

Latin Specialties LLC

Customer Terms and Conditions

1) Agreement to Terms:

By engaging in business with LS, the Customer explicitly agrees to abide by the terms and conditions set forth herein. This agreement supersedes and takes precedence over any and all prior or existing agreements, whether written or verbal, between the parties related to the subject matter herein.

2) PACA Trust:

The terms and conditions herein are applicable to all produce sales and fall under The Perishable Agricultural Commodities Act (PACA) Trust regulations. Applicant agrees that this application constitutes the required writing for approved credit terms extended beyond the ten (10) day terms permitted by the PACA. THIS IS AN APPLICATION FOR CREDIT. NOTHING HEREIN IS INTENDED BY LATIN SPECIALTIES AS A WAIVER OF ANY RIGHT IT HAS UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, AS AMENDED, 7 U.S.C. §499a, ET SEQ. (PACA). THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE GOVERNED BY APPLICABLE FEDERAL AND TEXAS LAW. APPLICANT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN HOUSTON, HARRIS COUNTY, TEXAS. VENUE FOR ALL LEGAL PROCEEDINGS SHALL BE IN HARRIS COUNTY, TEXAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION TO RECOVER MONEY OWED OR FOR INJUNCTIVE OR EXTRAORDINARY RELIEF, THE PARTIES MAY BRING THE ACTION IN ANY FEDERAL OR STATE COURT WHICH HAS JURISDICTION. APPLICANT AND GUARANTOR(S), IF ANY, HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. APPLICANT AND GUARANTOR(S), IF ANY, HEREUNDER WAIVE A RIGHT TO TRIAL BY JURY OF ANY ISSUES BETWEEN THE PARTIES.

3) Terms of Sale:

All goods and services are sold on a firm basis. Customer is responsible for notifying LS in writing prior to the sale of any fees, commissions, rebates, or charges for which LS may be charged. Latin Specialties will not pay and is not responsible for any hidden charges not properly disclosed before a sale. Once produce is inspected and received by the customer, all invoices are due and payable without discount on or before the expiration of the terms assigned to the account and/or no later than 30 days from

receipt of merchandise. Accounts past due may be charged a 1.5% (or the highest rate allowed by law) service charge each month until the unpaid balance is paid in full. Latin Specialties reserves the right to require payment in advance or such other security or guarantee of payment of invoices as may be appropriate. Customer shall provide adequate assurances of the ability to pay within twenty (20) days from any request to do so. If Customer fails to do so, or fails to comply with any other term of this agreement, Latin Specialties shall have the right to withhold goods ordered but not paid for, and all unpaid accounts shall be due and payable without prejudice. If a collection action is undertaken, Latin Specialties shall be entitled to recover a reasonable attorney's fee, all attendant collection costs, all court costs, and all legal interest accrued on past due principal amounts.

4) Official Receipt of Product and Inspection:

Customer is responsible for product inspection at the time of pickup or when delivered to their dock. Customer agrees to promptly notify Latin Specialties upon completion of the inspection if the product fails to meet the agreed standards. In case of dispute, Latin Specialties reserves the right to call for a USDA inspection at its own expense to assist in resolving the issue. Customer agrees that final product title transfers will occur no later than 24 hours of the product's arrival at customer docs (or customer pickup) after which no product claims, returns or exchanges will be accepted.

5) Payment Method:

Invoices will always need to be paid on a first-in, first-out (FIFO) basis. Payment of all invoices shall be made electronically via Wire or ACH deposited directly to LS operating account. LS banking information is available upon request via an official LS document. It is the customer's responsibility to test any banking information first by sending a small amount not larger than \$100.00 USD and confirming with LS accounting department of receipt of funds before completing the initial payment. Checks or any other paper instruments are to be sent via certified carrier to the offices of Latin Specialties LLC, 4132 Airline Drive, Houston, Texas 77022 exclusively. A service charge of \$40.00 per check will be assessed for all checks returned by the bank on which they are drawn. Latin Specialties is not responsible for lost checks in the mail or during transit prior to the official receipt at our offices.

6) Fraud Prevention:

Once properly set up, Latin Specialties will never ask you to change sensitive payment information via phone, text message, private email account, or by email solely. To combat e-mail fraud, communications regarding payment and/or remittance terms, payment addresses, banking information, and/or contact persons for billing and/or payment purposes must be verified both by calling in LS accounting department and in writing and by a secondary method. Customers and vendors seeking to change and/or modify any such terms should first contact a Latin Specialties principal via telephone (and email) to confirm such changes, after which, a signed written confirmation by an authorized officer of Latin Specialties will be required. Latin specialties is not responsible for monetary losses suffered as a result of changing payment information without verifying it in the manner described above. PO's made via phone, text services, such as WhatsApp, or originating from personal email accounts or URLs not provided by the customer on the application are not recognized as valid or binding by Latin Specialties.

7) P.O. Acceptance & Acts of God:

Customer understands that unless bound by a separate signed contract between parties, all customer's PO's will be taken on a good faith basis only. Latin Specialties will do its best to supply the merchandise ordered, in the required quantities, on the specific date required, but is not obligated legally to abide by terms of the customer's PO. Customer acknowledges the right of Latin Specialties to cancel PO's in the case of acts of god, such as, but not limited to: heavy rain events, freezing conditions, drought, crop failure due to pest, labor shortages, and others. Latin specialties will not be held responsible for damages, including product replacement costs, sorting and repacking expenses, inspections, and others, in the event of a canceled, modified, or subpar quality shipment. PO's sent solely via phone, text services, such as WhatsApp, or originating from personal email accounts or URLs not provided by the customer on the application are not recognized as valid or binding by Latin Specialties.

8) Legal Matters:

For all legal matters, the exclusive venue shall be in Houston, Texas, and any disputes shall be resolved in accordance with Texas law. Customer agrees to submit to the jurisdiction of the state and federal courts located in Houston, Texas. In the event of legal proceedings, Latin Specialties reserves the right to seek remedies available under Texas law. The parties further agree that mediation may be used at the discretion of Latin Specialties as a method of dispute resolution when convenient. The prevailing

party in any legal proceedings or mediation shall be entitled to recover reasonable attorney's fees and costs. Customer will notify Latin Specialties within 48 hours of any change of ownership of business. The customer agrees to be liable for the obligations of subsequent owners/operators if the required notification is not provided.

9) Data Security & Breach Liability:

Confidentiality: Customer acknowledges the sensitive nature of the information exchanged during the course of business. Both parties agree to maintain strict confidentiality regarding any proprietary, financial, or personal information shared during the business relationship. **Data Security Measures:** Customer commits to implementing and maintaining robust data security measures to safeguard any information shared with or accessed by them. This includes but is not limited to, vendor information, transaction data, and any other sensitive data exchanged during the course of business. **Notification of Breach:** In the event of a data breach or unauthorized access to any confidential information, the Customer agrees to promptly notify Latin Specialties. Such notification should include details of the breach, the type of data affected, and the corrective actions taken. **Indemnification:** The Customer shall indemnify and hold Latin Specialties harmless from any claims, losses, damages, or liabilities arising from a data breach caused by the Customer's negligence or failure to implement reasonable data security measures. **Limitation of Liability:** Notwithstanding any other provision of this agreement, Latin Specialties' liability for damages resulting from a data breach or unauthorized access to confidential information, regardless of the cause, shall be limited to the direct damages proven by the party suffering the loss. **Insurance Requirement:** The Customer is strongly encouraged to maintain appropriate insurance coverage, including cyber liability insurance, to cover any potential liabilities arising from a data breach.

10) Termination:

Latin Specialties reserves the unequivocal right to terminate its business relationships with the Customer at any time, with or without cause. In such cases, the termination shall be effective immediately upon notice from Latin Specialties. The Seller shall promptly fulfill any outstanding obligations or deliveries as of the termination date.