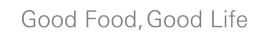


ID TVA / VAT:CHE-116.281.710 TVA

UNITED STATES

PARAGUAY

USD



PARAGUAY

Poids brut / Gross weight: 4,894.300 KG

Total Goods Value		USD	186.014,40
Total HT		USD	186.014,40
Total Without VAT			
Code TVA	Base	Taux %	Montant TVA
VAT code		Rate %	Amount VAT
Total TVA		USD	0,00
Total VAT			
Total TTC		USD	
Total With VAT			186.014,40

Vendeur / Seller
Company
Nestle Enterprises SA
Business Growth Solutions Division
Entre-Deux-Villes 12
1800 VEVEY
SWITZERLAND
Tel : +41 21 924 5111 Fax :+41 58 924 57 62
ID TVA / VAT:CHE-116.281.710 TVA

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Ref. bancaires Bank Details	IBAN / Bank Account	Cond. Paiement & Mode de Régl. Payment Terms & Writing Instructions	Code swift bénéficiaire Swift of beneficiary bank	Code Swift intermédiaire Swift of Intermediary Bank	Date échéance Due Date	Total Pallets Weight	Total gross weight Incl. pallets
UBS SA Geneve CH	CH170027927937948602X / 0279-379486.02X	Due within 60 days of inv date Up to 16.02.2026 without deduction	UBSWCHZH80A		16-02-2026	525,000 KG	4.777,762 KG

PRODUCER DELIVERY NUMBER: 8519584603
PRODUCER BILLING NUMBER: 9960042385 / DATE:18.12.2025
CUSTOMER REFERENCE NUMBER:Orden Sundown Octubre
WE HEREBY CERTIFY THAT THIS INVOICE IS TRUE AND CORRECT AND THAT ORIGIN OF GOODS IS AS STATED



Nestlé Enterprises S.A.
BGS DIVISION
Rue Entre-Deux-Villes 12
CH - 1800 Vevey

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General Terms for the Sale and Delivery of Goods - Nestlé Enterprises S.A., Business Growth Solutions Division

1. General Provisions: Unless otherwise agreed, the following terms and conditions appearing on the back side of this Pro-forma Invoice ("PFI") or invoice (hereinafter the "Terms") are the terms and conditions applicable to any and all of the offers, sales and deliveries of Nestlé Enterprises S.A., Business Growth Solutions Division (hereinafter "NESA BGS" respect of its range of finished and semi-finished products, ingredients and raw materials, and any other goods (the "Goods").

These Terms shall apply in place of and prevail over any terms and/or conditions, including purchasing terms of a customer, distributor, wholesaler, retailer, etc. (hereinafter the "Purchaser") contained or referred to in any communication from the Purchaser or implied by customor practice. A specific Distribution, Sale-Purchase or other similar agreement may be negotiated and agreed upon under certain conditions between the parties in writing in relation to the subject-matter hereof and shall be applicable between the parties and prevail over these Terms.

These Terms will be deemed accepted by the Purchaser upon the first of the following to occur: (i) if the Purchaser does not reject this PFI or invoice within 3 days from its issuance by NESA BGS; (ii) if the Purchaser expressly accepts this PFI or invoice in any form; (iii) if the Purchaser starts performing under this PFI or invoice in any manner , including by effecting payment to NESA BGS thereunder.

The Purchaser shall be responsible to ensure that the Goods' labels and packaging fully comply with any law applicable in the country where the Goods are imported or sold and in case of incompliance, shall undertake any and all corrective actions to this effect. The Purchaser shall also be responsible for completing all local regulatory requirements of the country where the Goods are imported regarding import formalities, registration and/or certification of the Goods with the competent authorities, if and where applicable.

The rights and obligations arising for the Purchaser from these Terms shall not be transferred to other persons without NESA BGS' express written consent.

2. Orders & Offers: The placing of an order demonstrates that the Purchaser is fully aware of these Terms and that the Purchaser offers tocontract with NESA BGS on the basis of these Terms. Any order placed by the Purchaser, including the applicable price and respect of minimum order quantity, which is agreed from time to time, shall be binding uponboth parties only after NESA BGS has confirmed in writing the Goods' availability and delivery time. Should the Purchaser cancel an order after it has been accepted in writing by NESA BGS, the Purchaser shall compensate NESA BGS for any and all proven costs, expenses, damages or losses reasonably incurred by NESA BGS in fulfilment of the Purchaser's order. The latter shall also include the value of the Goods, should NESABGS find itself unable to suspend supply from the manufacturer and hence incurs said cost.

3. Prices: The Goods ordered by the Purchaser will be invoiced at the price set out by NESA BGS at the date of order acknowledgement, provided that the Purchaser places the order with NESA BGS within 3 (three) months prior to the delivery date. Only in exceptional cases, where the standard lead time of the Goods (between the placement of an order and the moment the Goods are ready for delivery) exceeds 3 (three)months, NESA BGS shall accept an order placed according to such lead time, at the price set out by NESA BGS at the date of order. Unless otherwise agreed by NESA BGS, the prices are as agreed and are exclusive of VAT (where applicable) or similar tax chargeable in respect thereof.

4. Payment: The Goods delivered shall be paid within the payment period agreed between NESA BGS and the Purchaser (the "Due Date"). Payments shall be made to NESA BGS by transfer of funds to NESA BGS' bank account, authorized by way of NESA BGS' official document, in a manner ensuring that NESA BGS receives cleared funds on or before the Due Date.If the Purchaser is overdue with any payments owed to NESA BGS or if NESA BGS becomes aware that the Purchaser is facing financial difficulties or bankruptcy, NESA BGS is entitled to make deliveries of still outstanding orders only upon prepayment or to cancel any order already confirmed. In such cases, where NESA BGS decides to cancel a confirmed order, the Purchaser shall compensate NESA BGS for any and all proven costs, expenses, damages or losses reasonably incurred by NESA BGS in fulfilment of the Purchaser's order. The Purchaser is not entitled to deduct any amounts of whatever nature (e.g. promotional payments or other) from any amount due or payable to NESA BGS, unless otherwise agreed. Should the Purchaser fail to pay any NESA BGS invoice on the Due Date, all monies owed by the Purchaser to NESA BGS will become payable on demand and will entitle NESA BGS to charge interest on overdue payments at the statutory rate of 5 % according to the applicable Swiss laws. NESA BGS may set off any amounts payable by the Purchaser against promotional payments or other amounts NESA BGS owes the Purchaser.

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5. Delivery: NESABGS shall use its reasonable endeavours to deliver the Goods at the time, in the manner and to the place agreed between the Purchaser and NESABGS as per the procedure stipulated in the above Clause 2 ("Orders & Offers"). In cases of a force majeure event, or any other circumstances falling beyond the reasonable control of NESABGS and leading to its objective incapability to supply the Goods in the agreed manner (e.g. unavailability of the Goods due to the relevant producer's incapacity, etc.), NESABGS shall not be liable for any loss or damage incurred to the Purchaser by late or partial delivery, or non-delivery. In such cases, by exception only and after having submitted a reasonable prior notice to the Purchaser, NESABGS may reduce, vary or cancel orders, if unable to execute them for the afore-mentioned reasons. NESABGS shall duly inform the Purchaser of any alterations to the Goods and/or the packaging that may have been undertaken by the relevant producer.

The Purchaser must check that the quantity and specifications of the Goods delivered correspond to the order before the Purchaser signs any delivery note. The signature by the Purchaser or its authorized representative on the delivery note or similar document is conclusive evidence of the Purchaser's inspection and acceptance of the consignment as being the correct amount and free from damage visible on inspection. Written claims for damages, short deliveries, other delivery errors or Goods' defects, not attributable to the Purchaser's fault (the 'Claims') must be submitted to NESABGS within 3 working days from delivery of the Goods and must be accompanied by the delivery note, signed by the transportation company of NESABGS and by the Purchaser, clearly stating the problem. The Purchaser shall act in accordance with any instructions received from NESABGS. In addition, unless otherwise agreed by NESABGS in writing, the Purchaser must retain damaged Goods for inspection and disposal.

Claims shall be accepted for consideration by NESABGS if their value is not less than CHF 1'000 (one thousand Swiss Francs) per sales order and can be allowed for compensation upon NESABGS' sole discretion following an assessment that such Claims conform to these Terms.

6. Storage: The Goods must be stored safely, properly and hygienically in accordance with all NESABGS' structions, or in the absence of such, with the best storage practice and standards for similar goods in the relevant industry, to prevent deterioration thereof. NESABGS shall have the right to inspect any premise or warehouse where the Goods are stored.

7. Risk and Title: Risk of any loss of or damages to the Goods shall pass to the Purchaser from the time they have been delivered according to the respective delivery terms (Incoterms 2020® or other relevant version thereof, as may be in effect from time to time) applying to the confirmed order and indicated on the invoice. Notwithstanding delivery and the passing of risk in the Goods, the title in the Goods sold and delivered will not pass to the Purchaser until NESABGS has received payment in full of the price of those Goods.

8. WHO Code Compliance: In cases of sale of infant formula products (i.e. 0-12 months):

(i) Nestlé abides by the Nestlé Policy implementing the International Code of Marketing of Breast-milk Substitutes (the "WHO Code") to protect and support exclusive breastfeeding to 6 months and continued breastfeeding for as long as possible. Accordingly, the following activities are not allowed for infant formula products for the use of infants under the age of 6 months (for Purchasers in high-risk markets): consumer promotions and competitions, special displays and gondola ends, advertising, volume and growth incentives, price promotion, and activities targeted directly to the consumer/shopper such as sampling, in-store promotions, and communication with mothers at point of purchase. This does not preclude measures taken to ensure availability and accessibility for mothers who require the use of infant formula, such as stock rotation, adequate remaining shelf life, and maintenance of clean hygienic display, adequate stock availability to meet demand and prevent Out-Of-Stock situations at the point of purchase.

(ii) The Purchaser acknowledges that it understands, complies with and monitors all of its employees for compliance with the WHO Code, the Nestlé Policy implementing the WHO Code and the applicable stricter national legislation implementing the WHO Code in the countries/territories where the infant nutrition products are sold. Any breach of the afore-mentioned legal framework could result in termination of the NESABGS - Purchaser relationship.

9. Warranties and Liability: The Purchaser warrants and guarantees on an ongoing basis that it will (i) comply with all applicable laws, rules, orders, guidelines and regulations, especially and without limitation regarding the following matters: Competition (Antitrust), Data Privacy, Anti-Money Laundering & Combating the Financing of Terrorism, Sanctions, Anti-Corruption & Bribery, Immigration, Anti-discrimination, Tax, Environment, Food Safety and Quality, as well as export control, import, customs and economic sanctions; (ii) secure, at its sole cost and expense, any and all permits, licenses or approvals required from any governmental agency or authority to comply with its obligations hereunder and (iii) comply with such Nestlé policies, as may be formulated and communicated to it from time to time, including but not limited to: the Nestlé Corporate Business Principles and the

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Nestlé Code of Business Conduct (as published on <https://www.nestle.com/investors/corporate-governance>).

To the fullest extent permitted by the applicable laws, NESA BGS shall not be liable for any loss or damage suffered by the Purchaser or any third party arising out of or in connection with the sale, distribution, delivery, non-delivery, possession or consumption of the Goods or for any claim made against the Purchaser by any third party, save to the extent that such loss or damage is directly caused by NESA BGS' gross negligence or wilful misconduct.

10. No Sale or Return: NESA BGS does not offer its finished and semi-finished food products on "Sale or Return" and the Purchaser must sell such products before any "Use By" "Best Before" or "Expiry" dates. Exceptions may apply for the return of damaged or expired Products for the use by infants of up to the age of 12 months, in accordance with the applicable regulations and Nestlé policies. Any such return will require a written authorization by NESA BGS.

11. Traceability of Goods: The Purchaser shall at all times be able to provide details and data regarding the movement of the Goods, in the format specified by NESA BGS, covering at least: name of Goods, SKU code(where relevant), manufacturing batch code of Goods delivered, manufacturing date, expiry dates (where relevant), quantities, date of delivery or collection, which must guarantee an efficient recall action in the unlikely event of quality issues. The Purchaser shall keep all information received by NESA BGS and/or provided to NESA BGS confidential.

12. Destruction of Goods: In cases where damaged Goods require destruction, a formalization of the procedure must be aligned with NESA BGS prior to the actual event. The physical destruction of the Goods must be supervised and documented by a reputable person / company authorized by NESA BGS / Nestle and take place in accordance with the applicable Nestle standards.

13. Intellectual Property Rights: NESA BGS is a licensee of the trademarks and other intellectual property rights used in connection with the Goods, which are owned by or licensed to NESA BGS' affiliated company Société de Produits Nestlé S.A. of 3 Vevey, Switzerland. The Purchaser shall acquire no rights in the Goods except as expressly provided for under these Terms or in a separate written agreement. The Purchaser agrees that it or its authorized representatives shall not alter, deface, remove or otherwise interfere with the trademarks and the labelling of the Goods or with any reference to Nestlé or any other name affixed to the Goods, except for re-stickering which may be undertaken by the Purchaser to meet local legislation requirements, so long as it does not denigrate the Goods. Where NESA BGS deems that the re-stickering may reflect negatively on the quality of the Goods or the reputation of Nestlé brands, the Purchaser will rectify the re-stickering pursuant to NESA BGS' instructions. Any use of the intellectual property rights by the Purchaser for purposes other than as agreed hereunder and/or concerning their correct representation shall be subject to the prior written approval of NESA BGS and the Purchaser shall comply with any instructions provided by NESA BGS in connection with such use.

14. Data Privacy: NESA BGS may use information provided by the Purchaser for all purposes reasonably necessary to properly regulate business dealings between the parties in relation to these Terms and to conduct NESA BGS' ordinary business operations, including but not limited to: order fulfilment; maintaining business records; credit referencing (including the use of credit reference agencies); for tracing purposes; for accounting and finance-related purposes; and for compliance with legal and regulatory obligations to which NESA BGS is subject; in all cases in compliance with applicable laws. By placing an order with NESA BGS, the Purchaser confirms that: (i) all affected individuals have been notified that their Personal Data may be disclosed to NESA BGS; and (ii) the Purchaser has no reason to believe that NESA BGS' processing of such Personal Data for the purposes stated above would result in a breach of applicable laws.

15. Termination: NESA BGS shall be entitled to discontinue supplies of Goods to the Purchaser at any time upon the occurrence of the following (without limitation) conditions:

(i) if the Purchaser fails to pay for the Goods within the agreed payment terms and has received three overdue payment reminders by NESA BGS, or if the Purchaser becomes insolvent or bankrupt or is in a process of bankruptcy restructuring process or other type of reorganization or liquidation procedure;

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(ii) if the Purchaser is in breach of the applicable laws, including without limitation Competition (Antitrust) laws, Data Privacy laws, Anti-Money Laundering & Combating the Financing of Terrorism laws, Sanctions, Anti-Corruption & Bribery laws; or is in breach of the WHO Code and/or local laws on the marketing of breast-milk substitutes;

(iii) if in NESA BGS' sole opinion, the Purchaser damages or may damageNestlé Intellectual property rights and/or reputation and the Purchaser does not take the step necessary to remedy the situation within the timelines designated in an explicit written notice by NESA BGS;

(iv) without cause, upon a prior notice.

16. Governing Law and Jurisdiction: These Terms will be governed by and construed exclusively in accordance with the substantive laws of Switzerland, excluding its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. The jurisdiction for any dispute arising out of or in connection with these Terms will be the competent courts in thecity of Geneva, Switzerland, the competence of the Swiss Federal Court being reserved. Prior to initiating litigation in relation to this Agreement, the parties will make a good faith attempt to resolve their dispute through direct negotiation. However, following any unsuccessful negotiation, the parties agree to submit any dispute, controversy or claim arising out ofor in relation to these Terms to mediation in accordance with the Swiss Rules of Mediation of the Swiss Chambers' Arbitration Institution in force at the date when the request for mediation is submitted in accordance with these Rules (www.swissarbitration.org/Mediation/Mediation-rules). The seat of the mediation will be the city of Geneva, Switzerland, although the parties may jointly agree to hold meetings in other locations. The mediation proceedings will be conducted in English. If the parties do not reach a mutually satisfactory written settlement within 45 days from the date when the mediator has been confirmed or appointed by the Chambers following the filing of a mediation request, or any such other period asjointly agreed in writing by the parties, then either of them will be free to commence court proceedings. Nothing in this Clause prevents either of the parties from seeking orders from a court for any urgent interlocutory or other equivalent injunctive relief. The prevailing party in any dispute will be entitled to reasonable attorneys' fees and court and mediation costs.