



Standard Terms and Condition

1. Purchase Agreements. Supplier agrees to sell, and Dr. Oetker Brazil Ltda. (“Dr. Oetker”) agrees to purchase, the products and/or services, in the estimated quantities set out in the supply agreements and/or contracts (“Agreements”) and purchase orders issued by Dr. Oetker to Supplier (“Purchase orders”), and in accordance with these Standard Terms and Conditions, the Dr. Oetker Food Standard portal and the other requirements set forth by the Dr. Oetker Quality Assurance, Purchasing and/or any other Dr. Oetker’s departments.

Agreements and conditions of Supplier diverging from the Conditions shall require an explicit written agreement. General terms and conditions of Supplier and confirmations of diverging content given by Supplier are expressly rejected.

2. Purchase orders. Dr. Oetker sends purchase Orders to the email address provided by the Supplier. The supplier confirms to the Buyer’s email the receipt of the Purchase Order immediately but no later than 1 business day after receipt. The supplier advises Dr. Oetker immediately in the event of a price difference, product delays or other related matters.

3. Samples, patterns, supply of materials. Title to samples, patterns, material, etc. supplied by Buyer shall remain with Buyer and such items shall neither be passed on to third parties nor used for any other purpose without the prior written consent of Buyer. Such items shall be secured against unauthorized use and access and shall, just as any information disclosed by Buyer, be treated in a strictly confidential manner.

4. Shipment Schedule. Supplier shall use its best efforts to deliver products or services in accordance with and at the times and/or date specified on the applicable Purchase Order (“Delivery Date”). Supplier understands, acknowledges, and agrees that time is of the essence with respect to the delivery of products or services purchased under each such Purchase Order. Supplier shall notify Dr. Oetker immediately in the event it becomes aware that it is unlikely to be able to meet the scheduled Delivery Date. Where such circumstances are deemed to have a significant impact on the operation of Dr. Oetker, Dr. Oetker has the right to initiate a claim for any loss associated with the late delivery. Any such claim shall be deductible by Dr. Oetker with respect to any payments for any outstanding Purchase Orders. If there are no outstanding Purchase Orders, the Supplier shall pay Dr. Oetker such claims no later than five (5) business days after receiving written notice from Dr. Oetker that such Late Payments are owed and outstanding.

In the event of a return at the fault of the Supplier, the Supplier will pay the logistical costs of the return.

4.1 Shipping conditions: The delivery needs to be scheduled based on the Purchase Order delivery data; it needs to be done by e-mail as follows:

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Dr. Oetker Itatiba: agendarecebimento@mavalerio.com.br. Receiving time, Monday to Friday from 7:00 to 11:00 and from 12:00 to 17:00. There is no receipt of goods on the last business day of the month.

Dr. Oetker São Paulo: recebimento@oetker.com.br. Receiving time: Monday to Thursday from 7:30 to 16:00h and Friday from 7:30 to 15:00h. There is no receipt of goods on the last business day of the month.

Regarding Commodities, Ingredients, and Packaging Materials, the supplier must consider that Dr. Oetker requires: Products with up to 1/3 of the manufacturing date. Maximum of 3 lot numbers per delivery. Reports (per batch) along with the cargo. Helpers to unload the product. Raw Material: It should come in a PBR pallet and with a protective cardboard sheet. The product must comply with our technical specifications.

5. Invoicing and Payment. Provided all the terms of the Agreements are met with respect to a Purchase Order, Dr. Oetker will pay all undisputed invoices within the agreed payment terms mentioned in the Purchaser Order.

The Supplier must mention into the XML our Purchase Order number in the xPed field and the item number of the Purchase Order in nltemPed field, without this information Dr. Oetker will not be able to receive your Nota Fiscal.

The Supplier must forward a copy of the NF-e and XML file to the e-mail: In case of acquisition of products to nfe.entradas@oetker.com.br. Regarding services to nfe@oetker.com.br.

The Payments will be made on the 14th (fourteenth) and 29th (twenty-nine) of each month. If the due date falls on a non-business day (weekend or/and holiday), payment will be made on the next business day.

In of services, the invoices must be issued by the 25th of the month, and then need to be sent immediately to the manager of the contract. Note, that if the conditions are not met, the payment will be automatically rescheduled for the next payment date.

To be aware of the day of payment, take into consideration that: the 1st Tax documents/slips with maturities 15 to 28 will be paid on the 29th. 2nd Tax documents/slips with maturities 30 to 13 will be paid on the 14th.

Dr. Oetker considers that protest instructions must not appear on the bank slip, although legal, we do not accept the exchange of securities of our purchases. Invoices and other billing documents need to be sent to Dr. Oetker, as defined in the purchase order and agreements/contracts.

6. Intellectual property rights, copyrights. Title to all results of the contractual performance of the Supplier made by Supplier pursuant to contract, including all information and documents, which refer to the results of the contractual performance, as well as samples, patterns, tools, etc. made by Supplier

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pursuant to contract, shall be assigned to Buyer. This assignment of rights shall be included in the agreed consideration; no further consideration shall be payable by the Buyer unless mandatory according to applicable law. If the results of the contractual performance of the Supplier consist of patent rights or design rights, the Buyer shall be free to apply for, maintain or drop legal protection of such patent or design right in any country in its own name and in its sole discretion – while naming the inventor or designer according to respective applicable law. If the results of the contractual performance of the Supplier consist of copyrights or comparably protected rights, Supplier shall grant to Buyer a timely and locally unlimited, irrevocable, assignable, sub-licensable, and exclusive right to use the results of the contractual performance in any manner, including the right to edit or modify the results, without being obliged to name the author. Supplier shall indemnify and hold harmless Buyer from any liability and from all claims of third parties, including inventors, designers, and authors, as a result of the assignment or use by the Buyer of the results of the contractual performance of the Supplier including especially, but not limited to, any compensation claims made by any inventors, designers or authors against Buyer.

7. Inspection on receipt, warranty. Supplier represents warrants and guarantees that the products and/or services covered by the Purchase Order will conform to the specifications, drawings, samples, or descriptions furnished to or by Dr. Oetker, and will be of merchantable quality and free from defect. In addition, Supplier acknowledges that Supplier knows of Dr. Oetker's intended use for the products and/or services and Supplier to represent, warrants, and guarantees that the product and/or services covered by the Purchase Order have been selected, designed, manufactured or produced by Supplier based upon Dr. Oetker's stated use and will be fit and sufficient for the particular purposes intended by Dr. Oetker. Seller warrants that it will comply with all applicable laws and regulations relating to the production and, if further, to the development of the products and/or services and to the performance of Supplier's obligations under the Purchase Order and these standards terms and conditions.

Regarding products the warranty period shall be the shelf life and for service as provided by applicable law.

7.1 Nonconforming products and/or services: Notwithstanding any prior payment or acceptance, and in addition to the other remedies it may have, Dr. Oetker may at its option reject products and/or services, not in conformity with the foregoing warranties ("Nonconforming products and/or services"), or correct the defect, or require correction by Supplier, all at Supplier's expense. In the event that the Supplier delivers products and/or services to Dr. Oetker that don't meet the Dr. Oetker specifications or which violate the Continuing Product Guarantee or any other warranty hereunder Dr. Oetker shall have the right to reject such Nonconforming products and/or services. In such event, Supplier shall assume the cost and expense, remove the Nonconforming products and/or services from Dr. Oetker's premises, and shall immediately contact Dr. Oetker's receiving department to arrange for delivery to Dr. Oetker of products and/or services meeting Specifications in the amount ordered by Dr. Oetker undertermss at is factory to Dr. Oetker, as determined in Dr. Oetker's sole discretion ("products and/or services). If Supplier cannot deliver the Conforming products and/or services to Dr. Oetker under terms satisfactory to Dr. Oetker, Dr. Oetker may purchase the Conforming products and/or services from an alternate source, and Supplier shall indemnify Dr. Oetker for any loss or damage suffered by Dr. Oetker as a result of Supplier's delivery of Nonconforming products and/or services, including any differences between

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the price of the Nonconforming products and/or services and the price of the Conforming products and/or services, costs associated with delays in production, loss of profit and write-offs incurred by Dr. Oetker. Notwithstanding the foregoing, in such an event Dr. Oetker shall retain all other rights for damages otherwise available under the Agreements, or at law or equity. No substitutions of products and/or services or partial shipments may be made by the Supplier without Dr. Oetker's prior written consent. Violation of this Section shall be prima facie evidence of non-conformity.

7.2 Quality Control. Supplier shall comply with all applicable local, county, state, provincial, federal, and foreign import, laws, codes, and ordinances of any description including, without limitation, all laws regarding occupational health and safety issues, labor laws, ingredient safety laws, fire codes, hazardous waste and/or toxic substances management, and handling or disposing of laws, and Supplier shall forthwith remedy any breach of such laws.

7.3 NCR (Non-Conformity Report). If the Supplier receives any RNC (Non-Conformity Report) with the need to RETURN the product, will pay a peanut of 4% on the value of the item delivered, or according to the fine established in the contract between the parties.

In addition, the supplier will have a period of 10 days to issue a response, and failure to send this response will count negatively on Dr. Oetker. The withdrawal period of the material will be up to 30 days. After this period, the material will be discarded.

The supplier can find the latest version of the Dr. Oetker Food Standard a <https://www.oetker.com/en/suppliers/welcome-page>, and select the SRM Portal tab. If you have any comments about Dr. Oetker Food Standard, please upload them in the specific area allocated in the SRM Portal or using the email address: foodstandard@oetker.com.

8. Product liability, Insurance. The Supplier shall maintain business third-party liability insurance, pecuniary liability insurance, and extended product liability insurance with adequate minimum insurance to the value of the product or service negotiated or as agreed between the parts to every single occurrence of the event insured. Supplier shall ensure that possible claims are covered by the insurance until these claims are time-barred. The supplier shall submit a copy of the insurance certificate upon request of the Buyer.

9. Confidentiality. Supplier shall treat the order and all work and supplies including all documentation and samples received strictly confidential. Disclosure of the fact of the existence of a business relationship shall require the prior written approval of the Buyer.

10. Termination of purchase agreements. Dr. Oetker shall have the right to immediately cancel or terminate any Agreements and any Purchase Order or any part of Dr. Oetker's obligations under such Purchase Order if: (a) Supplier advises Dr. Oetker that it does not have products and/or services which conform to the terms of the Agreements or the Purchase Order; (b) products and/or services were sold to Dr. Oetker in violation of any applicable law; (c) Supplier fails to maintain the insurance required or fails to produce evidence thereof; (d) Supplier files for bankruptcy or reorganization, becomes insolvent, or makes a general assignment for the benefit of its creditors under the Bankruptcy and Insolvency Act

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(Brazil), the Companies' Creditors Arrangement Act (Brazil) or any similar laws; (e) Supplier commits a material breach of the terms of the Agreements or any Purchase Order or these Standard Terms and Conditions; (f) cancellation or termination is otherwise permitted by any applicable law; or (g) there has been a change of control of the Supplier, whether by merger, amalgamation, arrangement, recapitalization, share exchange or any other transaction or event.

11. Governing Law; Jurisdiction. These Standard Terms and Conditions will be governed by and construed in accordance with the laws of the Federative Republic of Brazil and the federal laws of Brasil applicable therein, excluding their conflict of laws principles.

12. Disputes. If any dispute, claim, question or difference arises out of or in connection with the Agreements or Purchase Orders, or in respect of any legal relationship associated with or derived from the Agreements or Purchase Orders (a "Dispute"), the parties shall attempt to settle the Dispute by negotiation. If the Dispute has not been resolved, for any reason, the Dispute will be resolved by arbitration in accordance with the arbitration procedures set out in the Agreements. The Purchaser reserves the right to stop all payments for any Purchase Orders subject to a Dispute pending final resolution of such Dispute.

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