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Standard Terms and Conditions for Dehydrated & Powder Food 2015

These Standard Terms and Conditions (Part Two) are designed for use in transactions where Roldeg S.A and any of its affiliates agree to sell dehydrated & powder food (the “Seller”) to a party (the “Buyer”).

- When referred to collectively, the “Seller” / “Buyer” shall be called the “Parties”.
- Dehydrated: Shall mean any fruit or vegetable based product that has been reduced the water level, currently offered by seller for similar use at the time and place of sell.
- Powder: Shall mean any fruit or vegetable based product that has been reduced to a state of fine particles by grinding, currently offered by seller for similar use at the time and place of sell.

The terms and conditions form an integral part of the Agreement (Part One) to which they are attached or in which they are incorporated by reference, except to the extent that they contradict (Part One) or are inconsistent with them. To that extent only (Part One) shall prevail over these (Part Two) standard terms.

1. Price:

The applicable price shall be the one agreed upon by the parties at the time and place of nomination for the specification of the dehydrated product or the powder product.



- Unless specifically stated otherwise in (Part One), prices shall be deemed to be in US Dollars per Kilogram (Kg), and shall represent the full unit price, in reference to the incoterms that are agreed in the purchase order

2. Nomination:

Buyer shall provide Seller a purchase order that will include incoterms conditions, origin & destination port, date of delivery, specification & quantity of the dehydrated or powder and buyers address for invoicing purposes.

3. Deliveries.

Means hand over the Goods to the Customer at the address and on the date specified in the purchase order,

- Delivery process will be in reference to the incoterms.
- Seller shall not be liable for any demurrage, or for any loss, expense, damage or delay due any congestion or any problem in the origin or destination port.
- In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the dehydrated or powder, to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- In supplying the dehydrated or the powder, the Supplier shall co-operate with the Customer in all matters relating to the supply of Goods and comply with all the Customer's instructions.
- The Supplier shall supply the dehydrated or the powder, in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied (Dehydrated or Powder) under the Agreement shall:
 - Be of satisfactory quality (Every delivery will be with a Quality (Certificate) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
 - Conform to the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier.



4. Documentation:

The purchase order constitutes an offer by the Customer to purchase the dehydrated or powder, subject to and in accordance with the terms and conditions of the Agreement.

- The offer comprised in the purchase order shall be deemed to be accepted by the Supplier.
- Supplier will confirm the sell, by a Purchase Order Confirmation.

5. Quality:

The dehydrated product or the powder shall conform to the specification previously agreed and specified in the purchase order. For this purpose, ROLDEG SA will dispatch the product with a certificate from an International Laboratory, in which will be specified the components of the product.

This certificate guarantees full quality according to NTE INEN and Spec Sheet of product and will be part in case for a dispute, this certificate will provide:

- Aerobic
- Coliforms
- Moisture
- Molds and Yeast
- E.Coli
- Salmonella

Any implied conditions and Warranties, including the Warranties of Merchantability and Fitness for a particular purpose, are expressly excluded and disclaimed.

Buyer, having greater knowledge than Seller of his own requirements, shall have the sole responsibility for the prior selection and nomination of the specification(s) and acceptance thereof.

6. Quantity:

The quantity shall be determined in the Purchase Order and will be delivery in full quantity by the seller and will be specified in the B/L

7. Claims:

Any complaint as to quality of the product (Dehydrated / Powder) delivered must be made to the Seller in writing as soon as possible, and in any event within 7 days from the date of reception, in default of which the Buyer shall be deemed to have waived all complaints or claims in relation to the quality of the product (Dehydrated / Powder) so delivered.



Any quantity claims made by Buyer regarding shortages should be made in writing to Seller at the time and place of delivery and has to be supported in accordance with the declared BL

In the event that product (Dehydrated / Powder) shows to be off-spec by a difference larger than the corresponding test allows for reproducibility, the Sample A (sample from the seller) will be sent to a mutually accepted international laboratory for analysis, and each party will have the right to nominate a witness to presence the breaking of the seal code and taking of the sample.

The results of the analysis of Sample A shall be conclusive and binding for both parties, and the cost of the tests will be covered by the party at fault.

The possibility of a claim, shall not relieve the Buyer of its obligation to make payment in full when due.

8. Payment:

Unless otherwise agreed, the Seller's invoice shall be prepared based on the quantities stated on the purchase order or B/L. Payment by the Buyer shall be due according to the Seller's invoice and without any discount, withholding, reduction, offset or allowance and shall be made by means of electronic wire transfer to the bank account stated on the invoice, such that funds are received into such account by the due date stated on the relevant invoice.

Overdue payments shall be subject to an interest charge of 2% per 30 calendar day period.

In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Goods to the Customer subject to and in accordance with this terms and conditions.

If Buyer is in default of the full payment, or if its financial condition, in Seller's sole opinion becomes impaired or if proceedings in bankruptcy or insolvency are instituted by or against Buyer or in the case of liquidation or dissolution of Buyer, or any other reason at Seller's sole discretion, any and all postponed or deferred payments including interest thereon, shall become immediately due and payable and Seller reserves the right to offset the same against any debts due to Buyer or its holding or its subsidiary companies, affiliates, associated related companies. Exercise of any such rights shall be without prejudice to Seller's right to recover damages or losses sustained and resulting from any default by Buyer, and Seller shall have the right to suspend and to cancel deliveries hereunder.

Payment shall not be conditioned upon Buyer's receipt of original delivery documents.

9. Cancellation:

The Customer shall have the right to cancel the order for the Goods, or any part of the



Goods, which have not yet been delivered to the customer: In case the customer cancel the Purchase Order, they will have to pay the cancellation fee, which will be the 75% of the total of the amount.

Customer shall pay 100% for Goods which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund.

For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

10. Force Majeure:

The Seller and its supplier shall not be liable for any loss, damage or demurrage resulting from any breach, delay, or non-performance of the obligations thereof to the extent such noncompliance is caused by: (i) any governmental act or compliance by that party with any order, request, or control of any governmental authority or person purporting to act therefore whether or not such order or request is later determined to be invalid; or (ii) the interruption, unavailability, or inadequacy of raw material (fruits / vegetal) or any constituent thereof, or any facility of production, manufacture, storage, transportation, distribution or delivery, because of wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, acts of God, accidents, breakdowns, weather conditions, or any other cause.

Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

12. Miscellaneous:

Notice to either party shall be mailed, telexed, faxed, or e-mailed to its indicated address, and shall be deemed given at the expiration of normal delivery or transmission time.

These terms contain the entire understanding between the parties covering the subject matter, except as otherwise agreed in Part One. No derogation, addition or amendment to these terms or the terms of Part One shall be of any force or effect unless and until expressly confirmed in writing by the Seller. If any provisions herein shall to any extent be invalid or unenforceable, the remainder, of these provisions shall not be affected hereby.

If the purchase order is placed by Buyer acting as agent on behalf of a disclosed or undisclosed principal, Buyer shall be liable for performance of all obligations of the principal, including payment.

Any provision of these Standard Terms and Conditions which is determined to be void or



unenforceable shall to the extent of such invalidity, be deemed to be severed from these Standard Terms and Conditions and such severance shall not adversely affect the enforceability of any other provision.

Seller may assign some or all of its rights and obligations hereunder, in which even any such assignee shall enjoy and be entitled to exercise against Buyer any and all rights herein conferred upon Seller.

Buyer shall not assign its interest in the goods by the Seller without the prior written approval of the Seller.

13. Indemnity:

Buyer shall defend, indemnify and hold Seller harmless with respect to any and all liability, loss, claims, expenses, or damage Seller may suffer or incur by reason of, or in any way connected with, the fault or default of Buyer or its represents in the purchase of the Products.

14. Breach:

Seller may terminate the Contract in whole or in part, at its own discretion upon the breach of any provision hereof by Buyer.

Seller reserves the right to recover from Buyer all damages and costs (including but not limited to loss of profit) resulting from any breach of the Contract.

15. Jurisdiction:

The agreement made in accordance herewith, its performance and enforcement, inclusive of productions liens arising hereunder shall be governed by the law of Ecuador. Any dispute arising out of, or in connection with a goods commitment, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under LCIA Rules, which Rules are deemed to be incorporated by reference into this section. The number of arbitrators shall be one. The seat or legal place of arbitration shall be Guayaquil or Quito. The language to be used in the arbitration shall be Spanish.

Regardless of the law of the forum in which any preceding is instituted relating to such agreement or the law of buyer are made in accordance herewith. The United Nations Convention on International Sales of Goods shall not apply to this agreement or the performance thereof.