



GENERAL TERMS AND CONDITIONS OF PURCHASE - Dole Europe GmbH (January 2026)

1. Scope

- 1.1. These General Terms and Conditions of Purchase ("Conditions") apply to all contracts for the purchase of fresh fruits, vegetables and fruit products (collectively: "Goods") concluded between Dole Europe GmbH ("Buyer" or "Dole") and the supplier ("Seller") ("Contracts").
- 1.2. Conflicting or deviating terms and conditions of the Seller shall not apply unless expressly accepted in writing, even if the Buyer does not expressly object to them. This shall also apply if the Seller's terms and conditions are printed on quotations, order confirmations or similar documents or if the Seller forwards his own terms and conditions to the Buyer and the Buyer subsequently places an order, or if the Buyer does not make an objection upon receipt of the Seller's general terms and conditions after placing an order.

2. Conclusion of Contract

- 2.1. Purchase orders ("Purchase Orders") are only binding if they are made in writing, by e-mail, EDI, or any other text form authorized by the Buyer.
- 2.2. Verbal agreements or modifications are only valid if confirmed in writing by the Buyer.
- 2.3. If a Purchase Order is not accepted by the Seller immediately, the latest within one working day after receipt or any other period stipulated in the Purchase Order ("Acceptance Period"), Buyer may revoke the Purchase Order without any liability to the Seller. Until a Purchase Order is accepted by the Seller in writing, Buyer is not bound by such Purchase Order and may revoke, modify or change the Purchase Order at any time.

3. Delivery and Risk

- 3.1. Delivery dates and quantities specified in the Purchase Order are binding.
- 3.2. The Seller shall be obliged to deliver the Goods as listed in the Purchase Order. Unless otherwise agreed, the Goods shall be deemed delivered after reception at the point of intake.
- 3.3. The delivered Goods must be accompanied by all necessary documents and certificates.
- 3.4. Ownership and risk shall pass from the Seller to Buyer at delivery, and unless otherwise agreed, the Seller shall be responsible for all costs incurred in respect of the Goods until the Goods are off-loaded at the point of intake.
- 3.5. Partial, early or excess deliveries are only accepted after prior written consent of the Buyer.
- 3.6. Deliveries shall be subject to the Incoterm stated in the Purchase Order. If no Incoterm is specified in the Purchase Order, delivery shall be made FCA (Incoterms 2020) at the designated loading place.
- 3.7. Without prejudice to any other rights Buyer may have under the Contract or any other legal grounds, the Seller shall notify the Buyer in text form without delay if circumstances become apparent which indicate that the agreed time for delivery of Goods will not be met.
- 3.8. In the event of a delay in delivery, especially if a fixed delivery date has been agreed upon, the Buyer shall be entitled without prejudice to other rights or remedies Buyer may have under the Contract or any other legal grounds and without liability to the Seller to withdraw from the Contract without setting a period of grace. In such a case, Buyer may request a refund of the purchase price, if already paid, and claim compensation for all costs, expenses, damages and other losses suffered due to the Seller's failure.
- 3.9. In case of a withdrawal from the Contract the Buyer shall be entitled to buy the ordered Goods or equivalent Goods from another supplier. The additional costs incurred by this shall be paid by the Supplier.

4. Quality, Food Law and Certifications

- 4.1. The Goods must be of marketable quality, sound, and suitable for human consumption.
- 4.2. Goods must be properly packed, cooled and transported to preserve freshness. The Seller takes all necessary steps prior to delivery of the Goods to ensure that the Goods arrive in sound condition and ensures that the Goods are stored in accordance with industry standards.

4.3. The Seller confirms to abide by any applicable protocols and standards in the relevant industry in respect of the handling of the Goods so as to ensure that the quality of the Goods is not adversely affected, also to the extent that it can no longer be sold in the class in which it was packed.

4.4. The Seller warrants that all Goods comply with all applicable EU and German food safety, packaging and labelling rules, in particular and as amended or replaced from time to time, the German Food and Feed Code ("Lebensmittel- und Futtermittelgesetzbuch" or "LFGB"), the Food Information to Consumers Regulation (Regulation (EU) No 1169/2011), the EU Marketing Standards for Fresh Fruit and Vegetables (Regulation (EU) 2023/2429), including the Commission Implementing Regulation (EU) 2023/2430, the Food Hygiene Regulation (Regulation (EC) No 852/2004) the General Principles of Food Law (Regulation (EC) No 178/2002), the Regulation on Maximum Residue Levels (Regulation (EC) No 396/2005), the Contaminants Regulation (Regulation (EU) 2023/915), the Regulation on protective measures Against Pests of Plants (Regulation (EU) 2016/2031), the Regulation on Official Controls (Regulation (EU) 2017/625), including, where applicable, Commission Implementing Regulation (Regulation (EU) 2019/1793) and commits to provide all the necessary evidence, certificates and analysis reports in a timely manner.

4.5. The Seller must provide valid certifications (such as Global.G.A.P., GRASP, IFS, Organic) and maintain them throughout the business relationship.

4.6. The Seller ensures compliance with the Dole Code of Conduct, available at : www.compliancep04v02code-of-conduct20221213finalenglish.pdf

4.7. The Seller commits to sustainable agricultural practices and fair trade principles. No Goods may originate from farms violating social, environmental or sustainability standards. In particular, the Seller commits to follow the Dole Policies on Human Rights, Environment, Climate and Water, available at: <https://www.doleplc.com/sustainability/Policies/default.aspx>.

4.8. If required, the Seller must provide laboratory analyses (e.g. residue reports) without delay. For temperature-controlled shipments, continuous temperature records must be kept and provided to the Buyer upon request within 24 hours.

4.9. The Seller shall ensure compliance with the Buyer's MRL (Maximum Residue Limit) specifications as communicated by Dole, which may be stricter than legal limits.

4.10. The provisions of this Section 4 are deemed essential contractual obligations. Any breach of these obligations shall give rise to liability in accordance with Section 9.

5. Compliance with Supply Chain Laws (LkSG)

5.1. The Seller undertakes to comply with the German Supply Chain Due Diligence Act (LkSG) as amended from time to time, and with any other applicable mandatory supply chain due diligence laws

5.2. The Seller shall establish and maintain appropriate risk management and preventive measures within its own business operations and, where applicable, within its supply chain, in accordance with the LkSG. The Seller shall inform the Buyer without undue delay if it becomes aware of any actual or imminent violations of human rights or environmental-related obligations within the meaning of the LkSG.

Upon reasonable prior notice and during normal business hours the Buyer shall be entitled to request appropriate evidence of compliance with this Clause 5, such as self-assessments, policies, or relevant audit certificates. On-site audits shall only be conducted for good cause and in a reasonable manner, taking into account the Seller's legitimate interests.

6. Inspection, Acceptance and Notification of Defects

6.1. The Buyer will inspect the Goods on a sampling basis upon delivery.

6.2. Visible defects or shortages must be reported within 2 working days of discovery; hidden defects within 3 working days of discovery.

6.3. In case of non-conforming Goods, the Buyer may demand the statutory warranty claims including replacement delivery, price reduction, or rescind the Contract and claim damages.

- 6.4. Non-marketable Goods (e.g. any goods that fail to meet the Buyer's contractual specifications related to fruit quality or which do not comply with documentation requirements) may be rejected or disposed of at the Seller's cost.
- 7. Product Liability, Recall and Traceability**
- 7.1. The Seller is fully liable for any damage caused by defective Goods.
- 7.2. The Seller ensures traceability from field to batch in accordance with applicable product safety law.
- 7.3. In the event of a recall or food safety issue, the Seller shall immediately cooperate with the Buyer and authorities and bear all related costs (including recall logistics, disposal and public notices).
- 8. Price and Payment Terms**
- 8.1. The purchase of the Goods is subject to the prices as set out in the Purchase Order.
- 8.2. The payment is subject the Goods being delivered in accordance with the agreed time, volume, quality and specification as set out in the Purchase Order. It shall be the Seller's responsibility for ensuring and maintaining the quality and condition of the Goods from the orchard until the Goods are delivered to and accepted by Dole at the point of intake.
- 8.3. Unless otherwise agreed, the invoice will be paid 30 days after receipt of a proper invoice.
- 8.4. All payments made by Dole to the Seller shall be made in accordance with the banking details given by the Seller. Should the Seller's banking details change at any time during the application of the Contract, it shall be the Seller's responsibility to timeously inform Dole thereof by way of a written notice signed by the Seller and to provide the necessary evidence and documentation.
- 8.5. The Seller may not set-off any claims it may have under the Contract against any claims of Dole or refuse to perform any obligation it may have under the Contract on the grounds that it has a right of retention, unless the rights or claims of the Seller are not disputed by Dole or have been confirmed by a final decision of a competent court.
- 9. Liability and Insurance**
- 9.1. The Seller shall be liable for all damages caused by breach of Contract or statutory duty.
- 9.2. The Seller shall indemnify and hold harmless Dole and its affiliates (including its parent company, Dole Plc.) against all legal actions or claims for injury, loss or damages arising out of Seller's culpable breach of the Contract including these Conditions as well as against all legal actions or claims for injury, loss or damages resulting from the Goods supplied to Buyer unless to the extend it is based on Buyer's fault.
- 9.3. The Seller must maintain a product liability insurance with sufficient coverage and provide proof thereof to the Buyer upon request.
- 10. Confidentiality**
- The Seller shall treat all business and operational information of the Buyer as confidential and may not disclose it to third parties without prior written consent.
- 11. Sanctions Compliance**
- 11.1. The Seller represents and warrants that: (i) it is not the subject of any sanctions imposed by any sanction regimes applicable to either party to the Contract, which may include UN, EU, US, UK and locally applicable sanctions regimes (together, the "Sanctions Regimes") and (ii) is not located, organized or resident in a region, country or territory that is, or whose government is, the subject of sanctions imposed by any of the Sanctions Regimes.
- 11.2. The Seller agrees to comply with any Sanction Regimes in conducting business with Dole. The Seller shall immediately notify Dole thereof in writing if the Seller: (a) is or has engaged in any activity that contravenes any of the Sanctions Regimes; and/or (b) becomes aware of any claim, action, suit, proceedings or investigation against it related to such Sanctions Regimes, so far as is relevant to the Contract.
- 11.3. The Seller will ensure that no proceeds paid pursuant to the Contract will directly or indirectly, be used, paid or otherwise made available, in breach of the Sanctions Regimes.
- 12. Anti Bribery and Corruption**
- When acting on behalf of or conducting business with Dole or its affiliated companies, Seller shall:
- 12.1. abide by Dole plc's Anti-Bribery & Corruption policy (the "ABC Policy"), a copy of which is available at <https://www.doleplc.com/investor-relations/governance/governance-documents/default.aspx>.
- 12.2. comply with all anti-bribery and anti-corruption laws and regulations under the Contract, including the US Foreign Corrupt Practices Act, the Treaty on the Functioning of the European union (TFEU) and any other applicable laws (collectively, the "Anti-Bribery Laws"); and
- 12.3. have and maintain, throughout the term of the Contract, adequate policies, procedures, and controls to ensure compliance with the provisions of Dole's ABC Policy and the Anti-Bribery Laws so far as is relevant under the Contract.
- 13. Cybersecurity**
- The Seller confirms that he has implemented and maintains appropriate cybersecurity measures to protect systems, networks, and data relevant to the performance of any transaction under these Conditions. In particular, the Seller shall: (i) Employ up-to-date antivirus and anti-malware protection, (ii) Provide regular security awareness training to all personnel handling systems, data, or access related to the agreement, (iii) Ensure all systems and software are regularly updated with the latest security patches, (iv) Use strong access controls, including unique passwords and, where feasible, multi-factor authentication (MFA), (v) Securely store and transmit any confidential or personal data, (vi) Promptly notify the Buyer of any actual or suspected data breach or security incident that may affect the Buyer's data or operations.
- 14. Force Majeure**
- 14.1. Events of force majeure (e.g. natural disasters, extreme weather, pandemics, strikes, war, government restrictions) release the affected party from its obligations for the duration of the event.
- 14.2. The affected party shall inform the other without delay.
- 14.3. If the disruption lasts more than 14 days, the Buyer may withdraw from the Contract without liability. The Buyer may further withdraw from the Contract with immediate effect if performance becomes economically or operationally unfeasible due to force majeure.
- 15. Governing Law and Jurisdiction**
- 15.1. These Conditions and all Contracts arising therefrom shall be governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.
- 15.2. Exclusive place of performance and jurisdiction shall be Hamburg, Germany.
- 15.3. If any provision of these Conditions is or becomes invalid, the validity of the remaining provisions remains unaffected.