

**GENERAL TERMS AND CONDITIONS OF THE CALVO GROUP FOR THE PURCHASE OF TUNA  
(BOTH PROCESSED AND UNPROCESSED TUNA) OR OTHER FISH PRODUCTS**

**1.- Definitions**

For the purposes of these General Terms and Conditions, the following terms shall have the meanings set out herein below:

**Framework Agreement:** Any agreement or contract between CALVO and the Vendor for more than one delivery of products, whether by volume, time period or any other modality whatsoever, and that comprises several sales and purchases that are determined by means of several Purchase Confirmations.

**Quality:** The quality defined by CALVO for its sales and purchases of products in accordance with the technical specifications as specified for each single contract in the Purchase Confirmation.

**Quantity:** The total number of metric tonnes or kilograms specified for each purchase in the Purchase Confirmation.

**Purchaser:** The company of the Calvo Group (CALVO) that is specified as the purchaser in the Purchase Confirmation.

**Purchase Confirmation:** The document that has been signed, whether by traditional signature or by means of electronic signature by way of the exchange of scanned signed copies or faxed copies, in accordance with the uses and customs within the sector, which set out the essential specific terms and conditions of each purchase operation, the general format of which shall be that has been approved by CALVO from time to time.

**Products:** The total round tuna, tuna loins or the products specified in the Purchase Confirmation.

**Origin:** In accordance with the general definition of the WTO (World Trade Organization), the rules of origin are necessary criteria in order to determine the national origin of a product. For the purposes of these General Terms and Conditions the term "origin" shall mean that complies, in accordance with the rules applicable to the country of import as specified in the Purchase Confirmation, with the applicable rules at the time at which the products pass through the import customs office (such as, for example, the Customs Code of the European Union and Regulations applicable to preferential origins.

**Interest Rate:** An interest rate of six per cent is established (6%).

**Penalty Interest Rate:** Double the Interest Rate.

**Vendor:** The company that is specified as the vendor in the Purchase Confirmation.

**Delivery Window:** The period (including both the initial date and final date) in which the products must be delivered by the Vendor to CALVO at the place stipulated in the Purchase Confirmation and in accordance with the rules of interpretation of the Incoterms 2010 (or any

rules that may replace them in the future) of the International Chamber of Commerce. The dates stipulated in the Contracts and Purchase Confirmations are essential terms.

## **2.- Scope of Application**

These General Terms and Conditions shall necessarily be applicable to all of the contracts that the Calvo Group (hereinafter, "CALVO") formalises for the purchase of tuna, both processed and unprocessed tuna and/or other fish products when stipulated in the corresponding Purchase Confirmation.

These General Terms and Conditions are available at the following URL:

<http://www.grupocalvo.com/wp-content/uploads/2018/03/Grupo-Calvo-Compras-Atun-230318-EN3.pdf>

## **3.- Purchase Confirmation**

It may not be interpreted that any purchase agreement has been formalised between CALVO and the Vendor unless a Purchase Confirmation exists that has been signed by the legal representatives of the Purchaser and the Vendor.

After the execution of a Purchase Confirmation by both parties, a Purchase Agreement (national or international, as the case may be) shall be deemed to have been formalised between the Purchaser and the Vendor, that must strictly comply with the terms and conditions thereof.

The negotiations and documents exchanged between the parties prior to the execution of the Purchase Confirmation shall be overridden and revoked by the Purchase Confirmation, and none of the terms thereof shall be binding upon the parties, without prejudice to the possible use thereof for interpretative purposes.

These General Terms and Conditions shall be deemed to be incorporated into all of the Purchase Confirmations formalised between CALVO and the Vendor and accordingly shall form an integral part of the purchase agreement through the Purchase Confirmation.

In the case of any contradiction between the Purchase Confirmation and these General Terms and Conditions, the terms of the Purchase Confirmation shall prevail.

## **4.- Products**

The quantity, description and specifications of the Products purchased by CALVO shall be set out in the Purchase Confirmation.

## **5.- Quantity**

The Quantity of products that the Vendor must deliver to the Purchaser must be that which is set out in the Purchase Confirmation, unless the Purchase Confirmation contains the expression "approximate quantity", in which case, the Quantity purchased is subject to a tolerance margin of three per cent (3%) of the Quantity set out in the Purchase Confirmation.

The calculation of the Quantity shall be based upon the weight of the products established at the place or at the port of shipment, of the place or port of receipt or at the destination of the products, as set out in the Purchase Confirmation, on a case by case basis. The Quantity shall be established by means of the use of a weight scale or other calibrated weight measurement device. Said Quantity shall constitute the definitive Quantity in the absence of fraudulent practices or any manifest error.

If a discrepancy of more than three per cent (3%) exists between the Quantity established in the Purchase Confirmation and the stated weight, the difference, at the election of CALVO, shall be off-set by the next purchase operation between CALVO and the Vendor or alternatively shall be adjusted at the conclusion of the operation, and in both situations, the selected option shall be confirmed by way of e-mail within the maximum period of five (5) business days following the conclusion of the operation.

The amount to be paid by the Vendor or to be paid by the Purchaser in the case of discrepancies which exceed three per cent (3%) must be paid by means of bank transfer into the current account that, as the case may be, has been designated by the Vendor or the Purchaser, at least within the period of another five (5) business days as from the conclusion of the operation, against the presentation of the corresponding credit note or additional invoice.

#### **6.- Quality**

The Quality and Technical Specifications of the Products the subject of the sale by CALVO must be as set out, as the case may be, in the Sale Confirmation.

All of the Products subject of the Purchase that do not comply with the quality and technical specifications set out in the Sale Confirmation may be rejected by the Purchaser, and the Vendor shall be held liable for direct losses and damages (and not any consequential or indirect losses or damages, such as consequential economic loss, or loss of opportunity or profits of potential or real operations with any third party whatsoever) caused by the delivery of Products that do not comply with the Quality and Technical Specifications.

In any event, the Vendor hereby warrants to CALVO that the Products, subject of the sale are:

- (a) safe and suitable for human consumption, unless the Purchase Confirmation exceptionally states that the product is not for human consumption (for example, in the case of purchases for fishmeal or products for consumption by animals). Under no circumstances shall it be deemed that the Products are for non-human consumption unless specifically stipulated in writing in the Purchase Confirmation.
- (b) In the case of unprocessed products, that the products shall be suitable for the manufacture of fish conserves in accordance with the applicable Spanish or international regulations and the Codex Alimentarius of the FAO (<http://www.codexalimentarius.org/>) and that the products are free from any defect or deficiency.

- (c) The products must comply with the national regulations applicable in the country of the Purchaser and are able to successfully pass any health or food safety inspection or test in the country of the Purchaser (unless the Purchase Confirmation states a different destination country, in which case said requirements for said country must be complied with), or any customs inspection, and must comply with the instructions, rules and regulations of the country or place of importation.
- (d) Furthermore, in the case that the Purchase Confirmation stipulates that the Products shall be suitable for a specific purpose, the Vendor must supply said products in order that they are suitable for said purposes.
- (e) The products comply with all legal food and customs traceability requirements as set out in **Annex I**.

### **7.- Inspection**

a.- CALVO shall be entitled to send its own inspectors or independent inspectors to the factory of the Vendor or to the place of processing, storage and/or delivery of the products in order to verify and supervise the processing, manufacture, storage, shipping and the delivery of the products, as well as to take samples thereof during any of the foregoing phases, as well as during the unloading and transfer of the products. The Vendor must provide said inspectors with all of the necessary assistance for the performance of their functions. In turn, the inspectors must adhere to the rules regarding occupational hazards and health and safety in the workplace, warehouses or ports the subject of the inspection visit thereof.

b.- The determination of the quality of the products shall not be considered to be the final quality until the products have reached their destination, unless otherwise stipulated in the Purchase Confirmation.

c.- The Vendor shall be entitled to send its own inspectors or independent inspectors to the factory of CALVO or to the place of the processing of the products in order to assist with the verification of the quantity and quality carried out by CALVO at the destination of the products. CALVO must provide said inspectors with all of the necessary assistance for the performance of their functions. In turn, the inspectors of the Vendor must adhere to the rules regarding occupational hazards and health and safety in the workplace, warehouses or ports the subject of the inspection visit thereof.

d.- Without prejudice to the foregoing, in the case of any breach of quality requirements or legislation attributable to the Vendor, the Vendor shall be held liable vis-à-vis CALVO for any losses or damages, claim, costs, expenses, payments, fines or any other financial detriment the result of or related to any withdrawal, confiscation or destruction of the products or of any punitive action imposed by any government (including any action relation to food safety) or of the public authorities at any port or place where the products may be delivered, loaded, processed, sold, re-sold or consumed. The Vendor shall also be responsible for any damages or death caused by the consumption of the products.

e.- In the case of any discrepancy between the parties regarding the quality of the products determined at origin or at the destination thereof, the parties shall submit said discrepancy to the analysis of an independent expert, that shall be administered by the branch office or correspondent of SGS (Société Générale de Surveillance) at the place of delivery of the products and/or at the destination thereof, as applicable. Said analysis shall be definitive and binding for both parties, except in the case of any manifest error or fraudulent practices. The costs of the activities of the independent expert and of the report thereof shall be paid for by the party whose position has been refuted by the expert's report. In the case that the report refutes the position of both parties, the costs shall be shared between them equally.

f.- The parties must notify the other party in writing (including by way of e-mail) as to whether they exercise or not their right to appoint an inspector or inspectors at least five (5) business days prior to the date on which the inspection is to take place.

g.- If, with or without the involvement of the inspectors, any potential histamine and heavy metals (mercury, cadmium and lead) problem or any other quality problem is detected whether at the origin or the destination of the products, the foregoing situation must be immediately notified to the Vendor and, as the case may be, to a local expert in order that a sample may be carried out in accordance with the standard requirements of the FDA (<http://www.fda.gov/downloads/Food/GuidanceRegulation/UCM251970.pdf>). The results obtained shall be considered to constitute final and binding results for the parties, except in the case of manifest error or fraudulent practices. In the event that the results of the sample carried out by the expert detect a histamine problem or any other quality problem, the cost of the expert report shall be assumed by the Vendor. Alternatively, the cost thereof shall be assumed by CALVO.

h.- Under no circumstances whatsoever shall CALVO be obliged to delay its own processes in order to wait for the Vendor send its inspectors. The Vendor must designate its inspectors so that they are on site at the time and date stipulated by CALVO for the commencement of the joint inspection.

#### **8.- Rejection of Products**

a.- Without prejudice to any other rights of rejection that may be available to CALVO in accordance with applicable law, CALVO shall be entitled to reject the products or any part thereof in the event that the products do not comply with the Quantity and Quality requirements set out under Clauses 5 and 6 hereinabove.

b.- The reports of the parties themselves, in relation to the existence of possible quality defects, must be issued within the maximum period of seven (7) days as from the date of receipt of the products at their destination. The failure of either of the parties to issue a report shall not prejudice or prevent said party from subsequently filing a claim.

c.- Any final claim regarding the quality of the products must be filed within the maximum period of thirty (30) days after the date of receipt of the products at their destination and, in any event, prior to the processing of the products by the Purchaser.

d.- In the event that the products or any part thereof are rejected, CALVO shall not be obliged to effect any payment whatsoever for the quantities of rejected product. In the case that any payment has already been effected for the products that, subsequently, are rejected, the Vendor shall reimburse to CALVO, within the maximum period of five (5) business days as from the date of rejection thereof, said payments with interest calculated in accordance with the Interest Rate, as from the date of payment until the date of the effective reimbursement thereof, as set out in this Contract and the Vendor shall be entitled to off-set said payments, with interest in accordance with the applicable Interest Rate, against any other amounts that CALVO owes to the Vendor, irrespective of whether said sums are related to the same Purchase Confirmation or not.

### **9.- Re-sale**

The Vendor hereby acknowledges that CALVO may, at its own discretion, purchase the Products for its own processing activities or for the subsequent re-sale of the Products to third parties. Accordingly, CALVO shall be entitled to claim for any losses or damages for any consequential economic loss, as well as for consequential damages, in the re-sale thereof, and shall be totally indemnified by the Vendor in relation to any claim filed by the purchasers or recipients thereof or in relation to any losses or damages caused by any other means, in relation to any breach of the quality, description or the specifications of the Products by the Vendor or in relation to the breach by the Vendor of any of the terms of these General Terms and Conditions and any other terms and conditions of each specific Purchase Agreement.

### **10.- Payment**

a.- The Purchase Confirmation must specify the percentage of the price that is to be paid in advance, the date of said advance payment, as well as the documents that must be presented by the Vendor in respect of said advance payment.

b.- The remaining price (outstanding payment) must be adjusted within a number of business days after the completion of the loading process, as stipulated in the Purchase Confirmation.

c.- The advance payment and the outstanding payment may be adjusted depending upon the quantity of the Products determined in accordance with the provisions of Clause 5. Without prejudice to the foregoing, the remaining payment may be off-set by any other amount that the Vendor owes to CALVO for any other reason or in respect of any deficiency in the specifications, quality, quantity or the state of the Products or in relation to the rejection thereof as the result of said deficiencies.

d.- The payment by CALVO shall be effected by way of bank transfer, unless any other payment method has been stipulated in the Purchase Confirmation.

e.- The foregoing rules shall not be applicable to the situations in which the parties have formalised a specific payment agreement, that must necessarily be included in the Purchase Confirmation.

## **11.- Payment Guarantee**

If the Purchase Confirmation or a Framework Agreement provides that CALVO shall provide any type of payment guarantee (whether by way of letter of credit or any other standard form of guarantee in international trade), the terms and conditions thereof must be specified in the Purchase Confirmation or to the Framework Agreement and shall be binding for both parties and for the issuer of the guarantee.

## **12.- Documents Required by CALVO**

The Vendor hereby undertakes to provide to CALVO, in relation to any agreement with CALVO for the purchase of Products, the documents stipulated in the Purchase Confirmation. The failure to provide any of the documents (including the number of copies thereof as stated in the Purchase Confirmation) shall constitute an essential contractual breach by the Vendor, which shall enable CALVO to immediately rescind the Contract, with the reimbursement of the amounts already paid and interest, pursuant to the Penalty Interest Rate, as the case may be, and CALVO shall furthermore be entitled to compensation for losses and damages.

All of the original documents required for a specific Purchase Confirmation shall be sent by the Vendor to CALVO or to a third party (by way of illustration and not limited to: bank or insurance company) as designated by CALVO at least ten (10) business days prior to the receipt of the Products at the place or port of destination. Notwithstanding the foregoing, as soon as the documents are available, the Vendor shall send to CALVO a quality scanned copy thereof by e-mail which must be perfectly legible. If the Vendor notifies CALVO, in writing, that the originals are not available, however that states that the originals shall be sent to CALVO as soon as they are available (and necessarily prior to the receipt of the Products at the destination), CALVO shall have the option of deciding to effect payment or to request a letter of compensation.

The captures certificate and any other document that must be provided by the Vendor to CALVO subsequent to the delivery of the Products, must be provided (and if delivered with errors, must be corrected) within the maximum period of five (5) business days as from the delivery by CALVO of the unloading receipt or other equivalent document.

In the case of partial deliveries in relation to a single Purchase Confirmation (for example, deliveries in containers in different trips or for delays) the foregoing rules must be complied with for each one of the partial deliveries.

By way of illustration however without limitation, **Annex I** contains a list of the required documentation (in addition to that which is set out in the Purchase Confirmation) for the destination customs territory depending upon the origin of the Products. Notwithstanding the foregoing, the Vendor shall always be responsible for providing to CALVO all of the documents required pursuant to applicable regulations as at the date of delivery and the Vendor shall not be released from said obligation by reason that said documents are not stipulated in the Purchase Confirmation or in the **Annex I**.

The Vendor hereby guarantees to CALVO, in any event and without exception, the precision and veracity of the information and the data contained in the issued documents, as well as the authenticity thereof.

### **13.- Customs**

It is an essential condition that all of the purchase agreements formalised by CALVO that the Products the subject thereof must comply with all of the customs requirements of the country of the Purchaser (or of the destination country, if a different country is stipulated in the Purchase Confirmation), and in particular all of the requirements established for importations with preferential origin, when set out in the Purchase Confirmation. The Vendor hereby guarantees to CALVO that it complies with the totality of the foregoing requirements and hereby undertakes to indemnify CALVO in the event that CALVO (or the third party purchaser of the Products) is obliged to make payments for any customs duties, taxes, fees or fines of any type whatsoever in the case of any breach of the foregoing requirements.

CALVO hereby undertakes to inform the Vendor, within the maximum period of five (5) business days of any notification that is received from the customs authorities or any other competent authorities in relation to the verification of the origin of the Products, in order that the Vendor may appear before the authorities, if necessary. The Vendor hereby undertakes to provide all information and documents that may be reasonably requested by CALVO in light of the instructions or formal requests received from any competent authority.

CALVO may, however is not obliged to, appeal against the resolutions of the competent customs authorities or any other authorities, that question the origin of the Products, although in the case that CALVO decides not to appeal against any said resolution, it must provide the option to the Vendor to appeal said resolution at its own risk and under its own responsibility, and accordingly the Vendor shall designate, at its own cost and expense, the lawyers that are to defend the corresponding appeals and shall inform CALVO of the details of the appeal procedures. In the event that the Vendor decides to appeal, the bonds or guarantees that may be necessary must be obtained and paid for by the Vendor itself, such that CALVO shall not be obliged to cover any payment or guarantee whatsoever, or any cost of said procedures whatsoever.

Provided that a destination delivery date has been stipulated, in the case that any delay were to take place in the delivery of the Products to CALVO on said date, as a result of delays caused by any customs or fishing inspections, CALVO shall be entitled to claim losses and damages from the Vendor, without prejudice to the right of the Vendor, as the case may be, to claim against the corresponding customs or fishing authorities. If said delays were to mean that CALVO were to lose the preferential origin benefits agreed to with the Vendor, CALVO shall be entitled to, at its discretion, reject the operation with the complete and immediate reimbursement of the amounts already paid or alternatively to confirm the operation, whereby the extra costs and delay expenses shall be for the account of the Vendor.



#### **14.- Bill of Lading**

The Vendor must obtain a bill of lading which has been validly issued by the vessel in which the Products are transported, except in the case of the direct delivery of the fishing vessel at the port designated by CALVO. The bills of lading issued must state as the consignee the company designated by CALVO or must be issued in the name of CALVO, with the notify address as designated by CALVO.

#### **15.- Dates of Shipment and Delivery Window**

a.- Any reference to the “date of shipment” in the Purchase Confirmation shall refer to the date of the bill of lading or the date of the Mate’s receipt, if the bills of lading have not been issued at least three (3) business days following the completion of the loading.

b.- Any reference to the “Delivery Window” in the Purchase Confirmation shall refer to the date on which the Products are to be delivered to CALVO, or to the recipients at the place or port of unloading as stipulated in the Purchase Confirmation, except for the shipment based upon FOB, where any reference to the Delivery Window shall refer to the date indicated in the Mate’s Receipt or in the bill of lading (if issued).

c.- Any breach or objectively foreseeable breach by the Vendor of the agreed date of shipment or of the Delivery Window shall entitle CALVO, without the need for any subsequent notification or notice, to rescind the Contract, and the Vendor must return all amounts already paid by CALVO. The Vendor must indemnify CALVO for any losses and damages caused thereto.

d.- In the event that CALVO does not receive the Products made available thereto by the Vendor on the shipment date or within the Delivery Window, the Vendor may also rescind the Contract and claim from CALVO all losses and damages caused thereto.

#### **16.- Delay of Loading or Unloading**

a.- For the FOB contracts, any loading delay attributable either directly or indirectly to the Vendor, its employees, agents or suppliers shall be assumed by the Vendor, pursuant to the penalty interest rate payable by CALVO, in accordance with the charter contract. The date of shipment shall be that which is stipulated in the Purchase Confirmation.

b.- For CIF or CFR contracts, CALVO shall only be responsible for any delay in relation to the withdrawal of the Products at the loading port if said delay is directly attributable to CALVO, its employees or agents. The amount to be paid for said delay shall be based upon the loading time and delay provisions of the charter policy, provided that CALVO is notified, in writing, of said terms and conditions prior to shipment. In the absence of said information, CALVO shall not be held liable for any type of delay. Furthermore, CALVO shall not be held liable for any type of delay that is directly or indirectly attributable to any other party. The Seller must produce a fully documented demurrage claim within thirty (30) days of the end of the loading or unloading.

c.- For DDP, DAP and DAT contracts, CALVO shall only be responsible for any delay in relation to the withdrawal of the Products at the port or place of unloading if said delay is directly attributable to CALVO, its employees or agents. The amount to be paid for said delay shall be based upon the storage or wharfage cost provisions, provided that CALVO is notified, in writing, of said terms and conditions prior to shipment. In the absence of said information, CALVO shall not be held liable for any type of delay. Furthermore, CALVO shall not be held liable for any type of delay that is directly or indirectly attributable to any other party.

#### **17.- Ownership of the Products and Risk**

The ownership and risk of the Products shall be transferred from the Vendor to CALVO in accordance with the provisions of the rules of interpretation of the INCOTERMS 2010 established by the International Chamber of Commerce for the Incoterm stipulated in each Purchase Confirmation.

#### **18.- Insurance**

a.- In the case of CIF purchases, the Vendor must formalise an insurance policy with a first-tier insurance company, such that the compensation payment, in the case of any claim, shall be paid to CALVO up to the amount of the sums that have been paid or that must be paid by CALVO to the Vendor. The Vendor shall deliver to CALVO the insurance certificate of the contracted insurance policy and shall use its best endeavours to ensure that CALVO may claim from the insurance company the compensation that is payable thereto, and the Vendor shall furthermore carry out all necessary actions in order to preserve the legal rights that said insurance company may intend to exercise against the party responsible for said losses and damages, and in particular the chartered vessel in the case of losses and damages that may have been caused thereby.

b.- In the case of FOB and CFR purchases, CALVO may freely decide whether or not to contract an insurance policy. In the event that CALVO formalises an insurance policy, the Vendor must use its best endeavours to preserve the legal rights that said insurance company may intend to exercise against the party responsible for said losses and damages, and in particular the chartered vessel in the case of losses and damages that may have been caused thereby.

c.- Irrespective of the agreed Incoterm, if the customs, fishing, or health authorities, etc., for any reason attributable to the Vendor, were to not permit the unloading of the vessel or the delivery of the containers, as the case may be, CALVO shall be entitled to cancel the operation and to recover any amounts that it had paid in advance, plus the corresponding interest.

#### **19.- Clauses regarding deadlines**

All of the clauses regarding the deadlines for the performance of the obligations of the Vendor included in the General Terms and Conditions and in the Purchase Confirmation, shall be considered to constitute essential conditions, such that any breach of a deadline by either of the parties shall enable the other party to rescind the Contract and to claim the losses and damages that had been caused thereto.

## **20.- Force majeure**

If either of the General Terms and Conditions included in this document or that are established in the Purchase Confirmation are unable to be complied with, or if the compliance thereof is, in any event, delayed by reason of war, insurrections, riots, fire, floods, force majeure, stormy sea conditions, tsunamis, adverse weather conditions, destruction or deterioration of the fishing reproduction areas, strikes, labour disputes, closures of the processing centre or any other cause that is outside the control of the party that stands to breach its obligations (situation of force majeure) during a period that is not expected to last more than 30 days, said party must notify the other party, in writing, and must provide evidence of the situation of force majeure by means of the certification of the chamber of commerce of the place where the party in question carries out its business or by any other evidence that reasonably satisfies the other party. After said notification has been received regarding the situation of force majeure, the party to which said notifications have been sent, shall be entitled to rescind the agreement set out in the Purchase Confirmation, subject to the mutual release of both of the parties from their obligations to which they remain bound, without prejudice to any other rights and obligations that may have been formalised as at the date of termination. Any rescission decision must be notified in writing within the period of seven (7) days after receipt of the notification thereof. If the situation of force majeure were to last for a period of 120 days, the agreement shall be automatically suspended until that time, in relation to the performance of all of the remaining obligations.

## **21.- Corporate social responsibility and Compliance.**

a.- The Vendor hereby guarantees that the fishing method(s) used in relation to the Products do not breach any laws of any of the countries in the reproduction areas of which the fishing activities are or have been carried out, as well as any applicable international conventions or laws if the fishing activities are or have been carried out in international waters, irrespective of whether the fishing activities have been carried out by the Vendor, its agents or employees, the supplier of the Vendor or any other party.

b.- The Vendor hereby acknowledges and accepts the Suppliers Code of Conduct of the Calvo Group and the specific module for Tuna Suppliers (attached as Annex II of the aforementioned Code of Conduct) applicable to all of the companies of the Calvo Group ([http://www.grupocalvo.com/wp-content/uploads/2016/09/Code-of-Conduct-for-the-Grupo-Calvo-Supply-Chain-tuna\\_v2.pdf](http://www.grupocalvo.com/wp-content/uploads/2016/09/Code-of-Conduct-for-the-Grupo-Calvo-Supply-Chain-tuna_v2.pdf)) and declares that it has signed the forgoing code prior to the execution of this Contract.

c.- The Vendor has been informed that, in relation to the Corporate Social Responsibility, Calvo Group has signed up the United Nations Global Compact for a responsible management, and consequently the Vendor hereby guarantees he complies and will comply throughout the contract's period with Calvo with the conditions in the aforementioned Global Compact and commits to integrate in its operations the Ten Principles that the United Nations Global Compact proposes as

essential for a responsible management, available at <https://www.unglobalcompact.org/what-is-gc/mission/principles>.

d.- The Vendor (i) acknowledges and accepts the Code of Business Ethics of the Calvo Group ([http://www.grupocalvo.com/wp-content/uploads/2018/01/Calvo\\_codigo\\_etica\\_ENG022218.pdf](http://www.grupocalvo.com/wp-content/uploads/2018/01/Calvo_codigo_etica_ENG022218.pdf)), (ii) declares to have read, acknowledge and understood the content, expressly accepting its inclusion in the current general terms and conditions, (iii) guarantees it conducts a responsible management of the supply chain by applying and fulfilling the measures comprised in the Code of Business Ethics of the Calvo Group, (iv) understands and accepts that Calvo has the power to audit the Vendor's compliance with Calvo's Group Code of Ethics principles, (v) understands and accepts that non-compliance with the aforementioned principles authorizes Calvo to terminate the contract unilaterally without giving the Vendor any right to be compensated on the basis of such termination.

## **22.- Packaging/loading/shipping**

The Products must be packaged, loaded and shipped in strict compliance with the customary practice, unless different terms and conditions had been specified by mutual agreement between CALVO and the Vendor.

## **23.- Insolvency or bankruptcy of the Vendor**

CALVO or the Vendor, as the case may be, shall be entitled to rescind any Contract in the event that any trustee in bankruptcy, liquidator or judicial controller is designated in respect of the assets of the other party.

## **24.- Applicable law and arbitration**

a.- This Contract shall be governed by Spanish legislation.

b.- All disputes in respect of the interpretation or performance of this Contract shall be submitted before a single arbitrator of the International Court of Arbitration of the International Chamber of Commerce (ICC) (see: <http://www.iccwbo.org/products-and-services/arbitration-and-adr/arbitration/>). The arbitration award shall be binding and may not be appealed, except in the legally stipulated cases. The arbitration procedure shall be that which is established in the Rules of Arbitration of the ICC. The arbitrator shall have full powers to impose interim injunction measures and to make orders for costs. The language of the procedure shall be the Spanish language, except otherwise established in the Purchase Confirmation. The place of arbitration shall be Madrid, Spain, except otherwise expressly established in the Purchase Confirmation.