



GENERAL TERMS AND CONDITIONS

PETSELECT S.A.

Petselect S.A. Lugar Bayuca s/n CP 15940, A Pobra do Caramiñal, A Coruña, España.

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The purpose of this document is to regulate the general terms and conditions applicable to contracts entered into between Petselect S.A. and its suppliers, for the provision of any type of goods or services. In all cases, contracts with Petselect S.A. will be formalized in writing, with a copy signed by each party. The wording will be based on principles of transparency, clarity, conciseness, and simplicity. Under no circumstances shall the supplier's general terms of sale, or any other general condition or clause they may include in documents related to the transaction, such as order forms, delivery notes, invoices, emails, etc., apply if they contradict these general terms and conditions, unless expressly agreed upon as a "special condition" of the contract.

ONE. DELIVERY CONDITIONS.

1.1. - Delivery method and deadlines.

The delivery of goods or provision of services must be completed by the supplier within the specifically agreed-upon deadline. In the absence of a specific timeframe, the delivery of goods or provision of services must be carried out within the deadlines required by Petselect from the supplier. For the delivery or provision of raw materials, the goods must be accompanied by their legal documentation, labelled in accordance with current legislation, and include the electronic SANDACH (animal by-products not intended for human consumption) movement declaration if required. If the aforementioned documentation is not provided or if the movement is not accurately declared, Petselect S.A. will not accept the goods.

Unless expressly accepted on a case-by-case basis by the Purchasing Department of Petselect, all goods must arrive at our facilities with at least 80% of their shelf life remaining.

1.2.- Quality of goods or services.

The delivered goods or raw materials, as well as the provided services, must comply with the product requirements and technical specifications required by PETSELECT S.A., which were provided for review during the material and supplier approval process. In any case, in the event of purchasing goods suitable for consumption and in accordance with applicable legal regulations, these goods must meet all health control standards established by the relevant regulations and be accompanied by documentary evidence of their compliance. If the supplier fails to comply with this requirement, PETSELECT S.A. may reject the goods within the timeframes and conditions outlined later, and the seller will be responsible for any damages or losses caused by the defective delivery. Additionally, the supplier must ensure the traceability of the supplied products or raw materials and comply with the following applicable regulations and their updates:

- ⚡ Law 12/2013, of 2 August, on measures to improve the functioning of the food supply chain.
- ⚡ Royal Decree 465/2003 on undesirable substances in animal feed
- ⚡ Regulation (EC) No 1069/2009 of the European Parliament and of the Council of 21 October 2009 laying down health rules as regards animal by-products and derived products not intended for human consumption and repealing Regulation (EC) No 1774/2002 (Animal by-products Regulation)
- ⚡ Royal Decree 476/2014, of 13 June, regulating the national register of movements of animal by-products and derivatives not intended for human consumption.

PETSELECT S.A. may reject the goods or withhold payment until documentary evidence of compliance is provided, or terminate the contract if such evidence is not supplied within the specified timeframe.

Furthermore, the supplier will ensure that services are provided in accordance with the highest professional standards and will be liable for any damages or losses (including loss of earnings) that may be incurred by PETSELECT S.A., directly or indirectly, due to defects, incompleteness, or delays in delivery.

1.3.- Penalty for delay.

From the moment the contract is signed, the supplier undertakes to deliver the goods or provide the services within the stipulated deadlines. Both parties agree that the delivery deadlines is an essential element of the contract. Therefore, if the supplier does not comply with the specifically agreed-upon delivery deadlines, PETSELECT S.A. may demand compensation as a penalty for the delay, under the following terms:

- ⚡ For raw materials purchases: the equivalent of an amount equal to 2% of the total price of the contracted supply, if the delay exceeds 30 days, or 1% if the delay is equal to or less than said number of days.
- ⚡ For all other purchases: the equivalent of an amount equal to 10% of the total price of the contracted supply, if the delay exceeds 30 days, or 5% if the delay is equal to or less than said number of days.

However, if the damages incurred by PETSELECT S.A. due to the delay are quantifiable and the amount exceeds the applicable penalty percentage, PETSELECT S.A. may choose to claim either the amount of those damages or the penalty for delay specified in this contract. The penalties for delay may be enforced by deducting their amount from the invoices issued by the supplier that are pending payment or even from new invoices to be issued (future invoices), with the supplier agreeing to this offsetting of credits. In any case, a delay in the delivery of the goods of more than 60 days will entitle PETSELECT S.A. to reject the goods, either in whole or in part, without any obligation to pay any amount, and the supplier will bear all associated costs incurred.

1.4.- Verification procedure (Inspection of goods).

In the case of raw material purchases, once they have been effectively received at the facilities of PETSELECT S.A., the company will have a maximum period of 30 calendar days from that date to inspect the goods and verify if they match what was agreed upon in the contract or order confirmation. If the raw materials correspond to those agreed upon and comply with all applicable legal regulations, PETSELECT S.A. will notify the supplier, for which the non-rejection of the products within the specified verification period will be considered sufficient. For these purposes, the delivery of goods or raw materials will be considered complete when PETSELECT S.A. notifies the supplier of their approval or, failing that, if 30 days have elapsed since they were made available and PETSELECT S.A. has not raised any objections with the supplier. In any case, for the delivery to be considered complete during the purchase or supply of raw materials, it is mandatory that all necessary documentation for the goods is submitted within the verification period.

If the quantity or quality of the raw materials provided by the supplier does not match what was stipulated, PETSELECT S.A. may reject the raw materials and must notify the supplier of this within the aforementioned 30 calendar days from the date they were made available. If the supplier agrees with the claim, they will remedy the non-compliance and replace the defective goods free of charge, or, if applicable, complete the order within a maximum period of 30 business days from the date they were notified of the incident.

If the supplier does not agree with the defects reported by PETSELECT S.A., and both parties are unable to reach an agreement regarding the nature and extent of the reported defects within 30 calendar days from the notification, either party may request the involvement of an independent expert to determine the existence of the alleged defects. The party wishing to exercise this right must notify the other party within 7 days after the 30-day period for reaching an agreement has expired without success. This expert's report will be binding for both parties. The costs of the expert will be borne by the party whose claims have been rejected. If the report refutes the conclusions of both parties and does not fully support either side, the cost will be shared equally between them.

TWO.- PRICE AND PAYMENT METHOD.

The price of the goods or services will be determined by the parties in the contract or special conditions.

In the case of orders placed by PETSELECT S.A., the price of the transaction will be the one stated in the order confirmation document and sales conditions duly accepted by PETSELECT S.A. and signed by both parties. In the case of food product prices, the price agreed upon between the primary agricultural, livestock, fishing, or forestry producer, or a group of these, and their first buyer will cover the actual production costs. The supplier, in these cases, guarantees PETSELECT S.A. that the agreed price complies with this legal requirement.

All the payments that PETSELECT S.A. is obligated to make by virtue of this contract for any reason whatsoever will be made upon the supplier's submission of the appropriate complete invoice, without the need for any special requirement on the part of the supplier, on the date on which they are due in accordance with these general terms and conditions and the special conditions, if any, agreed in each contract or order, by means of:

- ⚡ Either a bank transfer to the account designated for this purpose by the supplier.

- ⚡ Or the delivery of bills of exchange.

Regardless of the payment method agreed upon by the parties, the payment period for PETSELECT S.A. will not exceed 60 calendar days from the delivery of the goods, or 30 calendar days in the case of fresh and perishable food products.

The aforementioned period will commence from the effective receipt of the goods at the facilities of PETSELECT S.A., once the verification period regulated in point 1.4 of these general terms and conditions has concluded. Regarding the delivery of food products specifically, PETSELECT S.A. is required to document the delivery and receipt operation, explicitly stating the date. Likewise, the supplier must indicate on their invoice the date when the payment is due and must send the invoices to PETSELECT S.A. within thirty days following the effective date of the delivery and receipt of the goods. Any payment that is due on a non-business day must be made on the next business day, unless that next business day falls in the following month, in which case the payment must be made on the previous business day. Any payment that PETSELECT S.A. makes or is obliged to make as a result of this contract will be considered received by the supplier when it has been received on the designated payment date or within the deadline established by the parties, thereby fully releasing PETSELECT S.A. from its obligation. Payments made by PETSELECT S.A. prior to their due date, or even before the delivery of the goods, will in no case imply acceptance of the goods, and PETSELECT S.A. will retain the right to claim or reject them in a timely and proper manner.

THREE.- DELIVERY LOCATION FOR THE GOODS OR SERVICES.

The delivery of goods or services will be carried out in accordance with the terms agreed upon in the corresponding contract or special conditions. Only variations in the previously agreed delivery conditions that are documented in writing and signed by both parties will be accepted. In the absence of an agreement between the parties, deliveries will be made at the facilities of PETSELECT S.A. or at other warehouses designated by PETSELECT S.A. The supplier will bear all costs until the goods or contracted services are delivered there, and the supplier assumes all risks and responsibilities for anything that occurs until the effective delivery.

FOUR.- TAXES.

The taxes accrued in each operation or contract will be paid according to what has been agreed upon by the parties in the contract or special conditions, or, failing that, according to the applicable regulations.

FIVE.- ASSIGNMENT OF THE CONTRACT.

The parties may not assign or transfer their contractual position without the prior written consent of the other party, unless the assignment is made to another company within the same corporate group, with the assignor assuming joint and several liabilities with the assignee in writing. Nevertheless, PETSELECT S.A. may freely assign its contractual position to any company within its group as defined in the preamble of this document, requiring only notification to the supplier.

SEXTA.- GUARANTEES AND LIABILITIES OF THE SUPPLIER.

The supplier guarantees PETSELECT S.A. that:

- ⚡ The supplied goods and/or services are free from defects, hidden flaws, and conform to the promised quality and the agreed-upon specifications.
- ⚡ The supplied goods and/or services comply with all legally and contractually required standards regarding quality, traceability, environmental protection, occupational risk prevention, and compliance.
- ⚡ The supplier agrees to comply with the agreed-upon conditions and to observe and adhere to the PETSELECT S.A. Supplier Code. This commitment is formalized through the signing of the PETSELECT S.A. Supplier Code and the General Supply Conditions, or through the implicit acceptance of orders or offers made by PETSELECT S.A. In this latter case, the location of these documents will be specified so that they can be reviewed before acceptance.

SEVEN.- CONTRACT TERMINATION.

The contract will be terminated, without further formality, in the following cases:

1.- Due to a serious breach by either party of the obligations assumed under the order and/or contract, or the violation of these general terms and conditions.

2.- Due to serious breaches by the supplier regarding the quality of the delivered goods or provided services.

3.- Due to a serious breach by the supplier of the PETSELECT S.A. Supplier Code and/or Policy. 4.- Due to a breach of any applicable regulations concerning the specific obligations of each party. Termination based on the aforementioned circumstances will not entitle the supplier to claim any compensation for any reason.

The right of termination may be exercised in the following manner:

- ⚡ If one of the aforementioned grounds for termination arises, the compliant party may formally request the non-compliant party to remedy the breach within a maximum period of 10 days from the receipt of the notification.
- ⚡ - If the breach is not remedied within the granted period, the requesting party may immediately cease fulfilling its obligations and terminate the contract, along with any legal consequences that may arise. The compliant party is authorized to offset any outstanding payments against the damages incurred.

Notwithstanding the above, the compliant party's failure to act in the manner previously required in response to the other party's breach will not validate the breach nor waive the compliant party's right to exercise its rights in the event of a subsequent breach. Regardless of the above, the parties are obligated to notify each other of the total or partial termination of contracts with a duration of one year or more, by means of a written notice at least 3 months in advance.

EIGHT.- INSURANCE.

Any supplier entering into a contract with PETSELECT S.A. is required to take out and maintain in force throughout the duration of the business relationship, insurance policies with a reputable insurance company. These policies must cover, at a minimum, the following risks in amounts adequate to address the obligations outlined in the contract:

- ⚡ 1.- Accident insurance for all its employees and subcontractors.
- ⚡ 2.- Mandatory and voluntary civil liability insurance for motor vehicle use with regard to the vehicles employed for transporting the supplied goods.
- ⚡ 3.- Civil liability insurance, that covers the supplier's liability for damages caused to PETSELECT S.A. or to third parties, even if such claims are made against PETSELECT S.A.

The supplier will provide, where appropriate, at the request of PETSELECT S.A., a copy of the contracted policies or a certificate from the insurers regarding those policies. In the event of an incident, the supplier must take all necessary actions to mitigate damages and notify the appropriate insurance companies.

NINE.- APPLICABLE LEGISLATION.

The applicable legislation will be that of Spain.

TEN.- JURISDICTION.

The parties, renouncing any other jurisdiction that may correspond to them, submit to the jurisdiction of the courts and tribunals of A Coruña (Spain).

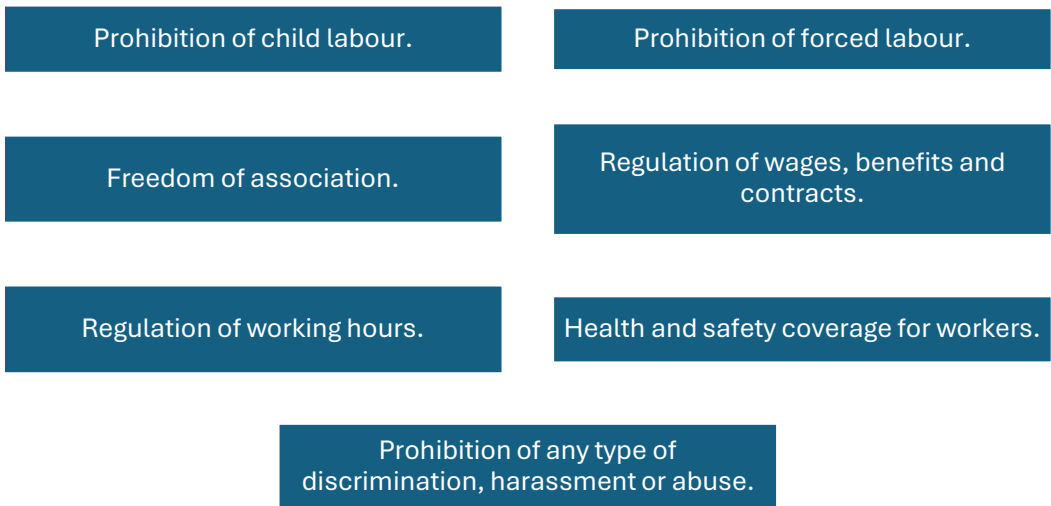
ELEVEN.- INDEPENDENCE OF THE PARTIES.

The parties expressly state that the signing of this contract does not imply any association or dependence between them, in such a way that it does not convert the supplier or its employees and collaborators into agents, partners, managers, agents, legal representatives or employees of PETSELECT S.A. or vice versa. Consequently, the relationship between the parties will be solely and exclusively that which arises from the terms of this contract and for the duration of the commercial operations between the parties.

TWELVE.- PETSELECT S.A. SUPPLIER CODE AND CORPORATE SOCIAL RESPONSIBILITY.

The supplier acknowledges receipt and acceptance of the Ethical Code and Anti-Bribery Policy of Jealsa Foods S.A.U, as well as the Partners Policy developed by PETSELECT S.A., which have been previously provided and are publicly available on [Jealsa Corporación - Compliance](#) and www.petselect.eu. The supplier commits to respecting and complying with these policies. Likewise, the supplier undertakes to maintain a strong and firm commitment to human and labour rights, safety, health, quality and the environment, using the best practices in its operations, carrying out a sustainable management of natural resources and complying with international standards regarding safety, health, quality and the environment.

Specifically, suppliers will be required to have social policies that include, at a minimum:



Additionally, suppliers located in high-risk countries may be required to undergo audits according to SMETA, BSCI AMFORI, SA8000, or similar standards, and PETSELECT S.A. may request proof of such audits.

THIRTEEN.- PERSONAL DATA PROTECTION.

Both parties undertake to respect the applicable regulations regarding personal data protection and to comply with the necessary documentation and protocols in this regard.

FOURTEEN.- CONFIDENTIALITY AND PROTECTION OF THE INFORMATION EXCHANGED BY THE PARTIES. The parties undertake to keep all the information exchanged in their business relations confidential. All data and information provided by PETSELECT S.A. to the supplier are considered trade secrets in accordance with Law 1/2019 of 20 February on trade secrets.

FIFTEEN.- PETSELECT S.A. COMPLIANCE POLICIES AND MONITORING OF SUPPLIERS.

15.1 Compliance policies.

At PETSELECT S.A., regulatory compliance is an essential aspect of its operational activities. To this end, as an integral unit of Jealsa Foods S.A.U., it has implemented a Criminal Compliance and Anti-Bribery Integrated Management System (SIGCPAS) in accordance with UNE 19601 and ISO 37001 standards, managed by a Compliance Committee, and has established policies and monitoring mechanisms to ensure legal compliance. The supplier undertakes to comply with the PETSELECT S.A. criminal risk management system published on its website (www.jealsa.com/compliance/), as well as its whistleblowing channels, demonstrating a zero tolerance towards criminal activity and it will exercise appropriate supervision and control of its organization to prevent, detect and mitigate the criminal risks that it may face.

Failure to comply with the above will entitle PETSELECT S.A. to terminate the contract in accordance with the provisions of Article 1124 of the Civil Code.

15.2 Monitoring of suppliers.

PETSELECT S.A. will be entitled to request from the supplier any documents it deems necessary to ensure the correct fulfilment of the supplier's obligations, compliance with the law and the quality of its products or services. PETSELECT S.A. will also be entitled to require the supplier to inform the latter's employees and stakeholders about its whistleblowing channel. PETSELECT S.A. may also carry out audits of the supplier for the purpose of verifying compliance with its obligations, present or future, the quality of its products or services and compliance with the regulations in force and the policies of PETSELECT S.A.

15.3 Anti-corruption policies.

Jealsa Foods S.A.U and, consequently, PETSELECT S.A. uphold a strict zero-tolerance policy toward bribery and corruption. To this end, it has an Anti-Corruption Policy and a Gifts Protocol in place to strictly prevent these harmful practices. The supplier is obliged to adhere to these policies not only in its dealings with PETSELECT S.A. but also in any other area in which they operate in the market.

15.4 PETSELECT S.A. purchasing policy

The PETSELECT S.A. Partners Policy is made available to all suppliers. This document will be permanently accessible on its website and will be mandatory in relationships with PETSELECT S.A. (as indicated on the corporate website).

SIXTEEN.- MISCELLANEOUS.

16.1.- Entire Agreement. Severability.

This contract encompasses the entire agreement between the parties regarding the subject matter it addresses and supersedes all prior contracts or pre-contractual commitments, whether verbal or in writing, that may have been binding on the parties concerning this matter. If any provision of this contract is declared null and void or ineffective, this will not affect the other provisions. The parties will be released from the rights and obligations arising from the provision declared null and void or ineffective, but only to the extent that the rights and obligations in question are thereby affected. In this case, the parties will negotiate in good faith to replace the null and void or ineffective provision with a valid and effective one that reflects, as far as possible, the original intent of the parties.

16.2.- Obligation to retain documentation.

The parties must retain all documents generated in their business relationship. The parties are required to provide food contracts and any subsequent amendments to the authorities responsible for inspection and control.

16.3.- Acts of God and Force Majeure.

The parties agree that unforeseen events that could have been anticipated and, where applicable, avoided cannot be invoked as grounds for contractual non-compliance. In cases of non-compliance due to unavoidable force majeure, the parties will not be held liable. In such cases, the parties must reach an agreement on fulfilling the contract within 10 days of becoming aware of the force majeure event.

16.4.- Modifications and waivers.

This contract may only be modified by a written instrument signed by the contracting parties, which includes an express statement of the agreed modification. The failure of one party to exercise any right available under this contract will not be considered a waiver of that right and will not prevent its subsequent exercise at any time during the term of this contract.

16.5.- Independent nature of clauses.

The possible declaration of illegality, nullity, invalidity, or unenforceability of one or more clauses of the contract, or parts thereof, by a judicial or administrative authority will not result in the illegality, nullity, invalidity, or unenforceability of the other clauses or paragraphs, which will remain fully valid to the extent applicable, provided that the clauses or parts thereof

declared illegal, null, invalid, or unenforceable are not essential. The parties will negotiate in good faith the replacement of such clauses and the measures which best serve the purpose intended by such clauses and paragraphs.

16.6.- Notifications.

Notifications, authorizations, consents and other communications that are related to the Contract must meet the following requirements:

- ⚡ They must be in writing.
- ⚡ They will be delivered by hand, with acknowledgment of receipt, or will be sent by any means that proves the content and date of delivery.
- ⚡ They will be sent to the recipients at the addresses specified in the heading of the corresponding contracts, unless the parties provide reliable prior notice of a change of address.
- ⚡ Communications sent to the email addresses specified in the contract, or to those that the parties provide in writing as substitutes or additions, will also be accepted.

Notifications will be deemed to have been made on the date on which they are sent. In witness whereof, the parties will include these general conditions into the contract, where applicable, as an inseparable part thereof, in the place and on the date indicated in the heading of the contract to which they are attached, and will sign them, ratifying their content in full. If such a contract does not exist, the existence of General Purchase Conditions will be indicated, along with the location where they are available for review, such that the acceptance of the order or service offer will imply the supplier's consent to this document.

Pobra do Caramiñal, 14th October 2024

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by several loops and a long horizontal stroke extending to the right.

Signed by: Luis R. Martínez
Managing Director