

# **GENERAL CONDITIONS OF SALE (OLVEA OMEGA SOLUTIONS)**

## **1) – SCOPE OF APPLICATION**

1.1 The present conditions cancel and supersede the previously applicable conditions and govern the relations between our company (seller) and its clients (buyers). Any other document issued by our company and amongst others catalogues, flyers, adverts are for information purposes only.

1.2 Any order implies the knowledge and acceptance of the general conditions of sale hereinafter set out which supersede any other general conditions including the buyer's general conditions or any other entity's general conditions in relation with the buyer unless formally and expressly agreed by us.

1.3 The fact that our company does not prevail itself at one specific moment of any of the clauses of the present conditions shall not be interpreted as a waiver of any such clause for the future. Should a clause of the present conditions be declared null and void, it shall not affect the validity of the conditions as a whole.

## **2) - ORDERS**

2.1 The buyer undertakes to do its utmost to be available for the seller in order to enable the seller to make its offer in the best conditions. The buyer undertakes amongst other things to forward to the seller as needs be and before the establishment of the offer and within a delay enabling it to comply with its obligations pursuant to its undertakings, complete specifications including amongst other things the needs in terms of production, sanitary and safety constraints, possible tolerances. The buyer shall modify any data that it deems non compliant with its operating before the order, in order to enable the seller to revise its offer in consequence.

2.2 Our offers only become firm and definite after we have confirmed the orders. The minimum order required to be taken into consideration is 250.00 € VAT not included. Our company reserves the right, as an independent company to sub-contract all or part of the order.

No full or partial cancellation or quantitative or qualitative modification of the order confirmation shall be accepted. They can, if they are expressly agreed to by the other party, give rise to price modifications and new delivery deadlines.

## **3) - DELIVERIES**

3.1 The deliveries are made according to the 2020 Incoterm mentioned on the order confirmation. Failing such indication, deliveries are made according to the EXW 2020 incoterm (SAINT LEONARD). No insurance exceeding the usual insurance taken out by our carriers shall be subscribed without the buyer's express request : in such a case, it shall be taken out in view of the elements forwarded by the buyer and at its expense.

3.2 In any case, it is the client's responsibility in case of damage, loss or delay, to make clear and detailed reserves on the carrier's reception document, and to notify to the carrier by registered post with acknowledgment of receipt, with a copy for us, its motivated claim within three days, bank holidays not included, following the receipt of the goods. To this effect, the number and the state of the goods shall be checked by the client or its representative. The buyer shall deem the quantities delivered correct if they correspond to the ordered quantities with a tolerance of more or less 5 %.

3.3 Any reserve or contestation regarding the compliance of the goods shall be made in writing by the client within a maximum delay of twenty days following the reception of the goods. The client shall furnish all justification to substantiate the alleged defects or faults. The client shall allow our company to ascertain these defects or faults.

3.4 The delivery deadlines mentioned on the order confirmations are given for reference purposes only in view of the technical execution possibilities and amongst others of the supplies availability and the client's requests unless an express undertaking on dates has been agreed between our company and the client. Failing such an undertaking, the delivery delays shall not give rise to damages, retention or cancellation of orders in progress and/or to the refusal

of all or part of the goods delivered. Our company is authorised to deliver globally or partially. However, our company undertakes to inform the client of any delay. More generally, our client undertakes to inform the client as soon as possible of the foreseeable or encountered difficulties in the execution of its obligations.

## **4) – PRICE AND PAYMENT MODALITIES**

4.1 Our invoices are issued, upon delivery, pursuant to the prices and currencies in force in our company on the order confirmation date. Applicable taxes are those in effect on the date of billing. In any event, in case of an increase in the costs of raw materials, wrapping materials, transport, ingredient, additives, impositions, taxes and/or contributions (if they are the responsibility of the seller), the parties agree to come together to renegotiate the price of the products.

4.2 Our invoices are payable at our head office and draft or payment facilities allow no derogation to this clause. The invoices are paid in the conditions set out in the order confirmation. Failing such conditions, the invoices are payable in cash as from the issuance of the invoice. The payment is deemed made upon cashing of the amounts by our company. There is no discount for early payment. We reserve the right to request an advance payment before delivery. Advance payments do not produce interest.

4.3 Late payments give rise, by right and after prior notice by registered letter, to a late payment penalty equal to the ECB's most recent refinancing rate plus 10 points (the rate to take into consideration is the rate in force on January 1st, for each invoice issued during the first semester and the rate applicable at July 1st, for each invoice issued during the second semester.)

It is expressly agreed that, unless a delay has been requested in due time and agreed to by our company, late payment of our goods shall on top of the late payment interest mentioned above :

- render immediately payable all the outstanding amounts due to us whatever the means of payment agreed (draft accepted or not) ;

- render payable a 40 € fixed recovery indemnity after notice by registered post remained unremedied. Furthermore, in case of litigation to recover the amounts, the legal costs and recovery costs are at the buyer's expense.

The invoicing of these amounts shall not be considered as a waiver of the retention of title clause hereunder and shall not prevent us from acting in termination of the sale by right and without judiciary formalities, eight days after an unremedied notice to pay by registered post with acknowledgment of receipt.

In case of late payment or failure to pay a previous invoice, we reserve the right at any time to cancel the agreements or orders in progress, to request or take additional guarantees or to modify the payment conditions for the execution of the agreement.

## **5) – RETENTION OF TITLE**

**The goods sold by our company remain its property until full payment of the price in principal, costs and expenses, interest and accessories by the client.** In any case, the goods in stock with the client are presumed to be the unpaid goods. In case of resale of the goods by the client either as such or after transformation, the client undertakes to transfer the price paid by its own clients to the seller up to the balance of the price of the unpaid goods. In case of non-payment, our company, without forfeiting any of its rights, can demand the restitution of the goods by registered post with acknowledgment of receipt at the client's expense and risk. The client shall also bear the legal and judiciary costs, as the case may be.

The client shall oppose third party allegations on the goods sold, and amongst others by seizure, by any means of right and shall immediately inform our company by any means in order to enable it to safeguard its interests.

The provisions of the present clause do not prevent the transfer of risks to the buyer for the damages caused or sustained by the goods

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as from their effective handing over. The buyer shall take out insurance against these risks.

#### **6) - CLAIMS – GUARANTEES**

6.1 Our company guarantees that its goods comply with French regulations in force on the date of delivery and that they have the characteristics indicated on the wrapping or packaging. In this respect, the goods are sold with the usual production tolerances, the differences can in no way justify a delivery refusal or a price reduction.

6.2 Our company cannot be held responsible for the choice of the goods made by the client amongst others as regards its characteristics in relation with the needs defined by the final client. The goods are produced and sold by our company for the use, destination, technical characteristics and normal disposal of the goods. Any different and/or non-compliant and/or anomalous use and that have not received its prior written agreement totally releases us from any direct or indirect liability. Our company specifically declines any liability for bodily injuries or damages caused to goods that might result from incorrect use of the goods, deteriorations or accidents arising out of negligence, lack of supervision or maintenance, or from improper, inappropriate and/or altered use in terms of storage, conservation or use of the goods sold by our company.

In this respect, the use of the goods as such or in combination with other services, products or goods shall be made at the client's risk. The client undertakes to store and use the goods pursuant to the regulations in force and to respect all its legal obligations towards its own clients, amongst others in terms of consumer rights and specific regulations in terms of resale of the goods.

6.3 In case of defect or fault duly recognized by our company, our obligation shall be limited to the replacement of the faulty quantities with similar goods. No return shall be accepted for any reason whatsoever without the prior written agreement of our company.

6.4 Should our company be held liable following a fault on its part, the remedy only applies to the direct, personal and definite damages that the client has incurred with the express exclusion of the reparation of any indirect and intangible damages and/or prejudices such as financial damages, infringement of personality rights... The amount of damages our company may be required to pay is limited to the price of sale of the goods in question.

6.5 In case of an event of force majeure, fortuitous case or external cause, due amongst others to fires, floods, total or partial strikes, closure of an entity, restrictions on movements, voluntary damages, stealing, change in the regulations, impossibility to be supplied with raw materials, amongst others because of insufficient harvest or underfishing, energy supply shortages, malfunction or interruption of the electric or telecommunications network..., the party concerned shall be freed by right and without indemnity from its delivery obligation as from the date of such event. It undertakes to inform the other party as soon as possible and to do all that is

possible to resume its obligations. Each part can terminate the sales in question by registered post with acknowledgment of receipt if the force majeure event lasts more than 30 days.

#### **7) - INTELLECTUAL PROPERTY - CONFIDENTIALITY**

No client of our company can state or use our brands or logos or any other intellectual property right belonging to our company, or similar to these rights, without the express, written and prior authorisation of our company and solely to promote the resale of the goods marketed by the company in normal conditions given its activity. Our company reserves the right to oppose, put an end to or request damages for any use it might consider disloyal, constituting an act of commercial interference or contrary to its image or the rights it has granted.

All the secrets or manufacturing or business processes, as well as all specifications, financial, commercial or technical information, know-how, reports or other information of any nature relating directly or indirectly to the parties businesses and communicated by one party to the other for the negotiation and execution of the present agreement or which it has knowledge of on this occasion shall both during their contractual relations and after their termination be held strictly confidential by each party who shall refrain, amongst other things, from disclosing them in any way or for whatever reason and from using them for any other purpose than those provided by the present agreement. The parties undertake to take all the necessary measures to ensure compliance with these obligations by all servants, employees or agents and partners.

#### **8) - NON SOLLICITATION CLAUSE**

Without the prior express agreement of our company, the client shall expressly refrain from soliciting in view of employing or from employing directly or indirectly any employee of our company or of a company of the Olvea Group. The present prohibition is valid for 12 months as from the last commercial operation between the parties. Non compliance with this clause exposes the defaulting party to pay our company, as a penalty clause, a fixed indemnity equal to the gross wages effectively paid during the 12 months preceding the departure of the employed person.

#### **9) – GOVERNING LAW – LIMITATION - JURISDICTION**

9.1 The present conditions are governed by French law.

9.2 The parties agree that all the actions brought under the present conditions are time barred after one year pursuant to article 2254 of the French Civil Code.

9.3 **Any dispute or claim arising out of the execution, interpretation or order termination pursuant to the present general terms and conditions of sale shall be brought before the HAVRE Trade Court**, whatever the agreed specific conditions and payment modalities, even in case of third party guarantee claims, incidental claims or multiple proceedings.