COLINA FRUITS

Customer Terms of Trading

This document outlines the agreed workflow, quality principles, and trading terms between WT Hill & Sons (Imports) Ltd & SL, Colina Fruits ("W.T Hill Imports") and its customers. Our aim is to ensure clarity, transparency, and fairness from commercial agreement through to invoicing and payment.

1. Commercial Agreement & Programme Confirmation

1.1 Agreement of Price, Volume and Specification

Price, volume, calendar, and product specification are agreed in advance with your appointed W.T Hill Imports account manager and confirmed as part of an agreed programme (weekly, monthly, seasonal, or otherwise stated).

1.2 Sales Order

Each order will be allocated a W.T Hill Imports Sales Order (SO) number. This SO number must be referenced on all correspondence relating to the consignment.

1.3 Programme Cancellation & Amendments

If a supply programme has been established, or a specific number of consignments has been agreed in advance, any cancellation or amendment must be mutually agreed between W.T Hill Imports and the customer. Consignments or programmes cannot be cancelled unilaterally without prior agreement from both parties. Failure to reach an agreement W.T Hill Imports reserves the right to cancel any agreed programs or quantities, without any cost or penalty to W.T Hill (Imports).

2. Delivery Terms – EX Works (EXW) and CIF

For the avoidance of doubt, deliveries under these Terms of Trading may take place on either an EX Works (EXW) or CIF (Cost, Insurance & Freight) basis, as expressly agreed and confirmed with your account manager.

- EX Works (EXW) means that the customer is responsible for the collection of the goods from the agreed location. Risk and responsibility for the goods transfer to the customer at the point the goods are made available for collection.
- CIF (Cost, Insurance & Freight) means that W.T Hill Imports arranges and pays for transport and insurance to the agreed delivery depot. Risk and responsibility for the goods transfer to the customer once the goods have arrived at, and are made available at, the agreed delivery location.

Unless otherwise agreed in writing, the responsibilities, obligations, and processes applicable to each delivery type are set out in the relevant subsections below:

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2a. EX Works - Collection of Goods & Responsibility

2a.1 Collection (EX Works)

The customer undertakes to collect the goods in accordance with the agreed sales order and at the agreed date and time.

2a.2 Failure to Collect

If the customer is unable to collect the goods as agreed, the customer must inform W.T Hill Imports immediately, clearly stating that the goods have not been collected.

2a.3 Abandonment

The customer may not consider the goods as abandoned without prior written notification to, and agreement from, W.T Hill Imports.

2a.4 Ongoing Responsibility

Until the goods are either collected as agreed or formally cancelled in writing, the customer remains responsible for the goods and for any costs, risks, or consequences arising from non- collection.

2a.5 Cancellation After Arrival

Should the customer wish to cancel the goods, this must be explicitly confirmed in writing. Any resulting costs may be charged to the customer unless otherwise agreed in advance.

2b. CIF – Delivery of Goods & Transfer of Responsibility

2b.1 Delivery (CIF – Cost, Insurance & Freight)

Where goods are sold on a CIF basis, W.T Hill Imports shall arrange and pay for transport and insurance to the agreed delivery depot, as specified on the relevant Sales Order (SO). Delivery is deemed complete once the goods have arrived at the agreed depot and have been made available for unloading.

2b.2 Transfer of Risk & Responsibility

Upon arrival of the goods at the agreed delivery depot, risk and responsibility for the consignment transfers to the customer. From this point onwards, the customer assumes responsibility for the goods, including but not limited to:

- Handling and unloading
- Storage
- Quality preservation
- Any subsequent risks, losses, or costs

2b.3 Delivery Confirmation

The customer agrees to provide confirmation of delivery in the form of:

- A signed and stamped CMR, and/or
- A signed delivery note,

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confirming:

- Date and time of arrival
- Delivery location
- Receipt of the goods

This confirmation must be made available to W.T Hill Imports upon request.

2b.4 Failure to Accept Delivery

If the customer is unable or unwilling to accept delivery at the agreed time and location, the customer must inform W.T Hill Imports immediately. Any additional costs arising from failed delivery, delay, redirection, storage, or re-delivery may be charged to the customer unless otherwise agreed in writing.

2b.5 Abandonment

The customer may not consider the goods as abandoned without prior written notification to, and agreement from, W.T Hill Imports.

2b.6 Ongoing Responsibility After Delivery

Once delivery has taken place at the agreed depot, the customer remains responsible for:

- The condition of the goods
- Any quality deterioration
- Any costs, claims, or consequences arising after delivery

unless otherwise agreed in writing.

2b.7 Cancellation After Delivery

Should the customer wish to cancel the goods after delivery has occurred, this must be explicitly confirmed in writing. Any resulting costs may be charged to the customer unless otherwise agreed in advance.

2c. VAT Documentation Requirement for EXW Sales in Holland

For all sales orders concluded under EXW (Ex Works) Incoterms, where transport is arranged and handled exclusively by the customer or their appointed carrier, a copy of the CMR or equivalent transport document will be requested. This documentation is required solely for audit and compliance purposes, in order to demonstrate that the goods have physically left the Netherlands. Where sufficient evidence is provided confirming that the goods have been transported outside the Netherlands, the transaction may qualify for VAT exemption in accordance with applicable EU VAT legislation. In the absence of such proof, and where it cannot be demonstrated that the goods have left the Netherlands, we are legally obliged to apply Dutch VAT at the applicable rate (9%) to the invoice. This requirement is implemented exclusively to meet statutory VAT and audit obligations and is not intended for any other purpose.

3. Intake & Quality Control (QC)

3.1 WT Hill (Imports) QC on Arrival

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All fruit is quality checked on arrival, and an expected percentage grade-out is declared based on condition at intake.

3.2 Customer QC Reporting

Where customer QC is required, the QC report must be provided to W.T Hill Imports no later than 48 hours after arrival and must clearly state the expected percentage grade-out. If a QC report is not received within 48 hours of arrival, the product will be invoiced in full and deemed accepted.

3.3 Disputed QC Results

If W.T Hill Imports does not agree with the QC findings or the projected grade-out provided, W.T Hill Imports reserves the right to:

- Immediately collect the product; and
- Do so without penalty or obligation to replace the product.

4. Returns of Goods

4.1 Notification

In the event the customer wishes to return the goods, written notification must be provided to W.T Hill Imports within 24 hours of arrival.

4.2 Return Conditions

Returned goods must:

- Be returned in the same condition as received
- Be transported using the customer’s own means and at the customer’s cost, unless otherwise agreed
- Maintain appropriate and continuous temperature control throughout transport, ensuring that the cold chain is not broken

4.3 Condition on Return

Any deterioration resulting from improper handling or temperature abuse during return transport may invalidate any associated claim.

4.4 No Unauthorised Action

No return, disposal, repacking, or destruction of goods may take place without prior written approval from W.T Hill Imports.

5. Reconciliation Process

5.1 Reconciliation Submission

A reconciliation matching the QC report and the expected grade-out must be submitted to W.T Hill Imports no later than 10 days after arrival.

5.2 Late or Missing Reconciliation

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If reconciliation is not received within the agreed timeframe, the product will be invoiced in full based on the original commercial agreement.

6. CMR, EXW Deliveries & Traceability

6.1 CMR Provision

Upon request, the customer agrees to provide a signed and stamped CMR to W.T Hill Imports.

6.2 EXW Deliveries

In the case of EXW (Ex Works) deliveries, the customer expressly agrees to provide the CMR when requested for the purpose of:

- Demonstrating the final destination of the goods
- Ensuring traceability

6.3 Failure to Provide CMR

Failure to provide the requested CMR may result in delays in invoicing, reconciliation, or claim resolution.

7. Invoicing & Payment

7.1 Invoice Issued by W.T Hill Imports

Following receipt and agreement of QC and reconciliation, W.T Hill Imports will issue an invoice:

- Matching the agreed reconciliation values
- Quoting the correct SO number
- Referencing the individual consignment

7.2 Payment Terms

Payment is due no later than 30 days after arrival, unless otherwise agreed in writing.

8. Commercial Workflow Overview (Customer-Focused)

STEP 1	**Commercial Agreement** Price, volume, calendar, and specification agreed with your account manager.
STEP 2	**Product Arrival & Intake Assessment** Product arrives and is assessed, with an expected percentage grade-out declared.

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STEP 3

Customer QC (within 48 hours)

Customer provides QC confirming condition and expected grade-out.

STEP 4

Alignment or Resolution

Where QC aligns, product continues through the programme. Where QC does not align, W.T Hill Imports may collect the product without penalty.

STEP 5

Reconciliation (within 10 days)

Customer submits reconciliation confirming final performance against QC.

STEP 6

Invoice Issued

Invoice raised by W.T Hill Imports matching agreed reconciliation and SO.

STEP 7

Payment

Payment made within agreed terms.

9. General Trading Principles

9.1 These terms are designed to support transparency, consistency, and long-term partnership between W.T Hill Imports and its customers.

9.2 Acceptance of product, QC timelines, and reconciliation processes are essential to ensure fairness across the supply chain.

9.3 Any deviation from these terms must be agreed in writing in advance.

10. Customer Acknowledgement

I confirm that I have read, understood, and agree to all terms and conditions set out in this document.

Signed by an authorised member of staff: _____

Position: _____

Print Name: _____

Company: _____

Date: _____

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