

# Mondelez Int'l Hldngs LLC

**FROM:** 8413 US 3P SALES EXPOR  
 Deerfield  
 IL  
**MZ DUNS:**  
**CUST:** 140103523  
**PDT:** 02/22/2024 **RAO** Y01  
**ORDR:** 1300250505 **TR:** F2  
**A/R:** 140103335  
**PP:** 0Y01  
**TC:** NAVE **LB:** BC71  
**CUST T/CLASS:** J68

**ORIGINAL INVOICE**  
**SHIP TO:**  
 LISTO PRODUCE  
 LISTO PRODUCE  
 C/O PEDRO ATORGA  
 1800 BAY ST  
 LOS ANGELES CA 90021  
 USA  
**BILL TO:**  
 PARAMOUNT EXPORT CO  
 PARAMOUNT EXPORT CO  
 175 FILBERT ST STE 201  
 OAKLAND CA 94607-2541  
 USA

**REMIT TO:**  
 Mondelez International Holdings  
 LLC  
 PO Box 13445  
 NEWARK NJ 07188  
 USA  
**B/L NBR:**  
**CARRIER:**  
**FRT TERMS:** Vernon  
**PO #:** P00028962G

**INVOICE NUMBER:** 1991243832  
**P.O DATE:** 01/17/2024  
**SHIP DATE:** 02/19/2024  
**RD DATE:** 02/22/2024  
**TOT DUE:** 1,196.00  
**IF PAID BY:** 03/23/2024  
**NET DUE:** 1,196.00  
**TERMS:** Net 30 Days EXP

ORD QTY	U O M	SHP QTY	U O M	MATL NO / CUST ITEM	DESCRIPTION	UNIT PRICE / ALW/CHG	NET PRICE	AMOUNT
13	CA	13	CA	210006122300 / 210006122300	8Z PHIL CRM CHS RIGID BOX 36	92.0000 CA	92.0000	1,196.00
13		13			<b>TOTAL:</b>			1,196.00

**CUSTOMER ORDER NOTES:**

CSC REP NAME: CSC - KUMARI SONI

TOTAL GROSS WT	253.63	TOTAL DEAL	0.00
TOTAL NET WT	234.00	TOTAL ALLOWANCE	0.00
TOTAL CUBE	0.00	TOTAL CHARGES	0.00

## THIS INVOICE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**DEFINITIONS** Except as this invoice provides to the contrary, the unqualified word "Seller" means "Mondelez Global LLC" or a subsidiary of Seller. The word "goods" as used herein shall mean the products, articles, materials and equipment described on the face hereof. The word "Invoice" shall mean this invoice.

**ACCEPTANCE** All orders for goods are subject to acceptance by Seller and to market changes without notice. No responsibility is assumed by Seller for verbal orders; all changes must be confirmed in writing to Seller. Notwithstanding Buyers act of accepting and paying for any goods, no other terms, whether or not contained in any purchase order or other document given by Buyer, shall in any way modify or supersede any of the terms of this Invoice or otherwise be binding on Seller unless accepted by a written instrument signed by an authorized representative of Seller.

**RISK OF LOSS** Risk of loss of the goods shall pass from Seller to Buyer either (a) upon delivery of the goods to the carrier, if Buyer picks up the goods at Seller locations or (b) upon delivery of the goods to Buyer, if Seller arranges for delivery of the goods.

**REJECTION AND CLAIMS** No claim for shortage of, or damage to, goods will be considered or allowed by Seller, unless received by Seller within five (5) days of receipt of goods by BUYER.

**ADJUSTMENTS** This Invoice reflects all discounts, adjustments and other deductions applicable to this Buyer's order for the specified goods. Any request for adjustment must be adequately supported. Buyer agrees that this Invoice shall be deemed final and not subject to any further adjustment after two full calendar years have elapsed from the date of this Invoice.

**SETOFFS** No claims for money due or to become due from Buyer as a result of this Invoice shall be subject to deduction or setoff by the Buyer by reason of any claim arising out of any other transaction with Seller.

**QUALITY** Goods subject to the Federal Food, Drug, and Cosmetic Act are guaranteed; as of the date of such shipment or delivery, to be, on such date, (a) not adulterated or misbranded within the meaning of said Federal Act; (b) not an article, which may not, under the provisions of sections 404 and 505 of said Federal Act, be introduced into Interstate commerce; and (c) not adulterated or misbranded within the meaning of laws or ordinances of the state or city to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in said Federal Act; provided, however, that in cases of alleged misbranding, this guaranty shall apply only if such goods bear the label of Seller. If an article is delivered under a label designed or furnished by Buyer, Seller's responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the standard, if any, for the product, the purchase specifications or the statements contained on such label.

**WARRANTY** Seller warrants that the goods listed on the face hereof conform to the description and specification, if any, on the face of this invoice. Seller makes no warranty, either express or implied, as to the fitness or suitability of said goods for any particular purpose particularly as to results obtainable by buyer, or its customer or assigns in the use of the goods. In the event of a claim of breach of warranty under this invoice, seller shall have the option of replacing the goods sold with goods which comply with the seller's standard specifications or of refunding the purchase price. The remedy set forth in this graph shall be the sole and exclusive remedy of the buyer for any and all breaches of warranty, express or implied. Seller in no event shall be liable for indirect, special or consequential damages, including business losses.

**WEIGHT** All goods in packaged form or in sealed containers are sold at weight when packed; no allowance is made in any case for shrinkage due to natural causes.

**FORCE MAJEURE** Seller shall not be liable for damages for any failure of performance hereunder occasioned by an act of God, force of nature, physical casualty, accident, war or warlike activity, insurrection or civil commotion, labor dispute or difficulty, transportation delays, shortage of raw materials or suppliers, governmental action (whether or not with proper authority) or other cause similar or dissimilar to the foregoing that is beyond the reasonable control of Seller. Any suspension of any obligation by reason of this provision shall be limited to the period during which such cause or failure of performance exists and a reasonable time thereafter in light of the circumstances.

**TAXES** Any tax imposed by any present or future law upon the sale or use of the goods covered hereby shall be added as a separate item to the amount charged.

**GOVERNING LAW** This Invoice shall be governed and construed by the substantive federal and state law of the state of Illinois as it applies to contracts made and to be performed wholly within such state.

**NO DIVERSION** Customer agrees to comply with Seller's No-Diversion Policy (which shall be upon request) and shall not resell product to unintended customer, channel or market including a U.S. Territory, U.S. Commonwealth, or foreign country. Customer agrees that it will not purchase Seller's products from any entity other than Mondelez Global LLC, and shall not re-import the product from any U.S. Territory, US Commonwealth or foreign country. Seller may, in its discretion, refuse to defend diverting customers or refuse to indemnify them for any costs of litigation. Customer further agrees to cooperate with Seller to prevent diversion of Seller's products and acknowledges Seller reserves the right to exercise all available remedies to prevent diversion, including the right to audit Customer's records to ensure compliance with this section.