



# Conditions Sales

## ARTICLE 1 - APPLICATION OF TERMS AND CONDITIONS

Ordering implies full and unqualified buy-to-be adherence to these terms and conditions of sale.

No contrary condition may, unless formal and written acceptance of the seller prevail against these terms and conditions.

## ARTICLE 2 - ORDERING

Only orders placed in writing by a customer can be usefully invoked by the customer, subject to payment of the deposit claimed by the seller.

The customer is engaged as soon as an order is issued.

Orders taken by a representative of the seller only hire the company if the company's management is confirmed.

An order can only be validated by management only if the customer who issued. of its previous orders, and had spontaneously complied with the agreed terms, particularly regard to payments.

In any case, shipping the raw material or putting a specific product into production is worth accepting from the seller.

## ARTICLE 3 - PRICE

The products are provided at the current rate at the time of the order.

Prices are subject to increase in the event of a significant change in economic factors between the date of the order and the delivery date.

For professional customers, prices are shown tax-free and duty-free.

All taxes, duties (customs or other) benefits (transportation / unloading...), are in addition to the expense of the purchaser, unless written contrary agreements.

If the rate of applicable taxes, and in particular VAT, changes by the legislator, it will be, by express agreement, automatically passed on to the buyer.

## ARTICLE 4 - TRANSPORT

Goods always travel at the recipient's peril regardless of the mode of transport, whether the shipment is carried out in paid port or not.

The customer's attention is drawn to the need to take any assurances if necessary, and, if necessary, to issue any reservations against the carrier on delivery, with confirmation by registered mail, and this within the legal time frame (3 days in case of national transport / 3 days if transport CMR)

## ARTICLE 5 - DELIVERY - EXECUTION: DEADLINE

Deliveries are only made based on availability, and in order of order, and in accordance with the INCOTERM mentioned on the order confirmation.

Delivery times are indicated under special conditions (offers, quotes, order confirmation), as accurately as possible, but are function future opportunities for the seller to supply, manufacture and transport.

Exceeding indicative deadlines may not result in damages, withholding or compensation, or cancellation of current orders.

- In particular, a case of force majeure is considered to relieve the seller of his obligation to deliver: wars, riots, insurrections, fire, floods and other natural events, strikes and other labour disputes, accidents, the inability to be supplied with goods, equipment or energy, and any other event beyond the seller's will.
- In any event, delivery on time can only take place if the buyer is up to date with his obligations to the seller, regardless of the cause.
- The delivery time only begins when the buyer's file is deemed complete, including:
  - . compliance with agreed payment terms (including possible down payment)
  - . and the delivery by the customer of all technical, commercial, financial and administrative information or documents necessary to execute the order.
- If the goods are made available to the purchaser, who refrains from removing them on the agreed date, the buyer will bear the full additional storage costs, which he expressly accepts.

## ARTICLE 6 - CLAIMS

Claims for damage in transit, missing or loss of goods are to be formulated precisely within the legal deadlines (on delivery to the carrier, with double to the seller).

Complaints about the characteristics, quantity, weight of goods delivered, or their possible non-compliance with the shipping slip, must be addressed, in writing, to the seller's headquarters within 48 hours of delivery, or availability.

Complaints must be made by recommended letter with acknowledgement addressed to the seller's management.

In the absence of a claim within the agreed time frame, and according to the prescribed forms, the customer will be deemed to have accepted the goods without reservation, which will prohibit him from recourse, including in the event of availability.

## ARTICLE 7 - GUARANTEE

The goods sold are guaranteed against any defect ad operating defect, or manufacturing defect, under the legal conditions, and under the following reservations.

The warranty is excluded:

- in case of force majeure,
- If the defective material or design comes from the buyer,

- Whether the product sold has been processed or re-packaged,
- If the problem is the result of poor storage conditions for the product by the customer or poor conditions of implementation by the customer,
- in case of non-compliance with the cold chain.

The seller reminds that the temperature for fresh products must remain above 0 degrees Celsius and below 4 degrees Celsius, and that it should not be above 12 degrees Celsius for frozen products, nor at 18 degrees Celsius for frozen products.

The seller reserves the right to verify the origin of the anomaly alleged by the buyer.

The customer undertakes to make available to the seller or representative or agent, the offending product, for a period of 30 days from the date of receipt of the claim by the seller's management for frozen goods.

If the claim is found to be justified, the seller may, at his sole choice, either replace the product free of charge or grant a proportional discount, which the buyer expressly accepts.

The seller will not be required to compensate the buyer for lost or otherwise, or for accidents to persons, or damage to property separate from the purpose of the contract.

#### ARTICLE 8 - RETURN

A commodity cannot be returned to the seller that if the terms and deadlines for claim have been met, and after written agreement from management.

Return is always at the customer's expense, risk and peril, unless there is a different prior agreement.

In case of return without prior agreement given in writing, the goods will be required to dis-position the customer, to which a storage allowance can be charged, without this resulting in the transfer of risks to the seller.

#### ARTICLE 9 - TERMS OF PAYMENT - PLACE

- The settlement of goods takes place in all circumstances at the seller's headquarters, unless otherwise instructed by his services.
- The balance of the price, or in the absence of a down payment of the entire price, is payable on the date mentioned on our invoices, and no later than 30 days of the date of receipt of the raw material, in the case of frozen or frozen meats, or 20 days after the day of delivery for fresh meats, and this under penalty of criminal sanctions,
- In the case of deferred or forward payment, constitutes a payment within the meaning of this article, not the mere handing over of a trade effect, or a cheque, for example, but the actual cashing of the sum, on the agreed date.
- Minor reservations, mentioned on the receipt slip, or minor disputes about billing, do not authorize the purchaser to withhold any amount, pending full compliance of the delivery or invoice.

#### ARTICLE 10 - LATE OR DEFAULT - PENALTIES

- In the event of a late payment, the seller will be able to suspend all outstanding orders, without prejudice to any other course of action.

- Any late payment may, in the absence of regularisation within 8 days of a notice sent by letter recommended with acknowledgement, result in the application of a late penalty calculated at the interest rate applied by the European Central Bank (ECB) to its most recent re-financing operation, plus seven ( 10 ) percentage points.
- In addition, the need to refer the matter to a law firm for the purpose of initiating an amicable and/or judicial recovery procedure will immediately make a minimum compensation equal to 15% of the outstanding sums due as a criminal clause.

In any event, the full legal and procedural costs will be, in addition, borne by the debtor who commits to the settlement.

- Failing payment, 48 hours after an unsuccessful notice, the sale will be terminated as of right, if at all costs to the seller, who may request the return of the goods, at the buyer's expense, without prejudice to any other damages and interest.

The resolution will affect not only the order in question not paid by the debtor in bonus, but also all previous unpaid orders, whether delivered or not, and whether their payment has expired or not.

- In the event of a commercial payment, the failure to return within the expected time frame of the effect will be considered a refusal of acceptance akin to a default of pay.
- When the payment is staggered, non-payment of a single maturity will result in the immediate due date of the entire debt, without a formal notice.

- Under no circumstances can payments be suspended or compensated without the seller's written and prior consent.

#### ARTICLE 11 - PAYMENT - REQUIREMENT OF GUARANTEES OR REGULATION

Any deterioration in the buyer's credit may justify the requirement of guarantees, or a cash settlement, or by draft payable on sight or approved before the execution of the receipts.

This will be the case if a change in the debtor's financial capacity, his legal situation, his professional activity, has an adverse effect on his credit.

The client undertakes to provide at his own expense any guarantee that may be claimed, within 48 hours, or to settle the sums due immediately. Failing that, the order could be deemed terminated to the buyer's wrongs, with all the consequences that this carries.

The buyer undertakes to provide the seller with any useful information, and any official requests or requests.

Failing that, the buyer undertakes now and irrevocably to pay any fines or penalties that could be imposed on the seller because of this lack or any misrepresentation as to the destination of the products.

#### ARTICLE 13 - PROPERTY RESERVE - RETURNABLE DOWN PAYMENTS - COMPENSATION

All goods remain the property of the seller, wherever they are wind-hole, until the full payment of the price, principal and accessories, the payment is expected to be the actual cashing of the sums due.

Until that date and from the date of delivery, however, the purchaser assumes responsibility for the damage that these goods may suffer, or cause, for any cause, including during transport. It is his responsibility to take all useful positions, and as well as, on behalf of whom it will belong.

The buyer will ensure that the identification of the property is always possible, the merchants and equipment in stock are however presumed to correspond to the unpaid goods, whether or not these items come from the seller's stores.

The buyer expressly recognizes the seller's right to present himself on his premises and to withdraw his unpaid goods, or equivalent goods in value, the ownership of those items being immediately transferred to him, without any particular formality.

In the event of the purchaser's shaping of the property, with or without incorporation of new materials, the changes made will be deemed to be made on behalf of the seller.

In the event of a staggered payment, and in the event of the buyer's non-compliance with one of the payment deadlines, the seller may require by letter recommended with acknowledgement the return of the property, at the buyer's expense and risk, until the buyer fulfills all of its commitments.

The seller may also, if he or she please, terminate the contract by letter recommended with acknowledgement, as the instalments received remain acquired as a criminal clause.

In the case of reciprocal debts and debts between the parties, the purchaser expressly recognizes the right of the seller to make compensation under the terms of Article 1290 of the Civil Code, even in the absence of the public.

#### **ARTICLE 14 - CONTRACT RESOLUTION - PENAL CLAUSE: Preservation of down payments**

In the event of non-compliance with the buyer's commitments, the seller may, if he or she sees fit, resolve the contract, without any other notice than that which could be provided for the forfeiture of the term or the resumption of the goods.

He may also seek the allocation of damages equal to the prejudice suffered.

As a criminal clause, the defaulting buyer will be liable, at a minimum, for a penalty equal to 25% of the total amount of the order, the instalments eventually paid and returnable being reduced by the same amount.

#### **ARTICLE 15 - COMPETENT COURTS IN CASE OF LITIGATION - FRENCH LAW**

In the event of a dispute of any kind or a dispute relating to the formation or execution of an order, even delivered outside France, the LYON COMMERCE TRIBUNAL will be solely competent, even in the case of plurality of defendants or appeal for guarantee, unless the seller prefers to refer any other jurisdiction.

This Commercial Court will enforce French laws and regulations.