

GENERAL TERMS AND CONDITIONS OF SALE

1. Shipment or Delivery

The Seller's obligations are limited exclusively to the delivery of the goods specified on the cover page of this Contract (the "Goods") at the time or within the period specified on the cover page of this Contract, subject to stock availability and delivery coordination.

2. Payment

Each purchase order constitutes a binding commitment on the Buyer, who agrees to pay in full, in cash, within the agreed term and manner for the Goods purchased. In the event of any delay, the Buyer shall pay the Seller, as liquidated damages and not as a penalty, default interest at a rate of eighteen percent (18%) per annum or the maximum interest rate permitted under the laws of the Seller's country, whichever is higher, calculated from the payment due date until the actual payment date, on the basis of a 360-day year and the actual number of days elapsed.

3. Currency

For all purposes, payment and invoicing shall be made in United States dollars (hereinafter interchangeably referred to as "Dollars" or "USD"), in accordance with the relevant purchase order sent by the Buyer by email to adquisiciones@summit-agro.com.

4. Force Majeure

If the Seller's performance of its obligations hereunder is directly or indirectly affected or prevented by force majeure, including, without limitation, acts of God, floods, typhoons, earthquakes, tidal waves, landslides, fires, pests, epidemics, quarantine restrictions, perils of the sea, declared or undeclared war or threat thereof, civil commotion, blockade, arrest or restraint by governments, rulers or persons, requisition of vessels or aircraft, strikes, lockouts, sabotage or other labor disputes, explosions, accidents, total or partial breakdown of machinery, plant, transportation or loading facilities, governmental requests, guidance, orders or regulations, unavailability of transportation or loading facilities, bankruptcy or insolvency of the manufacturer or supplier of the Goods, or any other cause or circumstance beyond the reasonable control of the Seller or the manufacturer or supplier of the Goods, the Seller shall not be liable for any loss or damage or for any failure or delay in performing its obligations under this Contract and may, at its option, extend the time for shipment or delivery of the Goods or

terminate unconditionally and without liability the unperformed portion of this Contract to the extent affected or prevented.

5. Default

Upon (i) the Buyer's breach of any provision of this Contract; (ii) the Buyer's inability to pay its debts when due; (iii) the Buyer's bankruptcy or insolvency; or (iv) the appointment of a receiver, trustee or liquidator for the Buyer or any material part of the Buyer's assets or property (the "Events of Default"), the Seller may, at its sole discretion: (i) terminate this Contract or any part thereof; (ii) declare all of the Buyer's obligations immediately due and payable; (iii) resell the Goods; (iv) retain the Goods for the Buyer's account and risk; (v) postpone delivery of the Goods; or (vi) stop the Goods in transit. The Buyer shall reimburse the Seller for all losses or damages arising directly or indirectly from such Events of Default. The Seller's rights and remedies hereunder are cumulative and in addition to any rights, powers and remedies available to the Seller at law, in equity or otherwise.

6. Intellectual Property Rights

Nothing contained herein shall be construed as transferring any patent, trademark, utility model, design copyright, mask work or other intellectual property right relating to the Goods, all such rights being expressly reserved to their true and lawful owners. The Seller shall not be liable for any infringement or unauthorized use of any patent, trademark, utility model, design, copyright, mask work or other intellectual property right.

7. Source of Funds

The Buyer represents that the funds used to purchase the Goods specified in this Contract do not derive from unlawful sources or activities and undertakes, if requested by the Seller, to provide the relevant documentation and evidence demonstrating the lawful origin of such funds. The Buyer further undertakes to conduct all economic activities relating to this Contract in strict compliance with applicable anti-money laundering regulations and to notify Summit Agro Chile SpA immediately of any violation or non-compliance. Any breach of this obligation shall entitle the Seller to full indemnification for all losses caused by such breach.

Compliance with Applicable Laws

The Buyer undertakes to use the purchased Goods appropriately and in strict compliance with applicable law and expressly releases the Seller, Summit Agro Chile SpA,

from any liability arising from their use, handling or final disposal.

8. Warranty Claims

The Seller makes no warranty or condition, express or implied, as to the fitness or suitability of the Goods for any particular purpose or use, or as to their merchantability.

9. Limitation of Liability

The Seller shall not be liable to the Buyer, whether in contract, warranty, tort or on any other basis: (a) for loss of profits, revenue, use, contract or goodwill, the cost of downtime or substitute goods, or any third-party claim against the Buyer, including claims made by its customers, in connection with this Contract; or (b) for any special, incidental, consequential, indirect or exemplary damages.

10. General

Any dispute, controversy or difference arising out of or in connection with this Contract or its breach that cannot be resolved by mutual agreement without undue delay shall be settled by arbitration in Santiago, Chile, in accordance with the procedural rules of the Santiago Chamber of Commerce Arbitration and Mediation Center (CAM Santiago). The arbitral award shall be final and binding on both Parties, and judgment upon the award may be entered in any court or tribunal having jurisdiction. This Contract shall be governed in all respects by, and construed in accordance with, the laws of Chile. The Seller's failure at any time to require the Buyer's full performance of the terms hereof shall not affect the Seller's right to enforce them. The Seller's waiver of any breach of any provision of this Contract shall not be construed as a waiver of any subsequent breach of that provision or of the provision itself. This Contract may not be amended or terminated except by a written agreement between the Seller and the Buyer. The Buyer shall not transfer or assign this Contract or any part thereof without the Seller's prior written consent.

11. Confidentiality

The Buyer undertakes to maintain absolute confidentiality regarding all commercial information involved and the contents of this Contract. In particular, the Buyer shall keep confidential all communications, price lists, circulars, formulas, chemical compounds, applications and other information entrusted to it. The Buyer shall inform its employees and personnel of these obligations. In the event of a breach, the breaching party shall indemnify the affected party for all losses caused by such breach.

12. Relationship Between the Parties

This sales contract does not grant the Buyer any exclusivity rights regarding the marketing of products purchased from the Seller. The Seller may freely promote, distribute and sell the Goods and products, directly or indirectly, to any other recipient or buyer. The Buyer shall indemnify and hold harmless Summit Agro Chile SpA, its related entities and affiliates from any third-party claim relating to Products sold or otherwise disposed of by the Buyer.

13. Commercial Conditions

If the Buyer resells the purchased Goods, it shall use reasonable commercial efforts to sell the Products at a value consistent with the suggested sale price (the "Manufacturer Suggested Retail Price" or "MSRP"), which the Buyer acknowledges as a reference price communicated by the manufacturer. Such values are suggestions only and are not binding. The Distributor is prohibited from promoting, selling or otherwise marketing the Products in countries or territories other than the country of purchase. A breach of this obligation shall entitle the Seller to compensation for all losses caused by the breach and to a penalty equal to the total value of the Products marketed by the Buyer in breach of its obligations.

14. Export and Trade Compliance

Each Party undertakes to comply fully with all applicable domestic and international export control, international trade and economic sanctions laws and regulations governing the sale, transfer, delivery, re-export or use of the Products under this Contract. These include, without limitation, the United States Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), the Canadian Export and Import Permits Act (EIPA), and the export control regulations in force in each jurisdiction in which a Party operates or conducts transactions relating to the Products.

15. Personal Data Protection

The Parties shall process any personal data accessed in connection with this Contract in accordance with Law No. 21,719 and all other applicable personal data protection regulations, solely for the purposes of performing this Contract and implementing the security measures required by such regulations.

Each Party represents and warrants that the Products covered by this Contract have not been obtained from, and shall not be exported, re-exported, transferred or delivered to, any country, person or entity subject to current governmental sanctions or trade restrictions. To

the best of each Party's knowledge, this representation also extends to consignees, intermediaries, designated carriers and other third parties involved in the transaction, including their owners or representatives.

Neither Party, nor any person or entity acting on its behalf, appears on any official denied, debarred or restricted party list. If a Party or related third party is added to any such list, it shall immediately notify the other Party in writing.

No provision of this Contract shall be construed or applied to require either Party to take, or refrain from taking, any action that would violate applicable anti-boycott laws, export control rules or economic sanctions regulations in its jurisdiction.

Each Party further acknowledges its continuing obligation to ensure that any re-export, subsequent transfer or further distribution of the Products complies with all applicable laws, including beyond the initial delivery point. The Parties shall retain and maintain all documentation and records required by such laws and shall make them available to competent authorities when lawfully requested.

Any material breach of the obligations set forth in this clause shall entitle the non-breaching Party to immediately suspend performance, cancel outstanding orders or terminate the Contract in its entirety, without prejudice to any other legal or equitable remedies available under applicable law.

Each Party certifies that the statements contained in this clause are true and complete to the best of its knowledge and undertakes to notify the other Party promptly upon becoming aware of any fact, circumstance or conduct that may constitute a potential or actual violation of this provision.

16. Crime Prevention and Compliance

Summit Agro Chile SpA operates a Crime Prevention Model in accordance with Law No. 20,393 and Law No. 21,595 on economic and environmental offenses. The Buyer acknowledges and undertakes to comply with the standards of this Model, which form an integral part of this Contract and each invoice issued by the Company.

Without limitation, the Buyer represents and warrants that, within the framework of its business relationship with Summit Agro Chile SpA: (i) it shall not directly or indirectly offer, promise, request or accept any improper payment, benefit or incentive that may constitute private corruption or bribery of public officials; (ii) it has not engaged and shall not engage in practices contrary to free competition; (iii) the funds used in the transaction are of lawful origin and are not connected with money laundering or terrorist financing; (iv) the commercial and

tax documents provided are authentic and shall be used for their lawful purpose; and (v) it shall refrain from any conduct, action or omission that may constitute an offense under Law No. 20,393 or Law No. 21,595 or that may expose Summit Agro Chile SpA to criminal liability.

The Buyer further represents that it holds all authorizations, registrations and permits required by applicable law for the acquisition, transportation, storage, use and application of the products and undertakes to use them in accordance with their labels and technical data sheets. The Buyer shall bear sole responsibility for their use, handling, application and final disposal. The Buyer shall be responsible for handling and disposing of the products, their empty containers and hazardous waste in accordance with applicable environmental and health regulations. The Buyer also undertakes to comply fully with applicable export control, international trade and economic sanctions rules and shall not transfer the Goods to restricted or sanctioned persons, entities or destinations.

Within its business relationship with Summit Agro Chile SpA, the Buyer acknowledges and adheres to Summit Agro Chile SpA's crime prevention standards, available at <http://summit-agro.com/cl/landing-compliance/>, which are deemed an integral part of this business relationship.

The Buyer shall report to the Seller any conduct that may constitute any of the offenses indicated above through Summit Agro's whistleblowing channel, available at <http://summit-agro.com/cl/landing-compliance/>. A breach of these obligations shall entitle Summit Agro to terminate the Contract automatically, withhold outstanding payments and pursue the corresponding civil and criminal actions, without prejudice to the penalties established by Law No. 20,393 and Law No. 21,595.