COLINA FRUITS

Supplier Terms & Conditions

This document sets out the agreed workflow, quality standards, undertakings, and trading terms between WT Hill & Sons (Imports) Ltd & SL, Colina Fruits ("W.T Hill Imports") and all approved suppliers. These terms apply to all programmes, consignments, and arrivals unless otherwise agreed in writing.

1. Commercial Agreement & Pre-Arrival 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 the relevant supply programme (weekly, monthly, seasonal, or otherwise agreed).

1.2. Pre-Delivery Notification

Suppliers must notify W.T Hill Imports prior to dispatching any consignment. No shipment is to be sent to any warehouse or facility without such notification. The notification must include:

- Expected delivery date and time
- Consignment details (product, volume, packaging)

Failure to provide prior notification may result in W.T Hill Imports not accepting responsibility for unnotified consignments, including any delays, refusals, or mishandling.

1.3 Sales Order (SO)

Each consignment will be allocated a W.T Hill Imports Sales Order (SO) number. This SO number must be referenced on all correspondence, documentation, and invoices.

2. Intake & Quality Control (QC)

2.1 QC on Arrival

All fruit is subject to Quality Control inspection upon arrival, conducted either by W.T Hill Imports or by an independent third party appointed by W.T Hill Imports. This QC process is carried out at the cost of W.T Hill Imports and is designed to:

- Protect the condition and value of the fruit
- Provide transparency on performance against specification

Colina Fruits is a brand owned by W.T. Hill & Sons (Imports) Ltd, Company Reg 11896342, Registered office address Units Scf 1 & 2 Western International Market, Hayes Road, Southall, Middlesex, United Kingdom, UB2 5XJ and WT Hill & Sons Imports SL B55343594, Registered office address Carrer Llers n.3, 17600, Figueres, Spain, are trading as Colina Fruits. All company details and information remain the same for both W.T. Hill & Sons (Imports) Ltd and WT Hill & Sons Imports SL.

- Safeguard both the supplier and W.T Hill Imports throughout the commercial process

The supplier acknowledges that this QC process is a fundamental part of the agreed trading workflow and accepts the findings of the QC report as the agreed factual record of the product condition at intake.

2.2 QC Reporting Timeline

The QC report will be issued to the supplier no later than 48 hours after arrival, detailing the condition of the product and the expected percentage grade out.

2.3 QC Acceptance & Resolution

Where the QC identifies that product does not meet the agreed specification, the supplier accepts that outcomes will be managed in accordance with these Terms & Conditions, based on the QC findings. If the supplier does not agree with the QC findings or the projected grade out identified at intake, the supplier acknowledges that W.T Hill Imports may, acting reasonably and to protect the supply chain:

- Reject the product in full, and
- Require immediate collection or replacement, at no cost to W.T Hill Imports.

3. Price Return Process

3.1 Price Return Issued

Following intake and any repacking, a Price Return document will be issued matching:

- The QC report
- The agreed expected grade-out
- Any documented waste or losses

The Price Return reflects performance assessed through the agreed QC process.

3.2 Timing

Price Return will be issued no later than 21 days after arrival.

4. Invoicing & Payment

4.1 Supplier Invoice

Upon receipt of the Price Return document, the supplier shall raise an invoice:

- Fully matching the price Return values
- Quoting the correct W.T Hill Imports SO number
- Referencing the individual consignment

4.2 Payment Terms

Payment will be made 30 days after arrival, subject to receipt of a valid invoice that matches the Price Return document.

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5. Commercial Workflow Overview (Supplier-Focused)

The following workflow summarises how W.T Hill Imports and its suppliers work together to ensure clarity, fairness, and consistency from agreement through to payment.

END-TO-END WORKFLOW

STEP 1

Commercial Agreement

Price, volume, calendar, and specification are agreed collaboratively with your W.T Hill Imports account manager and confirmed against a supply programme.

STEP 2

Product Arrival & QC

Product arrives into W.T Hill Imports and is quality checked either by W.T Hill Imports or an independent third party appointed by us.

STEP 3

QC Report Issued (within 48 hours)

A QC report is issued to the supplier within 48 hours of arrival, outlining the condition and the expected percentage grade-out.

STEP 4

Resolution if Below Specification

Where the product does not meet specification, outcomes are agreed in line with our trading terms: • Acceptance at adjusted yield • Repacking with documented waste • Rejection with collection or replacement at no cost to WT Hill (Imports)

STEP 5

Price Return Issued (within 21 days)

A Price Return document is issued confirming final performance against the QC report, including any repack losses or grade-out.

STEP 6

Supplier Invoice Raised

The supplier raises an invoice matching the Price Return document values and quoting the correct SO number.

STEP 7

Payment

Payment is made in line with agreed terms, following receipt of a valid invoice that matches the Price Return document.

6. Undertakings by the Supplier

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6.1 Product Quality

The supplier undertakes to supply produce of consistently good quality and in accordance with agreed specifications and the normal expectations of W.T Hill Imports. All produce supplied must comply with current UK and EU legislation. Where W.T Hill Imports identifies at intake that the product does not meet an acceptable standard, as confirmed by the QC process, the supplier accepts that W.T Hill Imports may reject the product and require immediate collection or replacement at no cost to W.T Hill Imports. The supplier undertakes to inform W.T Hill Imports immediately of any activity or issue that may compromise the safety, legality, or quality of the products supplied.

6.2 Pesticide Residue Levels

The supplier undertakes that all produce supplied complies with UK and EU Maximum Residue Levels (MRLs) and contains no traces of banned substances.

6.3 Food-Grade Packaging

The supplier undertakes that all produce is supplied in approved food-grade packaging that is clean, in good condition, and suitable to protect the product from damage or contamination, in compliance with all UK and EU regulations.

6.4 Traceability

The supplier shall, upon request, provide full traceability documentation relating to:

- Product origin
- Packaging origin
- Pesticide applications and harvest withdrawal periods

Suppliers are required to provide all due diligence documentation no later than 48 hours of the purchase of the consignment. Failure to provide complete documentation may result in rejection of the consignment.

6.5 Due Diligence Defence

The supplier acknowledges that W.T Hill Imports relies upon these undertakings to establish a statutory defence of due diligence.

6.6 GMO Declaration

The supplier declares that all products supplied are free from genetically modified organisms (GMOs) or GMO derivatives. If any risk arises due to surrounding GMO crops or changes in status, the supplier undertakes to notify W.T Hill Imports immediately.

6.7 Price Return Acceptance

The supplier acknowledges that every arrival, regardless of intake score (unless rejected), is subject to receipt of a Price Return document from W.T Hill Imports confirming any losses, waste, or grade out arising from repacking in line with the QC report issued at intake.

7. Terms and Conditions of Trading

7.1 The supplier agrees to supply W.T Hill Imports with the allotted volume at the agreed price for each programme, subject to the agreed specification.

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7.2 Price, volume, calendar, and specification will be confirmed by the relevant account manager prior to shipment.

7.3 Each arrival will be confirmed by an individual QC report issued by W.T Hill Imports or its appointed third party, which forms the basis for all subsequent commercial settlement.

7.4 Where product arrives below specification, it may be rejected or subject to repacking in accordance with Section 6.1.

7.5 Individual performance confirmation will be issued via Price Return document no later than 21 days after arrival.

7.6 Payment will only be made after receipt of a valid invoice or statement that matches the Price Return document and references the correct SO number and consignment.

8. Supplier Declaration

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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