

01<sup>st</sup> April 2020

GENERAL PURCHASE-SALES CONDITIONS INVERAFRUT HOLLAND.

1. Definitions:

- a. "Buyer" means the organization or person who buys Goods from the Seller
- b. "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing or email by the seller
- c. "Load date" means the date specified by the buyer when the goods are to be loaded
- d. "Price" means the price set out in the list of prices of the Goods maintained by the Seller as amended from time to time or such other price as the parties may agree in writing plus such transportation, packing, insurance or other charges or interest on such as may be quoted by the Seller or as may apply in accordance with these conditions
- e. "Seller" means Inverafrut Holland, B.V., 545 ABC Westland, 2685 DG, Poeldijk, The Netherlands

2. General

- a. These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, order confirmation or similar document.
- b. Acceptance of load or delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- c. Any variation to these Conditions (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed in writing by the Seller.

3. Price and Payment

- a. In case of a first container is the subject of the deal, this order must be covered 100% in advance against electronic documents to guarantee to the buyer he will receive what has being agreed.
- b. In case of spot sale is the subject of the deal, this order must be covered 100% in advance against the sales order/invoice to guarantee to the buyer he will receive what has being ordered and can collect the good in the stated address.
- c. Payment of the Price is strictly cash by transfer to the bank account:

**Bank Details Company:** INVERAFRUT HOLLAND B.V.

**Bank:** Rabobank Westland

**Account Number:** NL98 RABO 0310 6440 89

**Swift Code:** RABONL2U

With the term payment condition established on the invoice send by the seller

**Inverafrut México**

"Torre Centro Mayor Xalapa"  
Av Principal No 4 Int 27 A  
Col Pastoresa, Xalapa, Veracruz  
CP 91198

**Inverafrut Holland BV**

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**Inverafruit USA LLC**

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**Inverafrut UK**

Innovation Centre  
Gallows Hill, Warwick  
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- d. The invoices could also be on overdue in the case that the total amount of them will reach the 25,000€ or above that.
- e. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due interest to accrue from day to day until the date of payment at rate of 2% per annum.
- f. The Seller reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- g. If payment of the Price or any part thereof is not made by the due date, the Seller shall be entitled to
  - i. require payment in advance of delivery in relation to any goods not previously delivered.
  - ii. refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.
  - iii. terminate the agreement.
- h. In case of an applicable complaint described on clause 4.a, the seller and the buyer may agree by writing or email that in the next sales of goods, the seller will discount the amount of the agreed quantity by each part, caused by the bad quality of the goods to the buyer.
- i. All internal costs made by the Seller related to the collection of the invoices and/or determining the loss and liability and/or the collection of damages, including but not limited to the actual costs of attorneys, bailiffs, experts and translators incurred by the Seller, are from the buyer side.
- j. The price should be agreed through official communications such as email to ensure the conditions and payments therefore the proposed scheme has to be clear and valid for each party involved on the transaction, just if the subject is a full container must be reviewed:
  - a) Commercial conditions and payment terms.
  - b) Details of packing, estimated departure (ETD) and estimated arrival (ETA).
  - c) Packing List – may slightly be different from the desired.
  - d) Specifications for the final product.
- k. If the buyer does not comply at all in the stated terms of the transaction and even after the first reminder reincides over the same conditions the seller will reserve the right to change the documents or destination of the load to protect the goods.

4. Inspection and complaints:

- a. The buyer has two days after delivery on its Storage to inspect the Goods or have them inspected, in the sense that the buyer will thoroughly and accurately determine whether the Goods comply in full of the Agreement, more in particular:
  - i. Whether the correct Goods have been delivered
  - ii. Whether the delivered Goods comply both internally and externally with the quality requirements that may be imposed for normal use and/or commercial purposes
  - iii. Whether the delivered Goods comply in terms of quantity (number, amount, weight) with what the Parties have agreed.

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- b. If the load does not comply with the described agreements on clause 4.a, the buyer must inform to the seller on the time of one day after inspection referred on clause 4.a to the seller and may send:
- Precise description of the nature of the complaint
  - Photographic evidence.
  - Quantification of the complaints.
  - Reference to the Sales Order send by the seller.
- c. Seller must accept to apply clause 3.h on the next loads in case of an applicable complaint.
- d. If it appears that a complaint is unfounded, all internal and external costs made by the Seller within the context of the handling of the complaint will be for the buyer side.

SINCERELY

INVERAFRUT HOLLAND B.V.  
Mrs. Salvia Adriana Melchor Munoz  
Owner and CEO

Name of Company (buyer) \_\_\_\_\_

Name of Sales Rep./Man. Director \_\_\_\_\_

Signature of Sales Rep./Man. Director \_\_\_\_\_

Date of Signature \_\_\_\_\_

Seal of The Company \_\_\_\_\_