

# GENERAL TERMS AND CONDITIONS - EXPORT

01/01/2022

## ARTICLE 1 – Subject matter and scope

**1.1** The purpose of these general terms and conditions of sales for export (the "GTCs") is to establish the conditions under which LA MINOTERIES DU CHATEAU ("The Supplier") supplies products to professional buyers ("The Buyers or the Buyer") located outside Metropolitan France.

They apply without restriction or reservation to all sales contracted by the Supplier with the Buyers, regardless of the terms and conditions that may be contained in the Buyer's documents, and in particular in its general terms and conditions of purchase, unless the Supplier has previously and expressly agreed otherwise.

**1.2** Any derogation from the GTCs must be accepted freely, expressly and in writing by the Supplier.

## ARTICLE 2 – Orders

### 2.1 Formalities

Sales are only complete upon express and written acceptance of the Buyer's order by the Supplier, materialized by an order confirmation or acknowledgement of receipt of the purchase order.

All orders must be placed at least 7 working days before the delivery date requested by the Buyer.

As soon as it is received by the Supplier, the order is irrevocable.

### 2.2 Modification and cancellation

Any cancellation or request for modification of an order placed by a Buyer may only be taken into account by the Supplier if it is made in writing, including by fax or e-mail, and is received by the Supplier no later than 2 days after receipt of the initial order.

In case of order modification by the Buyer, the conditions previously granted may not be renewed without the Supplier's agreement, and the Supplier shall be released from the agreed deadlines for its performance.

### 2.3 Order refusal

The Supplier shall be entitled to refuse any order of an abnormal nature (delivery deadlines, requested quantities, etc.).

If the Buyer places an order with the Supplier without having paid for the previous order(s), the Supplier may refuse to perform the order and to deliver the

products ordered, without the Buyer being able to claim any compensation for any reason whatsoever.

## ARTICLE 3 – Delivery and risks

### 3.1 Deadlines

The products ordered by the Buyer shall be delivered within a time period agreed between the Buyer and the Supplier, subject to the availability of carriers and to the order of arrival of orders.

Unless otherwise agreed upon, delays in delivery shall not give right to damages.

### 3.2 Transportation and risks

The products are delivered according to the ICC2020 incoterm agreed upon between the Buyer and the Supplier. In the absence of such agreement, they shall be delivered Free Carrier (FCA Incoterms® 2020) to the Supplier's premises.

The Buyer is responsible, in the event of damage to the products delivered or missing products, for making all the necessary reservations to the carrier.

Any product that has not been subject to reservations by registered letter with acknowledgement of receipt within 3 days of its delivery by the carrier, a copy of which shall be sent simultaneously to the Supplier, shall be deemed to be accepted.

### 3.3 Reception

Without prejudice to the provisions of Article 3.2, in the event of apparent defects or missing items, any complaint must be made in writing, by registered letter with acknowledgement of receipt, within the three-day period provided for hereinabove.

To this end, the Buyer must examine the products upon receipt, the examination covering quality, quantities, references and conformity of the products to the order.

The Buyer is responsible for providing evidence as to the reality of the defects or missing items identified.

No product may be returned without the Supplier's prior, express and written consent.

The return costs shall only be borne by the Supplier if an apparent defect or missing products are actually noted by the Supplier or its representative.

Only the carrier chosen by the Supplier is authorized to return the affected products.

If, after examination, an apparent defect or missing product is actually noted by the Supplier or its representative, the Buyer can only ask the Supplier to replace the defective products and/or to compensate for the missing products, without the

Buyer being able to claim any compensation whatsoever or to cancel the order.

The receipt without reservation of the products ordered by the Buyer covers any apparent defect and/or missing products.

### 3.4 Suspension of deliveries

Should the Buyer fail to fully pay an invoice that has fallen due, the Supplier reserves the right to suspend all current and/or future deliveries after formal notice has been given and has remained without effect within 48 hours.

The Supplier further reserves the right to suspend any current and/or future deliveries in the event of force majeure as defined in Article 8.

### 3.5 Delivery subject to cash payment

All orders that the Supplier accepts are performed on the understanding that the Buyer provides sufficient financial guarantees and that it will effectively pay the amounts due when due, in accordance with the applicable laws.

Therefore, if the Supplier has serious or particular reasons to fear payment difficulties on the part of the Buyer on the date of the order, or subsequently, or if the Buyer does not present the same guarantees as on the date of acceptance of the order, the Supplier can subject the acceptance of the order or the continuation of its performance to a cash payment or to the provision, by the Buyer, of guarantees in favor of the Supplier.

Should the Buyer refuse cash payment, without providing any sufficient guarantee, the Supplier may refuse to perform the order(s) placed and to deliver the products concerned, and the Buyer may not allege an unjustified refusal to sell, or claim any compensation whatsoever.

## ARTICLE 4 – Liability and warranty

### 4.1 Warranty

The Supplier is responsible for the conformity of the products to the contractual stipulations.

The products are guaranteed against hidden defects for a period of time that cannot exceed their Date of Minimum Durability (DMD), the warranty being limited to the replacement or reimbursement of non-conforming or defective products.

The Buyer agrees not to market or sell the products beyond their DMD.

Failure to comply with these terms prevents any return of product or compensation of any kind and for any reason whatsoever.

To enforce its rights, the Buyer must inform the Supplier of the existence of hidden defects within 72

hours of their discovery, by registered letter with acknowledgement of receipt.

### 4.2 Liability

The Supplier shall not be held liable for the consequences of the use of the products by the Buyer, as the Buyer is in charge of such use.

Product packaging may only be used for said products and may not in any case be used for products other than those of the Supplier.

Non-compliance with this provision shall expose its author to legal proceedings by the Supplier.

### 4.3 Compliance with applicable law and regulations

The Buyer is responsible for the introduction of the products in the country of destination and guarantees the respect of the applicable legislation.

## ARTICLE 5 – Prices

Prices are expressed in euros and are determined on the basis of the price list in force on the day the delivery is placed, and are always net, without discount, excluding taxes, and increased by the legal taxes in force on the day of invoicing.

Any change in VAT will automatically be applied to the price of products and services on the date provided for in the implementing decree.

If the Buyer's local currency differs from the currency in which the prices appear, the Buyer's bank will apply the exchange rate in force at the date of the order.

Nevertheless, it is possible that the Buyer's bank may apply a different exchange rate and/or additional fees for international payments, which is beyond the Supplier's control.

Unless otherwise specified, prices shall be understood to be Free Carrier (FCA Incoterms® 2020) at the Supplier's premises, in bulk with a minimum of one ton, or in 25 kg bags with a minimum of one ton.

For prices expressed by quantity, any order for a smaller quantity will entail a modification of the indicated price.

The Supplier undertakes to notify the Buyer at least 30 days in advance of any price change.

## ARTICLE 6 – Payment

The price is payable in full and in a single payment on the due date indicated on the invoice, i.e. no later than 60 days from the invoice date, or 45 days from the end of the month, in particular in the case of a summary invoice.

For Buyers who do not have an account with the Supplier, the price is payable in cash at the time of the order.

In case of non-payment by the due date, the Buyer shall pay late penalty fees calculated at the ECB Reference Rate + 10 points, which shall be automatically and as of right acquired by the Supplier, without any formality or prior formal notice.

In case of late payment, all sums due will become immediately payable.

In case of non-compliance with these provisions, the Supplier further reserves the right to suspend or cancel the delivery of orders in progress from the Buyer.

Should the Supplier be forced to claim payment of its invoices, a fixed and irreducible compensation of 15% of the overdue debt shall be due by the Buyer as of the due date of the invoice, as a penalty clause.

Lastly, in the event of late payment, a fixed compensation for recovery costs of 40 euros will be due by the Buyer, as of right and without prior notification.

#### **ARTICLE 7 – Retention of title**

**The transfer of ownership of the products is suspended until full payment by the Buyer, in principal and accessory, even if payment delays are granted.**

**Any provision stating otherwise, in particular in the Buyer's general terms and conditions of purchase, shall be deemed void.**

**The Supplier may enforce its rights under this retention of title clause by means of any of its claims, on all of its products in the possession of the Buyer, such products being conventionally presumed to be those that are unpaid, and the Supplier may take them back or claim them as compensation for all of its unpaid invoices, without prejudice to the rights it holds under article 6 of the GTCs.**

#### **ARTICLE 8 – Force majeure**

The parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure.

Force majeure occurs when an event beyond the control of either party, which could not reasonably have been foreseen when the agreement was entered into and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation by that party.

The following in particular are considered to be cases of force majeure or fortuitous events: social conflicts, epidemics, wars, requisitions, fires, floods, accidents, supply difficulties, this list not being exhaustive.

The party facing such an event shall immediately inform the other party of its inability to perform its obligation and shall justify such inability to the other party.

The performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed a period of 30 days.

The suspension of obligations shall under no circumstances be a cause of liability for non-performance of such obligation, nor shall it entail the payment of damages or penalties for delay.

If the event lasts more than 30 days from its occurrence, the contract of sale between the Supplier and the Buyer may be terminated by the most diligent party, without either party being entitled to claim damages.

#### **ARTICLE 9 – Jurisdiction and Governing Law**

The Supplier elects its registered office as address for service.

The GTCs are written in French. In case they are translated into one or more foreign languages, the French version shall prevail.

Any dispute regarding the application of the GTCs, their interpretation, their performance, the contracts of sale formed by the Supplier or the payment of the price shall be brought before the Commercial Court of the Supplier's registered office.

The GTCs and the purchase and sale operations arising from them are governed by French law.

#### **ARTICLE 10 – Waiver**

Should the Supplier not invoke any of the provisions hereof at any given time, this shall not constitute a waiver of its right to invoke the same provisions at a later date.

#### **ARTICLE 11 – Protection of personal data**

Personal data collected from the Buyer are subject to computer processing by the Supplier. They are recorded in its Customer file and are essential to the processing of its order. These information and personal data are also retained for security purposes, in order to comply with legal and regulatory obligations. They shall be retained for as long as is necessary for the performance of orders and of any applicable warranties.

The data controller is the Supplier. Access to personal data will be strictly limited to the employees

of the data controller, authorized to process them due to their functions. The information collected could potentially be communicated to third parties linked to the Supplier by contract for the performance of sub-contracted tasks, without the Buyer's authorization being necessary.

When performing their services, third parties have only limited access to the data and are bound to use it in accordance with the provisions of the applicable data protection legislation. Aside from the cases set forth hereinabove, the Supplier shall not sell, rent, transfer or give third parties access to the data without the prior consent of the Buyer, unless compelled to do so for a legitimate reason.

Should the data be transferred outside the EU, the Buyer will be informed and the appropriate measures taken to ensure the security of the data will be specified to them.

In accordance with the applicable laws and regulations, the Buyer has the right to access, rectify, erase, and to the portability of the data concerning them, as well as the right to object to the processing for legitimate reasons, which it may exercise by contacting the data controller at the following address: [rgpd@moulins-associates.fr](mailto:rgpd@moulins-associates.fr).