



GENERAL TERMS AND CONDITIONS OF SALE - Dole Europe GmbH

(January 2026)

1. General Provision, Scope of Application

1.1 These General Terms and Conditions of Sale ("Conditions") shall apply to all sales and deliveries of goods by Dole Europe GmbH ("Dole" or "Seller") including its affiliated companies, if they explicitly refer to these Conditions, to the contracting party ("Buyer"). These Conditions form a constituent part of all offers, orders and agreements between Dole and Buyer.

1.2 Any contradictory or supplementary terms and conditions of the Buyer shall be excluded hereby, unless Dole expressly approves the validity thereof in writing. This shall apply even if Dole renders the delivery to the Buyer unconditionally in awareness of the contrary or variant provisions of the Buyer.

1.3 These Conditions shall apply only to enterprises in the terms of § 310(1) of the German Civil Code.

1.4 In supplementation of these Conditions, the Common European Usages for the Domestic and International Sale of Eatable Fruits and Vegetables (COFREUROP) 2024 shall apply as amended. If there is a conflict between these Conditions and COFREUROP, then (to the extent permitted by law) the relevant provision of these Conditions shall take priority over the conflicting provision of COFREUROP.

2. Delivery

2.1 Unless otherwise agreed, in the case goods are sold from a loaded ship, the place of performance shall be the nearest seaport; in the case goods are sold from the warehouse, the place of performance shall be the place where the warehouse is located; in the case of a drop-shipment, the place of performance shall be the place of delivery. In all other cases and unless otherwise agreed, deliveries shall be made FCA at Dole's premises or at the place as designated by Dole, Incoterms 2020.

2.2 Unless determined otherwise, the destination shall be the place where the Buyer has its registered office.

3. Conclusion of Contracts

3.1 The Contract is concluded upon Dole's acceptance of the Buyer's offer. Offers from Dole are non-binding.

3.2 The sale shall be made subject to Dole itself being supplied in an accurate and timely fashion by Dole's suppliers. Dole shall use reasonable efforts to procure the goods, provided that a congruent covering transaction has been concluded and the non-delivery is not attributable to Dole. In the event of non-availability, the Buyer shall be informed without undue delay. Statutory rights of withdrawal shall remain unaffected. Deviations common to the trade are hereby reserved.

4. Prices Payment Terms, Set-Off, Right of Retention

4.1 Prices are to be construed pursuant to the stipulated unit of measurement, EC duty paid, with free delivery from the loading docks, seaport or place of storage, or freight-free to the destination, as agreed.

4.2 Prices do not include the value-added tax applicable; the value-added tax applicable on the issue date of the invoice will be disclosed separately in the invoice.

4.3 Dole is entitled at any time to offset any claims it may have against the Buyer with counterclaims of the Buyer, regardless of whether these counterclaims are legally established, undisputed, or acknowledged by Dole. Dole is also entitled at any time to transfer its rights against the Buyer (or against a Dole-affiliated company) to a member of the group, an affiliated company, or any other legal entity in which Dole holds an interest. The Buyer shall be entitled to withhold payment or offset counterclaims only to the extent such counterclaims are undisputed or confirmed in a final and binding judgment. Other rights of retention may be asserted only to the extent that they are based on the same contractual relationship. Rights of retention based on defects may be asserted subject to the requirements set forth above and only in a reasonable proportion to the defects that have occurred.

5. Acceptance

5.1 Bananas must be accepted during unloading. Unaccepted batches shall be stored immediately after the unloading at the Buyer's cost and risk.

5.2 If other products are sold from the seaport and/or another warehouse, the acceptance must be made within two days after the date of sale or the earliest available date. In the case of drop shipments, the Buyer shall be obligated to accept the goods at the first destination of the means of transport.

5.3 If the acceptance period is exceeded, the goods shall be stored at the Buyer's cost and risk.

5.4 Dole hereby reserves the rights based on 5.1 and 5.2 COFREUROP.

5.5 Not collected Goods will be stored for a maximum of 5 days at the Buyer's expense and risk. After this period, Dole is entitled to resell or otherwise dispose of the goods.

6. Buyer's Obligations

6.1 The Buyer shall bear all risks of transport between the place of performance and the destination.

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

6.3 Dole and the Buyer shall comply with Regulation (EC) No. 178/2002. Upon request, the Buyer shall immediately (within 4 hours at the latest) provide Dole with all traceability data in accordance with Art. 18.

6.4 If unsafe goods are suspected, the Buyer shall cooperate with Dole in blocking/withdrawal/recall in accordance with Art. 19 Regulation (EC) No. 178/2002; authorities shall be informed immediately. Costs shall be borne according to causation.

6.5 For B2C distribution, the Buyer shall take into account the obligations under EU GPSR 2023/988 (recall remedies) and grant Dole a contractual right of recourse against the Buyer insofar as the Buyer's sphere of influence is causally responsible.

6.6 The Buyer guarantees compliance with Regulation (EC) 852/2004 (GHP/HACCP) from unloading onwards, including temperature control, cleanliness, protection against cross-contamination, documented goods receipt inspection (photos/temperature/transport damage), and SOP blocking in suspicious cases. Dole shall be granted appropriate audit/inspection rights.

6.7 If the Buyer repackages, re-labels or otherwise alters the original labelling of the goods, the Buyer shall ensure full compliance with all applicable legal requirements, including Regulation (EU) No. 1169/2011 and any national provisions. The Buyer shall indemnify and hold Dole harmless from any claims deriving from the repackaging, relabeling or altering of the goods.

6.8 Dole and the Buyer shall cooperate in official inspections, provide documents in a timely manner and share any additional costs incurred. The Buyer undertakes to provide any information requested by the authorities within the specified period.

7. Defects, Warranty

7.1 Complaints must always be made immediately, the latest within 8 hours after delivery of the goods.

7.2 Transport defects must be reported to the shipper and noted on the delivery papers. Transport defects must moreover be reported to Dole in writing and supported by photo evidence without delay, the latest 24 hours after receipt of the goods.

7.3 All complaints shall be excluded if the Buyer accepts the goods after inspecting them. This shall not affect the Buyer's rights regarding hidden defects that were not discoverable upon reasonable inspection at the time of acceptance.

7.4 In the event of legitimate complaints regarding quality or quantity, Dole shall be entitled and obligated to render a subsequent performance (delivery of defect-free goods) or subsequent delivery (delivery of the stipulated quantity); due to the nature of the goods sold by Dole, subsequent improvement is ruled out. If Dole fails to meet this obligation within a reasonable period, the Buyer shall be entitled to a fair reduction of the purchase price. Any other material defect warranty claims, particularly claims to rescission or damage compensation claims, shall hereby be excluded as permitted by law.

7.5 The weight at the place of performance shall be decisive. Common losses associated with transport shall be borne by the Buyer.

8. Retention of Title

8.1 The delivered goods shall remain Dole's property (hereinafter "RoT Goods") until full payment of all present and future claims arising from the business relation between Dole and the Buyer.

8.2 The Buyer shall be entitled to process and resell the RoT Goods within the ordinary course of business. This right to process or resell the RoT Goods shall not apply if the Buyer's payment is overdue or if he has not suspended its payments temporarily. As long as Dole is the owner of the RoT Goods, Dole shall be entitled to revoke the right to process and resell them if objective reasons exist. The Buyer hereby undertakes to transfer to Dole all claims with all ancillary rights that he is entitled to from the processing and reselling of goods; Dole hereby accepts these assigned rights.

8.3 Every processing or alteration of RoT Goods in the ordinary course of business shall be carried out on behalf of Dole in such a way that Dole shall be regarded as manufacturer within the meaning of § 950 of the BGB without obligations for Dole. Processed goods shall be regarded as RoT Goods in accordance with this Clause 8. In the event that the Buyer processes, combines, or mixes the RoT Goods with other goods that are not owned by Dole, Dole shall be entitled to co-ownership in the new object in proportion to the value of the RoT Goods to the other goods at the point in time in which they were processed, combined, or mixed. Insofar as the Buyer acquires sole ownership of the new object, it is agreed that the Buyer shall grant co-ownership to Dole in proportion to the value of the processed, combined, or mixed RoT Goods to the new object and shall store them for Dole free of charge.

8.4 The Buyer shall be entitled to collect the relinquished claims and receivables until further notice. Dole shall be entitled to revoke such collection authority if objective reasons exist. Dole shall be entitled to collect the claims itself but shall forego this right, as long as the Buyer meets its payment obligations.

8.5 If the Buyer fails to meet its payment obligations and thus entitles Dole to collect the claims itself, the Buyer shall hand over to Dole, upon request, a list of all RoT Goods for Dole, the assigned claims, as well as the names and addresses of the debtors together with the amount of the claim. Upon request, the Buyer shall be obligated and Dole entitled to notify the debtor of the assignment of claims.

8.6 As long as retention of title persists, any plan to pledge, transfer by way of security, rent or any other plan to transfer or alter the RoT Goods that impair the security of Dole require Dole's prior written consent. If third parties have access, e.g., in the event of execution, the Buyer shall immediately inform Dole and provide them with



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- any information and documents that are necessary for the preservation of their rights and inform the third parties of the retention of title of Dole.
- 8.7 Upon request of the Buyer and at its choice, Dole shall undertake to waive retention of title and/or to release securities if the Buyer has met any and all claims relating to RoT Goods or if the recoverable value from all securities granted to Dole from retention of title, transfer by way of security, and assignment of future claims exceeds the total amount of claims against the Buyer by more than 10%.
- 8.8 In the event of attachments and other third-party intervention, the Buyer must immediately inform Dole in writing so that Dole may file a complaint pursuant to § 771 of the German Civil Procedure Code. If the third party is not in the position to reimburse Dole for the in- and out-of-court costs of a complaint, the Buyer shall be liable for the loss.
- 8.9 In the event the Buyer acts in breach of contract, particularly in the event of default in payment, Dole shall be entitled to take the RoT Goods back. Taking the goods back shall constitute a rescission of the contract. After taking the goods back, Dole shall be authorized to sell them; the sale proceeds are to be credited towards the liabilities of the Buyer, less any reasonable selling costs.
- 9. Limitation of Liability**
- 9.1 Dole shall be liable to the Buyer only in accordance with the relevant statutory provisions in the event of willful conduct, gross negligence, culpable injury to life, limb or health, defects maliciously concealed by Dole or the absence of which was guaranteed by Dole, as well as in the case of defects in delivered Goods to the extent that Dole would be liable for personal and property damage for privately used items in accordance with the German Product Liability Act (Produkthaftungsgesetz).
- 9.2 Subject to Clause 9.1, Dole's liability for breaches by ordinary negligence of a material obligation or of a secondary duty whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper performance of the contract and whose fulfilment the Buyer could reasonably rely upon ("material secondary duty"), shall be limited to damage and losses that were foreseeable at the conclusion of contract and are characteristic for the particular type of contract. Dole shall not be liable for breaches by minor negligence of a secondary duty, which is not a material obligation.
- 9.3 The above limitations of liability shall also apply in the event of the fault of a vicarious agent of Dole as well as for the personal liability of Dole's employees, representatives, executives, and corporate bodies.
- 9.4 A change in the burden of proof to the detriment of the Buyer is not associated with the above regulations.
- 10. Packing/ Means of Transport**
- 10.1 Unless agreed otherwise with Dole in any specific case, the following provisions shall apply between Dole and the Buyer in relation to packing and means of transport:
- 10.2 The Buyer shall only receive reusable packing on loan for the transport of purchased goods. Buyer shall pay the replacement value for reusable packing that is not returned.
- 10.3 Pool pallets (e.g. Euro pallets and Duesseldorf pallets) shall be exchanged consecutively at the unloading point. The Buyer assures that the number of Euro pallets to be exchanged is actually available at the unloading point. Pallets that are not returned by Buyer shall be reimbursed to Dole against market prices.
- 10.4 If any Dole owned pallets are not returned within four weeks after delivery then Dole shall be entitled to obtain from Buyer the replacement price of such means of transport.
- 10.5 Dole is obliged to take back packaging material in accordance with the German Packaging Act (Verpackungsgesetz) and has set up appropriate return- and recycling systems. The Buyer warrants compliance with the German Packaging Act (including but not limited to the registration and data reporting obligations).
- 11. Sanctions**
- 11.1 The Buyer represents and warrants that: (i) it is not the subject of any sanctions imposed by any sanction regimes applicable to either party to these Conditions, 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 Buyer agrees to comply with any Sanction Regimes in conducting business with Dole. The Buyer shall immediately notify Dole thereof in writing if the Buyer: (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 this Conditions.
- 11.3 In compliance with this Section, Buyer agrees that no goods sold under this Agreement will be re-sold or otherwise provided directly or indirectly to any third party if doing so would result in a violation of any of the Sanctions Regimes by either party.
- 11.4 Notwithstanding anything to the contrary in this Agreement, Dole has the right to terminate any transaction under this Conditions with immediate effect and without any liability towards the Buyer in the event that Dole (acting reasonably)
- considers any such transaction or any part thereof, or the Buyer's actions, would or might result in a violation of any of the Sanction Regimes.
- 12. Anti Bribery and Corruption**
- When conducting business with Dole or its affiliated companies, Buyer 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 applicable to either party under this Agreement, 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 any transaction under this Conditions, adequate policies, procedures, and controls to ensure compliance with the provisions of the ABC Policy and the Anti - Bribery Laws so far as is relevant under this Conditions.
- 13. Cybersecurity**
- The Buyer 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 Buyer 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 Seller of any actual or suspected data breach or security incident that may affect the Seller's data or operations.
- 14. Force Majeure Events**
- 14.1 In the event that Buyer or Dole is unable to perform its obligations with respect to any sale to which these Conditions apply due to events of force majeure, including but not limited to acts of God, severe weather disturbances, governmental action, fires, explosions, strikes, slowdowns or other concerted acts of workmen, war or hostilities, insurrections, rebellions, riots or any other civil disorder, embargoes, pandemics, wrecks or delays in transportation, inability to obtain necessary materials, equipment, or shipments at commercially reasonable costs due to industry shortage or disruptions, criminal conduct of third parties, or any failure of the other party to act as required, then in that event, and then only to the extent so justified, the party unable to perform shall, upon written notice to the other party, be relieved of its obligations, but only to the extent of the effects of force majeure and only for so long as the event of force majeure continues.
- 14.2 The party unable to perform shall use its best efforts to remedy the effects of force majeure; however, Dole shall not be obligated by reason of force majeure circumstances, or purchase products from others in order to enable it to deliver such products to Buyer.
- If the affected party cannot provide credible assurance that a delay due to force majeure will not exceed 30 days or if a delay due to force majeure exceeds 30 days, the other party may terminate the contract without liability. Any further statutory rights remain unaffected.
- 15. Final Provisions**
- 15.1 Exclusively German law shall apply to the legal relations between Dole and the Buyer. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
- 15.2 Hamburg, Germany shall be the exclusive place of jurisdiction for all disputes, even internationally. However, Dole shall also be entitled to initiate legal proceedings against the Buyer at the latter's place of general jurisdiction. This shall also apply to protests regarding bills of exchange and summary proceedings based on documentary evidence.
- 15.3 Clauses 4.3.4, 4.4.5, 6.2.2.1, 6.2.3.1, 6.2.3.2, 6.2.3.4 and clause 8 of COFREUROPE are hereby excluded.