GENERAL TERMS AND CONDITIONS OF PURCHASE PRODUCTS AND SERVICES NOT SUBJECT TO LAW 12/2013

1.Purpose

These General Terms and Conditions of Purchase regulate the acquisition of products and services by **CN Corp, S.L.** and its dependent companies (hereinafter, "**Congelados de Navarra**" or "**the Group**", indistinctly, it being understood that the purchasing company in each transaction shall be the one appearing on the corresponding order) from its suppliers, ensuring compliance with the applicable trade and late payment legislation. However, these conditions shall not apply to the purchase of products subject to Law 12/2013, of August 2, on measures to improve the functioning of the food supply chain, which shall be governed by the applicable specific regulations.

2. Orders and Confirmation

2.1. Orders for products and services must be placed in writing and will be confirmed by Congelados de Navarra through the issuance of a purchase order. However, in cases where no purchase order is issued, any written agreement between the parties will be considered valid as an order and as the contractual basis for the supply.
2.2. The supplier's acceptance of the order (whether by written confirmation, by acceptance of the purchase order issued by Congelados de Navarra, or by commencing the execution of the supply or service) implies acceptance of these general conditions of purchase. Said conditions must have been attached or made available to the supplier in the order communication. For this purpose, such availability shall be implemented through the direct sending of the conditions or by including an express reference and a direct access link within the corresponding order or purchase confirmation emails, which shall provide full legal validity and binding effect to the supplier's tacit acceptance occurring upon the commencement of execution of the requested supply or service. Furthermore, for those suppliers maintaining a recurring commercial relationship or classified as regular suppliers, the acceptance of these conditions and the company's Code of Ethics may be implemented globally and deferentially through the exchange of specific confirmation emails, the legal efficacy of which shall extend uninterruptedly to all subsequent orders issued within the framework of their commercial relationship.

3. Delivery of Products and Provision of Services

3.1. The delivery of products or the provision of services shall be made at the location specified by Congelados de Navarra, in compliance with the deadlines and conditions agreed upon by the Parties.
3.2. In the case of products, these must comply with all agreed technical and quality specifications.
3.3. In the case of services, they must be performed in accordance with the agreed conditions, meeting the required and expected quality standards for their execution.
3.4. In the event of delays in delivery or service provision, Congelados de Navarra reserves the right to cancel the order without prejudice to any claims for damages.

4. Price and Invoicing

4.1. The purchase price shall be as agreed between the Parties and shall be subject to the conditions stipulated, either in the purchase order issued by Congelados de Navarra or, failing that, in the written agreement that serves as

the basis for the order. 4.2. All invoices must be issued in accordance with applicable tax legislation and must clearly detail the supplied products or provided services. Incorrect data or incorrect invoice issuance shall require mandatory rectification by the supplier.

5. Payment Terms and Late Payment Law

5.1. Payments shall be made within the maximum period established by Law 3/2004, of December 29, on measures to combat late payment in commercial transactions. 5.2. The payment period shall be sixty (60) calendar days from the delivery of the goods or the completion of the service. Notwithstanding the foregoing, if the verification or inspection process provided for in these conditions takes place (which shall not exceed 30 days from delivery), the payment period shall be thirty (30) calendar days from the date on which such verification is completed. It is an indispensable condition to proceed with the payment that the supplier has sent the corresponding correct and valid invoice to Congelados de Navarra. In accordance with Article 4.1 of Law 3/2004, the supplier is obliged to deliver the invoice within fifteen (15) calendar days following the delivery or provision of the service. If the supplier delays the sending of the invoice or has to rectify it due to incorrect data, the payment period shall be automatically extended by a number of days equivalent to the supplier's delay in delivering the correct invoice. This shall not give rise to any right to claim late payment interest or any penalty from Congelados de Navarra, as the delay is exclusively attributable to the supplier. Payments that become due in accordance with the aforementioned periods shall be executed on the payment days established by Congelados de Navarra, which shall be the fifteenth (15th) and twenty-fifth (25th) of each month, or the immediate subsequent business day if any of them falls on a public holiday.

6. Warranties and Claims

6.1. The supplier guarantees that the supplied products and provided services comply with all applicable quality, safety, and regulatory requirements.
6.2. Congelados de Navarra reserves the right to inspect the products upon receipt or evaluate the quality of the services and reject those that do not meet the agreed standards in accordance with these terms.
6.3. In the event of defects or non-compliance, the supplier must replace defective products or correct the service, or where applicable, issue the corresponding refund.

7. Verification of Product or Service Quality

7.1. Congelados de Navarra may carry out quality checks on the supplied products or provided services to verify their compliance with agreed specifications.
7.2. If defects or non-conformities are detected in the products or services, Congelados de Navarra shall notify the supplier of the deficiencies found within a period that shall in no case exceed 30 calendar days from the date of receipt of the products or the completion of the service. 7.3. The supplier shall be obliged to remedy the defects within an agreed timeframe or, failing that, to replace defective products or repeat the service at no additional cost to Congelados de Navarra. 7.4. If the supplier fails to implement the required corrections, Congelados de Navarra may opt to cancel the order and claim compensation for damages caused.

8. Liability and Insurance
8.1. The supplier shall be liable for any damage or loss caused by defective products or deficient services, ensuring compliance with applicable regulations.
8.2. The supplier shall be required to hold liability insurance covering potential claims arising from the commercialization of products or provision of services.

9. Legal and Ethical Compliance
9.1. The supplier undertakes to comply with all applicable laws and regulations in executing the contract, including those related to safety, environmental protection, labor rights, and any other relevant legislation.

9.2. Furthermore, the supplier declares to know and formally undertakes to adhere to and comply with the Congelados de Navarra Code of Ethics, which is permanently available for download and storage on the company's stable URL alongside these General Terms and Conditions of Purchase, available here: https://www.congeladosnavarra.com/en/sustainability-strategy#stakeholders, and also see our Code of Ethics (https://www.congeladosnavarra.com/sites/default/files/imce/cn_code_of_ethics_web_version.pdf) The supplier declares to know and accept said texts, thereby guaranteeing responsible business practices, business integrity, and respect for human rights.
9.3. In the event of non-compliance with these obligations, Congelados de Navarra may terminate the order and take appropriate legal action, without giving rise to any right to compensation in favor of the supplier. 9.4. Homologation, Document Control, and Retention of Payments in the Event of Subcontracting by the Supplier. (a) Regulatory Adherence: The Supplier undertakes to inform the Subcontractor of the Group's Code of Ethics, ensuring that the latter expressly commits to complying with its content, formally assuming the status of "Associated Person" for the purposes of said internal regulatory framework throughout the term of the contractual relationship with the Group. (b) Prior Homologation Requirements: As an essential condition precedent to the commencement of work or provision of services, as well as for the validity and enforceability of payments derived therefrom, the Supplier, as the party liable to the Group, undertakes to ensure that the Subcontractor provides Congelados de Navarra with the documentation proving its homologation. Document exchange shall be mandatorily managed through the Business Activity Coordination (CAE) cloud platform "6conecta". Such documentation shall include, on a cumulative basis:

(i) the specific positive and valid certificate of being current with tax obligations for the Supplier and its subcontractor, issued by the Spanish Tax Agency (AEAT) in the name of the contracting company of the Group in accordance with Article 43.1.f) of the General Tax Law; (ii) the positive and valid certificate of being current with Social Security obligations issued by the General Treasury of the Social Security (TGSS) pursuant to Article 168 of the Recast Text of the General Law on Social Security, in conjunction with Article 42 of the Workers' Statute; (iii) the documentation required regarding Business Activity Coordination (CAE) and Occupational Risk Prevention in accordance with Article 24 of Law 31/1995, on Occupational Risk Prevention, Royal Decree 171/2004, and Article 42.3 of the Recast Text of the Law on Infractions and Sanctions in

the Social Order, approved by Royal Legislative Decree 5/2000, of August 4; (iv) a copy of the Civil Liability insurance policy and proof of payment receipt; (v) the signed document of adherence to the Group's Code of Ethics; (vi) In the case of construction works: Subcontracting Logbook, Health and Safety Plan or adherence thereto, accreditation in the Register of Accredited Companies (REA), notification of opening of the work center, and certificate of specific training in construction. (c) Continuous Updating Obligations: During the execution of the contract or order, the Supplier shall ensure that the Subcontractor updates monthly with Congelados de Navarra the TGSS certificate, proof of payment of Social Security contributions (RLC and RNT forms), the employee high-status report (ITA/TA.2), and proof of payment of wages to workers assigned to the provision of the service.

Furthermore, it must annually renew the specific certificate for the Supplier and subcontractors issued by the AEAT before the expiration of its twelve (12) month validity period, as well as the updated receipt of the Civil Liability insurance, vehicle inspection (ITV), and insurance of vehicles or equipment accessing the facilities. Likewise, the Supplier shall ensure that the Subcontractor immediately communicates and uploads to the designated platform any substantial modification affecting service execution, expressly including: details of the preventive organization, designation of preventive resource, hiring/registration of new workers, or modification of equipment and chemical substances. (d) Essential Obligation, Cautious Payment Retention, and Termination: The Supplier expressly accepts that compliance with these information and document control obligations constitutes an essential obligation of the contract. Consequently, the failure to deliver, incomplete delivery, loss of validity, or negative outcome of any of the aforementioned certificates or documents shall entitle Congelados de Navarra to suspend and cautiously retain payment of any invoice or outstanding amount. Said retention shall be maintained until the Supplier fully remedies the document omission or detected debt, without the suspension of payment constituting a delay or contractual breach on the part of Congelados de Navarra, nor accruing late payment interest, penalties, or any right to compensation in favor of the Supplier. Repeated failure to comply with these control obligations shall constitute grounds for immediate termination of the contract due to fault attributable to the Supplier.

10. Force Majeure

10.1. Neither Party shall be liable for any delay or failure to fulfill their contractual obligations if such failure results from a force majeure event.
10.2. Force majeure shall be understood as any circumstance beyond the reasonable control of the Parties, including but not limited to natural disasters, pandemics, armed conflicts, strikes, power or transport failures, government regulations, or any other unforeseen event that prevents contractual fulfillment.
10.3. The affected Party must immediately notify the other Party and take all reasonable measures to mitigate the effects of the force majeure event.
10.4. Should the force majeure event continue for a period exceeding one month, either party shall be entitled to terminate the order without incurring any liability.

11. Confidentiality and Data Protection

11.1. Both Parties undertake to maintain confidentiality regarding commercial and technical information exchanged in the framework of the contractual relationship.
11.2. The supplier shall comply with applicable personal data protection regulations if access to Congelados de Navarra's data is involved.

12. Governing Law and Jurisdiction

12.1. These General Terms and Conditions of Purchase shall be governed by Spanish law.
12.2. In the event of a dispute, the Parties submit to the jurisdiction of the courts of Tudela (Navarra), expressly waiving any other jurisdiction that may correspond to them.

13. Amendments and Acceptance

13.1. Congelados de Navarra reserves the right to amend these General Terms and Conditions, notifying suppliers in writing.
13.2. Acceptance of an order implies express acceptance of these General Terms and Conditions.

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