



Factura

Sinclair Systems International, LLC
3115 S. Willow Avenue
Fresno CA 93725

Facturar A:

Agroexport Internacional S.A. de C.V.
Lázaro Cardenas No. 69
Jucutacato
Uruapan MIC 60230
Mexico

Entregar A:

Villita Avocados Inc
9900 S. Keystone Drive
Pharr TX 78577

t: 559 233-4500
f: 559 233-4501
e: usinfo@sinclair-intl.com
w: www.sinclair-intl.com

No. de Factura: 1208121	Fecha de Factura: 08/29/2025	Moneda de Facturación: USD	Fecha de Vencimiento: 09/28/2025
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No. de Pedido	193512	Su Pedido de Referencia	AM2917	País de origen	US United States
Fecha de Pedido	08/20/2025	Albarán No.	526773	Agente	Sinclair Mexico
Cliente/Cta. No	95088	Fecha de Envío	08/28/25	Condiciones de Pago	30 Days from Invoice Date
CIF del Cliente	AIN150303D75	Entrega Cliente/Cta. No	94146		

Cantid ad	Ref. Item	Descripción	Unidad de Venta	Precio unitario	IVA	Valor de la Mercancía
19,980	3232966	VILLITA AVOCADO EMP 289 MX 4046 S 3.0-26 4 COLOR DATABAR LABEL	TH	2.0000	3	39,960.00
13,320	3232974	VILLITA AVOCADO EMP 289 MX 4225 L 3.0-26 4 COLOR DATABAR LABEL	TH	2.0000	3	26,640.00
6,660	3232982	VILLITA AVOCADO EMP 289 MX 4770 XL 3.0-26 4 COLOR DATABAR LABEL	TH	2.0000	3	13,320.00
Valor Total de la Mercancía						79,920.00
IVA						0.00
Resumen IVA: TAX AREA USZ TAX RATE 0.000 Base Imponible: 79,920.00 IVA: 0.00						Total Factura 79,920.00

Fecha de Inicio	10/01/2024	La Tarifa 1 Comienza	200,000	('000)	Pagar a: J P Morgan Chase Bank, NA New York NY Codigo SWIFT: Cod. de Banco: No. de Cuenta Bancaria IBAN:
Fecha de Fin	09/30/2025	La Tarifa 2 Comienza	250,000	('000)	
Cantidad Mínima	200,000 ('000)	Cantidad Acumulada	137,460	('000)	
Cargo Mínimo Anual	374,000.00	Valor de Etiquetas Acumulado	258,882.00		

TERMS & CONDITIONS OF SALE

LABEL STORAGE

Always store labels in a cool (40°F-70°F / 5°C-20°C) and dry location.

Do not stack cartons more than four (4) high.

Do not store cartons on side; Store cartons as shipped with rolls horizontal.
DOCUMENT AND REPORT ALL SHIPPING DAMAGE IMMEDIATELY.

PRICE AND PAYMENT TERMS: All prices are F.O.B. customer site. All prices are subject to change without prior notice. Orders calling for future delivery shall be billed at prices in effect on the shipping date. Shipments which are more or less than the actual quantity ordered shall constitute filling the order if such variance does not exceed the following percentages: (i) 10%, for stock and custom orders where SINCLAIR purchases standard materials; (ii) 20%, for custom orders where SINCLAIR purchases non-standard materials, PURCHASER shall be billed only for the quantity actually shipped.

The net amount of invoice shall be payable in full within 30 days following the date of invoice. Invoices not paid within 30 days of due date shall thereafter bear monthly service charges at the rate of 1.5% per month on the unpaid balance until paid. If in SINCLAIR's opinion PURCHASER's financial condition does not justify continuance of production or shipment on the terms of payment specified, SINCLAIR may require payments in advance.

The amount of any present or future tariff, duty, federal, state, local or any and all other taxes applicable to the charges listed herein shall be added to the price and paid by the PURCHASER unless PURCHASER provides SINCLAIR with a valid exemption certificate acceptable to SINCLAIR and the appropriate taxing authority.

If a collection suit is filed, PURCHASER agrees to pay all costs of collection including a reasonable attorney's fee in connection with any trial or appellate proceedings

SHIPMENT AND TRANSPORTATION TERMS: SINCLAIR reserves the right to specify routing of shipments. SINCLAIR shall attempt to ship within the time specified on SINCLAIR's Sales Order Acknowledgement, if indicated, and if not then within a reasonable time and PURCHASER acknowledges that no claim may be made for delays in shipment. If PURCHASER specifies a carrier that is not a SINCLAIR approved carrier, the shipment will be made on a "Freight Collect" basis.

TITLE AND RISK OF LOSS: All prices are F.O.B. customer site. Title and risk of loss for all products shall pass to PURCHASER upon signing for delivery from Freight carrier regardless of the freight terms or method of payment for transportation charges. SINCLAIR is responsible for filling all loss or damage claims with the carrier. To receive credit or replacement labels, PURCHASER is responsible for notifying SINCLAIR within ten (10) days of receipt of shipment and filing all shipping loss and damage claim documents with SINCLAIR in order to receive credit or replacement product.

TRANSIT DAMAGE CLAIM PROCEDURE:

- 1) "F.O.B." customer site is SINCLAIR's term of sale. Therefore, once received and signed for by the PURCHASER, the shipment becomes the property of the PURCHASER.
- 2) It is the responsibility of the PURCHASER to receive the entire shipment as tendered and notify SINCLAIR of any claim in the event any portion of the shipment is missing or damaged upon delivery.
 - a) Damage or shortage MUST be noted on all copies of the freight bill and signed by the driver.
 - b) Call SINCLAIR immediately at (559) 233-4500. SINCLAIR will file a claim for the damaged goods and, if necessary, ship replacement goods.
- 3) If there is any loss or damage at the time of delivery, it is essential to note it on the delivery receipt. Within 15 days of receipt of the shipment, any concealed damage should be reported to SINCLAIR. Retaining the entire package is necessary until after a concealed damage inspection is issued by the carrier.
- 4) Speed is of utmost importance! Prompt inspection, as well as prompt filing of the claim with all the necessary documents will facilitate fast settlement. All claims must be accompanied by the following documents:
 - a) Copy or original bill of lading.
 - b) Duplicate of invoice covering shipment.
 - c) Duplicate of destination inspection report if available or exact duplicate of freight bill or delivery receipt noting shortage and/or damage, signed by driver.

ACCEPTANCE: All orders are subject to acceptance by SINCLAIR main office.

CANCELLATION: Orders cannot be cancelled except upon terms that will fully compensate SINCLAIR against loss.

RETURNS: All products sold by SINCLAIR are returnable only in accordance with the "SINCLAIR Contract" and the warranty provision therein. **Before returning any product, PURCHASER must obtain SINCLAIR's main office written approval and instructions.**

FORCE MAJEURE: SINCLAIR shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fires, strikes, riots, civil commotion, insurrection, war, the elements, embargo, failure of carriers, inability to obtain transportation facilities, government requirements, acts of God, or public enemy, prior orders from customers or limitations on SINCLAIR's or its suppliers' production or marketing activities or any other causes or contingencies beyond SINCLAIR's control. SINCLAIR shall in no event be liable for any consequential damages.

LIMITATION OF LIABILITY: In no event shall SINCLAIR be liable for any incidental or consequential damages, including but not limited to, loss of profit, loss of use or production or loss of capital. The remedies of PURCHASER set forth herein are exclusive and the total liability of SINCLAIR with respect to any contract, or anything done in connection therewith such as the performance or breach hereof, or from the manufacture, sale, delivery, resale, installation or use of any products whether arising out of contract, negligence, strict tort, or under warranty, or otherwise, shall not exceed the purchase price of the products upon which the liability is based.

COMPLIANCE: All SINCLAIR products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and other applicable laws. SINCLAIR labels comply with the requirements of Toxics in Packaging Prevention Act (Assembly Bill AB455 Statutes of 2003, Chapter 679 as amended by AB2021, Statutes of 2004, Chapter 445) passed by the California Legislature or any subsequent amendment, modification or replacement.

SERVERABILITY: Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

CHOICE OF LAW: All contracts and disputes arising herewith shall be governed by and construed in accordance with the laws of the State of California.

LIMITED WARRANTY

All statements, technical information and recommendations about SINCLAIR products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All SINCLAIR products are sold with the understanding that the PURCHASER has independently determined the suitability of such products for its purposes. SINCLAIR products are warranted to be free from defects in material or workmanship for a period of one year from the date of shipment. Any product shown to the satisfaction of SINCLAIR within the time provided to be so defective shall be replaced without charge or SINCLAIR may issue credit in such amount as it deems reasonable; however, in no event shall SINCLAIR be responsible for claims beyond the replacement value of the defective product or in any way liable or responsible for consequential or incidental damages.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO PRODUCTS SOLD BY SINCLAIR. SINCLAIR SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SINCLAIR.

No salesman, representative, or agent of SINCLAIR is authorized to give any guarantee, warranty or make any representation contrary to the above.