

## **GENERAL TERMS AND CONDITIONS OF SALE OF CALDIC INGREDIENTS FRANCE S.A.S.**

*effective from 15 July 2024*

### **Article 1 - Application and enforceability**

These General Terms and Conditions of Sale govern all dealings between Caldic Ingredients France and the Buyer. All sales and services sold by Caldic Ingredients France are governed by these General Terms and Conditions, which override all Terms and Conditions of Purchase, except for a formal and express waiver by us.

When placing an order, the Buyer is deemed to have read these General Terms and Conditions of Sale and the prices in force on the date of the order, which entails the Buyer's automatic and unreserved acceptance of them and the waiver of its own terms and conditions and any provision to the contrary in its documents of any kind whatsoever. The unreserved acceptance, without exception of these General Terms and Conditions of Sale constitutes an essential and determining cause for the acceptance and fulfilment of the Buyer's orders by Caldic Ingredients France.

The French language shall apply to all dealings between Caldic Ingredients France and the Buyer. Because Caldic Ingredients France reserves the right to modify its General Terms and Conditions of Sale at any time, the Buyer is exclusively responsible for checking that it has the current version.

### **Article 2 - Standards**

The goods sold by Caldic Ingredients France satisfy the standards in force in France. All documents such as catalogues, printed materials, etc. issued by Caldic Ingredients France only have a commercial and indicative value. The Buyer acknowledges that it has, as a professional, been informed of the legal and technical constraints concerning the receipt, storage, implementation or use of the goods ordered. These constraints come within the scope of its activity, know-how and liability. It must in particular refer to the legislation in force concerning health, safety and environmental protection, data protection, anti-trust, anti-corruption and/or sanctions/exports controls.

### **Article 3 - Orders and contract formation**

Each order from the Buyer, which is duly accepted by Caldic Ingredients France under the conditions below, constitutes an independent sales contract. Orders sent by the Buyer to Caldic Ingredients France shall only become final once Caldic Ingredients France has expressly accepted the Buyer's purchase order which is evidenced by Caldic Ingredients France sending the Buyer an acknowledgement of receipt expressly or tacitly referring to the quantities of products, their specificities (reference; standard, brand), prices, payment terms, place and date of delivery or collection. The said acceptance constitutes the special terms and conditions of the sale, entailing the full and complete acceptance of these GTCS by the Buyer.

Any order which is cancelled or partially or totally modified without our prior express consent shall be invoiced for its total value as damages. Any order for products requiring special procurement or manufacture cannot be cancelled or modified under any circumstances.

The acceptance of an order may be conditional on a minimum number of products, the advance payment of all or part of the order or the provision of guarantees.

Caldic Ingredients France reserves the right to refuse any order that is abnormal or which is disproportionate to the needs or financial capacity of the Buyer.

Caldic Ingredients France also reserves the right to suspend or even cancel an order if the customer is insolvent or affected by payment incidents unresolved by the Buyer.

#### **Article 4 - Price**

Prices are stipulated in euros and are exclusive of VAT, their amounts being specified in the special conditions. The Buyer shall be liable for any new or modification to taxes, duties, transport, etc. between the date of our sales and the date of delivery, even for business on which the duty and VAT have been paid, or which is delivered carriage paid. For sales of goods that we purchase via Caldic Ingredients France in foreign currencies, any change in the exchange rate between the conclusion of the sale and the delivery date shall be passed onto the initial price in euros initially agreed. Prices are revised on 1st January of each year according to changes in social and economic data. No discount is given for early payment. Timed delivery requests will be subject to an additional charge. Caldic reserves the right to pass on any extra transport costs incurred (demurrage, waiting etc.).

#### **Article 5 - Payment terms**

5.1 Unless otherwise stipulated in the contract, Caldic Ingredients France issues invoices when the goods are shipped, regardless of the payment method, and the method and place of delivery. If any dispute or difficulty arises regarding some of the products which are the subject to an invoice, which is acknowledged by Caldic Ingredients France, this does not entitle the Buyer to block the full price of this invoice or other invoices.

5.2 Caldic Ingredients France may suspend all orders and deliveries in progress, without prejudice or compensation in the event of late payment. Any amount which is not paid by the due date shown on the invoice shall automatically result in, without any formal notice being necessary, the immediate payment of late-payment penalties, based on three times the legal interest rate in force, and the immediate payment of the statutory fixed fee of €40 for collection costs (Article L.441-10 of the French Commercial Code).

Caldic Ingredients France also reserves the right, where applicable, to consider the sale cancelled: on failure to pay on the due date and failure to return acceptance, for payment by bill of exchange, within the deadlines immediately making all invoices issued or to be issued payable without formal notice.

If, the Buyer has breached one of its obligations (default or late payment) during a previous order, it can be refused the sale, unless the Buyer provides sufficient guarantees or payment in cash before delivery.

When the Buyer's credit appears insufficient to Caldic Ingredients France or if it deteriorates, as in the case of insolvency or similar proceedings, Caldic Ingredients France reserves the right, even after partial delivery, to demand any guarantee that Caldic Ingredients France considers appropriate from the Buyer. Caldic Ingredients France reserves the right to demand payment in cash or an advance payment, failing which it reserves the right to cancel all or part of the orders, keeping the sums paid to it as damages, and notwithstanding its right to claim damages for its entire loss.

#### **Article 6 - Delivery**

6.1 Our goods, even those delivered carriage paid, or by us, are always transported at the consignee's risk. Only the weight which is acknowledged at the start is valid. We reserve the right to deliver the quantities ordered with a tolerance of plus or minus 5% on the planned tonnage. Any weight differences which are recorded on arrival cannot be claimed against us in any circumstances. Since our items are natural products, samples can only be considered to be indicative and not in absolute conformity.

The Buyer is responsible for examining the condition and quantities of delivered products and for recording any reserves on the delivery slip in accordance with Article 8 below. Delivery is

automatically considered to have been in perfect condition and in conforming quantity in the absence of written and justified reserves. No claim will therefore be accepted.

- 6.2 We undertake to comply with the shipping deadlines given when we accept orders. However, because our delivery deadlines depend on transport times, they are given for information only and without guarantee.

No claims for an indemnity can be made for any delays, and the buyer expressly waiving the right to invoke the provisions of Article 1611 of the French Civil Code. Similarly, the Buyer may not cancel the sale.

#### **Article 7 - Receipt / complaint / product returns**

All goods delivered must undergo a quality and compliance check, prior to any processing or use, within a maximum of **48 hours from the receipt of the goods** by the customer or any representative appointed by it.

No claim shall be accepted and processed if the customer fails to formulate a precise, reasoned, legible and comprehensible written reserve/complaint within this 48-hour period on the delivery note and the way bill, and provide any documentary evidence, photos, etc., and Caldic Ingredients France cannot be held liable for any reason whatsoever, and the seller shall be released from all liability for the goods supplied, which are deemed to be compliant.

Once the Buyer has submitted its claim on product quality or compliance within a maximum of 48 hours, and provided Caldic Ingredients France's liability is established, Caldic Ingredients France undertakes to replace or refund the products which are considered to be non-compliant to the exclusion of any other indemnity and/or damages.

Caldic Ingredients France cannot be held liable for a defect in quality or compliance if the customer refuses to replace or refund said goods.

Products may only be returned if they are in a good condition of preservation and packaging and without any modification or addition to the labelling of Caldic Ingredients France. In any event, products may not be returned without the prior agreement of Caldic Ingredients France and the Buyer shall always pay the return costs. Caldic Ingredients France reserves the right to refuse a product return if these conditions are not met.

#### **Article 8 - Packaging**

*Sale of one-way packaging (non-returnable)*

This packaging shall become the property of the Buyer. The packaging shall be used by the Buyer under its sole liability ; the Buyer waives the right to seek the liability of Caldic Ingredients France for any reason or reason whatsoever due to the use of said packaging.

#### **Article 9 - Retention of title / Transfer of risks**

- 9.1 THE DELIVERED GOODS SHALL REMAIN CALDIC INGREDIENTS FRANCE'S PROPERTY WITHOUT EXCEPTION OR RESERVE UNTIL THE EFFECTIVE, FINAL AND FULL PAYMENT OF THE PRICE IN PRINCIPAL, INCIDENTAL INTEREST AND LATENESS PENALTIES (ARTICLES 2367 AND 2372 OF THE FRENCH CIVIL CODE). PARTIAL PAYMENTS WILL BE DEDUCTED FROM THE OLDEST SALES. WE CAN TAKE BACK THE GOODS AND THE SALE SHALL BE AUTOMATICALLY TERMINATED IF THE PRICE IS NOT PAID BY THE AGREED DUE DATE.

- 9.2 THE LIABILITY FOR THE GOODS AND THEIR STORAGE IS TRANSFERRED TO THE BUYER UPON DELIVERY. THE BUYER IS BOUND BY AN OBLIGATION OF RESULT CONCERNING THE PRESERVATION OF THE GOODS. THE BUYER MUST THEREFORE INSURE THE GOODS ON DELIVERY AGAINST ALL RISKS WITH A SOLVENT INSURANCE COMPANY AND STAT IN THE

INSURANCE POLICY THAT CALDIC INGREDIENTS FRANCE WILL BE SUBROGATED TO ALL ITS RIGHTS VIS-À-VIS THIS INSURANCE COMPANY IN THE EVENT OF A CLAIM. CALDIC INGREDIENTS FRANCE RESERVES THE RIGHT TO DEMAND THAT THE BUYER PROVES THAT THIS INSURANCE HAS BEEN TAKEN OUT, UNDER THE PENALTY OF THE IMMEDIATE TERMINATION OF THE SALE, WITH THE SUMS ALREADY PAID REMAINING ACQUIRED, AS DAMAGES, WHERE APPROPRIATE. THE BUYER SHALL ENSURE THAT THE DELIVERED PRODUCTS CAN BE IDENTIFIED AT ALL TIMES. IF ANY SUM IS NOT PAID ON THE DUE DATE, OR THE BUYER FAILS TO PERFORM ANY ONE OF ITS COMMITMENTS, THE CONTRACT OF SALE SHALL BE TERMINATED, AS OF RIGHT, AT CALDIC INGREDIENTS FRANCE'S DISCRETION, EIGHT DAYS AFTER AN ORDINARY FORMAL NOTICE BY RECORDED DELIVERY LETTER HAS REMAINED WITHOUT EFFECT AND CALDIC INGREDIENTS FRANCE MAY TAKE BACK THE GOODS WITHOUT FURTHER FORMALITIES.

#### **Article 10 - Warranties and liability**

- 10.1 Caldic Ingredients France is not liable for any defects, non-conformities, deterioration or anomalies that were detectable or apparent after an examination of the product sold and which the Buyer did not report under the conditions stipulated in Article 7 above.
- Caldic Ingredients France shall not be held liable for any non-conformity of the delivered products if the products and complaints are not checked within the deadlines stipulated in Article 7 above .
- Furthermore, the Buyer may not contest the conformity of the Products by invoking a defect that it knew of or could not ignore when it entered into the contract.
- Caldic Ingredients France is not liable for any defects, damage or anomalies whatsoever resulting from a case of force majeure or a fault by the customer and in particular abnormal handling, storage or abnormal storage defect, abnormal use, use or intervention that does not comply with the instructions , technical manual, standards in force, rules of the profession and care and attention.
- In any event, the conforming delivery warranty is only owed within the strict statutory framework and is restricted to the replacement of the defective goods or, as Caldic Ingredients France chooses, to the refund of the price paid to the exclusion of any damages.
- 10.2 Caldic Ingredients France provides a warranty for the hidden defects that may appear during use and which the Buyer could not have known of on the delivery date , providing (1) the product is rendered unfit for its intended use or that this use is reduced so much that the Buyer would not have acquired it or would have paid a lower price if it had known about them and (2) the Buyer is not in the same field of speciality as Caldic Ingredients France.
- Indeed, unless otherwise expressly agreed, Caldic Ingredients France is not obliged to grant a warranty for any hidden defect affecting the product sold when the Buyer is a professional in the same field of speciality as Caldic Ingredients France.
- Hidden defects must be reported immediately by the Buyer and in any event no later than two years from the discovery of the defect.
- In any event, the Buyer must provide proof of the existence of the hidden defect on the day of delivery.
- Caldic Ingredients France's liability within this strict statutory framework is limited to the replacement of the defective goods or the refund of the price paid.
- 10.3 The Buyer cannot invoke liability for the defectiveness of Caldic Ingredients France's products for loss caused to goods which are not primarily used for its private use or consumption.

- 10.4 If it is impossible to provide the goods for which the order has been explicitly accepted by us, and except in the event of force majeure, Caldic Ingredients France may offer the Buyer a replacement or replacement product.
- 10.5 Caldic Ingredients France does not warrant the Buyer against forfeiture due to third parties.
- 10.6 In any event, regardless of the grounds for the claim, the burden of proving the non-conformity, defect, anomaly or defect affecting the products is on the Buyer and does not give rise to any presumption.
- If Caldic Ingredients France's liability is established and cannot be excluded or limited, notably to the replacement or refund of the product, in accordance with articles 10.1 to 10.5 above, Caldic Ingredients France and the Buyer expressly agree that:
- (1) Only direct, personal and certain loss is indemnifiable, to the exclusion of any consequential loss, such as operating loss, loss of profit or any commercial loss and any lost profit in general;
- (2) The Buyer's indemnity shall be strictly limited to the amount, excluding VAT, of the turnover realized with the Buyer and encashed by Caldic Ingredients France during its last closed financial year prior to the occurrence of the loss or, if the commercial relationship between Caldic Ingredients France and the Buyer has a shorter duration, the value of the price, excluding VAT, of the product affected by any non-conformity, defect, defect or anomaly whatsoever.
- 10.7 Caldic Ingredients France can only be held liable after a period of (TEN) 10 working days following a formal demand to deliver sent to Caldic Ingredients France by recorded letter with acknowledgement of receipt.
- 10.8 In case of any recalls, Caldic is waived from all liability. All liability and/or claims are referred to the manufacturer.

#### **Article 11 - Force majeure and unforeseeable circumstances**

Caldic Ingredients France shall not be held liable for breach of any of its obligations if this is caused by a case of force majeure, as defined in accordance with the criteria laid down by the French Supreme Court, or any other circumstances that cannot be overcome by Caldic Ingredients France at reasonable costs, even if these circumstances do not comply with the said criteria of a case of force majeure, and in particular in the following cases: labour disputes, labour shortage, supply difficulties, technical or performance failures, war, public disturbances, any decision, decree or regulation of public authorities or court order, strikes, natural disasters, fire, flood, earthquake, explosion or terrorist attack. The list is not exhaustive and any event or circumstance outside the control of Caldic Ingredients France, even foreseeable, and which makes the performance of its obligations impossible or excessively onerous is also a cause for exemption or suspension of performance. The performance of the contract is suspended until the said event ceases to have effect, or until Caldic Ingredients France is able to perform its obligations under reasonable conditions. This suspension is for a maximum of 2 months. At the end of this period, Caldic Ingredients France or the Buyer may cancel the order purely and simply. Cancellation of the order or delay in delivery shall not give rise to an indemnity and shall not affect external deliveries.

#### **Article 12 - Personal data**

Caldic collects and processes the personal and corporate data that it receives from the Buyer in order to perform the contract or order and to manage customers, purchases and sales.

The legal grounds are the performance of the contract, compliance with legal and regulatory obligations and/or the fulfilment of its legitimate interests.

Personal data will only be transmitted to third parties to the extent necessary for the aforementioned purposes.

**Article 13 - Competent court / applicable law**

Caldic Ingredients France sales are only subject to French law to the exclusion of any other legal system and any international convention or agreement.

ANY DISPUTES RELATING TO THESE GTCS OR TO THE CONCLUSION, VALIDITY, INTERPRETATION OR PERFORMANCE OF AN ORDER SHALL BE SUBMITTED TO THE MARSEILLES COMMERCIAL COURT TO WHICH THE PARTIES EXPRESSLY GRANT EXCLUSIVE JURISDICTION.