

# ***SOGDA Limited***

## **TERMS AND CONDITIONS**

### 1. Acceptance

All sales by SOGDA Limited (“Seller”) to the buyer identified on the applicable invoice, quotation, sales confirmation, purchase order, or other sales document (“Buyer”) are subject to these Standard Terms and Conditions of Sale. Buyer’s purchase order, confirmation, verbal, email, text message, receipt of goods, payment, resale, or other acceptance of goods constitutes acceptance of these terms.

Any terms proposed by Buyer that are different from or in addition to these terms are rejected unless expressly accepted in writing by an authorized representative of Seller. These terms apply to all sales unless superseded by a separate written agreement signed by Seller.

### 2. Orders and Credit Approval

All orders are subject to acceptance and credit approval by Seller. Seller may, at any time and in its sole discretion, refuse orders, suspend shipments, require payment in advance, require a deposit, reduce or cancel credit terms, or place Buyer’s account on credit hold.

If Buyer fails to pay any amount when due, Seller may declare all unpaid invoices immediately due and payable, suspend further deliveries, cancel unshipped orders, forfeiture of paid deposits, and pursue all available remedies.

### 3. Payment Terms and Finance Charges

Payment terms shall be as stated on Seller’s invoice, sales confirmation, or other written agreement. If no payment terms are stated, payment is due upon invoice.

Past-due balances may accrue a finance charge at the lesser of 1.5% per month, 18% per year, or the highest rate permitted by applicable law. Buyer shall also be responsible for all reasonable collection costs, attorneys’ fees, court costs, and other expenses incurred by Seller in collecting past-due amounts.

Buyer may not withhold payment, offset amounts, or deduct claims from amounts due unless Seller has approved the deduction in writing.

### 4. Prices, Taxes, Duties, and Other Charges

Prices are those stated on Seller’s invoice, quotation, or sales confirmation. Unless otherwise stated in writing, prices do not include taxes, duties, customs charges, demurrage, detention, storage, inspection fees, bank charges, freight surcharges, insurance, terminal charges, or other government, carrier, or third-party charges.

Buyer is responsible for all taxes, duties, fees, customs charges, import charges, and other assessments related to the purchase, importation, storage, transportation, resale, or use of the goods, except for taxes based solely on Seller’s net income.

### 5. Shipping, Delivery, Title, and Risk of Loss

Shipping and delivery terms shall be as stated on the applicable invoice, quotation, sales confirmation, or written agreement. If Incoterms are used, the applicable Incoterms version stated on the document shall apply. If no version is stated, Incoterms 2020 shall apply.

Unless otherwise stated in writing, title and risk of loss pass to Buyer in accordance with the stated delivery term. For shipments arranged through a carrier, freight forwarder, warehouse, port, or terminal, Buyer is responsible for timely pickup, customs clearance, storage, demurrage, detention, and all related charges after risk transfers to Buyer.

Delivery dates are estimates only. Seller is not liable for delays caused by carriers, ports, warehouses, customs, weather, labor disputes, equipment shortages, production delays, regulatory delays, force majeure events, or other circumstances beyond Seller's reasonable control.

#### 6. Inspection and Claims

Buyer shall inspect all goods immediately upon receipt or arrival. For visible damage, shortage, temperature abuse, thawing, broken packaging, or other apparent issues, Buyer must note the issue on the carrier's delivery receipt or other receiving document and notify Seller in writing within 24 hours.

For non-visible or latent quality issues, Buyer must notify Seller in writing within 14 days, and in all cases before the goods are processed, commingled, repacked, relabeled, resold, consumed, discarded, or otherwise altered.

All claims must include sufficient supporting documentation, including invoice number, lot number, product description, photographs, temperature records if available, carrier or warehouse records, 3<sup>rd</sup> party inspection reports if available, and a description of the claimed issue. Buyer must preserve the affected goods in proper refrigerated or frozen condition and make them available for inspection by Seller or its representative.

Failure to provide timely notice, preserve the goods, or provide supporting documentation may result in denial of the claim.

#### 7. Returns and Rejections

No goods may be returned, rejected, dumped, destroyed, reworked, discounted, donated, or otherwise disposed of without Seller's prior written authorization. Unauthorized returns or deductions will not be accepted.

If Seller authorizes a return, credit, allowance, replacement, or other resolution, such resolution shall be Seller's sole and exclusive remedy unless otherwise agreed in writing.

#### 8. Product Handling and Cold Chain

Buyer is responsible for maintaining proper handling, storage, refrigeration, freezing, sanitation, rotation, and food-safety controls after delivery or risk transfer. Buyer is responsible for complying with all applicable food-safety, labeling, import, export, customs, traceability, storage, and resale requirements applicable to Buyer's possession, processing, distribution, resale, or use of the goods.

Seller is not responsible for damage, deterioration, temperature abuse, contamination, quality loss, or regulatory issues caused after risk of loss has transferred to Buyer.

#### 9. Limited Warranty

Seller warrants that, at the time risk of loss transfers to Buyer, the goods will conform in material respects to the product description stated on Seller's invoice or sales confirmation and will be produced, packed, and handled by Seller in accordance with applicable legal requirements.

Except as expressly stated in these terms, Seller makes no other warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, resale value, marketability, customer acceptance, or suitability for Buyer's intended use.

#### 10. Limitation of Liability

Seller's liability for any claim related to the goods shall be limited to, at Seller's option, replacement of the affected goods, refund of the purchase price paid for the affected goods, or issuance of a credit for the affected goods.

Seller shall not be liable for lost profits, lost sales, loss of market, business interruption, loss of goodwill, chargebacks, penalties, recall expenses, consequential damages, incidental damages, special damages, indirect damages, punitive damages, or other damages exceeding the invoice price of the affected goods.

#### 11. Force Majeure

Seller shall not be liable for delay, non-delivery, shortage, or failure to perform caused by events beyond Seller's reasonable control, including weather, natural disasters, strikes, labor disruptions, vessel delays, port congestion, equipment shortages, production shortages, fishing closures, quota restrictions, regulatory action, customs delays, export or import restrictions, war, terrorism, sanctions, disease, contamination events, supplier failures, power outages, transportation disruptions, or other similar events.

In such cases, Seller may allocate available product among customers, delay delivery, cancel affected orders, or perform partially without liability.

#### 12. Compliance

Buyer shall comply with all applicable federal, state, local, and foreign laws, regulations, and requirements relating to food safety, labeling, customs, import, export, sanctions, anti-corruption, storage, distribution, resale, and use of the goods.

Buyer shall not export, re-export, sell, transfer, or distribute goods in violation of applicable law, sanctions, embargoes, or trade restrictions.

#### 13. Indemnification

Buyer shall defend, indemnify, and hold harmless Seller, its owners, officers, employees, agents, suppliers, and affiliates from and against any claims, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of Buyer's handling, storage, processing,

resale, labeling, marketing, export, import, distribution, or use of the goods after risk has transferred to Buyer, except to the extent caused by Seller's proven breach of these terms.

#### 14. Governing Law and Venue

These terms and all transactions between Seller and Buyer shall be governed by the laws of the State of Washington, without regard to conflict-of-law rules. Unless otherwise required by law, any dispute shall be brought in the state or federal courts located in King County, Washington, and Buyer consents to personal jurisdiction and venue in those courts.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply unless Seller expressly agrees otherwise in writing.

#### 15. Attorneys' Fees

In any action or proceeding arising out of or relating to these terms, the goods, or any transaction between Seller and Buyer, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, in addition to any other available remedy.

#### 16. No Waiver

Seller's failure to enforce any term, condition, right, or remedy shall not be deemed a waiver of that term, condition, right, or remedy. Any waiver must be in writing and signed by Seller.

#### 17. Severability

If any provision of these terms is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### 18. Entire Agreement

These terms, together with Seller's applicable invoice, quotation, sales confirmation, credit application, bill of lading, and any written agreement signed by Seller, constitute the entire agreement between Seller and Buyer regarding the sale of the goods. In the event of a conflict, the signed written agreement controls first, followed by Seller's sales confirmation, Seller's invoice, and then these terms.