contact listed on the Order within two business days (48 hours at most) after the order is placed. After this period, the order will be one metric used to measure Contractor’s performance, non-compliance may lead to Contractor disqualifications.

1.3. In addition to arrangements and supplies forming part of the General Conditions presented in clause 1.2, they can also be found at Cargill’s website: https://www.cargill.com/page/cargill-po-terms.

2. Definitions and Interpretation Model.
2.1. For the purposes of these General Terms and of the Order, the terms in bold and initial capitals shall be read under the definitions below:
(i) “Contractor” means a natural person or legal entities indicated as Contractor in the Order, and liable for the service provision specifically identified also in the Order.
(ii) “Cargill” means a legal entity identified as a Purchaser in the Order.
(iii) “General Conditions” refers to conditions for Service Provision, which establish Cargill and Contractor’s rights and obligations applicable to the service provision, object of the Order.
(iv) “Party” refers to Cargill or to the Contractor, when separately and indistinctly referred to.
(v) “Parties” refers to Cargill and the Contractor, whenever mentioned together.
(vi) “Order” refers to the purchase order issued by Cargill containing the specific conditions of the Service provision indicated therein.
(vii) “Services” refers to the ones described and characterized in the Order.
(viii) “Service” refers to the services provided, as well as their results suggested in the Service Agreement.
(ix) “Services within the deadlines set forth in the Order (On-Time Delivery)” or, if Contractor is unable to meet the On-Time Delivery, Contractor will confirm with Cargill an updated delivery date during Order confirmation or as soon as Contractor is aware of not being able to complete On-Time Delivery;
(x) fulfill the guidelines set forth by Cargill concerning the management of its Service provision, given that such guidelines shall be delivered to providers upon the beginning of Service provision;
(xi) do not apply child or any similar to slavery condition upon the compliance of its obligations under the Order and these General Conditions. Cargill does not allow or condone the use of unlawful child labor and requires full compliance with the legal requirements for minimum age of workers performing the type of work covered by its orientation. Labor safety requirements and subcontracted third party and other considerations agreed between the Contractor and the subcontracted third party; and (d) shall indemnify Cargill for losses, costs and expenses associated to the non-compliance with the information provided in the items (a) through (c) herein;
(xii) subcontracted third party with the law regarding to labor environment, health and safety, related to employees and any subcontractor;
(xiii) non-compliance of labor, social security, environment and safety obligations, provided by items (v), (vi), (vii), (viii) and (ix) of this clause 4.1.4.1 may cause the withholding of payments due by Cargill to the Contractor, until the issue and/or omission expressly identifies and informed by Cargill is solved;
(xiv) cooperate and comply, by itself, its employees and subcontracted, all requirements for health, safety and environment defined by Cargill and (b) dismiss any employee which is understood by Cargill, at its discretion, as not fulfilling the health, safety and environment standards stated by Cargill or, still under Cargill’s discretion, is impairing Cargill’s operations; (xv) perform their activities in accordance with legislation, requirements and understandings from public authorities, exempting Cargill from any responsibility due to non-compliance or non observance; (xvi) keep valid, enforceable and comply with, all requirements and conditions of all licenses and permits necessary to fulfill its obligations under the Order and these General Conditions;
(xvii) indemnify Cargill for any damages and/or losses arising from non-compliance of any obligations taken by the Contractor under these General Conditions and the Order;
(xviii) comply with all immigration laws, statutes, rules, codes, orders and regulations existing (“Immigration Laws”). Moreover, the Contractor shall maintain all records required for compliance with the Immigration Laws, within the effectiveness of the General Conditions, Order or Agreement herein.

5. Taxes.
5.1. All taxes applied to the Service provision shall be collected by the taxpayer or their representative, in accordance with the effective tax legislation upon the respective billing, provided that in no case Total Value orders shall include taxes.

6.1. The Contractor is aware that the Foreign Corrupt Practices Act of the United States, and the anti-bribery and anti-corruption laws of other jurisdictions (jointly with FCPA, the “Anti-Bribery Laws”) prohibit, under threat of severe penalties, the payment, offer, promise of payment or authorization of payment of or offer of money or any valuable good, directly or indirectly, through other parties, to any Governmental Authority (as defined below), political party, political party official or any candidate for any public office, in order to influence them in their official capacity, or inducing them to use their influence to favor someone else.

6.4. By the start of these General Conditions and/or the Order, none of the owners, officers, directors, managers or employees would represent a Governmental Authority (as defined below), political party official or candidate for public office. During these General Conditions and Order effectiveness, the Contractor agrees to write down notify Cargill whether any or more of its owners, officers, directors, managers or employees becomes a Governmental Authority (as defined below), political party official or candidate for public office.

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6.4.1. Governmental Authority means any officer or employee from a government, international public organization, or from any department or agency from the aforementioned entities, or a company owned by, totally or partially controlled by a government, including any person acting in official capability on behalf of such entities ("Governmental Authority").

6.5. Contractor hereby irrevocably and unconditionally declares its acknowledgment and acceptance of Cargill’s Supplier Code of Conduct in all its terms and commits to act with business responsibility, transparency and integrity and fully comply with the provisions laid down therein. Cargill’s Supplier Code of Conduct can be accessed in its entirely at www.cargill.com/supplier-code.

7. Supervision, responsibility and guarantee for the Services.

7.1. The Contractor shall have the right (but not the obligation) of inspecting and accompanying the Service provision. The right for inspection provided in this clause does not exempt or restrict the Contractor’s liability for occasional losses caused to third parties or to Cargill, resulting from deficiencies in Service provision. After the defect in Service provision being communicated by Cargill to the Contractor, this one shall be obliged to indemnify third parties and/or Cargill for the losses taken and related to the concerned defect.

7.2. It shall be Contractor’s sole responsibility any and all losses arising from the delay in Service provision, including indemnifications, fines and/or other penalties taken by Cargill as a result from damages caused to Cargill or to third parties.

7.3. The Contractor undertakes to remedy all faults of the Services, which were appointed by Cargill during the warranty term provided by the Order or within the business premises determined by the current legislation or within the warranty term determined in the Order, whichever is more important. Even if the Contractor is not considered the main provider of Services, the Contractor shall assume, jointly, all responsibilities concerning the fulfillment of the obligations determined in this chapter.


8.1. Fail in fulfilling, by either Parties, of any obligations undertaken under these General Conditions, related to the Order and/or the applicable legislation within the terms determined in the present General Conditions or within the Order, shall remain effective, indefinitely, by expiration of the term intended for the performance of the corresponding obligation, regardless of notice issuance. For obligations whose fulfillment term is not expressly determined in the Order or the General Conditions, any default shall remain effective from the date the Party in default receives a written notice from the other Party.

8.2. The Contractor shall indemnify Cargill or any third parties for any losses and damages (default, mistakes or of any other nature) caused to Cargill or to any third parties related to the actual and omission of the Contractor’s actions or allowable assignation towards the Contractor and which is in disagreement with the information provided in the General Conditions, within the Order or in the applicable legislation.

8.3. Without prejudice to the information provided in provision 10.3 below, in case of nonperformance or default concerning the obligations of the Contractor under these General Conditions or those of the Order, Cargill shall be, from now on, authorized by the Contractor, irrevocably and irreversibly, to withhold any due payments to the Contractor, under these General Conditions and/or of the Order until all obligations are remedied by the Contractor and until the due amount is paid to Cargill, under these terms of the General Conditions and those of the Order.

8.4. The Contractor may delay the work of Cargill only upon receiving the Order whether they will be able to comply with the specified delivery date, and in case the Contractor fails to comply with such deadline according to what had been informed. Cargill shall be entitled to cancel the Order and/or these General Conditions without any liability before the Contractor. In the case of default in delivery, Contractor shall pay, as a fine, Cargill 1% (one percent) of the total value of Services per day of default in its delivery, being such amount calculated from any value yet to be paid by Cargill and the Contractor hereby acknowledges and fully accepts this deduction.

9. Labor and Social Security Liability

9.1. These General Conditions, as well as the Order do not determine and shall not determine any employment bond between Cargill and the Contractor and/or its legal representatives, employees, agents or service providers, being the Contractor obliged to undertake all its labor, social security, land and insurance charges, as well as assume all expenses related to any labor claims that Cargill may experience and which are related to the Order or to these General Conditions, or to the performance or nonperformance of any obligation provided within the Order or under these General Conditions, without any solidarity or subsidiary liability or any type of liability bond between the Parties.

9.2. If the Contractor is a natural person (e.g., individual businessman): it must not be considered an employee of Cargill for all legal effects, including, but not restricted to, federal, state or local taxes. The Contractor is considered the sole responsible for delivering all federal, state and local tax statements, including the payment of taxes on behalf of its employees.

9.3. The Contractor is obliged to guard and hold Cargill exempt from any liability concerning claims, demands, legal actions, labor claims and representations of any nature, related to the activities carried out by the Contractor or by any third parties intended to fulfill the Contractor obligations, under the Order or under these General Conditions.

9.4. The Contractor and/or any third party related to it, including but not restricted to its partner, legal representative, supplier, customer, employee, former employee or any third party on behalf of the Contractor holds a legal action, labor claim or any other legal or extralegal measure against Cargill, the Contractor is, from now on, obliged to:

(i) assume the party defendant; and
(ii) pay Cargill all attorney fees and other expenses concerning the defense of its interests by means of a legal action, to which this provision 9.4 refers to, including, but not restricted to, traveling expenses, lodging, feeding etc.

10. Termination/Rescission

10.1. In addition to other termination terms provided in the specific provisions herein, these General Conditions and Order may only be terminated in the following circumstances:

(i) by either Parties, if insolvency or statement of bankruptcy, request for receivership and/or extrajudicial reorganization from the other Party, regardless of any previous notice or prior discretion, in the hypothesis of (a) occurrence of any of the faults under the General Conditions and/or those of the Order, Cargill’s choice, that shall be able to impair, under any aspect, the Service provision in the conditions and within the deadlines stated in the Order and in these General Conditions; or (b) the non-performance or default, by the Contractor, of any of the obligations assigned to it (Contractor) in these General Conditions or in the Order;

(ii) by the Contractor, in the hypothesis of Cargill does not perform the payments effectively due in the terms of the Order and of these General Conditions into up to 10% of the total amount of the Services; or in any other default in the performance of the order, not being compensated by Cargill; or, in any other default, including the delay in the execution of the Service provision for any reason or without a reason, rescinding the present General Conditions and/or the Order, with no payment of fines, since written communicated the opposite party by, at least, 30 (thirty) days of advance notice.

11. Confidentiality

11.1. The Contractor shall keep as strictly confidential all information revealed from Cargill, including, but not limited to, any data, materials, information, documents and technical specifications may be known, given the access, or may be entrusted, related or not to the object of the respective Order. This obligation shall remain in effect for more five years after the compliance of all Contractor’s obligations, under the Order and these General Conditions, or the termination/rescission/expiration.

12. Non-Disclosures

12.1. All notices, requests, demands and other communications sent to either Parties relating to the General Conditions and/or the Order shall be in writing to be considered valid and sent to the addresses listed in the Order.

12.2. Service Provision

13.1. Neither Party shall assign or transfer, without prior written consent of the other Party, in whole or in part, any rights or obligations contracted under the Order or the present General Conditions.
13.1.1. Without prejudice of the provided in the clause 13.1 above, from now on, Cargill will be authorized by the Contractor to grant or transfer, totally or partially, any of its rights and/or obligations incurred in the scope of the Order and/or these General Conditions to any integral society of its economic group.

13.1.2. The Contractor shall be irrevocably obliged, from now on, to not granting, giving as a guarantee, securitizing or, under any means, transferring to third parties any credits held against Cargill and which are related to the Order and/or to these General Conditions, without being expressly authorized by Cargill. Any cession performed in the non-compliance of this obligation shall be deemed null in full right, being considered regularly executed all payments by Cargill directly to the Contractor and with full discharge of Cargill.

13.2. The non-obligation, by either of Parties, regarding the fulfillment of any obligation or condition stated in these General Conditions or in the Order, shall be considered mere tolerance, not implying novation thereof, neither waiver, to any right to demand it in the future, not affecting the validity of these General Conditions and the Order, and of any provisions thereof.

13.3. The obligations of each Party, established in these General Conditions or in the Order, constitute legal, valid, binding and enforceable obligations according to their terms, and supersede all prior agreements, representations, negotiations and understandings, whether oral or writing, disposing, in whole or in part, its object. The Order and these General Conditions may be modified only in writing, provided that:

(i) the Order can only be changed through sending of a rectification request by Cargill to the Contractor; and
(ii) these General Conditions may be changed only through amendment signed by the Parties or their authorized legal representatives.

13.4. In the event that any provision of these General Conditions and/or Order may be deemed as null and/or contrary to the laws of Honduras, by any governmental authority or court decision, the remaining unaffected provisions shall remain in force.

13.5. All names of chapters, clauses, sections or other items in these General Conditions are used as references only, and therefore will not affect the content thereof.

13.6. The Contractor may not use any brands, trademarks, logos, service marks or other proprietary marks of Cargill, in any ways, including, among others, advertisements, user or customer lists, unless the Contractor obtains prior written consent from Cargill.

13.7. The parties, in application of the provisions of Article 39 of the Code of Civil Procedure, in case of interpretation or any controversy arising from General Conditions and/or the Order, and of any provisions thereof, expressly submit to the Courts and Tribunals with territorial and objective jurisdiction based in the city of San Pedro Sula, Honduras, except in the cases of mandatory jurisdiction referred to in Article 36 of the aforementioned Code.
ATTACHMENT
CARGILL PROCUREMENT & INVOICING REQUIREMENTS

Cargill utilizes an electronic system for all invoices, purchase orders, change orders and other required documents between Cargill and Contractor. This system allows the parties to quickly transact required documentation in an efficient and effective manner. If requested by Cargill, Contractor will be required to utilize this electronic system as described below, for all requested transactions between Contractor and Cargill.

1. **E-Commerce Provider**
   In addition to the obligations contained in this contract, if requested by Cargill, Contractor will also be required to utilize Cargill’s e-commerce service provider, currently SAP Ariba, Inc. or other provider as may be communicated by Cargill to Contractor ("E-Commerce Provider"). The E-Commerce Provider will operate and maintain a software as a service solution, as an example the Ariba Network (the “Network”). Contractor will utilize the Network to enter transactional information between Cargill and Contractor, including but not limited to purchase orders, changes requests, advanced ship notices, order confirmations, invoices, catalogs and/or any other information as requested by Cargill.

2. **Contractor Responsibilities**
   To access the Network, Contractor must engage and contract directly with the E-Commerce Provider. The E-Commerce Provider may require a fee to access the Network. The E-Commerce Provider will be responsible for the Network and Cargill will have no liability in regard to the Network or the actions or inactions taken on the part of the E-Commerce Provider. Contractor's sole recourse in regard to the Network will be with the E-Commerce Provider.

3. **Catalog Enablement Process**
   If requested, Contractor will partner with Cargill in the establishment of an external catalog between the parties. Contractor agrees to commit necessary resources to complete the catalog within a mutually agreed timeline. After creation of a complete catalog, Contractor agrees to maintain the accuracy of the catalog in accordance with this Agreement or as directed by Cargill.
   In addition, Contractor will implement appropriate technology security measures, as directed by Cargill, to safeguard Cargill’s information.

4. **Invoicing and Payment**
   4.1. Contractor will invoice Cargill for the amounts due under the Order. Except as otherwise set forth on the face of the Order, Cargill will pay Contractor all undisputed amounts within 90 calendar days after receipt of the applicable invoice or performance of the Services, whichever is later or within such lesser period of time as is required by Law.