

GENERAL CONDITIONS OF SALE

1. Scope and enforceability

1.1. These General Conditions of Sale are applicable to all quotations, offers, orders and invoices relating to the supply of goods and/or services by Rovensa Companies (as defined below) and its Affiliates (hereinafter referred to as the "Company").

1.2. The Company's delivery of goods and services are subject to these General Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of the Buyer, shall only be considered binding if they have been confirmed by the Company in written form. The Company's delivery of goods, performance of services or acceptance of payments does not constitute acceptance by the Company of terms that vary from these General Conditions of Sale and the applicable statutory law.

1.3. No terms and conditions opposite or different from these shall be accepted, unless otherwise expressly agreed to in writing.

1.4. The Buyer declares (i) to have read and understood these General Conditions of Sale, (ii) that the sending of an order implies unreserved acceptance of these General Conditions of Sale, which prevail over any conditions contained or referred to in the Buyer's order, notices or elsewhere, which were not expressly agreed to in writing by the Company.

1.5. The Company reserves the right to modify these General Conditions of Sale over time. Any changes will be applicable to orders placed after said change and made available on www.rovensa.com/legal. The Buyer may at all times request to receive a complete and up to date version of this document.

1.6. The application of the Vienna Convention on the International Sale of Goods is expressly excluded.

2. Order form

2.1. Orders placed by the Buyer will be binding for the Company only after written acceptance by the latter. A contract is only formed when the Company gives confirmation in writing or when orders are fulfilled by the Company.

2.2. The issuance by the Company of an order form describing the supply of goods and/or services, its acceptance by the Buyer and confirmation by the Company are subject to these General Conditions of Sale. The contract shall only be concluded when the Company confirms the Buyer's acceptance of the offer.

2.3. Once the order has been placed, no changes may be made to the order, except with the express written consent of the Company.

2.4. The order forms issued by the Company shall be binding to the Company only during the validity period specified in each order form. The Company good offers are valid while stocks last.

2.5. The Company's sale of goods to the Buyer is with the understanding that the goods are not for export.

2.6. For avoidance of doubt, each individual order placed by the Buyer and accepted or fulfilled by the Company will originate a separate individual contract, to which the conditions in effect at the time apply to.

3. Prices

3.1. Goods and services are invoiced by the Company at the price indicated in the price list or contract in force at the time of delivery.

3.2. The indicated prices do not include VAT, taxes, import duties, other levies or costs imposed by local authorities and any costs related to the return of packaging. These additional costs must be added to the price, which will be borne by the Buyer.

3.3. Goods and services are subject to VAT in accordance with

the law applicable at the place of delivery, at the rate in force at the time of delivery.

3.4. Any price discount, if applicable and even due to payment in advance, is subject to prior written agreement.

The cost of delivery, as well as the responsibility for that cost, is agreed with the Buyer and indicated by the Company in the price list or contract in force.

4. Delivery

4.1. Delivery shall be made subject to the conditions and deadlines agreed between the Company and the Buyer, for the interpretation of which, in international deliveries, INCOTERMS may apply.

4.2. The delivery period may be extended in the event of Force majeure (see below) or due to unforeseeable circumstances, as well as in the event of delays caused by events over which the company has no control and could not have reasonably avoided. The Buyer shall be informed as soon as possible of the reason for and the expected duration of the delay. Any justified delay caused by such events shall not create any right for Buyer compensation.

4.3. Any postponement of the delivery date, if so requested by the Buyer, must be agreed to in writing by the Company. In any case, the Buyer shall be liable for all damages caused to the goods in this additional period of delivery date postponement.

4.4. Buyer's refusal to accept delivery of the ordered goods or services, does not exempt from complete payment, in addition to the additional costs of storage of the goods, applicable taxes and/or other damages caused to the Company.

4.5. All delivery times indicated by the Company are indicative and not binding. In the event that, for any reason, the Company is not able to deliver the goods within the delivery time indicated, this will not give the Buyer the right to terminate the contract or delay the payment of the goods.

4.6. The Company reserves the right to make partial deliveries and invoicing. The goods will be delivered by the Company or its logistics suppliers to the Buyer's warehouse, unless otherwise agreed between the parties.

5. Payment

5.1. The Buyer shall pay the price in the currency and terms agreed in the contract in force or otherwise agreed between the Buyer and the Company in writing. Payment by check cannot be accepted by the Company, save prior written agreement between the Buyer and the Company and payments by promissory note are subject to prior acceptance in writing by the Company, in each case. Always subject to a principle of good faith, the Company may withhold delivery of the goods until the time of confirmation of payment. The costs of collection shall be borne by the Buyer.

5.2. All taxes, levies, bank commissions or other expenses related to the payment of the Price are borne by the Buyer, unless otherwise stipulated by applicable law.

5.3. The Company reserves the right to demand payment in advance of delivery of the goods, unless a different payment period is included in the invoice.

5.4. The stipulated price shall have added the taxes in force at the time the invoice is issued and the cost of transport and other justified expenses that may be applicable.

5.5. In the event of non-payment, interest will accrue at the maximum legally applicable rate for commercial transactions of the country of destination.

5.6. In the case the Company agree to payment in installments, the non-payment of one of the installments will accelerate the

full payment, giving the Company the right to immediately demand the payment of the full amount and request the termination of the contract.

5.7. All amounts due to the Company must be paid in full. The Buyer will not withhold any amount due to claims, breach of contract or any other cause intended to justify the withholding. Settlement or set-off of amounts due and related to goods and services provided by the Company is prohibited, except for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

5.8. In case of return of goods, the cost of transport shall be borne by the Buyer or the Company depending on the nature of the return. In case of deterioration of the goods for reasons not attributable to the Company, no refund will be accepted. No return will be accepted after 15 days from the date of delivery of the goods. If, for commercial reasons, a return is accepted after 15 days, all costs will be borne by the Buyer, after delivery of the goods and completion of the relevant administrative procedures, if applicable, by the competent authorities.

5.9. The Buyer may not make any deduction from the payment or other modification in the form of a correction, settlement or set-off of debit, for any reason whatsoever. In the event that payments are not made on the established date, any amount due under the order in question or other sums due to the Company of any kind will become immediately payable regardless of the conditions previously agreed and without any formal notice.

5.10. In the event of default by the Buyer for a single due date or failure to comply with the terms of payment, the Company reserves the right, at its sole discretion and without other justification, to: (i) immediately cancel any special commercial terms and conditions granted to the Buyer; (ii) suspend or cancel without notice or compensation any orders in progress; (iii) require, for any subsequent deliveries, payment in advance (before shipment); (iv) require immediate payment of the entire balance due.

5.11. Any total or partial default by the Buyer of any of its obligations will result in the forfeiture of the term and, consequently, the Company may immediately suspend any current service or contract, and the Buyer will have the obligation to, upon request from the Company, immediately pay the amounts due for any reason. Default interests may be charged by the Company, as applicable by law.

5.12. Invoices issued by the Company are payable subject to the terms determined in the invoice, as agreed in writing with the Buyer. In the absence of said agreement, invoices will be payable within 60 days.

If the Company acquires information that the solvency of the Buyer is compromised prior to delivery or collection (as the case may be) of the goods or services, it may require full or partial payment of the price of such goods and/or services prior to delivery or collection (as the case may be) or the presentation of a guarantee for payment by the Buyer in the form deemed appropriate by the Company.

5.13. Credit notes should have the same payment terms as the regular invoices. Settlement of invoices from deducting credit notes with later due date will not be accepted. The Company will settle credits issued on the respective due dates, only if there are no overdue invoices and never before the respective due date.

5.14. If the Buyer is also a supplier, the general payment conditions must be aligned and the payment of supplier invoices

will always be limited to the non-existence of pending invoices as a Buyer.

5.15. The Company works with credit insurance policies for its customers. In the case of non-payment or payment delay, the Company is forced to inform the insurance company on the non-compliance, without any responsibilities on the direct or indirect impacts that will cause on the customer credit evaluation.

6. Title and risk

6.1. The Company expressly reserves ownership of the goods and services delivered until complete payment of the price and any other costs that may be due, regardless of the date of delivery of such goods and services. Nevertheless, the Customer accepts and declares that control of the ordered goods and services is obtained in the moment the order is confirmed in line with the procedure established in these General Conditions of Sale.

6.2. In the event of non-payment on the due date, the Company may order the Buyer to return the goods at any time, costs to which to be borne by the Buyer.

6.3. The Buyer declares and warrants that the goods subject to this retention of title shall always remain identifiable as the property of the Company, and shall therefore keep them in the same condition in which they were delivered until the date of full payment of the price.

If the Buyer resells or promises to sell the goods prior to transfer of title, Buyer shall notify the third parties involved that the goods are subject to retention of title by the Company.

6.4. Risk in respect of the goods pass to the Buyer as per the applicable Incoterm.

6.5. Notwithstanding the above, in case the Buyer purchases the Company's goods for resale, the Buyer shall be solely responsible for its commercial management and shall ship the goods to its customers at its own risk. The Buyer will be in first instance responsible for the claims, returns and retractions of the purchases of the goods and only in second instance will the Company be responsible for them. In any case, the Company recommends that the Buyer acts with prudence and common sense when interacting with other users and customers, namely considering the recommendations present in the labels of the goods. The Company shall make available all commercial and technical information necessary for the fulfillment of what has been agreed herein. However, this information shall be of a reserved nature and may not be disclosed to third parties unless authorized in writing by the Company, in writing. The Buyer's is required to read all the information made available and adequately trained to be able to offer the goods for resale.

7. Liability

7.1. The Buyer shall examine the goods upon delivery, checking whether the delivery corresponds to what has been agreed, in terms of quantity, quality and kind. The Company will not accept any claim in case of signature of the delivery note without objections by the customer, except for the existence of hidden defects, which must be notified to the Company within a maximum period of 15 days from the date of delivery of the goods, which can be done by digital means.

7.2. The Company shall not accept any liability whatsoever arising from: (i) damage caused by an improper handling of the goods (wrong dosage, form of application, storage conditions, changes in packaging, etc.) or any other factors beyond the Company's control or outside its sphere of control that could affect the quality or effectiveness of the good; (ii) damage caused by Force majeure; (iii) and, in general, any circumstance outside the direct influence of the Company and which cannot

be considered to be within the reasonable performance of the contract by the Company.

7.3. The Company's liability shall be limited to replacing the goods, or to paying the value of the defective goods, without any other type of claim being accepted.

7.4. The Company declares that the goods provided, in their original packaging, are in accordance with the agreed specifications and meet the legal requirements that may be applicable to those goods in the place of manufacture. The use of the goods, their handling and storage must meet certain requirements that are the responsibility of the Buyer. Accordingly, Buyer assumes sole responsibility for any damage caused to persons, animals, and crops and any other personal or property injury as a result of the use of the goods. Namely, but not limited to, the Company will not have responsibility for damages arising from unsuitable storage conditions, the use of inadequate processing or diffusion equipment, or lack of conformity. The same applies to use in unfavorable climatic or meteorological conditions, or if the goods used are not adapted to the nature of the soil or variety cultivated.

7.5. The Buyer shall take all necessary measures to ensure that the goods purchased from the Company are used in accordance with applicable legal and regulatory requirements and standards.

7.6. The Company's liability for any damage or loss caused by breach of contract or violation of a legal provision is in any case limited to the price paid by the Buyer for the goods or services that caused the damage or loss in question. Namely, the Company shall not be liable to Buyer under these general conditions or any contract or order for any loss of profits; loss of actual or anticipated profits; market losses; loss of contracts; loss of goodwill or reputational damage; loss of anticipated savings; loss of, damage to or corruption of data; indirect or incidental loss or damage of any nature whatsoever, regardless of the manner in which it occurs and whether such loss or damage was foreseeable or anticipated by the Company and the Buyer or results from or is caused by a breach of contract, tort, breach of statutory provision or otherwise.

7.7. The warranty term for goods purchased by the Buyer shall be as set out on the packaging of each good or as agreed by the Company and the Buyer in writing.

8. Waste and environment

8.1. The Buyer shall be solely responsible for the handling, storage, transportation and delivery of packaging waste or used packaging for environmental management, in accordance with applicable laws and regulations at the place of delivery.

9. Force majeure

9.1. The Company is released from the consequences of non-performance of one or more of its commitments or obligations if such non-performance is due to an event of Force majeure or beyond its control. Force majeure events are considered to be all events occurring independently of the Company and the Buyer that result in partial or total impediment to the performance of contractual obligations. An event is considered a Force majeure or fortuitous event, by way of example, only and in addition to those normally foreseen by legislation: (i) acts of God, including flood, earthquake, windstorm, plague, epidemic, pandemic, cyclone, typhoon, hurricane, tornado, blizzard, volcanic activity, landslide, tidal wave, tsunami, damage or destruction by lightning, drought or other natural disasters; (ii) explosion, fire, or destruction of machines, equipment, factories or of any kind of installation or building; (iii) break-down, mechanical difficulties or failure of equipment, machinery,

pipelines, storage facilities, loading facilities, transport, (including vessel, barge, rail or truck transport), telecommunication or any utility service, including electric power, gas or water; (iv) inability to obtain energy, power, utilities (including electric, gas or water), raw materials, labor, transportation or facilities; (v) interruption of transportation or pipelines or closure or disturbance of international trade routes; (vi) war (whether declared or not), armed conflict or the serious threat of same (including hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, imposition of sanctions, breaking off of diplomatic relations or similar actions; (vii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; (viii) acts of terrorism, sabotage or piracy; (ix) nuclear, chemical or biological contamination or sonic boom; (x) compliance with any Law or government order, rule, regulation or direction, or any action taken by a government or public authority (whether lawful or unlawful), curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization, imposing an embargo or sanctions, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (xi) loss at sea or extreme adverse weather conditions (such as iced seaways); and (xii) general labor disturbance such as but not limited to boycott, strike or lock-out, go-slow, occupation of factories and premises. If, due to Force Majeure events, the Company or any of its Affiliates does not have sufficient stock to meet all its commitments, the Company may allocate available stock among customers at its sole discretion in a manner it deems to be fair, equitable, and reasonable considering its internal needs, needs of its Affiliates, and its regular customers, and such allocation shall be binding on all parties.

9.2. Further, in the unforeseen event of significant variations in production costs or other costs that affect the final price, the Buyer accepts as of now that the Company may request a price revision. By way of example, the following may give rise to price revision: changes in the price of raw materials, changes in Buyer's duties, changes in exchange rates, changes in rules, laws and/or regulations. In the absence of an agreement between the parties within 30 calendar days of the request for review or any other term agreed in writing between the parties, the Company shall have the right to cancel the unfulfilled Buyer's orders, via a registered letter with acknowledgment of receipt and a notice period of 30 calendar days, without such termination giving rise to any right to compensation of any kind. If a Force Majeure event continues for a period of more than three (3) months, the Company may thereafter terminate any order or contract by giving ten (10) business days written notice to Buyer. Such termination shall be without prejudice to the rights of the parties in respect of any breach of contract occurring prior to such termination.

10. Intellectual property rights

10.1. Buyer may resell goods delivered by the Company only under the intellectual property rights, brand, trade name and specifications under which they were delivered. Buyer agrees to comply strictly with all directives and instructions of the Company regarding the use of its trade names, trademarks and other intellectual property rights.

10.2. The Buyer is not authorized to reproduce, exploit or represent, even partially, the trademark or any other intellectual property right of the Company. No license of any type is given. Any reproduction, for example on advertising media, requires

the written consent of the Company.

The Buyer is obliged to offer, supply and/or sell the goods delivered by the Company in their original packaging and to comply with all applicable laws and regulations.

11. Confidentiality and personal data

11.1. All information exchanged or otherwise transferred between the Company and the Buyer shall be treated as confidential, not be disclosed to any third parties and only exploited commercially for the purposes and within the scope of the contract, according to these general conditions of sale.

11.2. A party may nevertheless make such information available to third parties provided that the information was already known to that party at the time the information was received, or that the information is or becomes part of public domain other than through a fault of either of the parties, or is rightfully received from a third party without an obligation of confidentiality or it is necessary due to applicable laws and regulations.

11.3. Information may be disclosed to third parties to the extent necessary for execution of the contract, provided that the receiver of such information shall be bound by a confidentiality obligation similar to this condition.

11.4. The obligations in this clause shall survive the expiry/termination of any contract and shall remain in force for eight (8) years after any such expiry/termination.

11.5. In compliance with data protection regulations, the Buyer's personal data will be processed under the responsibility of the Company in order to carry out the management, execution, maintenance and control of the contractual relationship and the fulfillment of its respective legal obligations. The processing of the data is necessary for the purposes indicated above and the legitimate interests are: (i) the conclusion, execution, fulfillment and control of the contractual relationship; (ii) the existence of a legitimate business interest consisting in the execution of this contract; (iii) compliance with legal obligations; (iv) own databases; and (v) sending advertising and/or promotional actions of any kind. Personal data will only be communicated to competent authorities in the exercise of their functions or to third parties when this is necessary for the execution of the contract. Personal data will be processed during the performance of the contract and thereafter for a period of 6 years after the termination of this contract, for the sole purpose of complying with any applicable law, unless, exceptionally, a longer statute of limitations period for any legal or contractual actions applies. The Buyer also accepts the Company Privacy Policy, available at <https://www.rovensa.com/privacy-policy/>.

11.6. The holder of the personal data may exercise the rights of access, rectification, opposition, erasure, portability, limitation of processing, the right to oppose processing based on automated decisions and any other rights recognized by law, with respect to the processing for which each party is respectively responsible, by writing to the Company via letter addressed to its headquarters to the attention of Rovensa DPO or via email - dataprotection@rovensa.com.

12. Miscellaneous

12.1. The Buyer shall neither re-package nor re-label the goods, unless otherwise agreed in writing with the Company in advance of any contract being formed. In such case, the Buyer shall always act in good faith, namely being solely responsible for complying with all laws and regulations applicable to the sale in the market of the goods; complying with the Company's directions and ensure that the new labelling or packaging complies with applicable law and does not adversely affect any characteristics of the goods; not permitting any contamination or

adulteration of goods during repackaging; being solely liable for such goods; and will indemnify and hold the Company harmless for any loss, damage or injury to persons, the environment or property concerning that can occur in case of contamination or adulteration.

12.2. The Buyer may not delegate, subcontract or assign, in whole or in part, its rights or obligations granted to it in these general conditions or in any quotations, orders or contracts entered into with the Company, either to third parties or to other affiliated companies, without the written consent of the Company.

12.3. The Company may, by simple written notification to the Buyer, delegate, subcontract or assign, in whole or in part, its rights or obligations granted to it in these general conditions or in any quotations, orders or contracts entered into on the basis thereof, either to third parties or to other associated companies, without requiring any written consent of the Buyer.

12.4. The Buyer agrees in advance to cooperate with any delegation, subcontracting or assignment of rights or obligations.

12.5. If any provision (or part thereof) of these conditions is held to be illegal or unenforceable, such provision (or the relevant part thereof) may be omitted from the rest of the general conditions; the remaining provisions of the general conditions shall, however, remain applicable.

12.6. Any failure or delay in exercising a right or prerogative of either party shall not be construed as a waiver of such right or prerogative. Exercising, in whole or in part, a right or prerogative does not impede the exercise of the same in a different manner or in the future. Buyer agrees to reduce to one year the statute of limitations on any legal action initiated in connection with the performance of an order, or, at least, if such limitation is not permitted by applicable law, to the shortest period allowed by said law.

12.7. For the duration of and in connection with the business relationship with the Company, the Buyer, as well as its directors, officers, affiliates, other legal representatives and employees shall comply with applicable anti-corruption laws and in particular neither directly nor indirectly give, offer or promise payments to third parties nor demand, accept or accept promises of payments from third parties, to the extent that these payments violate applicable anti-corruption laws; further being aware of the Company's commitment to act in an ethical and socially responsible way, adhere to international standards on human rights, environmental protection and appropriate working conditions, including the prohibition of child labor; and the, generally, the adoption of strategies aimed at reducing the environmental impacts of operations.

12.8. The Buyer represents and warrants that it (a) has adopted an anti-money laundering compliance program that satisfies the requirements of all applicable laws and regulations; and (b) will notify the Company promptly if an internal inspection or an inspection by the appropriate regulatory authorities of its anti-money laundering compliance program identifies any material deficiency and will promptly remedy any material deficiency of which it learns.

12.9. The Company recognizes and respects the importance of environmental conservation, the rights of indigenous communities, and the protection of indigenous lands. We are committed to operating in an environmentally responsible manner and upholding ethical standards throughout our supply chain. We strictly adhere to all applicable laws and regulations, including those related to land use, deforestation, and indigenous rights. We maintain a zero-tolerance policy towards any form of

illegal deforestation, land encroachment, or human rights abuses. These measures to ensure the integrity of our supply chain are essential to us. But it is important to note that sourcing materials and goods involves multiple stakeholders and complex networks, implying risks the Company looks to minimize against the most stringent standards. By sharing this disclaimer, we aim to provide transparency and emphasize our commitment to responsible business practices. We encourage our stakeholders, including customers, to join us in our efforts to create a more sustainable and equitable future.

12.10. For the purposes of this General Conditions of Sale "Affiliate" is understood to mean with respect to the Company or the Buyer, as applicable, any organization or other legal entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified person. Control means, in respect of any person that is not an individual, holding or controlling, directly or indirectly, the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, rights to appoint or remove a majority of its board of directors or equivalent management body, by contract or otherwise, and references to "Controlled" shall be construed accordingly. Further, the Rovensa Companies are, as applicable, the Rovensa Company that issues the invoice these General Conditions of Sale apply to, Ascenza Agro, S.A., Trade Corporation International, S.A.U., Idai Nature, S.L., Oro Agri Europe, S.A. and its Affiliates.

13. Jurisdiction and applicable law

13.1. The contract and these general conditions shall be interpreted in accordance with the law of the Company's headquarters location, unless otherwise provided by other applicable terms and conditions or agreed in writing between the Company and the Buyer. Should any discrepancy or dispute arise, the parties waive any other jurisdiction and submit to the Courts of the jurisdiction of the Company's headquarters, unless otherwise provided by other applicable terms and conditions or agreed in writing between the Company and the Buyer.

LOCAL ADAPTATIONS

Export laws. USA export laws as contained in the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") are applicable to any controlled technical data provided.

Any such controlled technical data is not to be placed in the public domain, exported from the USA, or given to any foreign person in the USA, without the prior, specific written authorization of the disclosing party, the USA Department of State or the USA Department of Commerce, as applicable.

Warranty. The Company warrants to the Buyer that the goods sold by the Company to the Buyer at time of delivery to common carrier or pick-up by the Buyer shall be (i) properly labeled in accordance with applicable law, (ii) fit for their intended use, and (iii) free from liens or security interests. All other warranties, express or implied, are hereby disclaimed. The foregoing warranty shall not apply to goods damaged after they leave the Company's facility, whether in shipping or otherwise. All warranty claims must be made by the Buyer to the Company within 15 days from date of delivery. The warranty above is a limited warranty, and is in lieu of all other warranties, express or implied.

THE BUYER AGREES THAT THE COMPANY'S LIABILITY AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY KIND UNDER THIS AGREEMENT OR RELATING TO GOODS USED OR SOLD BY THE BUYER SHALL BE (A) THE REPLACEMENT OF THE DEFECTIVE GOODS, OR (B) A REFUND OF THE PRICE ALLOCABLE TO THE DEFECTIVE GOODS IF THE COMPANY IS UNABLE TO EFFECTIVELY REPLACE THEM IN A REASONABLE TIME AFTER USING ITS REASONABLE EFFORTS. UNDER NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY WHATSOEVER TO THE BUYER, CUSTOMERS OR AGENTS FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES, NOR SHALL THE BUYER BE ENTITLED TO OBTAIN INJUNCTIVE RELIEF AGAINST THE COMPANY FOR ANY REASON WHATSOEVER.

Import Documentation. The Company shall be responsible for obtaining all licenses and permits and for satisfying all formalities as may be required to import the goods sold to the Buyer into the United States of America in accordance with then prevailing laws or regulations.

Indemnification. The Buyer shall defend, reimburse, indemnify and hold the Company, its officers, directors, employees, agents and other representatives, and any of such parties' successors and assigns, harmless against any and all claims, losses, damages or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts, errors or omissions of the Buyer or Buyer's customers, or their respective directors, officers, employees, or agents, including but not limited to: (a) breach of any of the provisions of the contract and these general terms and conditions; (b) errors, omissions, negligence or other tortious conduct in connection with the use, disposal, marketing, distribution or sale of the goods sold to the Buyer; (c) representations or statements or alterations or integrations to the goods sold by the Company to the Buyer not specifically authorized by the Company in writing; and (d) violations of applicable federal, state, or local laws, orders, regulations or ordinances in the United States of America.

Headings. Any headings used herein are for the convenience of the Parties in reference only and are not part of these terms and conditions, and shall not, in any way, affect the interpretation of these the contract with the Buyer or these terms and conditions.

Third Party Beneficiaries. There are no, and the Company and the Buyer do not intend there to be, any third-party beneficiaries to any contract entered into with the Buyer.

Relationship of the Parties. The relationship of the Company and the Buyer under any contract between such parties is that of vendor and vendee only, and each party's rights with respect to each other shall solely be governed by the terms of the contract and these terms and conditions and not by any implied duties at law or in equity. These terms and conditions or the contract do not make either party the employee, agent, partner or legal representative of the other for any purpose whatsoever, and no party shall ever be deemed to have any such relationship with any other party without the unambiguous and express written consent of such other party. Neither party shall be considered a fiduciary of the other, nor shall any party have any confidential or other special relationship with the other, except as expressly set forth in the contract or these terms and conditions. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of any other party.