

TERMS AND CONDITIONS OF SALE

APPLICATION AND ENFORCEABILITY OF THE TCS:

Unless otherwise stipulated in a specific written contract, all our sales are subject to these TCS and the special conditions mentioned in our offer of sale signed without reservation or condition by the buyer, or in the absence of signature without reservation or condition of our offer of sale by the buyer, in our order confirmation.

In case of contradiction between one or more of the special conditions of our offer of sale or our order confirmation, and one or more of the clauses of the TCS, the former will prevail over the latter.

By placing an order with our company, the buyer:

- Acknowledges unreserved acceptance of these TCS,
- Acknowledges that these TCS, with the special conditions stipulated in our offer of sale signed without reservation or condition by the buyer or our order confirmation, constitute the contract binding the parties, to the exclusion of any other provisions contained in any other document, unless these other provisions have been expressly accepted in writing by us.
- Acknowledges that any conditions, general and/or special, contrary to these TCS contained in its own documents (general conditions of purchase, orders etc.) are not part of the contract, do not bind us and, therefore, cannot be enforced against us.

The fact that we do not avail ourselves, at any given time, of these TCS is not deemed as a waiver of availing ourselves of any of said conditions at a later time.

FORMATION OF THE CONTRACT:

The contract will only be formed and our company will only be committed after return of our offer of sale signed without reservation or condition by the buyer or, in the absence of signature without reservation or condition of our offer of sale by the buyer, after our company has sent an order confirmation.

Any confirmed order is considered final and cannot be cancelled, unless agreed in writing by us. However, changes to orders are possible provided that they are made in writing 3 weeks before the scheduled delivery date. However, if the modification results in a decrease in the quantity, a price differential may be applied depending on the price bracket corresponding to the new overall quantity, which the buyer agrees to accept. Otherwise, no modification will be possible.

In the event that the modification would result in a change of place of delivery, the rate may be revised due to a possible increase in the cost of transport relating to this change.

Price:

The price of the contract with the buyer is that specified in our offer of sale signed without reservation or condition by the buyer, or in our order confirmation.

Unless otherwise stated in our offer of sale signed without reservation or condition by the buyer or in our order confirmation, our prices are expressed according to the INCOTERM ICC 2020 DAP and are stated in euros, excluding all taxes (for example, fiscal). Prices are indicated excluding the Eco-Contribution, which appears on a separate line in the event that it is due.

The Eco-contribution Rate applied will be that of the delivery date and not that of the order date.

In the case of consumables for harvest, which are seasonal products, time frames between the order date and the delivery date may be significant and, given the volumes involved, the products may not be entirely in stock at the time of the order. Therefore, the products concerned by the orders remain largely to be produced within an interval during which the production conditions could be significantly modified according to the price of raw materials, the cost of energy and transport.

Therefore, in the event of a variation of more than 10% of at least one of the components mentioned above, the seller reserves the right to revise the price of the order, to pass on the additional cost resulting from the evolution of these external factors. The buyer will then be informed of the new price to be applied, no later than 2 weeks before delivery. The buyer will then have the choice of either maintaining its order under the new conditions, or of cancelling it without penalty. The absence of refusal or dispute by the buyer within a period of 7 days after dispatch of the notice will then be deemed as acceptance. The situation, whatever the choice, will not give rise to any right to compensation for any reason whatsoever by the seller, since the risk and context of the market are known by the buyer from the outset.

PAYMENT TERMS AND TIME FRAMES:

Unless otherwise specifically stipulated in our offer of sale signed without reservation or condition by the buyer or in our order confirmation, the goods sold are payable at 45 days end of month to the address mentioned on the invoice, and this period starts from the date of issue of the invoice.

Any deterioration of the buyer's credit resulting, in particular, from a lack of coverage by our credit insurers, may justify the requirement of a guarantee or payment in cash before fulfilment of the orders received.

Any delay in payment with regard to the contractual dates will, after prior notice, give rise to a late payment penalty calculated by applying interest to the outstanding amounts at a rate equal to that applied by the ECB to its most recent refinancing operation plus 10 points.

The set compensation for collection costs of 40 € provided for in the Code of Commerce will also be due, which may, however, be increased, with supporting documentation, when the collection costs incurred are higher.

Failure to pay for our goods by the due date will result in immediate forfeiture of the term granted for payment of all outstanding invoices.

Any late payment may result, upon simple notification by any means, at the choice of the seller: in resolution of the sale reflected in the unpaid invoice, as well as resolution or suspension of any other orders in progress.

No discount is granted for early payment.

DELIVERY TIMEFRAMES:

The delivery timeframes are provided for information purposes and do not represent a commitment. Unless otherwise specified in our offer of sale and/or order confirmation, they are understood for departure from one of our warehouses or from the factories concerned by the production of the ordered items.

They only begin to run from the return of our offer of sale signed, without reservation or condition, by the buyer or our order confirmation, unless the buyer has not given us all the information and documents necessary for fulfilment of the order.

In this case, the timeframe only runs from remittance of these items and information by the buyer. Even if the date of use of the products sold is subject to the stage of progress of the vegetation, the products ordered come from an industrial production which requires an incompressible period. Consequently, a change in the intended date of use can in no way justify a requirement to advance the delivery date initially planned, unless we have given our express consent beforehand and in writing.

LATE DELIVERY:

An order may only be refused due to delay after the buyer has sent formal notice sent by registered letter which has remained without effect for 15 days. If the delivery takes place during this period, the buyer cannot refuse the goods.

According to the parties, a case of force majeure is deemed, in particular, as one of the following events: fire, flood, riot, attack, damage to equipment, war, strike (total or partial) in our factories or at the sites of our suppliers, subcontractors or transporters.

Under such circumstances, the delivery timeframes will be extended by a period of 1 month, after which time each of the parties may cancel the late order without the possibility of claiming any damages from the other party.

However, the goods manufactured at the time of cancellation will be delivered to the buyer, who will not be able to refuse to receive them and pay for them.

TRANSFER OF RISKS/TRANSPORT RISKS:

Unless otherwise stated in our offer of sale signed without reservation or condition by the buyer or in our order confirmation:

- Our goods are deliverable according to the DAP INCOTERM ICC 2020.
 - The transfer of risks takes place upon arrival of the goods at the place of delivery before unloading.
- In case of damage or loss of the goods during transport, it is the responsibility of the buyer to state all reservations with the transporter that made the delivery, confirmed by registered letter with acknowledgment of receipt within 3 days following receipt, in accordance with article 133-3 the Code of commerce, and a copy will be sent to the seller within the same period. The absence of notification will be deemed as acceptance of the goods without reservation, and will definitively release the seller from liability concerning non-conformities, obvious defects and missing items, of which the buyer will no longer be able to avail itself subsequently.

QUALITY AND QUANTITY OF MANUFACTURE:

Any variation, notably of dimensions, weight or printing, must remain within the tolerances of the code of practices of the films and polyolefin industry and of professional standards, and will not give rise to any claim or action of the buyer against us, regarding the substantive matter or guarantee claims.

CONFIDENTIALITY – INTELLECTUAL PROPERTY:

Patents, models, designs, studies or prototypes made by us remain our property. The buyer is prohibited from reproducing them or communicating them to third parties.

In any case, the buyer shall hold us harmless against all the consequences of legal actions that may be brought against us by third parties due to execution of an order for products covered by industrial or intellectual property rights.

The same applies to the photos of the products, which may not be used, published or disseminated without the express agreement of the seller.

LIABILITY:

In the event of hidden defects or non-conformity of the delivered goods and/or damage (bodily harm, property damage or other losses, direct or indirect, consequential or not) caused by them, our liability will be limited, at our choice, to either reimbursement of the price of these goods as stipulated in the contract, or to replacement of these goods, to the exclusion of any damages.

CANCELLATION:

Without prejudice to the cases and manner of termination specified in the other clauses of the TCS, either party may terminate the contract in the event of breach by the other party of its contractual obligations.

Such termination will only take effect 30 days after dispatch to the defaulting party of formal notice to perform which has remained without effect.

It is expressly stated that indirect damages are excluded from the seller's guarantee and that it is up to the buyer to take out insurance accordingly.

IMPORTANT

RETENTION OF OWNERHSIP:

We reserve ownership of the goods sold until effective payment of the entire amount of their price, in principal, costs and related charges. As intended under this clause, the remittance of payment instruments creating an obligation to pay (bank draft or other) is not deemed as payment.

The non-payment of any of the payments due can result in reclamation of the goods.

In case of seizure or any other intervention of a third party involving the goods, the buyer is obliged to notify us immediately. In the event of resale of the delivered products, whether the buyer is authorized or not, the latter hereby declares to assign the claim arising from the resale to a sub-buyer to us, and authorizes us to collect the price due by the sub-buyer, up to the amount of our claim.

If the buyer is the subject of a safeguard, reorganization or liquidation procedure, we may claim, within the framework of the collection procedure, the goods sold and for which payment has not been received, in accordance with article L. 624-16 of the Code of Commerce.

These provisions do not pose an obstacle to transfer to the buyer, from delivery of the goods by the transporter, of the risks of loss and damage of the goods sold, as well as of the risks for damage which they could cause.

ASSIGNMENT OF JURISDICTION

Any dispute between the buyer and us is subject solely to the jurisdiction of the courts of STRASBOURG (Bas-Rhin, France), even in the event of summary proceedings, guarantee claims or multiple defendants, notwithstanding any contrary clauses contained in any documents of the buyer.

APPLICABLE LAW:

In case of dispute, the applicable law will be French domestic law, i.e. excluding the United Nations Convention of 11 April 1980 (Vienna Convention) on the International Sale of Goods.

INVALIDITY:

The invalidity of any of the above provisions will not result in the invalidity of the terms and conditions of sale as a whole.