

1 - APPLICATION AND ENFORCEABILITY

Any order for products placed with our company by our clients for their professional activity, implies the acceptance and application of the general terms and conditions in force on the day of the order, which take precedence over any conditions issued by the client and any other documents not expressly accepted by our company.

We reserve the right to amend these terms and conditions at any time, subject to reasonable notice of the impact of the change on the client. Any new version of our terms and conditions will supersede the previous one without the need for an amendment.

In the case of central referencing, these general terms and conditions are applicable to the members or affiliates of the central entity in charge of the negotiation with our company, which undertakes to ensure compliance therewith and to guarantee the payment of our invoices by its members or affiliates.

2 – OUR PRODUCTS

2.1 We reserve the right to make any changes to our products and to suspend or discontinue any reference to our products without the client being able to claim any compensation.

2.2 The photographs of the products in our catalogues and on our website are as faithful as possible, but the similarity with reality cannot be perfect. These photographs are therefore not contractual.

2.3 The client is solely responsible, in his capacity as a professional, for the suitability of the products he orders for the use he intends to make of them, without recourse against our company, which is not bound by any obligation of advice or result.

3 – ORDERS

3.1 Orders can be placed by telephone or email with our client service, or via a messaging application at the number or address dedicated to placing an order or any other method expressly approved by us.

3.2 Orders are binding and irrevocable for the client as soon as they are placed. They are binding on our company as soon as they are confirmed or, failing that, sent out. In the event of unavailability of products, we reserve the right to offer alternative products, and to automatically replace them in the event of prior agreement with the client.

3.3 Any order placed by our clients must include the desired delivery or collection date, the unit of order, as well as the reference and name of the products. An order must have only one location and one delivery date.

In the event of unavailability of products, we may proceed with partial deliveries. An invoice will then be issued for each delivery. We may also cancel the order for the remaining orders and invite the client to place a new order. The unavailability of a product cannot give rise to the right to compensation.

3.4 The acceptance of an order may be subject to the provision of guarantees by the client. For account clients, we reserve the right to set a maximum outstanding amount or to require cash payment on delivery or order.

4 - PRICE

4.1 The applicable prices are those in force on the day of the order or shipment, whichever is later. For products subject to a specific price list (mercurial), each new mercurial communicated automatically replaces the previous one. For fresh fish, our prices are generally set at the rate of the day and are communicated during the exchange with the client for the placing of the order.

The prices agreed for a fixed period may be changed by our company in the event of force majeure or substantial changes in the costs borne by our company or our suppliers, or in the event of an exceptional increase in the price or cost of raw materials, packaging, transport costs or energy.

4.2 Our prices are exclusive of taxes and departures from our warehouses unless otherwise specifically agreed.

4.3 We have not identified any relevant indicators for the determination of the prices of our products, nor any sales contracts concluded pursuant to Article L 631-24 of the French Rural and Fisheries Code relating to the agricultural raw materials used in the composition of our food products.

4.4 In accordance with the provisions of Article L 441-8 of the French Commercial Code, in the event that the production prices of our food products are significantly affected by fluctuations in the prices of agricultural and food raw materials and agricultural and food products, energy, transport and materials used in the composition of packaging, a renegotiation of the price of products will take place to take account of these fluctuations, both upwards and downwards. The renegotiation will take place in the event of a variation, since the entry into force of our last tariff, of any of the items of our production costs listed below:

- More than 10% of the cost of energy;
- More than 8% of the cost of transport;
- More than 5% of the cost of materials used in the packaging of our products;

- More than 5% of the price of agricultural and food raw materials or food and agricultural products.

This variation will be assessed separately for each product.

The renegotiation will be conducted in good faith, in compliance with industrial and commercial secrecy and business secrecy, within a maximum period of fifteen days from the notification of the request for renegotiation.

This renegotiation will aim at an equitable distribution among the Parties of the increase or decrease in production costs resulting from these fluctuations. In particular, it will take into account the impact of these fluctuations on all actors in the supply chain.

The renegotiation of the price shall take place at the initiative of either Party. All evidence justifying the request shall be communicated to the other Party by the Party implementing this Article. A report of the negotiations will be drawn up.

4.5 In the event that we sign contracts with our clients for more than one calendar year, our prices applicable beyond the first calendar year will be renegotiated by mutual agreement and the agreed price for the first year will not apply by default.

4.6 We do not accept any derogation from the application of the provisions of Article 1195 of the French Civil Code.

4.7 In accordance with the provisions of Article L 441-1-1 of the French Commercial Code, as our company acts as a wholesaler, we are not required to indicate the percentage of agricultural raw material used in the composition of our products.

5 – PAYMENT

5.1 Unless expressly stipulated otherwise for clients on account with our company, our invoices are payable within 30 days from the end of the ten-day period in which the invoice is issued, this period being possibly reduced in the event of a shorter legal period applicable.

5.2 In the event of payment by bank transfer or bill of exchange, the client must ensure that the bank details of the account to which he makes the transfer are those of our company and that they have been sent to him by a person from our company. Any transfer to a third party account will not release the client from our company. In particular, we call on our clients to be extremely vigilant in the event of information about changes to our bank details originating from compromised or hacked email account. In this case, it is up to the client to contact his usual contact person to verify the reality of this information under his sole responsibility.

5.3 The price is payable in full prior to shipment or collection for any first order (including for the first orders after two years without an order), in the event of a previous payment incident or in the event of a risk of insolvency of the client. For any order of an exceptional amount (amount significantly exceeding the average amount of the client's orders or significant in relation to the client's financial situation) we reserve the right to request guarantees and/or the payment of a deposit.

5.4 The mere delivery of a document creating an obligation to pay (draft or other) does not constitute payment within the meaning of these terms and conditions, only the registration in our company's account constitutes payment.

5.5 No dispute of our invoices can be accepted beyond the period of 30 days following their issue.

5.6 No discount shall be granted for payment in full by the due date or for early payment.

5.7 Any late payment will result, without the need for a reminder, in the application of late payment penalties, calculated per day of delay, on the basis of the refinancing rate of the European Central Bank increased by 10 percentage points, as well as a fixed recovery indemnity of EUR 40 per invoice, without prejudice to late payment interest and other recovery costs incurred by our company which will be invoiced to the client upon presentation of supporting documents.

5.8 Partial payments shall be deemed to be charged in priority to late payment penalties, interest and oldest debts.

5.9 In the event of non-payment, even partial, of any amount due, the sale may be terminated by operation of law upon simple notification to the client by our company. The client must then return the products to us or to any person designated by us, at his own cost and risk. We will keep any advance payments made as a minimum lump sum advance on damages, without prejudice to additional compensation. **We are also authorised to offset any amount owed by our company to our clients, their head office or the other members of their network, in particular in respect of referencing services or deferred benefits, against those due to us by one or other of them.**

5.10 In accordance with the provisions of Article 1344 of the French Civil Code, formal notice shall automatically result from the mere expiration of the payment due date, causing late payment interest to accrue.

5.11 In the event that the client becomes subject of the opening of safeguard, judicial reorganisation or liquidation proceedings, the invoices not yet paid by

the client shall become immediately due and payable and their amount may be immediately offset against any sums due by our company to the client.

5.12 No payment of our invoices by way of set-off is permitted without our express consent.

6 - DELIVERY

6.1 The delivery of our products is made to the address mentioned on the order form or specified at the time of the order, at the client's risk, in accordance with the EX WORKS Incoterm (2020 version) leaving our warehouses, even if the shipping costs are offered to the client.

If the client opts for the collection of the products, they must be collected on the agreed date. Storage and handling fees will be charged for late pick-up.

6.2 The delivery or delivery times communicated are expressed in French working days and are indicative. Failure to comply with them cannot give rise to compensation for the client, the refusal of the products or the cancellation of orders. No payment delays are accepted, even in the event of late or partial delivery of our products.

6.3 We do not deliver on Sundays and public holidays.

7 – TOLERANCE / COMPLAINTS / RETURNS

7.1 The weights of our products may vary within the limits of the tolerances defined by the French decree 78-166 without compensation.

7.2 The products must be checked upon receipt in the presence of the driver and be subject to reservations on the delivery note or on the digitization tool presented (pad), regardless of the method of delivery of the products and the person who receives them on behalf of the client. Failure by the client to sign the delivery note or digitization tool presented will be considered as an unreserved acceptance by the client.

7.3 Damage or defects (other than those related to temperature) that cannot reasonably be detected at the time of delivery must, in order to be taken into account by our company, be the subject of a written complaint by e-mail within a maximum period of **1 working day** from delivery.

7.4 The client must provide any proof of the reality of the defects or damage reported and allow us all the facilities to proceed with their ascertainment.

7.5 It is also the responsibility of the client to exercise its recourse against the carrier (in accordance with articles L.133-3 et seq. of the French Commercial Code if applicable). **In the absence of reservations or claims formulated in compliance with the legal requirements and the aforementioned provisions, no claim can be accepted.**

7.6 Returns of products must be subject to prior written consent from us and will be made at the client's expense unless expressly agreed otherwise by us. No refunds will be made for products returned damaged or for those returned after the return period indicated by our company. Our company will be able to destroy these products or dispose of them freely.

7.7 In the event of an abusive, unjustified or non-compliant return, we reserve the right to claim a lump sum compensation from the client corresponding to the price of the unduly returned products and the management costs incurred by us as a result. Our company may destroy or freely dispose of products that have been wrongfully returned.

7.8 Any complaint against our company, for any reason whatsoever, including concerning the provision of services invoiced by central entity in charge of the negotiation with our company, discounts or the sale of our products, must be submitted no later than **6 months** from the date of the sale, the event giving rise to the claim or the relevant invoicing. Any action against our company after this period will be considered time-barred.

8 - WARRANTY / LIABILITY

8.1 Our products are guaranteed to comply with French regulations. **Except expressly stated by our company, we exclude any liability for the further use, sale or resale of the products abroad.**

8.2 Our liability is excluded for any defects or non-performance not resulting from our actions and, in particular, for any defects resulting from the services under the responsibility of the client, including defective transport, handling, storage of products and/or not in accordance with our recommendations, particularly in terms of temperature. In this regard, it is recalled that our food products must be kept, including during transport and storage, in a dry and clean place, free from contamination by other products and at the required temperatures (in particular the temperatures referred to in the technical data sheets where available).

Our expiration / use-by dates (DLC) are only guaranteed subject to compliance with the conditions of conservation and storage (in particular on the technical data sheets for the products concerned) and are invalidated in particular in the event of a break in the cold chain.

8.3 Our liability is limited, at our choice, to the replacement or refund of the products concerned and any costs of returning or destroying such products. We cannot be held liable for compensation for indirect damage and business interruption, as our liability is limited to the price of the products sold.

These limitations also apply to any warranty of our products or liability for our products, whether resulting from French or foreign regulations, including liability under the legal warranty for latent defects or liability for defective products.

8.4 In any case, we can only guarantee the products if the price has been paid to us in full.

The warranty is also excluded in the event of use of the products outside the manufacturer's instructions (instructions for use or instructions for use in particular, technical data sheets and other advice on storage and use), or in the event of modification of the products.

8.5 In general, we cannot be held liable for the use, handling, storage or transport of the products, regardless of whether the damage is suffered by the client or third parties and regardless of the damage suffered.

8.6 The Parties agree, despite our company's status as wholesalers, to limit logistical compensation or penalties under the provisions of Articles L 441-17 of the French Commercial Code.

9 - RETENTION OF TITLE – TRANSFER OF RISK

We reserve ownership of the products until full payment has been made, which means the actual payment to our company's account of the price, the costs of the sale (including transport), as well as any penalties and interest.

Products in stock or present at the client's premises will be presumed to be those unpaid. The client authorizes us to have an inventory drawn up to recover unpaid products at any time.

10 - FORCE MAJEURE

We will not be liable for any breach of our contractual obligations resulting from a force majeure event. Beyond its legal and jurisprudential definition, force majeure means any event beyond our control such as, in particular, fire, flood, storm, bad weather including frost and hail, earthquake and other natural disasters, war, riot and revolution, strike, work stoppage or other social movements within our staff or that of our suppliers or service providers, Occupation of factories or premises, administrative decision, act of the prince, interruption or delay of means of transport or shortage of products, raw materials or packaging, tool accident or machine breakdown or consequences of a state of health emergency or administrative closure of our facilities or those of our suppliers, in particular for health reasons. In the event that we are unable to comply with all or part of our obligations due to force majeure, we will inform the client as soon as possible. We may then, depending on the circumstances, either cancel the order, suspend the execution of the order or delay delivery without the client being able to claim compensation or penalties in this respect. The client may only cancel his order with our written agreement, it being specified that we reserve, in this case, the right to keep the deposits paid by the client.

11 - Processing of personal data

We are responsible for the processing of the personal data of the client's directors, employees or agents who contact us in the name and on its behalf (hereinafter the "Data Subjects") for the purposes of concluding and executing orders, paying invoices, commercial prospecting, managing rights and any disputes. Data Subjects have the right to access, oppose, rectify, limit, withdraw or delete data concerning them, the right to define directives relating to the fate of their personal data after their death, the right not to be subject to an automated individual decision, the right to the portability of their data, and the possibility of lodging a complaint with the CNIL. The client undertakes to communicate, at the latest at the time of the collection of their data, to the Data Subjects, the information contained in this article and in our privacy policy which is made available to them and can be sent to them by email on request at any time. The client undertakes to indemnify our company for any condemnation it may suffer as a result of a breach on its part.

12 - APPLICABLE LAW – ATTRIBUTION OF JURISDICTION

These general terms and conditions and the contracts concluded pursuant to them are subject to French law. In the event of translations of orders or other commercial documents, only the French version will prevail.

All disputes to which these general terms and conditions and the contracts concluded in application may give rise, concerning their validity, interpretation, execution, realization, cessation, consequences and consequences, shall be submitted to the competent court for the jurisdiction of Créteil, even in the event of summary proceedings, multiple defendants, incidental claims or third party claims.

13 – OUR UNIQUE IDENTIFIERS

IDU Household Packaging (IDU EM): FR 234543_01ZGDI

IDU Reusable Packaging (IDU ER) : FR234543_02NXJZ