

GENERAL TERMS AND CONDITIONS OF SALE OF ETABLISSEMENT MONLOUP

ARTICLE 1 – APPLICATION OF THE GENERAL TERMS OF SALE

- 1.1. Company Ets Monloup reserves the right to refuse to deliver or sell products to a purchaser who does not hold a valid SEMMARIS buyer's card.
- 1.2. These General Terms of Sale are sent to each customer, and/or provided to each customer requesting them for a professional activity, in particular to enable the latter to place an order for fresh fruit and vegetables.
- 1.3. Where an annual agreement is negotiated, these General Terms of Sale constitute the unique basis for the business negotiations between Ets Monloup ("the Company") and the customer. Where applicable, the negotiations of the written agreement should be conducted honestly, in accordance with the provisions of Articles 1104 of the French Civil Code and L 441-4, IV of the French Commercial Code.
- 1.4. If the products sold fall under the category of Mass-Market Products, in accordance with the provisions of Article L441-4 of the French Commercial Code, it is reminded that the customer may notify in writing, within a period of one month as from receipt of these General Terms of Sale, (i) the reasons for refusing them or (ii) their acceptance or, where appropriate, (iii) the provisions that the customer wishes to negotiate. In this last case, Special Terms of Sale may be agreed between the Company and the customer.
- 1.5. Subject to the provisions set forth in 1.3, all orders placed by the customer entail as of right the full and unreserved acceptance of these General Terms of Sale, notwithstanding any provision to the contrary that may be inserted in the customer's documents.
- 1.6. These General Terms of Sale may be amended at any time by the Company, respecting a notice period of thirty (30) days.

ARTICLE 2 – ENFORCEABILITY OF THE GENERAL TERMS OF SALE

- 2.1. No special term, general terms of purchase or advertisements and brochures from the customer may override the general terms of sale, unless formally accepted in writing by the Company. Any term to the contrary imposed by the customer will not be binding on the Company, regardless of the format or time at which it was made known to the Company.
- 2.2. The fact that the Company does not take advantage, at a given time, of one of the provisions of these General Terms of Sale may not be interpreted as a waiver of its right to take advantage of it.

ARTICLE 3 – INDUSTRIAL PROPERTY

All industrial property rights placed on the products belong to the Company or the Company has unrestricted use of them.

The customer may only refer to or use the trademarks, logos or any other intellectual property right belonging to the Company with the specific, prior and written consent of the Company and exclusively for the purpose of promoting the sale of the products marketed by the Company in accordance with normal conditions in light of its activity. The Company prohibits, in particular, any use of its trademarks, logos or the image of its products in relation to promotional campaigns, such as coupons, discount vouchers, etc., without its specific, written and prior consent. The Company reserves the right to object to, claim the stoppage or request compensation for any use that it may deem as infringing, unfair, constituting a deed of parasitism or contrary to its brand image.

ARTICLE 4 – ORDERS

4.1. Recording orders

An order corresponds to a number of parcels, pallets or a weight of fresh fruit and vegetables, a price/methods of setting the price. For a sale with carriage-paid delivery, it will be appropriate to specify a place of delivery and a delivery lead-time. For a sale with ex-works delivery, it will be appropriate to specify a collection lead-time. Orders are placed by email, telephone at the registered office or at the store of the Company located at MIN de Rungis.

For sales with delivery, an order confirmation will be sent by the Company for each customer order, by email.

4.2. Cancellation or amendment of an order

The Company reserves the right to cancel a confirmed order or an order that has been started, if the customer's legal or financial situation should change or be known to differ from that presented.

No amendment or cancellation of an order by the customer may be taken into consideration without the Company's prior, specific consent. Where no consent is given, the amount of the order remains due and payable in accordance with the conditions stipulated.

In any event, amendments by the customer may only be accepted if they are notified to the Company before loading the goods and at least thirty-six (36) business hours, at the latest, before the scheduled delivery date.

ARTICLE 5 – PRICES

- 5.1 Unless otherwise agreed, the sale prices of products are those agreed by the Company and the customer on the date of the customer's order, taking into consideration the tariffs proposed by the Company, the reciprocal obligations to which they have committed themselves at the end of the sales negotiation, the market situation, the quality and quantity of the products delivered. The prices are expressed in euros and pre-tax for goods customs – cleared for import in the EU (duties paid, if any) ex-warehouse of the seller or from any other agreed place or free



of carriage. In the special case of a foreign customer from outside the EU, the goods may be proposed without EU customs clearance, the customer then being responsible for all the customs procedures in force.

5.2 The provisions of this paragraph relating to indicators derive from the French legal provisions applicable to the market in which the customer operates, i.e. the Company's customers established in France for Products sold on French territory only. Cross-border sales by the Company are in no way affected by this paragraph.

In compliance with the provisions of article L443-4 of the French Commercial Code, when they exist and only if the circumstances of the sale so require, in addition to the priority criteria listed in 5.1, the indicators to be taken into account for the sale of Products (at the wholesale market stage in France), only if they are considered relevant by the Company, are those drawn up and published by the inter-professional organization on which the Company depends (AIB), as well as those established by the Observatoire de la formation des prix et des marges.

5.3 In the event that sales price agreements on the products are agreed and/or contracted between the Company and the customer for a specific period of time, the Company reminds the customer that, in accordance with the provisions of Article L 441-8 of the French Commercial Code, these prices may be renegotiated in order to take into account fluctuations in the costs of energy, transport and materials used in the composition of the packaging for said products. Price renegotiations shall be carried out in good faith, with due regard for business confidentiality, within a period of no more than one month from the date on which the Company notifies the customer with the request for renegotiation.

ARTICLE 6 – PAYMENT

6.1 Definition of payment : The payment is deemed as made upon actual collection of the whole price agreed between the Company and the customer.

6.2 Payment term : The invoice is issued by the company at the latest on the date of delivery of the goods or their collection by the customer in the Company's stores. In this respect, the customer should set up processes enabling to comply with this period. In the event of sales with delivery, the Company will favour the sending of invoices by email. The customer must absolutely respect the payment date indicated on the invoice. In any event, and regardless of the fruit and vegetables in question, the payment term is defined unilaterally by the Company and may go from a cash payment to a payment term of 30 days maximum from the date of delivery or collection. No discount for early payment is applied.

6.3 Late payment or absence of payment : In the event of late payment of the amounts owed by the customer, after the payment date indicated on the invoice, late penalties will be applied to the tax-inclusive amount of the price indicated on the said invoice and shall be calculated on the basis of the rate applied by the ECB to its most recent refinancing operation on the due date and increased by 10 points. These penalties will apply as from the day after the due date until full payment of the price, and will be automatically acquired as of right by the Company, without any formality or prior notice being required, without prejudice to any other action that the company would be entitled to bring, in this respect, against the customer. Moreover, in the event of late payment, the Company may not only refuse any new order but also suspend all orders in progress or claim a cash payment of the order or the settlement of all outstanding invoices. The customer may not, in any event, raise a dispute of any kind whatsoever regarding the invoice, for the exclusive purpose of delaying, offsetting or reducing the payment of all or part of its amount.

6.4 Fixed indemnities for debt collection costs : Notwithstanding the above, all amounts that are not paid by the customer on the payment date indicated on the invoice will give rise to the payment of a fixed indemnity for debt collection costs of an amount of forty Euros. This indemnity will be automatically acquired as of right by the Company without any formality or prior notice being required, and will be due per unpaid invoice. In the event of a dispute, the amount of the indemnities indicated above may be reassessed by the Company using supporting documents.

6.5 Payment guarantee : At any time, in particular but not only in the event that the Company considers that the customer's financial situation does not enable to grant the payment conditions requested or to maintain the conditions granted, the Company may request the implementation of guarantees or ask for an adjustment of the payment terms including a cash payment.

6.6 Offsetting : The Company reminds the customer that the legal offsetting scheme stipulated by Article 1347 of the French Civil Code applies to any mutual receivables that may exist between the Company and the customer. In this respect, the two receivables must be reciprocal, certain, liquid and due, and the offsetting may only be applied insofar as it is claimed. Any undue offsetting may entail the application of late payment penalties and indemnities in accordance with Articles 6.3 and 6.4.

6.7 Logistics penalties : The Company reminds the customer that in light of Article L442-1, I, 3° of the French Commercial Code, the fact of imposing logistics penalties that do not respect the terms of Article L 441-17 of the same Code constitutes an unlawful practice and/or a practice that restricts competition and incurs the customer's liability, requiring the latter to pay compensation for the resulting damage.



More specifically, and in accordance with the provisions of Article L441-17 and Article L441-18 of the French Commercial Code, the customer is forbidden from automatically deducting penalties or discounts from the amount of the invoice issued by the Company, corresponding to lack of respect of one of its commitments.

In the event (i) of lack of performance of a contractual logistics obligation by the Company having led to a situation of stock unavailability and (ii) of the signature of a logistics agreement, the customer may invoice penalties to the Company:

- that are in proportion to the damage caused;
- considering a sufficient margin of error in light of the volumes delivered;
- within an upper limit equivalent to 2% of the value of the products ordered falling under the product category within which the lack of performance of the contractual obligation has been observed.

Proof of the breach observed and that of the damage caused must be provided by the customer by all means. The Company has a period of at least one (1) month as from receipt of the documented penalties notice, in which to check and, where appropriate, challenge the reality of the objection made.

These provisions apply when the products are marketed on the French territory and no penalty may be invoiced for lack of performance of contractual obligations occurring more than one year beforehand.

ARTICLE 7 – DELIVERIES-RECEIPT / TRANSPORT

Each delivery gives rise to the issue of a delivery form. The customer therefore accepts these General Terms of Sale.

7.1 Sales in the Company's stores

The delivery of the goods takes place upon their collection by the customer in the Company's store. The transfer of risks, liability and property regarding the goods takes place upon collection by the customer. Therefore the customer acknowledges that he has taken possession of the goods without any further formality being required.

7.2 Sales with delivery

- For ex-works sales, the delivery takes place upon the collection of the goods by the customer further to their availability by the Company, in accordance with the order confirmation (Article 4.1), in the latter's warehouses. The transfer of risks and liability regarding the goods takes place upon their collection by the carrier, which becomes their guarantor as the customer's agent.
- For carriage-paid sales, the goods travel under the Company's responsibility. The delivery takes place upon unloading the goods at the shipping address defined by the customer in the order form. The transfer to the customer of risks and liabilities regarding the products takes place upon the delivery.

In both cases, the customer takes on full responsibility, as from the delivery, for respecting the legislative and regulatory standards related to fresh fruit and vegetables.

7.3 Specific information for ex-works sales

- **Collection of goods** : The customer organises the collection and transport of the goods ordered at its cost and under its own responsibility, from the Company's warehouse to their end destination. The collection must take place by the customer within 6 hours following the availability of the goods as notified by the Company. After this period, storage fees may be invoiced to the customer. The Company may not be held liable for any consequences regarding the quality of the goods as a result of an abnormally long storage period decided or imposed by the customer.
- **Inspection of packaging of the goods** : Upon the collection, the carrier should check the general condition of the packaging of the goods and, where appropriate, should set forth any reservations in accordance with Article 8.1.
- **Inspection of temperatures of the goods** : A daily check of the temperature of the perishable goods will be performed by the Company throughout their storage in the warehouse. The temperature of the goods must be checked upon their collection by the carrier, in accordance with Article 8.1 of the standard controlled-temperature contract applicable to road transport, and in accordance with the CMR Convention for international transport. The customer is responsible for defining the controlled temperature of the truck and keeping a record of it. In accordance with Article 8.1 of the standard contract referred to above, the carrier must take all measures to ensure that the required transport temperature is respected during the loading operations and throughout the transport, for which it is responsible.

ARTICLE 8 – RESERVATIONS

The customer should ensure that the quantities and qualities of the goods delivered to the latter are checked carefully upon their receipt (carriage-paid sales) or upon their collection by the selected carrier (ex-works sales). Any damage or missing item discovered upon their delivery should be set forth in reservations indicated in writing to the Company on the transport document and, if possible, on the delivery form.



8.1 Visible damage

- 8.1.1** For sales in stores, the customer should immediately indicate any reservations related to visible damage to the goods.
- 8.1.2** For ex-works sales, if during the carrier's inspection, the latter discovers visible damage (goods and/or packaging), an error in temperature, or an inaccuracy in the number of parcels, the carrier should set forth detailed reservations with grounds in writing on the transport document, at the latest upon collection of the goods at the place of their availability.
- 8.1.3** For carriage-paid sales, the inspections related to visible damage (goods and/or packaging), an error in temperature, or an inaccuracy in the number of parcels will be performed by the customer upon the delivery of the goods. All reservations must be set forth in writing by the customer on the delivery form upon their delivery.
- 8.1.4** Where reservations are not set forth in accordance with the conditions indicated in sections 8.1.1, 8.1.2 and 8.1.3, the goods will be deemed to have been delivered in full and in good condition. Therefore, no claim for visible damage will be accepted.

8.2 Hidden damage

In the event of hidden damage, related to the inherent state of the goods delivered, the customer must send detailed reservations to the Company in writing, along with photos, by email to the sales department of the Company within 24 hours following the delivery.

ARTICLE 9 – CLAIMS

9.1 Claims procedure

In order to be accepted, claims must first of all be made through written reservations within the required period in accordance with Article 8.

Then, in addition to the reservations, all claims giving evidence of the extent of the damage and the total amount of the prejudice caused must be sent by email to the Company (for the attention of the sales and quality departments) within a maximum period of 24 hours as from delivery of the goods. Claims must absolutely contain the following documents :

- copy of the order confirmation;
- proof of the prejudice caused;
- quality acceptance report drawn up by the customer upon receipt of the goods;
- copy of any survey report drawn up on behalf of the customer;
- copy of waybills;
- delivery form;
- for ex-works sales, truck temperature statements (download);
- any destruction certificate;
- any invoice for the destruction of the goods;
- any other document setting forth the extent of the damage observed, and any causes of it.

In the absence of documents proving the loss caused to the customer, any claim put forward by the customer may not be taken into consideration by the Company.

If, after investigation, the Company considers that the claim is justified, the latter will issue a corresponding credit-note for the customer. The customer will not be authorised, in any event, to automatically and unilaterally offset the amounts that it believes are due, without following the whole adversarial procedure as stipulated in Article 9.1. Otherwise, any withholding by the customer of an amount from an invoice that is not accepted by the Company in relation to this Article and/or that does not meet with the legal provisions and legal offsetting criteria (6.6) will be considered as undue, and may entail the application of late penalties in accordance with Articles 6.3 and 6.4 and/or action by the Company.

9.2 Protective measures

The customer should make the damaged goods available to the Company so that the latter may observe the reality of the claim and, where appropriate, organise an appraisal. The customer should obtain prior written consent from the Company before any destruction of the goods delivered. Otherwise, the customer's claim will not be taken into consideration by the Company.

The customer is forbidden from intervening on the products or from allowing a third-party intervention on them, unless previously authorised by the Company.

Considering the perishable nature of the goods, no goods delivered may be returned, unless previously authorised by the Company and, where appropriate, within a maximum period of 24 hours following delivery.

In any event, the original packaging of the products in question should be kept along with the delivery form and purchase invoice appended to the claims put forward.

9.3 Liability and guarantee

The Company may not be considered as liable:

- for damage as a result of inappropriate storage of the goods delivered and increased damage due to the refusal to take any measures and care aiming at enabling the collection or protection of the goods; the burden of proof of this lies with the customer;



- for all indirect damage (commercial or other damage).

The Company reserves the right to suspend or withdraw goods, for technical, legal and/or health reasons; the Company's liability may not be incurred for damage as a result of this withdrawal or recall right.

The Company's liability will, in any event, be limited to the amount of the order increased by any ancillary costs (upon presentation of supporting documents), with the exclusion of any compensation.

Compliance with the provisions of this agreement related to the contractual guarantee implies that the customer respects its financial commitments in relation to the Company.

ARTICLE 10 – CORPORATE SOCIAL RESPONSIBILITY (CSR)

The customer guarantees that its activities fall within an aim to contribute to sustainable development.

The Company reminds the customer that the fact that the latter respects the principles of social and environmental responsibility is an essential obligation.

The customer certifies that it has already organised its activity in accordance with the guidelines of international social responsibility standard ISO 26000, published on 1st November 2010 and the following legal texts, without this list being complete:

- Universal Declaration of Human Rights,
- ILO (International Labour Organisation) Declaration on Fundamental Principles and Rights at Work,
- ILO fundamental conventions,
- OECD (Organisation for Economic Cooperation and Development) guidelines for multinational enterprises,
- United Nations' guidelines on business and human rights,
- ETI (Ethical Trading Initiative) Code of Conduct.

Furthermore, the customer undertakes to respect the legislations and regulations in force in its country of establishment and that of its suppliers and the Company. In this respect, the customer undertakes in particular to carry out its activities in a way that ensures that they comply with the main CSR assessment criteria, as follows :

10.1 Corporate governance

- implement an ethical conduct,
- ensure the clear, fair and complete distribution to a sufficient and reasonable degree of the policies and decisions and their known and likely impacts on the environment and community,
- be able to answer for its decisions and their impacts on the community and the environment, by accepting an appropriate assessment and respecting the corresponding duty to respond,
- aim for a positive integration of its activities in the environmental and social context of its installations.

10.2 Human Rights

- promote and respect all of the rules for protecting human rights,
- remain vigilant in order to avoid being involuntarily complicit in breaches of human rights.

10.3 Work relationships and conditions

- ban child labour,
- ban all forced or compulsory labour,
- ban all forms of undeclared labour,
- ensure the health and safety of workers,
- ban all discrimination in terms of employment and career development, and promote gender equality,
- respect freedom of association and acknowledge the right of collective negotiation,
- propose decent working conditions.

10.4 Environment

Concrete steps must be taken to reduce the impact of its activities on the environment and biodiversity by ensuring, in particular, limited pollution of the soil, water and air. More specifically, these steps must:

- seek to limit consumption of resources and products in the activity, in particular energy, water, input,
- for a farming activity, ensure a reasonable use of phytosanitary treatment products and synthetic fertilisers,
- contribute to reducing greenhouse gas emissions,
- favour sustainable supply sources,
- contribute to reducing product waste and favour recycling.

10.5 Loyalty of practices in terms of marketing, information and contracts



- use fair, transparent and respectful commercial methods, in particular in terms of competition, advertising/marketing and contracts,
- avoid any misleading, deceptive, fraudulent, unfair, vague or ambiguous methods, including omitting major information.

10.6 **Health and safety protection of consumers and surrounding populations**

- be able to provide clear and understandable information quickly on the products marketed,
- implement measures related to product traceability,
- as part of its activities, ensure the protection of the health and safety of the surrounding populations.

10.7 **Prevention and fight against corruption and influence peddling**

- undertake to set up an efficient system for preventing and fighting against corruption and influence peddling.

The customer protects the Company from any damage that may be caused to it due to failure by the customer to respect the CSR commitments set forth herein. The Company reserves the right to perform an audit or to request an audit by a third-party organisation, regarding the actual implementation of these commitments.

Any infringement of these rules may constitute a breach authorising the Company to put an end to its relationship with the customer, in advance, without notice or indemnity, without prejudice to any damages that the Company may claim due to such breach.

ARTICLE 11 – COMPLIANCE AND ETHICS

The parties undertake, both for themselves and for all persons placed under their responsibility or acting in their name and on their behalf, for the entire duration of the supply of the products, to comply with all applicable laws, regulations and standards, in particular with regard to the prevention and repression of corruption and influence peddling, and the identification and prevention of infringements of human rights, fundamental freedoms, the health and safety of individuals and the environment. Compliance with these by the client is an essential condition for the company's provision of products and the continuation of the contract.

The client undertakes to familiarise itself with the Compagnie Fruitière Group's anti-corruption and anti-influence trading code of conduct, which is available with the following QR code, as well as its duty of care plan, which is available on its website. The client undertakes to ensure that the rules set out therein are applied to its own affairs and to communicate the existence of these rules within its own organisation.



The Client is also informed that the Compagnie Fruitière Group has set up an alert system for reporting situations that are inappropriate or do not comply with applicable regulations. This system can be accessed with the following QR code.



ARTICLE 12 – PERSONAL DATA

Your personal data is processed in accordance with our privacy policy, which can be accessed with the following QR code.





ARTICLE 13 – COMMERCIAL LIMITATION PERIOD

Invoices must be challenged, where appropriate, within eight (8) business days following receipt.

In accordance with the provisions of Article L 110-4 of the French Commercial Code, obligations arising due to the performance of this agreement are statute-barred after 5 years. Beyond this period, no amount in relation to the past calendar year may be claimed, whether regarding in particular sales prices, services or indemnities.

ARTICLE 14 – FORCE MAJEURE EVENT – LACK OF FORESEEABILITY

Any situation beyond the parties' control that could not be reasonably foreseen upon entering into the agreement and whose impacts cannot be avoided by appropriate measures, and that is considered as preventing or making the performance of the debtor's obligation abnormally imbalanced, will entail the suspension of the agreement.

The Party claiming the situation referred to above must immediately inform the other party of such occurrence, and of the end of the situation. The agreement binding the Company and the customer will then be suspended as of right as from the date of occurrence of the event.

If the situation leading one of the parties to suspend the performance of the agreement should continue for more than 60 days, each party may request the termination of the agreement, without either party being entitled to claim damages. This termination will apply upon the date of first presentation of the registered letter with confirmation of receipt terminating the said agreement.

If, throughout the performance of the agreement, the situation existing at the time of its signature or the elements on which the Company and the customer based their negotiations for entering into this agreement, have changed in an unforeseeable way and make the performance of the agreement excessively expensive and/or prejudicial for either party which had not accepted to bear the risk of this, the Parties will liaise within a period of 15 days as from the request sent by either of them by registered letter with confirmation of receipt, in order to seek, in complete equity, a new basis for the continuation of their relationship. The parties will continue to respect their obligations during this renegotiation period. Where no agreement has been reached between the Company and the customer within a period of 15 days following receipt of the renegotiation request, they may end their business relationship, subject to respecting a notice period of 15 days.

ARTICLE 15 – APPLICABLE LAW – DISPUTE SETTLEMENT

THESE GENERAL TERMS OF SALE ARE GOVERNED EXCLUSIVELY BY FRENCH LAW.

ALL DISPUTES RELATED TO THEIR INTERPRETATION, PERFORMANCE AND TERMINATION WILL BE REFERRED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF THE REGISTERED OFFICE OF THE COMPANY.

ARTICLE 16 – FINAL PROVISIONS

Any exception or additional clause to these general terms of sale must be set forth in writing.

Applicable as from 1st January 2025

On

Customer's signature and stamp

Name and position of signatory.....

