

**DOLE PHILIPPINES, INC.**  
**STANDARD TERMS AND CONDITIONS**

- 1) **Definitions:** As used herein: the term "Purchaser" refers to **Dole Philippine, Inc.** for purchases and engagements made; the term "Vendor" means the person, firm, corporation or other business entity from whom the merchandise, and/or equipment, and/or services described on the Purchase Order has been ordered or requested; the term "merchandise and/or equipment" includes all necessary work performed by the Vendor, such as but not limited to installation, support, engineering, maintenance, training, commissioning, repair or related services ("Services") specified on the face hereof under the terms of the Purchase Order both before and after delivery to Purchaser; the term "Purchase Order" means the Purchase Order form issued by Purchaser which describes the specific merchandise to be delivered and/or services to be performed and any additional terms and conditions of purchase of Purchaser set forth in, accompanying or referenced therein; and the term "Agreement" includes the Purchase Order and these Standard Terms and Conditions, collectively.
- 2) **Purchase Order Number:** All invoices, shipping containers, packing sheets, delivery tickets and bills of lading must bear the Purchase Order number assigned by Purchaser.
- 3) **Terms and Conditions:** Upon acceptance of a Purchase Order, Vendor shall be bound by the provisions set forth herein, including all provisions set forth on the face of the Purchase Order, whether Vendor acknowledges or otherwise signs this Agreement or the Purchase Order, unless Vendor objects to such terms in writing prior to shipping merchandise to Purchaser or performing any services. Vendor's acceptance of a Purchase Order shall be conclusively presumed by Vendor's shipment of the merchandise to Purchaser or performance of services for Purchaser or by Vendor's return to Purchaser of an acknowledgement of the Purchase Order. Any terms or conditions contained in any acknowledgment, invoice or other communication of Vendor, which are in addition to or inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Vendor's prior offer, such acceptance is expressly made on condition of assent by Vendor to the terms hereof, and shipment of the merchandise to Purchaser or performance of the services for Purchaser shall constitute such assent.
- 4) **Cancellation:** This writing may be revoked by Purchaser at any time prior to acceptance. Purchaser hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the merchandise or performance of services. Purchaser shall not be subject to any charges or other fees as a result of such rescheduling or cancellation.
- 5) **Labels:** A packing list or label must be attached to the outside of each package for each order for merchandise.
- 6) **Export Requirements:** Export orders require special handling for export clearance; Purchaser therefore reserves the right to return shipments at Vendor's expense for failure to follow instructions on Purchase Orders or other instructions provided by Purchaser.
- 7) **Warranty:** Vendor warrants to Purchaser, its successors, assigns, customers and users of the merchandise/ Equipment that at the time physical possession of the merchandise passes to Purchaser or when title of the merchandise passes to Purchaser, whichever is later:
  - The merchandise shall correspond with the description of the same on the Purchase Order (including any drawings or specifications incorporated herein and samples furnished by

Vendor), and where design is Vendor's responsibility, shall be free from defects in design and workmanship.

- The merchandise is new and not used or refurbished, unless so provided in the Purchase Order.
- The merchandise is free and clear of all liens and encumbrances whatsoever and that Vendor has a good and marketable title thereto.
- The merchandise shall be of good and merchantable quality, fit for the ordinary purposes for which such goods are used or intended to be used and for any other purpose Purchaser requires them for that Vendor knows or has reason to know.
- The merchandise and services shall be in full compliance with all applicable laws and regulations (including but not limited to all manufacturing, environmental, health and safety, labeling and transportation laws and regulations), and with all specifications stated in the Purchase Order and its attachments for the manufacture, storage, testing, packaging, growing, handling, processing and shipping of goods.
- It is in full compliance with Philippines DOLE Department Order No. 174-17, including without limitation all requirements pertaining to the terms of its contracts with its employees.
- The merchandise and services do not infringe on any third party copyright, patent, trademark, service mark, trade secret, non-disclosure obligation or any other intellectual property or proprietary right of any other party and, to Vendor's knowledge, Purchaser's use of the merchandise and services under the terms of this Agreement will not infringe upon or violate any such right.
- The merchandise shall perform and operate in all respects in accordance with the applicable specifications and shall meet the quality, operating conditions and performance requirements described in all applicable specifications, including without limitation any such specifications set forth in the face of the Purchase Order or referenced therein, for at least two (2) years from the date of acceptance, or such longer period as may be specified in the Purchase Order.
- If applicable, the merchandise shall use Purchaser's brand, trademark, trade name, service mark or other intellectual property as directed or approved by Purchaser.
- All services furnished hereunder shall be performed in a professional and competent manner, consistent with the highest industry standards.
- If applicable, the merchandise is not adulterated, misbranded or contaminated under applicable food and safety law and regulations of the country where vendor is located and those in the country or countries where the merchandise and/or equipment will be used or marketed, and other applicable laws, can be introduced into interstate commerce under the applicable laws, and is in full compliance with applicable HACCP (and similar) regulations and standards.
- If applicable, the merchandise will conform to all applicable consumer product safety standards under the applicable laws.
- Any Software shall conform to Vendor's published specifications, Vendor has the right to grant the license to the Software granted herein, there are no limiting or disabling mechanisms in the Software which prevent or restrict Purchaser's use of the Software in accordance with these Terms and Conditions, and the Software does not incorporate, nor is integrated with, or, linked to, any Open Source Software.
- Any work ordered by the Purchaser which is not on the preceding provisions shall be covered by a change Authorization provided the new contract price shall not exceed (10%) of the original contract price. In the event that the new exceeds Ten Percent (10%) of the original price, the same shall be covered by a separate Purchase Order;

The foregoing warranties are in addition to all other warranties, whether express or implied, and shall survive any delivery, inspection, acceptance or payment by Purchaser. If any merchandise delivered hereunder does not meet the warranties specified herein or otherwise applicable under law or regulation, Purchaser may, in addition to any other rights or remedies available to Purchaser, at its option, (i) return such defective or nonconforming merchandise at Vendor's expense to Vendor and recover from the Vendor the order price thereof; or (ii) correct the defective or nonconforming merchandise and charge Vendor with the cost of such correction.

- 8) **Inspection:** All merchandise described on a Purchase Order is subject to the inspection of Purchaser upon arrival at destination, even though payment may have been made for the same prior to such arrival. If upon such inspection, which shall be made within a reasonable time after delivery of the merchandise, the same proves not to conform to the requirements of the Purchase Order, the Purchaser shall be entitled to reject the defective merchandise and return the same to the Vendor, whereupon the Vendor shall refund to Purchaser any part of the purchase price theretofore paid for said defective merchandise, together with all charges incurred by Purchaser for transportation, handling and storage. Use of a portion of the merchandise or services for the purpose of testing shall not constitute an acceptance of the merchandise. In addition, Purchaser reserves the right, at its option, to have rejected merchandise replaced with conforming merchandise at the purchase price stated in the Purchase Order. Purchaser also reserves the right to accept a part of a shipment and reject any part not meeting its specifications and to consider this Agreement breached to the extent of the amount of such rejected merchandise. During normal business hours, upon reasonable notice to Vendor, Purchaser shall also have the right, but not the obligation, to (a) inspect the work conducted and services provided by Vendor under this Agreement; (b) inspect and test Vendor's facility and any equipment used in such work or services, including, without limitation, any areas where the merchandise (or components thereof) are stored, handled, packaged or manufactured; and (c) inspect and obtain copies of all books and records (including financial and technical books and records), licenses, authorizations, approvals or written communications from any governmental entity or agency applicable or related to such merchandise, work or services. In the events traceability documents, certificate of origin or related supporting evidence will be requested by Purchaser, Vendor should provide the needed information or documents.
- 9) **Software.** If the merchandise or services are Software, the terms and conditions of this section shall also apply in addition to the other terms and conditions set forth in these Standard Terms and Conditions. "Software" means the software programs, which are provided by Vendor and set forth in a Purchase Order issued by Purchaser for the acquisition of licenses. Software includes, but is not limited to, software programs, media and documentation provided in machine executable or human readable form, including modifications, enhancements, updates and translations thereto, whether physically delivered to Purchaser or hosted by Vendor or a third party. Vendor hereby grants to Purchaser a fully paid-up, worldwide, nonexclusive perpetual license to use and have used on its behalf, the Software subject to these Standard Terms and Conditions. Purchaser shall have the further right to modify the Software and related information and/or combine the same with, or merge the same into, other programs and program materials to form enhancements or derivative works. Those portions of such enhancements or derivative works developed by Purchaser shall be owned by Purchaser. Purchaser shall have the right to make copies of the Software equal to the number of licenses granted. Purchaser shall have the right to make additional copies of the Software to be used for purposes of backup, archival storage, test, disaster recovery, development, training, and for other non-production purposes. Purchaser shall have the right to move the Software to a machine owned, leased, controlled, or operated by Purchaser. Vendor acknowledges that during the move the Software may run temporarily on both machines. Except as otherwise provided herein, Purchaser acknowledges that it is acquiring a license only and nothing contained

in this license grant shall be construed as granting Purchaser ownership of the Software. The Software may be used by Purchaser, its authorized employees, subcontractor personnel, and consultants under contract to Purchaser, working for the benefit of Purchaser. Vendor will provide, at no additional cost to Purchaser, maintenance support for first twelve months following initial installation of Software. Beginning one year after initial installation, Vendor shall offer optional maintenance support for the Software. If Purchaser elects to have Vendor provide this maintenance support, the parties shall negotiate the cost for such maintenance. For purposes of these Standard Terms and Conditions, maintenance and support is defined as the provision of new releases, corrections, patches, enhancements, upgrades, updates, and improvements to the Software. Maintenance shall also include reasonable assistance and consultation to assist Purchaser in resolving problems with the use of the Software, including the verification, diagnosis and correction of errors and defects in the Software. If Vendor abandons, elects not to maintain or support the Software, Vendor will provide to Purchaser one complete copy of the then current documentation and source code corresponding to the Software. In the event that Vendor fails to perform any material provision of these Standard Terms and Conditions, and if such default is not cured within ten (10) days after Purchaser gives the Vendor written notice thereof, Purchaser may, in addition to its other rights and remedies, terminate the license without liability or penalty. If any dispute arises between the parties, Vendor shall not disable Purchaser's use of the Software. These Standard Terms and Conditions are in lieu of and supersede any subsequent software license agreements, or other terms and conditions, which may be delivered with the Software; and/or b) any additional terms and conditions subsequently presented by Vendor and accepted by a user through any electronic method. Acceptance of different license terms and conditions, electronic or otherwise, by any person who is not an authorized procurement representative of Purchaser shall not constitute acceptance by Purchaser to such terms and conditions, nor shall such terms and conditions supersede these Standard Terms and Conditions. As used in these Standard Terms and Conditions "Open Source Software" means Software or similar subject matter that is generally available in source code form and that is distributed under a license which, by its terms, (i) does not prohibit licensees of such Software from licensing or otherwise distributing such software in source code form, (ii) does not prohibit licensees of such software from making modifications thereof, and (iii) does not require a royalty or other payment for the licensing or other distribution, or the modification, of such software (other than a reasonable charge to compensate the provider for the cost of providing a copy thereof; and includes, without limitation, software distributed under such licenses as the GNU General Public License, GNU Lesser General Public License, New BSD License, MIT License, Common Public License, among others.

- 10) **Indemnification:** Vendor shall at its own expense defend, indemnify and hold harmless Purchaser and Purchaser's affiliates and subsidiaries, and the owners, directors, officers, employees and agents of Purchaser and Purchaser's affiliates and subsidiaries (each a "PURCHASER INDEMNITEE"), from and against any claim (including but not limited to any claim for bodily injury, death, damage to or loss of property or contamination of the environment and any associated clean-up costs) liability, damages, costs and expenses arising in whole or in part of or in any manner related to: (i) a defect in, or any product liability claim regarding, any merchandise supplied by Vendor, or services provides, to Purchaser pursuant to this agreement and any purchase order; or (ii) Vendor's failure to comply with any standard, specification, requirement, warranty or other provision of this agreement or any Purchase Order; or (iii) the failure of Vendor or anyone acting on behalf of Vendor to comply with any applicable laws or regulations; or (iv) the negligence, omissions or willful misconduct or other fault of Vendor or anyone acting on behalf of Vendor; or (v) any lien made, asserted, threatened or filed against Purchaser or any of its affiliates or subsidiaries, or any other PURCHASER INDEMNITEE, or the property of Purchaser or any of its affiliates or subsidiaries, or any other PURCHASER INDEMNITEE, related to or arising out of the merchandise or services, including without limitation any such claim made, asserted, threatened or

filed by any subcontractor of Vendor at any tier. Vendor shall also pay all costs incurred by Purchaser for any recall or withdrawal from the marketplace of any merchandise that is mandated by any government agency, or that is voluntarily and reasonably undertaken by Purchaser to the extent that the recall or withdrawal is due to: (i) a defect in any of the merchandise supplied by Vendor to Purchaser; or (ii) Vendor's failure to comply with any warranty or other provision of this agreement or any Purchase Order; (iii) the failure of Vendor or anyone acting on behalf of Vendor to comply with any applicable law or regulation; or (iv) the negligence, omission or misconduct or other fault of Vendor or anyone acting on behalf of Vendor. Such costs shall include, but shall not be limited to, all costs and expense incurred by Purchaser in withdrawing, recalling, publishing notices about, shipping and/or destroying the merchandise (and, where applicable, any products with which the merchandise has been packaged, consolidated or commingled) and related costs, including refunds to customers and reimbursement for Purchaser's cost of unsold and unsalable product (including, where applicable any products with which the merchandise has been packaged, consolidated or commingled). In addition, Vendor at its own expense defend, indemnify and hold harmless Purchaser and Purchaser's affiliates and subsidiaries, and the owners, directors, officers, employees and agents of Purchaser and Purchaser's affiliates and subsidiaries, from and against any claim that any of the merchandise or services furnished pursuant to any Purchase Order, or Purchaser's or its affiliates' or subsidiaries' purchase, acceptance, use or resale of any merchandise or service, infringes any third party's patent, copyright, trademark, trade-secret or other rights or is subject to any claim for royalties. Vendor shall not settle any suit or claim described in this section 10 without Purchaser's prior written approval. Vendor agrees to pay or reimburse all costs that may be incurred by Purchaser in enforcing this indemnity, including reasonable attorney's fees and costs of suit.

11) **Liquidated Damages.** By election of the Purchaser, the Vendor may have the following manner to pay the obligations:

- a. 1/3 of one percent (1%) of the contract price for each day or delay until the actual delivery of the items/ equipment; or
- b. The computed opportunity loss per day whichever is higher; or
- c. Cancellation of the order in whole or in part and shall substitute performance at the Vendor's cost.

Liquidated damages to the Purchaser for each calendar day of delay and shall not terminate until all unpaid liquidated damages and/or until the work is duly completed.

12) **Price and Discounts; Offset:** If Vendor's prices are higher than herein specified, Purchaser must be so advised, and approve any change before the shipment of merchandise or performance of services. If no prices are specified, merchandise or services will be billed at not more than the prices last quoted to or paid by Purchaser, or at the prevailing market prices, whichever is lower. To the extent permitted by applicable law, Vendor warrants that the prices of the merchandise or services shall not be higher than those extended to similar competing customers in the same industry for the same merchandise in equal quantities or the same services, at the same time. If Vendor reduces its price for the same merchandise or services to similar competing customers in the same industry during the term of this Agreement, Vendor will reduce the price of the applicable merchandise or services accordingly, unless prohibited by law. Unless expressly stated otherwise, all prices quoted by Vendor shall be inclusive of all packaging, delivery and handling charges. Vendor shall state its discount terms of payment on invoices unless those terms are already set forth in a written agreement signed by the parties. In case the product does not used by the Purchaser for some reason, both parties with the mutual agreement should discuss buy back arrangement.

- 13) **Work Product.** For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, models, work in progress, service deliverables, inventions, products, computer programs and documentation, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Vendor alone or with others which result from or relate to merchandise delivered or services provided under this Agreement. Standard goods manufactured by Vendor and sold to Purchaser without having been designed, customized or modified for Purchaser do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Purchaser. Vendor hereby agrees to irrevocably assign and transfer to Purchaser and does hereby assign and transfer to Purchaser all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Purchaser will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or one or more trademarks in its own name or to follow any other procedure that Purchaser deems appropriate. Vendor agrees: (i) to disclose promptly in writing to Purchaser all Work Product in its possession; (ii) to assist Purchaser in every reasonable way, at Purchaser's expense, to secure, perfect, register, apply for, maintain, and defend for Purchaser's benefit all copyrights, patent rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Purchaser's name as it deems appropriate; and (iii) to otherwise treat all Work Product as Purchaser. Purchaser will not have rights to any works conceived or reduced to practice by Vendor which were developed entirely on Vendor's own time without using equipment, supplies, facilities or trade secrets of Purchaser, or Purchaser Confidential Information, unless (a) such works relate to Purchaser's business, or Purchaser's actual or demonstrably anticipated research or development, or (b) such works result from any services performed by Vendor for Purchaser.
- 14) **Ownership of Purchaser Furnished Materials:** All tools, drawings, specifications, products, components, packing materials, ingredients, containers, pallets, documents and any other material, information or data, including the technical information, furnished by Purchaser or paid for by Purchaser (the "Material") shall be and remain the property of Purchaser. Title to, and the right of possession of, all Material shall remain with Purchaser. Seller shall maintain in good condition and repair, at Seller's expense, all Material, and Seller shall use the Material solely for the performance of work for Purchaser.
- 15) **Permits and licenses:** Vendor agrees to secure all permits and licenses necessary for the work covered by the Contract at his own expense. However, the payment or expenses for acquiring of building permit will be reimbursed by the Purchaser.
- 16) **Additional Charges:** Purchaser will not pay any charges not included in the listed price, including but not limited to boxing, crating or storage, unless such charges are specified on the face of the Purchase Order or otherwise agreed to in writing by Purchaser.
- 17) **Delays in Shipment Delivery:** Time is of the essence in this Agreement. In the event Vendor fails to deliver the merchandise or perform the services within the time specified, Purchaser may, at its option, decline to accept the merchandise or services and terminate the Agreement. Vendor shall advise Purchaser immediately of any shortage or delay in shipment. Purchaser reserves the right to cancel from this order any items not delivered or shipped within the time specified. Purchaser may, at its option, accept delayed deliveries from Vendor without thereby waiving its right to demand strict compliance with the delivery schedule set forth on the Purchase Order with respect to all other deliveries. In case of delays, Purchaser will impose penalty which will be computed as, the

equivalent to one-third (1/3) of one percent (1%) of the total amount of a particular PO per day of delay or the computed opportunity loss per day whichever is higher. Such amount will be deducted by Purchaser from the sum due or to become due to the Vendor. The latter shall not substitute or back order merchandise without prior written consent of Purchaser.

18) **Confidentiality Agreement.** Vendor may acquire knowledge of Purchaser Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Purchaser Confidential Information in confidence during and following termination or expiration of this Agreement. "Purchaser Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to Purchaser's research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data; all Work Product; and all other material or information considered proprietary by Purchaser relating to the current or anticipated business or affairs of Purchaser which is disclosed directly or indirectly to Vendor. In addition, Purchaser Confidential Information means any information about Purchaser's purchase of the merchandise or engagement of Vendor or any information regarding the merchandise made to Purchaser's special order, and also includes any third party's proprietary or confidential information disclosed to Vendor in the course of providing merchandise or services to Purchaser. Purchaser Confidential Information does not include any information (i) which Vendor lawfully knew without restriction on disclosure before Purchaser disclosed it to Vendor, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Vendor, (iii) which Vendor developed independently without use of the Purchaser Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Vendor by a third party as a matter of right and without restriction on disclosure. In addition, Vendor may disclose Purchaser Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Vendor provides prompt written notice to Purchaser of such requirement prior to disclosure.

Vendor agrees not to copy, alter or directly or indirectly disclose any Purchaser Confidential Information. Additionally, Vendor agrees to limit its internal distribution of Purchaser Confidential Information to Vendor's officers, directors, employees or agents who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by any such person of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Vendor use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure or use of Purchaser Confidential Information.

Vendor further agrees not to use the Purchaser Confidential Information except in the course of performing hereunder and will not use such Purchaser Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Purchaser Confidential Information with information of Vendor shall not affect the confidential nature or ownership of the same as stated hereunder. All Purchaser Confidential Information is and shall remain the property of Purchaser. Purchaser makes no representation or warranty concerning the accuracy of any Purchaser Confidential Information. Upon Purchaser's written request or the termination of this Agreement, Vendor shall return, transfer or assign to Purchaser all Purchaser Confidential Information and all copies thereof.

**DATA PRIVACY ACT.** Where applicable, each Party agrees that it shall comply with all the requirements of Republic Act no. 10173 otherwise known as the "Data Privacy Act of 2012" and its implementing rules and regulations and all applicable data privacy and protection laws, relating in

any way to the privacy, confidentiality and security of personal information and data (the "Privacy Laws"). The Parties agree that, prior to submitting to the other Party any personal information, all necessary authorizations and consents as may be required in compliance with the applicable Privacy Laws have been obtained.

- 19) **Assignment:** Vendor shall not assign this order nor any monies due or to become due hereunder, without prior written consent of Purchaser, and any attempted assignment without consent of Purchaser shall be void. No sight drafts for purchases will be honored. Purchaser may freely assign or delegate any or all of its rights or obligations under any Purchase Order, including without limitation rights under any license to Software, without any requirement to give Vendor written notice of the assignment or delegation or to obtain the consent of Vendor.
- 20) **Sub-Contract.** The Purchaser agrees that the Vendor may subcontract for services described under this Agreement with the understanding that there shall be no diminution in the quality or level of the services as determined by the Purchaser and that the Vendor remains fully responsible for the services.
- 21) **Compliance with Law:** Vendor warrants that in the performance of its obligation, it shall comply with all existing laws, rules and regulations that may now or hereafter be issued by the government including but not limited to environment and labor laws. Toward this end, the Vendor warrants that 1) all its employees shall be properly compensated in terms of wages, overtime pay, nightshift differentials, holiday premiums and such other payments, benefits and standards that may be due to said employees pursuant to the labor Code, Social Legislation, and prevailing Wage Orders; 2) it shall comply with all occupational safety and health standards; 3) it shall not engage in any form of child labor and discrimination, and 4) it shall comply with applicable law and industry standards on working hours, which shall not exceed 48-hours work per week, exclusive of overtime work which shall not exceed 12 hours per employee per week, with provision for at least one day off every seven day period. The Vendor shall be responsible for compliance to government environmental laws and regulations.
- 22) **No Employer-Employee Relationship.** Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between Purchaser and Vendor. However, Vendor and Vendor's employees and subcontractors shall strictly comply with Purchaser's Code of Conduct, as the same may be amended from time to time. If applicable, the Purchaser reserves the right to refuse acceptance of any Vendor's employee whose presence in the Company's premises is deemed to be detrimental to the latter's interest.
- 23) **No Oral Representations, Acceptance of Terms and Conditions:** Unless otherwise indicated on the face of the Purchase Order, the foregoing terms and conditions and those stated or referred to, by the way of addition, on the face of the Purchase Order comprise the entire agreement between the parties hereto and no variations or amendments of the same shall be valid unless evidenced by a writing signed by authorized representatives of both parties. These Standard Terms and Conditions shall be deemed to be accepted upon the earlier of (i) Vendor's written acceptance, (ii) Vendor's shipment of any merchandise to the Purchaser or performance of any services pursuant to a Purchase Order or distribution of Software to Vendor pursuant to a Purchase Order, or (iii) the passage of forty-eight (48) hours following the delivery to Vendor of a Purchase Order hereunder. Any acceptance of these standard terms and conditions is hereby limited to these terms and conditions and those set forth in writing on a purchase order, and notification is hereby given of purchaser's objection to any additional or different terms and conditions. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related



Purchase Orders. Further, if Vendor has entered into a Supplier Guaranty and Indemnity Agreement with Purchaser, Vendor's warranties and covenants contained in such agreement shall survive the execution of this Agreement and be considered in addition to, and not in substitution of, any warranties or covenants provided hereunder.

- 24) **Transfer of Title:** Title and risk of loss to merchandise will pass to Purchaser at the time of Purchaser's acceptance of delivery of the merchandise as specified in the Purchase Order, or as may otherwise be agreed upon between the Parties and indicated in the Purchase Order.
- 25) **Taxes:** Vendor agrees to pay any taxes imposed by law upon or on account of merchandise delivered or services performed hereunder, unless otherwise agreed, except taxes required by law to be paid or borne by Purchaser.
- 26) **Termination.** The provisions of these T&C become effective from the date of the Purchase Order, or Vendor's acknowledgment of these T&C, or the delivery of Products, whichever comes first, and shall continue until termination of these T&C, termination of the Purchase Order, or the complete acceptance by Purchaser of all Products under the Purchase Order. In case delivery of Products shall be on a staggered basis, as instructed by Purchaser, the provisions of these T&C shall remain in full force and effect until the acceptance of Purchaser of the last delivery. It is understood that termination of these T&C shall automatically terminate the Purchase Order that it is attached thereto, as of the date of termination of the T&C.

Purchaser may terminate any Purchase Order without cause by giving Vendor thirty (30) days prior written notice. Either Vendor or Purchaser may terminate these T&C or a Purchase Order if the other Party is in material breach or default of any obligation hereunder, which breach or default is not cured within thirty (30) from the date of a notice.

In the event of termination, all accrued rights and liabilities of the parties arising under this Agreement shall remain unaffected, including without limitation, indemnification obligations.

- 27) **Termination for Insolvency.** In the event that an action for insolvency is instituted against the Vendor, and the same is not dismissed within 60 days from the date of filing (or such other period as may be reasonable under applicable laws), the Purchaser shall terminate the Purchase Order and these T&C with immediate effect. Vendor shall forfeit all claims arising from this Agreement, without prejudice to all other rights the Purchaser may have under the law or by the terms of this Agreement.
- 28) **Right to audit.** The Purchaser reserves the right to audit the Vendor and its sub-contractors and their respective premises in connection with the performance of this Contract to assure itself that matters are being managed and controlled in accordance with the declared requirements of the Purchaser's management system.
- 29) **Force Majeure:** Each party (the "affected party") shall be excused from the performance of an obligation under this Purchase Order for any period during which the affected party is prevented from performing that obligation by fires; floods or weather; acts of God; strikes, lockouts or other concerted actions of workers; acts or omissions of any governmental authority; insurrections, riots, embargoes, wars or hostilities; or any other such cause beyond the affected party's reasonable control (a "force majeure cause"). The other party shall also be excused from the performance of any payment or other obligations corresponding to the obligations from which the affected party is excused. In the event that an affected party wishes to claim relief by reason of any force majeure cause, it must promptly notify the other party in writing both on the occurrence and on the

cessation of such cause. However, if the force majeure cause lasts for more than thirty (30) days, successive or not, in any period of forty-five (45) successive days, the other party may terminate this Purchase Order on written notice to the affected party.

### 30) **Arbitration:**

For Philippines Vendor:

If a controversy arises between Vendor and Purchaser regarding the subject of any Purchase Order governed by these Terms and Conditions, the parties shall select a mutually acceptable independent mediator and proceed expeditiously to mediate such controversies. If mediation fails and the parties have not reached agreement within ninety (90) days of the initiation of such mediation, then either party shall have the right to demand binding arbitration in accordance with the commercial rules of the Philippine Law. Each party shall bear its own costs and attorneys' fees; the arbitrator's fees and costs shall be allocated in accordance with the decision. The arbitrator's findings and conclusions shall be final and binding upon the parties and judgment upon the award may be entered in any court of competent jurisdiction. The arbitration shall be conducted as per the election of Purchaser. The language of any such arbitration shall be English.

For Foreign Vendor:

If a controversy arises between Vendor and Purchaser regarding the subject of any Purchase Order governed by these Terms and Conditions, the parties shall select a mutually acceptable independent mediator and proceed expeditiously to mediate such controversies. If mediation fails and the parties have not reached agreement within ninety (90) days of the initiation of such mediation, then either party shall have the right to demand binding arbitration in accordance with the rules and regulations of Singapore International Arbitration Centre (SIAC). Each party shall bear its own costs and attorneys' fees; the arbitrator's fees and costs shall be allocated in accordance with the decision. The arbitrator's findings and conclusions shall be final and binding upon the parties and judgment upon the award may be entered in any court of competent jurisdiction. The arbitration shall be conducted in Singapore or at the election of Purchaser. The language of any such arbitration shall be English.

31) **Limitation of Liability:** To the extent permitted by applicable law in no event shall purchaser's total aggregate liability arising out of or in connection with this agreement (regardless of the form of action giving rise to such liability, whether in contract, tort or otherwise) exceed the price payable by purchaser hereunder for the units of product, or the specific services, that are the subject of the dispute. In no event shall purchaser be liable to vendor or vendor's officers, directors, employees or agents, or any third party, for any incidental, indirect, special or consequential damages arising out of, or in connection with, this agreement, whether or not purchase was advised of the possibility of such damage.

32) **Insurance:** Vendor shall take out adequate insurances, and shall, at all times, remain adequately insured against the risks in performing obligations under this Purchase Order which are usual in its line of business, including, but not limited to General Liability insurance for bodily injury, property damage, premises/operations, products/completed operations, contractual, independent contractors, broad form property damage and personal injury, Commercial Automobile Liability (where applicable), employer's liability with a limit per occurrence deemed appropriate by Purchaser as stipulated in Annex 1. The insurance requirements under this Agreement shall not limit Vendor's indemnification obligations under Section 10

- 33) **Governing Law:** Any Purchase Order governed by these Terms and Conditions and all disputes arising thereunder shall be governed in all respects by the law of the Republic of the Philippines. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Purchase Order or any dispute thereunder.
- 34) **Acceptance:** In accepting any Purchase Order from Purchaser, Vendor agrees to all of the terms and conditions set forth herein and applicable thereto.
- 35) **Code of Conduct:** The Vendor will acknowledge and comply with all provisions of Dole International Holdings, Inc.'s Code of Conduct and its Business Principles, as amended from time to time.
- 36) **Severability and Waiver.** In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or portion thereof) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and remain in effect according to its stated terms and conditions. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. No waiver shall be valid unless made in writing.

## Annex 1

### Insurance Requirements

Insurance requirements recommended by Purchaser per Section 32. Such Insurance shall be issued by reputable insurers reasonably acceptable to Purchaser and with a minimum AM Best rating of A-VII.

	General	Carrier	Warehouse	Professional Services	IT	Foreign Supplier (Frozen)
<b>Commercial General Liability per Occurrence</b>	\$5,000,000	\$1,000,000	\$15,000,000	\$5,000,000	\$1,000,000	\$5,000,000
Endorsement for Waiver of Subrogation	Yes	Yes	Yes	Yes	Yes	Yes
Primary & Non-contributory wording	Yes	Yes	Yes	Yes	Yes	Yes
<b>Automobile Liability Combined Single Limit</b>	\$1,000,000	\$1,000,000	\$15,000,000	\$1,000,000	\$1,000,000	not required
Owned, Hired & Non-Owned Autos	Yes	Yes	Yes	Yes	Yes	
<b>Workers Compensation Liability</b>	Statutory	Statutory	Statutory	Statutory	Statutory	not required
Endorsement for Waiver of Subrogation	Yes	Yes	Yes	Yes	Yes	
<b>Employers Liability per Accident Limit</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	not required
Per Disease Policy Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Per Employee Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
<b>Excess/Umbrella Liability</b>	supplemental	supplemental	supplemental	supplemental	supplemental	supplemental
Per Occurrence Limit	Limit	\$3,000,000	Limit	Limit	Limit	Limit
Umbrella coverage "Follow Form"	Yes	Yes	Yes	Yes	Yes	Yes
<b>PL / E&amp;O Per Occurrence Per Claim</b>	not required	not required	not required	\$3,000,000	\$5,000,000	not required
<b>Pollution Per Occurrence Limit</b>	not required	not required	\$1,000,000	not required	not required	not required
<b>Product Liability per Occurrence Limit</b>	\$5,000,000	not required	not required	not required	not required	\$5,000,000
Additional Insureds listed on the certificate	Yes					Yes
Additional Insured language	Yes					Yes
<b>Warehouse Legal Liability per Occurrence Limit</b>	not required	not required	\$15,000,000	not required	not required	not required
Additional Insureds listed on the certificate			Yes			
Additional Insured language			Yes			
<b>Commercial Crime Limit</b>	not required	not required	\$1,000,000	not required	not required	not required
Care, Custody and Control of Dole Property			Yes			
<b>Motor Cargo limit per container of cargo</b>	not required	\$100,000	not required	not required	not required	not required
Care, Custody and Control of Dole Property		Yes				
<b>Cyber Liability Limit</b>	not required	not required	not required	not required	\$5,000,000	not required