

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS

### 1. GENERAL

- 1.1** This document sets out the general terms and conditions for the supply of products ("GTC") by Seller to Buyer and shall exclusively apply to and govern all sales between the Seller and Buyer (also referred to, together as "Parties" and, individually, as "Party"). Buyer's terms and conditions or any other similar documents (e.g. preprinted or standard terms on any purchase orders, quotations, invoices, acknowledgments) shall not be applicable, irrespective of whether Seller (a) has expressly rejected them or not or, (b) having knowledge of such other terms, accepts payment from Buyer and/or performs the delivery of the products ("Products") to the Buyer.
- 1.2** The specific commercial conditions for the sale of Products ("Commercial Conditions") shall be agreed upon between the Parties either (a) in an individual supply agreement ("ISA"), or (b) by means of a purchase order ("Order") issued by Buyer and expressly confirmed and accepted by Seller in writing, via e-mail or any other electronic means of communication (including electronic opt-in).
- 1.3** These GTC shall apply (a) upon execution by the Parties of an ISA, or (b) upon Buyer's acceptance (including confirmation in writing, via e-mail or any other means - electronic opt-in and tacit acceptance) of these GTC, alone or together with Commercial Conditions ("Contract"). ISA and Contract shall each be referred to as an "Agreement" in these GTC.
- 1.4** These GTC shall be incorporated into each Agreement and constitute an integral part thereof, and shall be applicable to all Agreements as well as offers ("Offers") made by Seller to Buyer and Orders issued from Buyer to Seller, and the provisions of these GTC shall supersede any previous terms and conditions concluded by the Parties. In the event of a conflict between the GTC and an Agreement, the terms of the Agreement shall prevail.
- 1.5** These GTC shall remain valid during the term of the Agreement ("Term"), or for a period of five (5) years from the conclusion of the Agreement, whichever period is longer.
- 1.6** The Commercial Conditions agreed upon in each Agreement shall be binding for the Parties and valid only during the Term.

### 2. SELLER AND BUYER

- 2.1** For the purposes of these GTC, "Seller" can be any parent company, affiliate or subsidiary within the Citrosuco group ("CITROSUCO"), and "Seller" may include one or more of the following (as applicable): (i) Citrosuco NL B.V., acting through its branch, Citrosuco NL B.V. Austrian Branch; (ii) Citrosuco SA Agroindustria; (iii) Citrosuco North America Inc.; (iv) Nippon Fruit Juice Co.; (v) Citrosuco Australia PTY LTD; and (vi) Citrosuco (Shanghai) Co., Ltd. CITROSUCO may, at its sole discretion, delete, replace or include a Seller into these GTC, upon written notice to Buyer.
- 2.2** Seller and Buyer will be both specified in the Agreement.
- 2.3** No other company referred to in clause 2.1 shall be jointly and/or severally liable for the company indicated as Seller in the Agreement, and Seller shall not be jointly and/or severally liable for any other company referred to in clause 2.1.

### 3. INDIVIDUAL SUPPLY AGREEMENT

- 3.1** From time to time, Seller and Buyer may enter into one or more ISA(s) to establish specific Commercial Conditions for the sale of Products.

- 3.2** Each ISA shall be executed upon the moment of signature by the Parties or upon Buyer's acceptance of the ISA in writing, via e-mail or any other electronic means of communication (including electronic opt-in) and remain in force during its Term.

### 4. ORDERS

- 4.1** During the Term of the Agreement (being an ISA or other Contract agreed by the Parties), Buyer may issue one or more Orders in writing, via e-mail or any other electronic means of communication (including electronic opt-in), to request Product from the total volume agreed to in the corresponding Agreement ("Total Volume").
- 4.2** Each Order shall be issued with the following minimum information: (i) estimated volume to be purchased (within the Total Volume agreed upon in the Agreement); (ii) forecast for delivery dates and (iii) points of delivery.
- 4.3** When the Total Volume is agreed to be delivered at more than one delivery date (installments), Parties shall agree on a monthly forecast with distribution of the Total Volume as evenly as possible.
- 4.4** Seller's Offers are subject to Buyer's acceptance of these GTC. Seller's Offers are non-binding unless they have been expressly designated as binding by Seller.
- 4.5** All Orders issued by Buyer are subject to express confirmation and acceptance by Seller in writing, via e-mail or any other electronic means of communication (including electronic opt-in). No Order shall be deemed accepted by Seller without such a confirmation.

### 5. DELIVERY TERMS

- 5.1** Product shall be delivered in accordance with the Incoterm specified in the Agreement.
- 5.2** Transport costs, risk of loss and damage to Product shall all be in accordance with the Incoterm specified in the Agreement.
- 5.3** In all instances, title of Product shall pass to Buyer at the same time as risk of loss and damage to Product passes to Buyer.
- 5.4** If Buyer is responsible for customs clearance, according to the Incoterm specified in the Agreement, then Buyer shall pay, or reimburse Seller, promptly, for all demurrage and detention charges on any Product not cleared for import within the allotted "free time" provided by the port or shipping company.
- 5.5** Buyer hereby agrees to comply with Seller's directions for transport and proper storage of the Products, when applicable.
- 5.6** In case of breach of any obligations related to transport, customs clearance or storage, directly or indirectly, caused by Buyer, Seller shall be indemnified by Buyer from and against any third-party claims arising in connection with such breaches. Buyer shall also assume all related damages, costs and expenses incurred by Seller in connection therewith.  
Seller will deliver the Products ordered by Buyer in accordance with the delivery dates specified in the Order, provided the latter is expressly confirmed and accepted by Seller in writing, via e-mail or any other electronic means of communication. The Orders shall be issued by Buyer within the Term of the corresponding Agreement and deliveries will only be performed by Seller within this Term.
- 5.7** Seller reserves the right to, provided Buyer is previously informed, reschedule the delivery dates according to Product availability. If Seller is unable to perform deliveries within the agreed delivery dates, Buyer shall

set Seller sixty (60) days grace period to remedy this default ("Grace Period"). If Seller doesn't deliver until expiry of the Grace Period, Buyer shall be entitled to cancel the delivery, and Seller shall return to Buyer any advance payment made for such volume unperformed. Seller shall not be considered in default of delivery before the expiry of the Grace Period.

- 5.8** Seller shall have the right to, in its sole discretion, accept or reject any Orders if the volume requested in such Orders is above the Total Volume or any other (monthly) agreed volumes (if deliveries are in installments), or if no volumes of Products are agreed.
- 5.9** Buyer shall be obliged to take any agreed Total Volumes and any other agreed volumes of Products from Seller at the agreed delivery dates, and Buyer shall pay to Seller the full amount for the Products. This shall be a material obligation of Buyer, and time is of the essence.
- 5.10** Buyer may not postpone, or anticipate new, delivery dates without Seller's prior written consent.
- 5.11** If Buyer does not take the agreed volumes of Product within the agreed delivery dates (*no show*), Seller shall have the right to, upon seven (7) days' notice to Buyer, cancel the corresponding volumes of Product and part of the contract as well as the delivery, and reallocate the volume of Product at its sole discretion to other customers, without incurring any default or liability to Buyer. Seller's other rights and claims shall remain unaffected.

## **6. COMMERCIAL CONDITIONS ADJUSTMENT**

- 6.1** Seller reserves the right to adjust the agreed Commercial Conditions (including adjustment of prices, agreed volumes and Total Volumes) in its equitable discretion, provided Buyer is previously notified with 30 (thirty) days' notice in advance, if extraordinary events beyond Seller's reasonable control occur and lead to increased costs and/or reduced Product availability ("Extraordinary Events"). With respect to the adjustment of prices, Extraordinary Events include, without limitation, (a) an increase of raw material prices, logistics or energy costs or labor costs or wages, leading to an increase of Seller's production or delivery costs of three percent (3%) or more and/or (b) an increase of production or delivery costs of Seller of three percent (3%) or more due to a change in applicable laws and regulations, Force Majeure (as defined in clause 9.1) or the imposition or increase of tariffs or customs. With respect to the adjustment of agreed volumes and Total Volumes, Extraordinary Events include, without limitation, (a) a shortage of raw materials or shortage of logistics and/or labor capacities, and/or (b) reduced product availability due to Force Majeure (as defined in clause 9.1); in the case of an adjustment of agreed volumes or Total Volumes, clause 9.4 shall apply accordingly.

## **7. TERMS OF PAYMENT**

- 7.1** Buyer shall pay the price specified in the issued invoices and according to the payment term agreed in the Agreement. Payments shall be made by transferring the funds to a designated account by Seller, and Buyer shall bear any bank fees related to the payment and transfer.
- 7.2** Buyer shall have no right of set-off or withholding, and no deduction of any amounts due from Buyer to Seller shall be made without Seller's prior written approval via e-mail or any other electronic means of communication, unless such claims are undisputed or have been finally determined by a court. No obvious clerical error in the documents shall entitle Buyer to reject or delay payment. The time of payment shall be of the essence. In the event

Buyer fails to pay any invoice on the due date, Buyer shall be subject to the payment of late payment interest of thirteen percent (13%) per year, calculated "pro rata die".

- 7.3** In addition to clause 7.2, in the event Buyer fails to pay any invoice on the due date, Buyer shall be subject to the payment of a (non-compensatory) fine (penalty) of two percent (2%), calculated on the basis of the amount due and unpaid on the due date.
- 7.4** In the event Buyer delays payment of any invoice, Seller reserves the right to, upon seven (7) days' notice to Buyer, (i) withhold deliveries of already accepted Orders and agreed volumes and Total Volumes, and (ii) reject new Orders, until payment is received by Seller.
- 7.5** When the purchase of Product by Buyer is dependent on credit insurance, and Buyer has no valid or approved credit limit, Seller reserves the right to reject any Orders and/or withhold any deliveries of accepted Orders until further regularization or approval of such credit coverage.

## **8. SPECIFICATIONS, PRODUCTION AND WARRANTIES**

- 8.1** Unless set forth otherwise in these GTC, Product shall comply with the specification (e.g. brix, ratio and/or vitamin C) agreed by the Parties in the Agreement.
- 8.2** In the event of "Slight Variations", i.e. conditions (e.g. excessive rains, drought, flood, environmental conditions, vagaries of nature, or harvest-related deviations) affecting Product's specification (e.g. brix, ratio and/or vitamin C), without affecting Product's quality and without affecting the delivery of the agreed volumes, Seller shall inform Buyer about this occurrence, and Buyer shall have the right to: (i) accept the Product as compliant, constituting a waiver to any complaint or claim in this regard, including any claim that the Product is not compliant; or (ii) refuse acceptance, in which case Parties shall use their best reasonable commercial efforts to agree on a suitable solution that is acceptable to both Parties. Further claims of Buyer in connection with Slight Variations are excluded; Products impacted by Slight Variations shall not be considered as defective.
- 8.3** In any event, Seller's obligation shall be limited to deliver its own produced Product, and Seller shall not be obliged to source the Product elsewhere.
- 8.4** Buyer shall inspect the Products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or other defects) and shall notify (alleged) defects to Seller, in written or via e-mail or any other electronic means. Obvious defects shall be notified to Seller without undue delay after the inspection; hidden defects shall be notified without undue delay after being discovered. Buyer shall specifically describe the (alleged) defect in the notification.
- 8.5** Buyer's failure to provide Seller with notice as provided in the previous clause, shall constitute a waiver by Buyer of all claims for defects and all other claims of Buyer with respect to such Products.
- 8.6** If Buyer claims that a Product is defective, Buyer shall provide proof of the alleged defect and Seller shall be entitled to verify the existence and extent of any such alleged defect in the Product. Buyer must store the Product properly until Seller has had the opportunity to verify the existence of any alleged defect.
- 8.7** If the Product delivered pursuant to the Agreement is confirmed as defective, Seller may replace the defective Product ("Subsequent Performance") within reasonable

time. If Seller's Subsequent Performance is not performed within a reasonable grace period set by Buyer, Buyer may cancel the respective contract, and Seller shall refund any advanced payment made for the defective Product, if any. In any case, however, Buyer shall not be entitled to reduce the price.

- 8.8** Seller shall not be liable for, and shall have no obligation for remedy in the case of any defects caused by Buyer, its affiliates or any third party not acting on behalf of Seller, due to (i) unsuitable or improper use of the Products, particularly in the event of a violation of applicable statutory provisions, standards of professional or industrial associations, safety standards or recognized rules of technology; (ii) co-mingling or co-manufacturing of the Product with any other product not supplied by Seller; (iii) improper storage, cooling/refrigeration, custody, use and/or transport of the Product or any other faulty handling of the Products; or (iv) breach of applicable laws or food safety regulations.
- 8.9** Seller makes no other warranties or representations to Buyer or any other person of any kind, whether express or implied, with respect to Product's quality, condition, fitness for purpose or description, other than those expressly set out in these GTC or in the Agreement. Buyer's further claims for defects of any kind are excluded, without prejudice to any claims for damages, which shall be subject to the provisions of clauses 9 and 14.
- 8.10** If Buyer wrongly asserts claims for defects (e.g. if the Products are actually not defective), Seller may charge Buyer the reasonable costs incurred by Seller in this connection. The same shall apply if Seller wrongly grants claims for defects without being obliged to do so.
- 8.11** The limitation period for claims for defects shall be one (1) year commencing upon delivery of the Products to Buyer. This does not apply in the cases of clause 14.1.

## **9. FORCE MAJEURE**

- 9.1** Parties shall not be liable for any damages, and shall have no obligation to perform, in case of an event of Force Majeure ("Force Majeure"). "Force Majeure" means: (a) acts of god, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, hostilities, invasion, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export restriction, quota or prohibition; (f) any general labor or trade disputes, strikes, industrial action or lockouts; (g) destruction of Seller's fruit production groves by any disease; (h) adverse weather (including but not limited to drought, rainfall surplus or ice), environmental conditions, vagaries of nature, harvest-related deviations affecting the quality, the production and/or delivery of the agreed volumes; or (j) any other similar event beyond the reasonable control of the Party so affected. For the avoidance of doubt, Slight Variations do not constitute Force Majeure.
- 9.2** Should a Party's performance of its obligations under the Agreement be prevented, whether partially or totally, by Force Majeure, the affected provisions of the Agreement shall be suspended until Force Majeure ceases. This shall also apply if the Force Majeure arises at a point in time at which the Party affected by Force Majeure is in default. That Party will serve a notice to the other Party without undue delay informing the other Party about the

commencement and the anticipated end (if possible) of any such event of Force Majeure.

- 9.3** If the Force Majeure continues for 90 (ninety) consecutive days, then each Party shall have the right to terminate the Agreement, as set out in clause 15.3.
- 9.4** In case Force Majeure affects Seller's supply stock, Seller may allocate its available volume of Products among its purchasers and/or among its own departments, divisions and affiliates, in such manner that, in Seller's equitable discretion, is proper and fair. In such case, Seller shall not incur in any liability on account of the method of allocation determined, its implementation or for failure to perform the Agreement.
- 9.5** Force Majeure applies accordingly, if an event existed before the conclusion of the Agreement and expanded after the conclusion of the Agreement, regardless of whether the causes and (potential) effects of such reoccurring Force Majeure were known at the time of conclusion of the Agreement.
- 9.6** Buyer's performance of payment obligations hereunder shall not, to any extent, be excused due to the occurrence of a difficulty that is occasioned only by financial difficulty or economic hardship, even to the extent said difficulty results in Buyer's insolvency or bankruptcy. Clause 15 shall remain unaffected.
- 9.7** Clause 6 shall remain unaffected.

## **10. RESTRICTIVE COVENANTS**

- 10.1** Buyer acknowledges that the Product supplied by Seller shall be used by the Buyer with the sole purpose and exclusively to manufacture Buyer's own products. The Buyer shall not resell or distribute the Product, as bought from Seller to its own customers and/or any other third parties without express previous written authorization from the Seller.

## **11. SANCTIONS COMPLIANCE CLAUSE**

- 11.1** Seller complies with all UN, U.S., UK, EU, and Brazilian economic sanctions laws (the "Sanctions Laws") relating to transactions with countries, persons and entities in respect of which restrictions are imposed by law ("Restricted Countries, Destinations, Persons or Entities").
- 11.2** Buyer represents and warrants that it and its affiliates are not subject to (i.e. not being designated entities or persons within the meaning of) the Sanctions Laws. Buyer shall (i) indemnify and defend Seller from and against any third-party claims in the event of a breach by Buyer or its affiliates of the Sanctions Laws in force at the date of the Agreement or which subsequently come into force during the period of performance of the Agreement, and (ii) assume all related damages, costs and expenses of Seller in connection therewith.
- 11.3** Buyer represents and warrants that the Product shall not be resold to Restricted Countries, Destinations, Persons, or Entities, and shall not be transported on a vessel or by other conveyance owned, flagged or chartered by any Restricted Countries, Destinations, Persons or Entities, if this was in breach of applicable Sanctions Laws.
- 11.4** In the event of any breach of these provisions by Buyer, Seller has at its option, the right to (i) terminate the Agreement, as set out in clause 15.2; or (ii) refuse further contractual performance and to call for the return, at Buyer's expense, of any Product thus far supplied to Buyer (with return by Seller to Buyer of any monies paid for any such Product, less any claims of Seller). Seller's other rights and claims shall remain unaffected.

- 11.5** In the event the sale of Product is made in full compliance with Sanctions Laws, but payment is not possible using normal banking channels, Seller has the right to require Buyer to make payment at its expense (Buyer to bear all bank charges, commissions, fees etc. whatsoever) in a manner which complies with all relevant Sanctions Laws.
- 11.6** Notwithstanding anything to the contrary herein, nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under any laws applicable to such Party which relate to foreign trade controls, export controls, sanction programs, embargoes or international boycotts of any type.
- 12. DATA PROTECTION**
- 12.1** The Parties undertake to comply with all applicable data protection legislation, including the EU General Data Protection Regulation 2016/679. Seller may process the personal data of Buyer's agents, representatives, staff and subcontractors, for purposes of customer/supplier management, accounting/financing, direct marketing, and compliance with laws and regulations, and to handle insurance cases. Such personal data may be communicated to Seller's subcontractors, affiliates and/or governmental authorities, and/or in the event of an incident to insurance companies.
- 12.2** In the event of an incident, Seller may be required to communicate the personal data of the Buyer's staff or (sub-) contractors to the insurance companies involved in the matter. Buyer accepts to inform its staff and/or (sub-)contractors that their personal data may be processed in such framework.
- 13. COMMITMENT OF CONDUCT, ANTICORRUPTION AND ESG**
- 13.1** The Parties agree that the obligations stipulated in the Agreement shall be performed in an ethical manner, using sound business practices and in accordance with applicable law, including but not limited to laws prohibiting commercial bribery, improper payments to public officials and money laundering (the "Anti-Corruption Laws"), as well as the Code of Conduct of Seller, available at Seller's website page and the "ESG" (Environmental, Social and Governance) commitments of Seller, available at <https://www.citrosuco.com/commitments>. The Parties warrant that their managers and employees and to their knowledge, their agents, contractors, representatives and consultants are familiar with and act in accordance with the Anti-Corruption Laws.
- 13.2** The Parties warrant that neither the Parties nor any of their director, officer, and to their knowledge, their agents, contractors or other authorized person acting on behalf of the Parties shall (i) use any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) make any direct or indirect unlawful payment to any foreign or domestic government official; (iii) make any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; or (iv) otherwise violate or be in violation of any provision of any applicable Anti-Corruption Laws.
- 14. LIMITATION OF LIABILITY**
- 14.1** Seller will only be liable to Buyer (i) if Seller acts intentionally, fraudulently or with gross negligence; (ii) in cases of injury to life, body or health; and (iii) if Seller is liable according to applicable product liability laws.
- 14.2** In all other cases, Seller's liability, irrespective of the legal basis (contract, tort, indemnifications etc.), shall be limited as follows:
- (a) Seller's liability to Buyer shall be limited to the direct and foreseeable damages, which are characteristic for such type of contracts.
  - (b) Seller shall not be liable to Buyer for loss of profits, margin and business, as well as any other indirect or consequential damages.
  - (c) Without prejudice to the limitations and exclusions of liability in (a) and (b), Seller's entire and total liability for damages, losses and indemnities under or in connection with the Agreement and the GTC, irrespective of the legal basis (contract, tort, indemnifications etc.), shall be limited to: (i) in total, per calendar year, the total net price paid by Buyer to Seller for the Products delivered in the respective calendar year in which the damaging event(s) occurred ("Liability Amount"); or, (ii) per damaging event, 50% of the Liability Amount. For the avoidance of doubt, Seller's liability under item (a) above in any case shall be limited to the Liability Amount; the Liability Amount shall apply regardless of the number of damaging events and regardless of whether the sum of the claims surpasses the Liability Amount.
- 14.3** Apart from the provisions of this clause 14, Seller will not be liable, irrespective of the legal basis (contract, tort, indemnifications etc.).
- 14.4** Seller shall not be liable to Buyer, however and in no way, if any contractual obligation is prevented or delayed by Force Majeure.
- 14.5** If and to the extent that the liability of Seller is limited or excluded pursuant to the preceding provisions, this shall also apply to the corresponding personal liability of the legal representatives, executives, employees and vicarious agents of Seller.
- 15. TERMINATION**
- 15.1** Unless stipulated otherwise in these GTC, either Party may terminate any Agreement if the other Party breaches any provision of the GTC or of the Agreement, and the breach is not corrected within a thirty (30) days grace period after receiving written notice or notice via e-mail or any other electronic means of communication of the breach, unless such grace period would be exceptionally expendable, particularly taking into account the severity of the breach or other special circumstances.
- 15.2** Either Party may terminate the Agreement at any time, in case of insolvency, declaration of bankruptcy, receivership, judicial or extrajudicial reorganization request, judicial or extrajudicial liquidation, or supervening financial incapacity of any of the contracting Parties.
- 15.3** If an event of Force Majeure continues for ninety (90) consecutive days, each Party shall have the right to terminate the Agreement by serving a notice to the other Party within the first business day after expiry of the ninety (90) days' period.
- 15.4** Notices of termination require written form in order to be effective.
- 15.5** The termination of an Agreement will not affect the validity of another Agreement, and these GTC will continue to apply with respect to any other Agreement that may be in force, and these GTC shall remain in effect until such other Agreement is expired or terminated.

## 16. ASSIGNMENT

The Agreement between Buyer and Seller is not transferable by either Party without the prior written consent or consent via e-mail or any other electronic means of communication of the other Party. However, each Party may assign the Agreement, upon notice to the other Party, if the assignment is to an affiliate or subsidiary, or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Party's assets.

## 17. AMENDMENTS

Any amendments to these GTC shall only be valid if made in writing and signed by duly authorized representatives of both Parties in order to be effective. This shall also apply to the cancellation of this written-form requirement.

## 18. CONFIDENTIALITY; NO PUBLICITY

The Parties shall (a) protect and keep confidential any information disclosed by the disclosing Party in connection with the Agreement that is identified as confidential or proprietary or that is confidential or proprietary by its nature ("Confidential Information"); (b) use such Confidential Information only for the purpose(s) for which it was disclosed and in any case only for the purpose of fulfilling its obligations under the Agreement; and (c) return all such Confidential Information to disclosing Party promptly, or destroy such Confidential Information, upon the expiration or termination of the Agreement. All Confidential Information will remain disclosing Party's exclusive property, and receiving Party shall have no rights to use such Confidential Information except as expressly provided herein. Receiving Party shall (a) not use any proprietary rights of disclosing Party or any of its affiliates in any manner; (b) issue any public announcement, written or oral; or (c) disclose any information relating to the Agreement or any other arrangement between the Parties without prior written approval or approval via e-mail or any other electronic means of communication by disclosing Party.

## 19. ELECTRONIC SIGNATURE

The signatures of the Parties via an electronic signature (e.g. via DocuSign) shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Any manual signature that is faxed, scanned or photocopied, shall, for all purposes, have the same validity, legal effect and admissibility in evidence as an original signature and the Parties hereby waive any objection to the contrary.

## 20. MISCELLANEOUS

- 20.1** The GTC together with an Agreement are the sole and exclusive statement of the Parties' understanding and agreement with respect to the transactions contemplated herein.
- 20.2** No waiver shall be deemed to occur as a result of the failure by Seller to enforce any term or condition of the Agreement.
- 20.3** If any clause or portion of the GTC or Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The Parties are obliged to replace the invalid clause or portion thereof with one which most closely reflects economically the illegal, invalid, or unenforceable clause.

- 20.4** The paragraph headings are for convenience only and shall not be used in interpreting or construing the Agreement.

## 21. APPLICABLE LAW

- 21.1** These GTC, the Agreement and all legal relations between the Parties shall be exclusively governed by and construed in accordance with the laws of:
- (i) the Federal Republic of Germany, if Seller is Citrosuco NL B.V., acting through its branch, Citrosuco NL B.V. Austrian Branch; however, the application of Sections 305 to 310 of the German Civil Code (*BGB*) shall be excluded. A review and control of the content (*Inhaltskontrolle*) of the GTC and the Agreement shall only be conducted in accordance with Sections 138 and 242 of the German Civil Code (*BGB*);
  - (ii) the State of Sao Paulo, Brazil, if the Seller is Citrosuco SA Agroindustria;
  - (iii) the State of Florida, United States of America, if Seller is Citrosuco North America Inc.;
  - (iv) of the New South Wales, Australia, if Seller is Citrosuco Australia PTY LTD;
  - (v) Japan, if Seller is Nippon Fruit Juice Co., Ltd.; and
  - (vi) the People's Republic of China (for purpose of the Agreement, excluding Hong Kong, Macau and Taiwan), if Seller is Citrosuco (Shanghai) Co., Ltd.
- 21.2** In any case, the United Nations Convention on Contracts for the International Sale of Goods (CISG) or any subsequently enacted treaty or convention shall be expressly excluded.

## 22. ARBITRATION CLAUSE

- 22.1** The following shall apply with respect to disputes:

- (i) If Seller is Citrosuco NL B.V., acting through its branch, Citrosuco NL B.V. Austrian Branch: (1) All disputes arising out of or in connection with the Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (*DIS*) without recourse to the ordinary courts of law. (2) The arbitral tribunal shall be comprised of three members. (3) The seat of the arbitration shall be Frankfurt am Main, Germany. (4) The language of the arbitration shall be English. (5) The rules of law applicable to the merits shall be governed by clause 21.1(i). The Parties expressly waive the application of Sections 305 to 310 of the German Civil Code (*BGB*).
- (ii) If Seller is Citrosuco SA Agroindustria: Any claim or dispute arising under the Agreement may only be brought in arbitration, with venue in São Paulo pursuant to the rules of the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada. Seller and Buyer each consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the Parties, the prevailing Party shall be entitled to recover damages plus reasonable costs and attorney's fees and the decision of the arbitrator shall be final, binding and enforceable in any court.
- (iii) If Seller is Citrosuco North America Inc: All disputes arising out of or in connection with these GTC and the Agreement or their validity shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three (3) arbitrators appointed in accordance with said Rules, except as those Rules

conflict with the provisions of this arbitration clause, in which case the provisions of this arbitration clause shall prevail. The Parties agree that the United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause, and further agree that the taking of evidence in the arbitration shall be governed by the International Bar Association Rules on the Taking of Evidence in International Commercial Arbitration (the "IBA Rules"). The language of the arbitration shall be English. The seat and the venue of the arbitration shall be Miami, Florida. No award or other decision of the arbitral tribunal whether substantive or procedural shall be made by less than a majority of the arbitral tribunal. The award shall grant the relief, if any, determined by the arbitral tribunal to be appropriate and may, subject to the provisions of Clause 14 – Limitation of Liability of the Agreement, direct the payment of damages, grant rescission or reformation, and direct or prohibit action by any Party to the dispute. Where appropriate, the award shall specify a time for compliance therewith. Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to the arbitration proceeding. The award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found. Judgment upon the award may be entered in any court having jurisdiction thereof. Except as the arbitral tribunal may otherwise determine in its discretion or in the case of dispute arising out of a breach or alleged breach of the Agreement, each Party to an arbitration shall bear its own costs, including the costs and expenses of its witnesses, and the Parties shall share equally the fees, costs and expenses of the arbitral tribunal and the administering authority.

(iv) If Seller is Citrosuco Australia, to the courts of the state;

(v) if Seller is Nippon Fruit Juice Co., Ltd. the Tokyo District Court or the Tokyo Summary Court shall have the exclusive jurisdiction of the first instance to resolve the dispute;

**22.2** (vi) if Seller is Citrosuco (Shanghai) Co., Ltd, in accordance with the Arbitration Rules of the Shanghai International Arbitration Center (SHIAC). The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Shanghai, China. The language of the arbitration shall be English. Documents in Chinese may be submitted, however, with translation.

**22.3** Without prejudice to the foregoing provisions, in all cases, the Parties agree that any discovery or disclosure process by which the Parties are obliged to disclose documents in their possession or control shall be excluded (include others).

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]*