

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

1 – Area of Application - Enforceability

These General Terms and Conditions (hereinafter referred to as "GTS") govern the contractual relationships (hereinafter referred to as "the Contract") between the company Eurofins Consulting Agroalimentaire SAS, hereinafter identified in the Offer or the Quote (as defined below in article 2 below), as "the Company," and its customers, hereinafter referred to as "the Customer," together referred to as "the Parties," in the provision of auditing services, consultancy, expertise and training, writing, editing or revision of supplier specifications or food packaging and labelling expertise (hereinafter referred to as "Services").

In accepting these GTS the customer confirms that no waiver to any provision of the General Purchasing Conditions can be invoked or to any other provision contained in these commercial documents, should it contradict these GTS, whatever the nature and no matter at what point it was brought to the attention of the Company.

These GTS supersede and replace any previous versions of the GTS.

Any amendment to these GTS must be stated in the Quote (as defined below) or be approved in writing and duly signed by an authorised representative of the Company. Should this not be the case, all provisions proposed by the Customer, at any time or in any form whatsoever, that contravene these GTS will be rejected and considered null and void. (ref. Art.2.2 below)

2. Orders

Any order placed constitutes full acceptance, without reservation, of these GTS.

Any Services or products ordered, result in the issue of a written offer by the Company (hereinafter referred to as the "Quote" or "Offer") either on paper (fax or post), via email or other electronic means, with these GTS attached; by accepting the written Quote, the Customer confirms acceptance of these GTS, return via paper or electronic means, conclude the order. The Quote confirms the validity period of the offer. The Quote completes or may modify these GTS and therefore constitutes specific conditions applicable to the Contract.

The execution of Services will only commence after the Company receives the accepted Quote, and subject to the Company having received all the necessary information identified in the Quote.

The order is personalised and benefits the Customer only, it cannot be transferred to any person whomsoever without the express prior consent of the Company.

The Customer expressly authorises the Company, for any reason whatsoever, to outsource the execution of the order to any person of their choice.

Any conditions, specific to an existing order, do not automatically apply to subsequent orders. Any offer from the Company accepted by the Customer will be treated as a separate contract.

Any additional service requested by the Customer will result in the issue of a new Quote and will be treated as a new order, which may involve new deadlines.

3 - Price and payment conditions

Unless otherwise stated in our quotes, order confirmations or invoices, our prices are 'ex-works,' exclusive of transport costs and the living costs of our professionals, which are charged separately and excluding tax.

The Services are carried out and charged on the basis of the tariff in use on the day the quote is made.

Prices are based on data provided by the Customer and the supply or provision of the order, under normal circumstances.

If an additional order is placed, the components of this order (price, time, etc.) will be those provided in the service catalogue unless a specific agreement is confirmed with the customer.

Conditions granted for the original order cannot be automatically applied to the additional order.

The taxes applied will be those in force on the date of invoicing.

Unless otherwise specified in our quotes, order confirmations and invoices, payment must be made within 30 days of the invoice date, by cheque, bank transfer, promissory note, bill of exchange, or direct debit, the payment address is listed on the invoice. Any other payment method requires the prior consent of the Company.

When paying by direct debit, the customer undertakes to provide the necessary bank details to the Company. No discount is granted for payments made on a date prior to that outlined in these GTS. Payment shall only be deemed to have been made when the invoiced sum is received by the Company.

In case of non-payment within the fixed terms, be it partial or full, the Company is entitled to claim, without any notice of default being required, a delay penalty calculated by applying an interest rate of 1% (one percent) per month to the amount due, or three times the maximum interest rate permitted by applicable law, whichever is higher, and a fixed compensation fee for recovery of costs, an amount of €40 (forty euros), and without prejudice to the Company's right to suspend all current orders and to seek reimbursement of all the recovery costs incurred, amicably or court-ordered, to recover the amount due, exceeding the fixed compensation of the aforementioned recovery costs.

In the event of a disputed invoice, the customer must notify the company via registered mail with return receipt within 30 (thirty) calendar days of the invoice date.

The customer cannot demand any compensation for the amounts due to the Company in respect of services provided, or any sum which will become payable to the company for any reason whatsoever, without the prior written consent of the company.

A service provided incurs a minimum charge of €50 (fifty euros) excluding tax, even though the cost of the service may be lower.

Any reprint, at the request of the customer, of a training certificate, audit or labelling check report may result in a €50 (fifty euros) fee per document.

The company is entitled to request payment of up to 100% (one hundred percent) of the quoted order price as a condition of acceptance.

In the event that the training costs of a paying institution, chosen by the customer, are incurred, the payment agreement (or subrogation agreement) must be received by the company before the training date.

Otherwise, the invoice will be sent directly to the customer who then becomes liable. The customer can then initiate a refund process directly with the paying institution.

4 - Title retention clause

The transfer of ownership and the right of use of our products, equipment, software, work, audit reports are subject to full payment of the amount due.

In the event that the customer wishes to publish, represent, reproduce and/or, generally distribute in any form whatsoever, or on any medium whatsoever, the audit report or expertise or training materials, they must first request permission from the company, which will then be free to determine whether they accept and wish to be accredited or not.

In any case of audit report or training material distribution, whether the Company is identified or not, the Customer indemnifies the company against any consequences of any kind, from the broadcast of the said reports, including cases where it would harm another person or company, and the Customer will cover the Company for any damages that may be due as compensation for harm or loss sustained or that the Company would be forced to pay a third party for damages arising from such distribution.

Even after full payment by the Customer, the Company reserves the right to retain, use and publish any audit report, anonymously, that does not allow the customer to be identified.

5 - Termination of a training contract

If the Customer requests to postpone or cancel a training session, regardless of the delay before the scheduled dates, the Company reserves the right to charge compensatory damages based on costs incurred for the initial service.

If the customer should request to cancel a training session, the Company will charge the customer the following compensatory damages:

- 50% of the total amount charged for the service, for cancellations less than 22 calendar days before the set date.

- 70% of the total amount charged for the service, for cancellations less than 7 calendar days before the set date.

- The full amount for the service is due for cancellations less than 2 calendar days before the set date. In this instance, the Company will also retain all costs incurred in the booking process (travel, equipment rental, living costs, etc.).

Any course started is then due in full.

6 - Termination of an audit

If the Customer requests to postpone or cancel an audit, regardless of the delay before the scheduled dates, the Company reserves the right to charge compensatory damages based on costs incurred for the initial service.

If the customer should request to cancel an audit, the Company will charge the customer the following compensatory damages:

- 50% of the total amount, charged for the service, for cancellations less than 1 month before the set date.

- 70% of the total amount, charged for the service, for cancellations less than 15 calendar days before the set date.

- The full amount for the service is due for cancellations less than 7 calendar days before the set date. In this instance, the Company will also retain all costs incurred in the booking process (travel, equipment rental, living costs, etc.).

7. Warranties and liabilities

In order to carry out its Services the Company is bound only by an obligation of due care.

The Company is solely entitled to define the methods used to provide its services. Each audit report or service provided relates exclusively to the site audited by the Company. Unless otherwise agreed between the Parties, the contractual relationship exists only between the Customer, who placed the order, and the Company, no third party can be designated as benefiting from the order.

The Customer fully guarantees the Company against any third party claim, related to the Customer or the order, made in any which way and for any reason whatsoever, and undertakes to fully indemnify the Company for all damages that the Company may be obliged to pay a third party.

8. Limitation of Liability

The Customer cannot hold the Company liable for damages (including any person related to the Company when completing the Contract) unless able to demonstrate direct and immediate damage in a case of culpable and intentional infringement of contractual obligations, and only if the Company has received written notice hereof, sent registered mail with return receipt, within a period of 6 (six) months of the discovery of the damage.

The Customer expressly waives the right to institute any other proceedings against the Company and warrants that its insurers do the same.

In the event that the Company should be held liable, its obligations to the customer for damage, loss, costs, expenses, and any other damages suffered, can under no circumstances exceed the lesser of: (i) the direct and immediate damage caused by culpable and intentional infringement of the Company's contractual obligations and,

(ii) 3 times the amount, excluding tax, invoiced by the Company to the Customer under the relevant Contract, limited to 15,000 (fifteen thousand) euros.

The Company can never be held liable for any indirect damage sustained by the Customer and/or a third party, such as, and not limited to, loss of revenue, loss of profits, loss of

value of business capital, loss of business opportunity.

9. Force majeure

The Company cannot be held liable for any unforeseen event or circumstance beyond its reasonable control which would render it impossible to carry out its contractual obligations, including any events as defined by the French courts as cases of force majeure, particularly in regard to compliance with new laws or regulations, governmental requests or from any competent administrative authority, non-compliance, non-renewal or withdrawal of necessary administrative approvals, the service or supply of a product will be automatically suspended, such suspension may in no case be cause for liability for non-completion or delay in completion of the contractual obligation in question, nor incur the payment of damages.

10 - Confidentiality

The Company undertakes to treat the audit report or service rendered as confidential and refrains from using them or divulging them to any third party, for any reason whatsoever, except with a view to proving the completion of the service to obtain related compensation, or upon the request of a competent administrative authority or a request pursuant to a definitive court decision.

The Company also undertakes to treat as confidential all technical, commercial, financial or other information, which has been obtained from the Customer in order to carry out contractual obligations and has been identified as confidential.

The Customer undertakes to treat as confidential all technical, commercial, financial or other information which has been obtained from the Company in the course of services rendered, including product composition and software content provided by the Company.

11 - Tolerance - Partial Invalidity

Should one or several of the provisions contained in these GTS be deemed partially or totally invalid, illegal or unenforceable, all other provisions shall still remain in full force and effect. The Parties may agree to replace the invalid provision(s).

Failure by either the Company or the Customer to exercise the rights contained in these GTS shall not constitute a waiver of such rights.

12 – Governing Law / litigations

THE CONTRACTUAL RELATIONSHIP BETWEEN THE COMPANY AND THE CUSTOMER IS SUBJECT TO FRENCH LAW.

ANY LITIGATION WHICH MAY ARISE FROM THE VALIDITY, INTERPRETATION, CONCLUSION, EXECUTION OR TERMINATION OF THE CONTRACT WILL BE SUBJECT TO THE JURISDICTION OF THE COMMERCIAL COURT LOCATED CLOSEST TO THE HEADQUARTERS OF THE COMPANY THAT ISSUED THE QUOTE INCLUDING IN THE EVENT OF EMERGENCY PROCEEDINGS, THIRD PARTY APPEALS OR MULTIPLE RESPONDENTS. IN THE CONTEXT OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE COMPANY AND A FRENCH CLIENT, THE FRENCH VERSION OF THESE CGT TAKES PRECEDENCE OVER ANY OTHER VERSION IN A FOREIGN LANGUAGE.