
GENERAL CONDITIONS OF SALE OF THE COMPANY JUNCA GELATINES, S.L.

1. Definitions:

Whenever the following terms are used, they shall have the meaning specified below: "Customer": the person or entity interested in acquiring the products that JUNCA GELATINES, S.L. has presented in a commercial proposal and/or has placed an order for products; "JG" "Supplier": JUNCA GELATINES, S.L., VAT no.: B17726811; "Parties": JG and the Customer; "Products": gelatine (food and/or pharmaceutical) and/or gelatine hydrolysate for food produced by JG.

2. Reference:

The business relationship between JG and the Customer is governed by the terms and conditions set out below (also referred to as the "Conditions of Sale"), which shall apply to any sale of Products by JG.

The Conditions of Sale supersede the conditions of sale previously agreed between JG and the Customer and replace any previous agreements between the Parties.

Exceptions and/or modifications to the Conditions of Sale shall only be valid if specifically agreed and accepted in writing by the duly authorised representatives of both Parties. Therefore, without their prior written consent, JG will not be required by the Customer to accept different purchase conditions, even where there is reference or indirect mention in orders or any other documentation originating from the Customer, and the Customer expressly accepts this in writing.

JG's offers and/or commercial proposals shall be understood as a mere invitation to make a proposal. The prices and conditions of proposals submitted by JG to the Customer shall remain in effect for a maximum period of ten (10) calendar days, unless otherwise stated in writing by JG.

It is understood that JG shall not be required in any way to accept the orders sent by the Customer and therefore JG reserves the right to reject such orders, there being no liability on the part of JG whatsoever in this respect.

The contract for the purchase of Products shall be deemed to be concluded, binding and effective only once the order confirmation has been sent by JG (the "Order Confirmation") and when it has been received by the Customer.

3. Price:

The applicable price for the purchase of the Products will be indicated in the Order Confirmation sent by JG.

The price shall be understood without the application of any local taxes and/or other taxes required by law, which shall therefore be duly added and indicated in the invoice to the Customer.



The Parties shall agree in writing to any modification of the price indicated in the Order Confirmation, in writing only.

It is understood that if, as a result of unforeseen circumstances, changes in the cost of raw materials, labour, energy costs or changes due to force majeure (e.g. the price of oil), there is an increase of more than 5% in the price, the price will be considered accordingly and will be automatically increased by the difference that exceeds 5% of the original purchase price.

4. Shipping and delivery:

JG supplies the Product in its standard packaging, but may change the packaging at its sole discretion. The packaged Product is palletised and strapped to avoid the risk of damage during normal transport conditions.

Delivery of the Products shall be made in accordance with the Incoterms agreed with the Customer and indicated in the Order Confirmation. Unless expressly provided otherwise, in case of conflict, the Conditions of Sale shall prevail over the provisions of the Incoterms.

The delivery times of the Products indicated in the Order Confirmation shall be understood to be estimated or approximate, and in no case do they represent essential compliance. JG shall not be liable for delays due to circumstances beyond its control.

JG will endeavour to fulfil and deliver Product orders within the terms agreed with the Customer, provided that its resources and production capacity so allow. Delay in delivery of the Product shall not give the Customer the right to reject the Product, to withdraw from the contract or to claim damages due to the delay in delivery.

In no event shall JG be liable for any tampering, theft or damage to the goods during transport, and the Customer's only recourse shall be against the carrier.

5. Transfer of ownership and risk:

JG reserves the right to full ownership of the Products sold until full and effective payment by the Customer of the price and amounts invoiced. Consequently, until full payment of the invoiced amounts has been made, the Customer shall only be the depositary of the Products, without this implying exemption from the liability regime derived from the delivery and transfer of possession.

It is understood that upon delivery of the goods to the carrier at JG's address, all risk (including, but not limited to, risk of loss, product liability to third parties, etc.) relating to the Product is assumed by the Customer.

6. Product compliance and warranties:

JG guarantees the compliance of the Products with the technical specifications indicated by JG or those agreed and approved by the Parties and indicated in the Order Confirmation.



The Products are warranted by JG exclusively for the intended use and purpose, and performed in accordance with the description referred to in the Order Confirmation and with the technical specifications provided. For the Bloom analysis, an acceptability range is considered according to the European Pharmacopoeia (80-120% of the nominal value). For all other analyses a measurement error of 2% is considered tolerable.

The Products are not warranted on the basis of parameters or tests that have not been agreed in writing by the Parties.

JG's liability is limited to the replacement or refund, at JG's discretion, of Products recognised as defective by JG. Except in cases of wilful misconduct or gross negligence, the reimbursement shall not exceed the value of the consideration received. In any case, JG shall not be liable for damages due to misuse, negligence or non-compliance with proper conditions (e.g. storage) of the Products by the Customer. It is understood that JG's warranties are subject to the correct storage of the Products on the part of the Customer. In any case, the Customer shall store the Products properly, away from humidity and hazardous or flammable products, and in compliance with the requirements set out in the technical and safety data sheet of the Product. The effectiveness of the warranty is in any case subject to the Products being properly labelled so as to ensure their correct and immediate identification.

The Customer shall hold JG harmless from any liability for any claims, damages and/or losses arising, directly or indirectly, from the breach of the obligations assumed by the Customer by virtue of their contractual relationship.

7. Complaints and refunds:

The Customer's agreement as to the quantity of Products delivered in respect of an order in question shall be given by signing the corresponding delivery note at the time of delivery. If the Customer does not make a claim about a possible quantity defect at the time of receiving the Products, JG shall assume no liability.

Complaints relating to the conformity of the Products with the Order Confirmation and the technical specifications provided, including those relating to the quality and/or appearance of the Products, and in any case relating to defects and/or faults detectable by the Customer at the time of delivery, must be communicated in writing to JG within a maximum of two (2) days of the date on which the Products were delivered. Claims for defects in the Products and/or defects not detectable at the time of delivery must be notified in writing to JG within fourteen (14) days of delivery, otherwise any action and right of recourse against JG on this ground shall be forfeited.

Each complaint, in order to be considered valid and effective, must state a detailed description of the defect and/or fault. The return of Products by the Customer, for any reason whatsoever, is only permitted with the prior written consent of JG, it being understood that without express agreement, the returned Products shall be made available to the Customer at the Customer's own risk and peril and the costs of transport, storage and maintenance shall be borne by the Customer. In the event of non-



compliance with the above procedure, the Customer shall not be entitled to claim any liability and/or obligation from JG.

In the event that JG and the Customer agree on the non-conformity of the Product, JG shall replace the defective Products at its expense within sixty (60) calendar days from the date on which the Parties agreed on the existence of the defect. In the event that JG objects to the existence of the defects reported by the Customer, the Parties may decide to request a mutually agreed third-party laboratory to analyse the Products. In such a case, the results shall be final and binding on both Parties. The costs of the third-party laboratory shall be borne by the Party with which the first laboratory was not in agreement.

8. Payments:

The Customer shall pay the invoice for the Products on the terms agreed and stated in the Order Confirmation or, where applicable, in the invoice for the Products.

In the event of total or partial non-payment of the price of any order for Products, on the due date, in application of Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions, the amount due and unpaid shall accrue the corresponding late-payment interest without the need for notice of expiration or any summons from JG. In addition, the Customer shall be responsible for the return costs that JG may incur; JG shall also be entitled to claim compensation from the Customer for all duly substantiated collection costs incurred by JG as a result of the Customer's default. JG shall also be entitled to suspend or cancel any outstanding deliveries of Products to the Customer until the order for which payment is due and payable is paid, or JG may require advance payment for any new order.

The Customer's failure or delay in the payment of a single payment shall entitle JG to suspend or terminate, at any time, the delivery of the Products ordered by the Customer and/or to terminate each of the purchase contracts between the Parties and to take back the Products delivered but not paid for, with JG remaining the owner, as provided for in paragraph 5. The suspension of the delivery of the Products or the termination of the contract between the Parties will not entitle the Customer to claim damages.

In the event of non-payment or late payment, JG shall also be entitled to claim the expiry by the Customer of any payment period granted, and to demand immediate payment of any amount on any title due in favour of JG.

Any claim relating to the Products and/or their delivery shall not give rise to suspension or delay of payments due in favour of JG. The Customer shall not be entitled to withhold or set aside any payment due to warranty claims or any other claim.

Payments shall be made by the Customer in accordance with the agreed payment terms.

9. Force majeure:



JG shall not be liable for non-compliance or delay in the compliance of its obligations to the Customer, if caused by acts of God or force majeure, such as, but not limited to, natural disasters, earthquakes, floods, war, riots, terrorist attacks, general labour unrest (boycotts, strikes and lockouts), occupation of factories and premises, machinery or factory stoppage, inability to obtain raw materials, labour, equipment, fuel or transport, exorbitant energy price increases, lack of electricity, measures imposed by public authorities, forced stoppages, appropriation or destruction of equipment or facilities, sabotage, fire, explosion, denial of licences or permits, currency and trade restrictions, provided that such events do not result from illegal acts of the non-performing Party. A Party prevented from performing its obligations as a result of force majeure shall promptly inform the other Party of the existence of such cause, as well as take all reasonable measures to limit the effect of the imposition invoked and which relates to the performance of the obligations; and shall resume performance of its obligations as soon as the cause of force majeure ceases.

10. General provisions:

The contractual relationship between JG and the Customer shall be governed by Spanish law. In any case, JG and the Customer acknowledge and agree that the place of performance of the supply of the Products, intended for the characteristic performance of the contractual relationship in force, is that of JG's production plant.

The waiver and/or acquiescence by JG, at any time or in any circumstances, of any provision, right or action set out in the Conditions of Sale shall not imply its non-application and/or waiver or the non-application and/or waiver of any other provision, right or action at any other time or in any other circumstances. It is understood that if a provision or a set of provisions of the Conditions of Sale is held to be invalid or ineffective for any reason, the Conditions of Sale shall remain valid and effective as if the invalid or ineffective provision had not been included.

Invalid or ineffective provisions shall be replaced by other appropriate provisions agreed between the parties which, as far as legally possible, shall be as close as possible to the purpose of the replaced provisions. If the Parties do not agree on any provision, the invalid or ineffective provisions shall be replaced by the applicable law.

Any dispute relating to, arising out of and/or in connection with the supply and/or purchase of Products, or in any way connected with the Conditions of Sale, shall be subject to the exclusive jurisdiction and competence of the courts and tribunals of the Supplier (Girona). However, in the event of breach by the Customer of any payment obligations arising from these Conditions of Sale, JG may alternatively choose to take legal action before the Courts of the place in which the Customer is domiciled.