



POLÍTICA DE CALIDAD Y SEGURIDAD ALIMENTARIA

PC.04

02-10-2019

La Dirección de **PROEX DRINKS GROUP, S.A.** promueve y desarrolla un Sistema de Gestión de la Calidad, cuyos principios se establecen en el Manual del Sistema de Gestión, satisfaciendo las exigencias de la norma UNE-EN ISO 9001:2015 y UNE-EN ISO 22000:2005, bajo el siguiente alcance:

*GESTION DE LA PRODUCCION Y ENVASADO DE BEBIDAS ALCOHOLICAS Y NO
ALCOHOLICAS EN PET, VIDRIO, BRICK Y LATAS (ISO 9001 e ISO 22000)*

REPRESENTANTE ADUANERO (ISO 9001)

PROEX DRINKS GROUP, S.A. tiene una amplia experiencia como operador logístico y gestor de la producción y envasado de bebidas, ofreciendo siempre un servicio personalizado, de calidad y de atención a nuestros clientes. Los puntos fuertes de **PROEX DRINKS GROUP, S.A.** se centran en la rapidez y eficacia con la que realiza sus servicios, ofreciendo una atención personalizada a cada cliente. Por todo ello fundamenta su compromiso en materia de inocuidad de los alimentos y calidad en los productos ofrecidos a través de esta política, contando para ello con el respaldo de unos objetivos medibles, basándose en los siguientes principios:

- EL CORRECTO DESARROLLO DE LA IMPLEMENTACIÓN DEL SISTEMA DE GESTIÓN ES RESPONSABILIDAD DE TODOS Y CUENTA CON EL RESPALDO Y COMPROMISO DE LA GERENCIA.
- BASAR LA POLÍTICA EN EL PROPÓSITO Y CONTEXTO DE LA ORGANIZACIÓN
- PROPORCIONAR LOS RECURSOS NECESARIOS PARA GARANTIZAR LA MEJORAR CONTINUA, SEGURIDAD ALIMENTARIA Y SATISFACCIÓN DE LOS CLIENTES, A TRAVÉS DE FORMACIÓN, RECURSOS MATERIALES O HUMANOS.
- LA FIDELIZACIÓN DE NUESTROS CLIENTES SE CONSIGUE A TRAVÉS DE UN ALTO GRADO DE SATISFACCIÓN DE LOS MISMOS.
- LA POLÍTICA ES COMUNICADA A TODAS LAS PARTES INTERESADAS.
- LA POLÍTICA ES APROPIADA A LA ACTIVIDAD DE LA EMPRESA, SIRVE COMO MARCO DE REFERENCIA PARA LA DEFINICIÓN DE OBJETIVOS Y SE REVIS PERIÓDICAMENTE CON EL FIN DE OBTENER UNA MEJORA CONTINÚA EN LA EMPRESA.
- LA ORGANIZACIÓN CUMPLE CON TODOS LOS REQUISITOS LEGALES Y REGLAMENTARIOS APLICABLES, ASÍ COMO LOS REQUISITOS DEL CLIENTE Y OTROS QUE LA ORGANIZACIÓN SUSCRIBA EN MATERIA DE CALIDAD Y SEGURIDAD ALIMENTARIA.
- ABORDAR LA NECESIDAD DE GARANTIZAR LAS COMPETENCIAS RELACIONADOS CON LA SEGURIDAD ALIMENTARIA.


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San Roque, a 2 de octubre de 2019

La Dirección de PROEX DRINKS GROUP, S.A.



Customer information

GENERAL TERMS & SALES CONDITIONS FOR SALE OF GOODS

1º Acceptance of the present Terms & Conditions

- 1.1 Supplies of goods of Proex Drinks Group, S.A. (Hereinafter Proex) for orders placed to the company shall be made in accordance with the present General Sales Conditions which shall be deemed to be totally accepted by the Client on written acceptance of the goods or failing written acceptance, by the lapsing of a period of 48 hours as from the date of receipt of the goods.
- 1.2 Any amendments to the present General Sales Conditions shall only be valid if they are mutually agreed in writing between the Client and Proex and any clause or General Purchase Conditions established by the Client in its invoices, delivery notes or correspondence which contradicts or limits the present Conditions shall not be deemed to be valid.
- 1.3 Notwithstanding the above, Proex may specify other conditions in its invoices or delivery notes which invalidate the present General Sales Conditions or make amendments or addenda to the Conditions.
- 1.4 In the event that any of the provisions of the present General Sales Conditions or any other conditions which amend or replace the Conditions are rendered void or are unenforceable for legal reasons, the remaining provisions shall remain valid and shall be amended accordingly.
- 1.5 The present General Sales Conditions and any amendments of such Conditions and their written Appendices, if any, shall constitute total agreement between Proex and the Client. Therefore, no written or verbal agreement which amends the contents of the foregoing documents shall be binding for Proex.

2º Payment

- 2.1 The price shall be paid to Proex under the conditions agreed for each case. In general, and unless otherwise stated in writing by Proex, the term of payment of the invoices shall be computed as from the date of dispatch of the goods from the headquarters of Proex or warehouse where they are located.



Proex Drinks Group, S.A. – GENERAL TERMS & SALES CONDITIONS FOR SALE OF GOODS

2.2 The price is independent from any other future or present sale charge, value added tax, customs duties (Including Customs Agents Fees) or any other tax applicable on the goods object of this transaction. Such taxes shall increase the price unless the Client provides Proex with a certificate verifying the non-subjection to, or exemption, from the same.

3º Delivery

3.1 Deliveries of orders place by the Clients shall be made under the conditions agreed for each case.

3.2 Notwithstanding, delivery terms shall always be approximated. Consequently, Proex shall in no event be liable for any claims made by the Client or by any third party for short delays in delivery.

4º Delivery documentation

4.1 The documents required for deliveries of goods should be attached to all supplies together with the corresponding indications.

5º Acceptance of goods

5.1 Mere delivery of the goods to the Client shall not be deemed to mean acceptance of goods by the same.

5.2 For the goods to be deemed to be accepted by the client, written approval of the quantity and quality of the goods by the Client is required. Notwithstanding, if no written approval is given by the Client with a period of 48 hours as from the date of receipt of the goods, the goods shall be deemed to be tacitly accepted.

5.3 The amounts and values determined by the Client when verifying the amounts, measurements and weights of the delivered goods shall not be binding for Proex.

5.4 Proex does not assume any liability for any damage to property or physical injury of the Clients, its employees and/or any third party which are produced as a result of the handling and/or processing of goods by the Client or any third party. In addition, Proex does not guarantee the suitability of the goods for the use for which the goods are employed by the Client.

5.5 The final possessor of packaging waste or used packaging will be responsible for its environmentally correct treatment.

6º Goods which do not comply with standards

- 6.1 The Client may report defects of faults in quantity, quality and patent defects of the received goods either at the moment of receipt or at the moment after receipt and within the period established in clause 5.2 above. In case of any damage, lack of goods or defectiveness on received goods is detected upon unloading of the goods, the Client is obliged to contact one of the following internationally recognized Survey Organizations (Lloyds, SGS or Bureau Veritas) to make up a surveyor's report and send this to Proex by courier, even if the invoices have already been paid, provided that such damage, lack of goods or defectiveness exist prior to the delivery of the goods. For latent defects, the aforementioned period shall be seven days. This surveyor's report must be issued mandatorily by one of the following internationally recognized Survey Organizations (Lloyds, SGS or Bureau Veritas) and the report must be sent to Proex within a period of 48 hours from the date of receipt of the goods as following: One copy of this report must be sent by email to customerservice@proex.es, and the original report must be sent by courier service to Proex Drinks Group, S.A. Avda. Americo Vespucio 5, Edif. Cartuja, bloque A, 2ª planta, Modulos 7 y 8, 41092 Sevilla (Sevilla) España/Spain/Espagne.
- 6.2 No supply of goods exceeding or not reaching the amount stated by Proex on the corresponding invoice or delivery note may be claimed for or not paid by the Client or such grounds, provided the difference does not exceed the amounts which are considered normal, in accordance with trade customs, and for such kind of products. Notwithstanding, the amount which has effectively been supplied shall always be invoiced. In the event of any discrepancy regarding the amount which is effectively supplied, the client has to proceed as established in clause 6.1 above. The costs which are incurred to determine such amount shall be borne by the party whose amount is not confirmed. In the event that the amount determined by the independent third party differs from the amounts determined by both parties, the cost shall be borne equally by both parties.
- 6.3 Proex guarantees the good quality of the goods which are supplied, in such a way that it shall in no event be liable for any goods whose defects have been caused by willful misconduct, negligence or inadequate warehousing by the Client or any third party at its service, Proex, in such cases, being exempt from all liability.
- 6.4 Proex undertakes to maintain samples of all the goods supplied to the Client during the term of the guarantee.
- 6.5 Proex shall in no event be obliged to accept any returns of goods unless prior written notice of such return has been given by the Client and accepted by Proex.
- 6.6 It is the clients responsibility to ensure that the products supplied by Proex comply with the relevant laws for import, sale & distribution and consumption in the destination country. Proex shall in no event be liable for any claims made by the client or by any third party for the non compliance, including but not limited to labelling, recipe components and brand name conflicts of products.
- 7º Retention of title**
- 7.1 The title of the goods passes to the Client when Proex has received payment in full therefore where Proex has not received payment on time for the goods delivered, it retains its right to take repossession of the goods without a court order. The Client accepts Proex rights to enter its premises in order to take repossession.
- 8º Delay in payment**
- 8.1 In the event of delay in payment of the invoices, Proex reserves the right to: either (i) suspend supplies for new orders until the Client has fully settled its debt or (ii) resolve the contractual relation linking both parties. In both cases, Proex reserves the right to claim for the corresponding damages against the Client.



Proex Drinks Group, S.A. – GENERAL TERMS & SALES CONDITIONS FOR SALE OF GOODS

9º Force majeure

- 9.1 Force majeure shall mean any act, circumstance or event beyond the control of a party, including but not limited to earthquakes, hurricanes, other acts of God, strikes, lockouts or war. If a party is unable to perform an obligation under the contract due to a force majeure event, such party's obligations shall be suspended for the duration of the force majeure event.
- 9.2 The party unable to perform its obligation due to a force majeure event shall notify the other party immediately in writing explaining the event's effect on the ability to fulfill its obligations.
- 9.3 If a force majeure event has lasted for more than 2 months both parties shall be entitled to terminate the contract in writing with immediate effect.

10º Confidentiality

- 10.1 Each party shall keep confidential for at least three years from its receipt, all information received in connection with this contract, except to the extent required to be disclosed in accordance with applicable law.

11º Law and venue

- 11.1 This contract is construed under and shall be governed by Spanish law.
- 11.2 Disputes arising out of or in connection with this contract that cannot be solved amicably between the parties shall be brought before the courts of Seville (Seville) Spain, and both parties, mutually and expressly agree that interpretation and/or execution of the present General Sales Conditions shall be resolved by the courts of Seville (Seville) Spain in accordance with Spanish law.
- 11.3 Proex may alternatively and at its sole option take legal action in any jurisdiction, valid or not for the customer.

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