

<b>GENERAL TERMS AND CONDITIONS OF JEALSA</b>
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The purpose of this document is to regulate the general terms and conditions applicable to the contracts entered into between the entities that comprise JEALSA (any company directly or indirectly controlled by **Corporación Empresarial Jealsa, S.L.**) and their suppliers, for the supply of any type of goods or services. In all cases, JEALSA's contracts shall be formalized in writing, a copy of which will be signed by each of the parties, and shall be drawn up in accordance with the principles of transparency, clarity, conciseness, and simplicity.

Under no circumstances shall the supplier's general sales conditions nor any other type of general condition or clause that it may include in the contracts documenting the transaction, such as order forms, delivery notes, invoices, emails, etc., apply if they contravene the provisions of these general terms and conditions, unless expressly agreed upon as a "particular condition" of the contract.

**GENERAL TERMS AND CONDITIONS OF JEALSA**

**ONE.- DELIVERY TERMS.**

**1.1.- Delivery method and term.**

The delivery of goods or provision of services shall be delivered or provided by the supplier within the

specifically agreed-upon time frame. In the absence of a specific term, the deliveries of goods or provisions of services shall be executed within the time frames that JEALSA requires from the supplier.

In order to deliver or make fish available, the goods shall mandatorily be accompanied by their legal documentation (traceability) or, as appropriate, provided at most within the deadline for verification purposes, as established in point 1.4 of these general terms and conditions. Should the aforementioned documentation not be provided within the established time frame, the goods may be rejected by JEALSA.

**1.2.- Quality of the goods or services.**

The goods or raw material shall be delivered or the services provided in accordance with the product requirements and technical specifications required by JEALSA.

- In all cases, in the event of purchase of goods fit for human consumption and pursuant to the regulations applicable thereto, they shall comply with all the health controls established for such purpose by the applicable regulations and provide documentary proof of said compliance. Should the supplier not fulfill this requirement, JEALSA may reject the goods within the time frames and under the conditions expressed below. In such

case, the seller shall be liable for the damages and losses of any nature caused by said defective delivery. Furthermore, the supplier shall guarantee the traceability of the products or raw material supplied and its compliance with Law 12/2013, of 2 August, on measures to improve the functioning of the food chain (and subsequent amendments thereto), whereby JEALSA may withhold payment until documentary proof is provided or terminate the contract if it is not provided within the established time frame.

Furthermore, with the exception of the fish purchase and sale contracts, the supplier shall be responsible for providing the services in accordance with the highest professional standards and for any damage or loss (including loss of profit) caused to JEALSA, directly or indirectly, for being incorrect, incomplete or extemporaneous.

### **1.3.- Penalty for delay.**

By signing the contract, the supplier undertakes to deliver the goods or provide the services within the stipulated time frames.

The parties agree that the delivery term is an essential element of the contract, due to which, should the supplier not comply with the specifically agreed-upon delivery terms, JEALSA may claim compensation by way of penalty for delay, as follows:

- In the case of fish purchases: the equivalent of an amount equal to 2% of the total price of the contracted supply, if the delay is greater than thirty (30) days, or 1% if the delay is equal to or less than said number of days.
- In all other purchases: the equivalent of an amount equal to 10% of the total price of the contracted supply, if the delay is greater than thirty (30) days, or 5% if the delay is equal to or less than said number of days.

However, if the damages and losses caused to JEALSA as a result of the delay are quantifiable and said amount is greater than the corresponding penalty percentage to be applied, JEALSA may choose between claiming the amount of said damages and losses or the penalty for delay envisaged herein.

Penalties for delay can be made effective by deducting their amount from invoices issued by the supplier and pending payment or even from new invoices not yet issued (future invoices), with the supplier's consent to said carryforward of credits.

In any case, a delay in the delivery of goods greater than sixty (60) days shall entitle JEALSA to fully or partially reject the goods without any obligation of payment whatsoever, in which case the supplier shall bear all the costs incurred by JEALSA.

### **1.4.- Verification procedure (Inspection of the goods).**

In the case of purchase and sale of raw materials (e.g.: fish, oils, etc.), once the goods effectively arrive at JEALSA's facilities, JEALSA will have a maximum period of thirty (30) calendar days from that date in

which to examine the goods and determine whether they correspond to those agreed upon in the contract or order confirmation.

In the event that the raw materials correspond to those agreed upon and comply with all the applicable regulations, JEALSA shall inform the supplier accordingly. To this end, it shall suffice for JEALSA not to reject the raw materials within the aforementioned verification period.

For such purposes, the delivery of the goods or raw materials shall be understood to be made when JEALSA informs the supplier of the validation thereof or, failing that, after thirty (30) days have elapsed from the date on which they were made available and JEALSA has not made any objection to the supplier.

In any case, in order to consider the delivery made in the purchase or supply of fish, it shall be an unavoidable requirement to have furnished all the traceability documentation thereof within the verification period.

If the amount or quality of the raw materials made available by the supplier does not correspond to that stipulated in the contract, JEALSA may reject the raw materials and shall inform the supplier of such circumstance within the aforementioned period of thirty (30) calendar days from the date on which they were made available.

If the supplier agrees to the claim, the supplier shall remedy the non-conformities and replace the defective goods free of charge or, as appropriate, shall complete the order within a period not exceeding thirty (30) business days from the incident notification date.

In the event that the supplier disagrees with the defects notified by JEALSA and the parties, within a period of thirty (30) calendar days from the notification of the defects, are unable to reach an agreement on the magnitude and scope of the notified defects, either party may request the intervention of an expert independent therefrom to determine the existence or non-existence of the indicated defects. The use of this right shall be notified by the interested party to the other within a period of seven (7) days from the end of the period of thirty (30) days in which the parties were unable to reach an agreement.

The report issued by said expert shall be binding on both parties.

The expert's fees shall be borne by the party whose claim was rejected. If the report rebuts the conclusions of both parties and does not fully rule in either's favor, the cost shall be paid in halves.

### **TWO.- PRICE AND PAYMENT METHOD.**

The price of the goods or services shall be set by the parties in the contract or particular terms and conditions.

In the case of orders placed by JEALSA, the price of the transaction shall be that stipulated in the order confirmation document and sales conditions duly accepted by JEALSA and signed by the parties.

In the case of prices of food products, the price agreed upon between the primary agricultural, livestock, fishery or forestry producer or group thereof and their first buyer shall cover the effective cost of production. In such cases, the supplier guarantees JEALSA that the agreed-upon price complies with this legal requirement.

All payments of any nature that JEALSA is obliged to make under this contract shall be made upon receipt of the supplier's relevant complete invoice and without need for the supplier to make any special request, on the date on which they fall due in accordance with the general terms and conditions and with the particular terms and conditions agreed upon, as appropriate, in each contract or order:

- Either by depositing the amount in the bank account designated for such purpose by the supplier.
- Or through the delivery of commercial papers.

Regardless of the payment method agreed upon between the parties, the period for making said payment by JEALSA shall not exceed sixty (60) calendar days from the date of delivery of the goods, or thirty (30) calendar days in the case of fresh and perishable food products. The aforementioned time periods shall start counting from the effective arrival of the goods at JEALSA's facilities, once the verification period regulated in point 1.4 of these general terms and conditions has elapsed.

In particular, as regards the delivery of food products, JEALSA is obliged to document the delivery and receipt operation, expressly mentioning the date. Similarly, the supplier shall indicate the payment due date on the invoice and shall send JEALSA the invoices within thirty (30) days from the effective date of delivery and receipt of the goods.

All payments that must be made on a non-business day shall be made on the next business day, unless the latter corresponds to the following month, in which case the payment shall be made on the previous business day.

Any payment made or that must be made by JEALSA as a consequence of this contract shall be understood to be received by the supplier when it receives it on the corresponding payment date or within the period established by the parties, with full liberating effects.

The payments made by JEALSA prior to their due date or even before the delivery of the goods shall under no circumstances imply conformity therewith, thereby ensuring its right to claim or reject them in due time and in an appropriate manner.

### **THREE.- PLACE OF DELIVERY OF THE GOODS OR SERVICES.**

The goods or services shall be delivered as agreed upon in the corresponding contract or particular terms and conditions.

Only those variations in delivery terms previously agreed upon and reflected in writing by the parties shall be accepted.

In the absence of an agreement between the parties, the deliveries shall be made to JEALSA's facilities designated for such purpose by JEALSA. The supplier shall bear all the costs incurred in the delivery of the contracted goods or services to said facilities and shall assume any risk or liability that may arise until the effective delivery thereof.

### **FOUR.- TAXES.**

The taxes accrued in each transaction or contract shall be paid as agreed upon between the parties in the contract or particular terms and conditions or, failing that, in accordance with the applicable regulations.

### **FIVE.- TRANSFER OF THE CONTRACT.**

The parties shall not transfer their contractual position without the prior written consent of the other party, except to another company of the same business group, whereupon the transferor shall assume joint and several responsibility with the transferee in writing.

However, JEALSA shall freely transfer its contractual position to any company that forms part of its group under the terms defined in the Preamble of this document, to which end the mere communication thereof to the supplier shall suffice.

### **SIX.- SUPPLIER'S GUARANTEES AND RESPONSIBILITIES.**

The supplier guarantees JEALSA that:

1.- The goods and/or services supplied are free of flaws, latent defects and are consistent with the offered quality and contracted specifications.

2.- The goods and/or services supplied meet all the legal and contractual requirements in terms of quality, traceability, environmental protection, occupational risk prevention and Compliance.

3.- The supplier undertakes to:

- fulfill the agreed-upon terms and conditions,

- observe and accede to JEALSA's Supplier Code, which it has been furnished together with these general terms and conditions for signature.

### **SEVEN.- TERMINATION OF THE CONTRACT.**

The contract shall be terminated, concluding ipso jure, in the following cases:

1.- Serious breach by any of the parties of the obligations assumed by virtue of the order and/or contract or breach of these general terms and conditions.

2.- Serious breaches by the supplier in relation to the quality of the goods delivered or the services provided.

3.- Serious breach by the supplier of JEALSA's Supplier Code and/or Policy.

4.- Failure to comply with any regulation applicable to the specific obligations incumbent on each of the parties.

The termination motivated by the aforementioned cases shall not entitle the supplier to demand any compensation whatsoever of any kind.

The right to termination shall be exercised as follows:

- In the event of the existence of one of the aforementioned causes for termination, the performing party may unequivocally request the non-performing party to remedy the breach within a maximum period of ten (10) days from receipt of the notice.
- If the breach has not been remedied after the granted period has elapsed, the requesting party may immediately cease to fulfill its obligations and terminate the contract, with such legal consequences as may apply. The performing party is authorized to settle any outstanding payments against the damages and losses incurred.

Notwithstanding the foregoing, the fact that the performing party, in the event of breach of the other party, does not proceed in the previously required manner shall not imply the validation of the breach or waiver of the exercise of its rights in the event of an eventual subsequent breach.

Notwithstanding the foregoing, the parties are obliged to notify the full or partial termination of contracts with a term equal to or greater than one (1) year giving minimum written advance notice of three (3) months.

#### **EIGHT.- INSURANCE.**

The supplier engaged by JEALSA undertakes to take out and maintain, throughout the term of the commercial relationship and with a creditworthy insurance company, at least the following insurance policies with adequate coverage to cover the risks assumed in the contract:

- 1.- Accident insurance of all its employees and subcontractors.
- 2.- Compulsory and voluntary civil liability insurance in the circulation of motor vehicles, in relation to the vehicles used to transport the goods supplies.
- 3.- Civil liability insurance guaranteeing the supplier's liability for damages caused to JEALSA or to third parties, even if they have filed a claim against JEALSA.

At JEALSA's request, the supplier shall provide, as appropriate, a copy of the policies taken out or a certificate issued by the insurance companies in relation thereto.

In the event of loss occurrence, the supplier shall take the necessary actions to mitigate the damages and to file a claim with the corresponding insurance companies.

**NINE.- APPLICABLE LEGISLATION.**  
Spanish legislation shall apply.

#### **TEN.- JURISDICTION.**

The parties, waiving their own jurisdiction, subject themselves to the jurisdiction of the courts and tribunals of A Coruña (Spain).

#### **ELEVEN.- INDEPENDENCE OF THE PARTIES.**

The parties expressly state that the signing of this contract does not imply any association or dependence therebetween, such that it does not convert the supplier or its employees and collaborators into JEALSA's agents, partners, managers, attorneys, legal representatives or employees or vice versa.

Consequently, the relationship between the parties shall be solely and exclusively that arising from the terms of this contract and insofar as the commercial transactions between the parties are in force.

#### **TWELVE.- JEALSA'S SUPPLIER CODE AND CORPORATE SOCIAL RESPONSIBILITY.**

The supplier acknowledges receipt and acceptance of the Supplier Code prepared by JEALSA's Compliance Committee and which it was previously furnished, and undertakes to fulfill and comply therewith.

Furthermore, the supplier undertakes to maintain a strong and solid commitment towards human and labor rights, safety, health, quality, and the environment, follow best practices in the execution of its activity, carry out sustainable management of natural resources and fulfill international standards in relation to safety, health, quality, and the environment.

Specifically, the suppliers shall be required to implement social policies envisaging, at least:

- The prohibition of child labor and forced labor.
- Freedom of association.
- The regulation of salaries, benefits and contracts.
- The regulation of working hours.
- The inclusion of employee health and safety coverage.
- The prohibition of any type of discrimination, harassment or abuse.

Furthermore, in the case of suppliers located in countries at risk, JEALSA may request that they undergo an audit according to SMETA, BSCI AMFORI, SA8000 or similar standards and provide proof of said audit.

#### **THIRTEEN.- PERSONAL DATA PROTECTION.**

The parties undertake to comply with the applicable personal data protection legislation and to complete the necessary documents and protocols for such purpose.

**FOURTEEN.- CONFIDENTIALITY AND PROTECTION OF THE INFORMATION EXCHANGED BY THE PARTIES.**

The parties undertake to keep all the information they exchange in their commercial relationship confidential.

All the data and information furnished by JEALSA to the supplier is considered a trade secret pursuant to Law 1/2019, of 20 February, on trade secrets.

**FIFTEEN.- JEALSA'S COMPLIANCE POLICIES AND SUPPLIER CONTROL.**

**15.1 JEALSA's Compliance Policies**

At JEALSA, regulatory compliance is an essential element in the execution of its operations. To this end, it has an Integrated Criminal and Anti-Bribery Compliance Management System (SIGCPAS), adapted to UNE 19601 and ISO 37001 standards, managed by a Compliance Committee and has regulatory compliance policies and supervisory mechanisms.

The supplier undertakes to comply with JEALSA's criminal risk management system published on its website ([www.jealsa.com/compliance](http://www.jealsa.com/compliance)) and with its whistleblowing channels, showing zero tolerance to the commission of crimes and will exercise adequate supervision and control of its organization in order to prevent, detect and avoid the criminal risks that may affect it. Noncompliance with the foregoing shall entitle JEALSA to terminate the contract pursuant to Article 1124 of the Civil Code.

**15.2 Supplier control.**

JEALSA shall be entitled to request the documents it deems necessary to ensure proper compliance with the supplier's obligations, compliance with the law and the quality of its products or services.

Furthermore, JEALSA shall be entitled to have the supplier disseminate its whistleblowing channel among its employees and stakeholders.

Furthermore, JEALSA may carry out audits on the supplier in order to verify the fulfillment of its present or future obligations, the quality of its products or services and compliance with the regulations in force and JEALSA's policies.

**15.3 Anti-corruption policies.**

JEALSA maintains a strict zero-tolerance policy with regard to bribery and corruption. To this end, it has a strict Anti-Corruption Policy and Gift Protocol to avoid these harmful practices, obliging the supplier to strictly comply therewith, not only in its relationship with JEALSA but also in any other area in which it acts in the market.

**15.4 JEALSA's purchasing policy.**

The supplier is furnished with JEALSA's Supplier and Purchasing Policy, which it undertakes to fulfill in its relationship with JEALSA (which is available on the corporate website).

**SIXTEEN.- MISCELLANEOUS.**

**16.1.- Entire agreement. Partial nullity.**

This contract includes the entire agreement between the parties with respect to the subject matter thereof and renders null and void any previous contracts or pre-contractual commitments, verbal or written, that may be binding on the parties in relation to said subject matter.

Should a stipulation of this contract be declared null and void or ineffective, it shall not affect the other stipulations.

The parties shall be released from the rights and obligations arising from the stipulation declared null and void or ineffective, but only insofar as it affects the rights and obligations in question. In this case, the parties shall negotiate in good faith to substitute the null and void or ineffective stipulation for another valid and effective one that reflects, insofar as possible, the original intention of the parties.

**16.2.- Obligation to retain documents.**

The parties shall retain all the documents generated in their commercial relationship. The parties are obliged to place food contacts and their modifications at the disposal of the inspection and control authorities.

**16.3.- Fortuitous event and force majeure.**

The parties agree that cases of fortuitous event that could have been foreseeable and, as appropriate, avoidable shall not be alleged as a cause for contractual breach.

The parties shall not be liable in cases of impossibility of compliance due to unavoidable force majeure. In such cases, they shall reach an agreement on the fulfillment of the contract within a period of ten (10) days from the moment they become aware of the force majeure event.

**16.4.- Modifications and waivers.**

This contract shall only be modified in writing signed by the contracting parties and including an express declaration of the agreed-upon modification.

Failure by one of the parties to exercise any right to which it may be entitled by virtue of this contract shall not be deemed a waiver of the right in question and shall not prevent the subsequent exercise thereof during the term of this contract.

**16.5.- Independent nature of the clauses.**

The possible declaration, by a judicial or administrative body, of illegality, nullity, invalidity or unenforceability of one or more clauses of the contract or a part thereof shall not entail the illegality, nullity, invalidity or unenforceability of the other clauses or of the other sections thereof, which shall remain fully valid insofar as they apply, provided that the clauses or part thereof declared illegal, null and void, invalid or unenforceable are not essential.

The parties shall negotiate in good faith the substitution thereof and the measures most adequate to the purpose intended by said clauses and sections.

**16.6.- Notices.**

Notices, authorizations, consents, and other communications related to the Contract shall meet the following requirements:

- They shall be made in writing.
- They shall be delivered in person, with acknowledgment of receipt, or shall be sent by any means that justifies the contents and issue date.
- They shall be sent to the recipients to the addresses indicated in the header of the corresponding contracts, unless the parties

previously and unequivocally indicate a change in address.

- Communications may be sent to the emails established in the contract or to those indicated by the parties in writing as substitute or additional emails.

Notices shall be understood to be made on the date of issue thereof.

In witness whereof, the parties attach these general terms and conditions to the contract, as an inseparable part thereof, at the place and on the date indicated in the header of the contract to which they are attached, and sign them, fully ratifying their contents.

**JEALSA**

**THE SUPPLIER**