



GENERAL TERMS AND CONDITIONS OF SALE

As of November 1st 2023

These general terms and conditions of sale (hereafter the "GTCS") are applicable to all the orders of products placed with La Chambre aux Confitures (36, rue des Jeuneurs 75002 Paris, RCS Paris 531 802 981, capital social of 1.150.000€) (hereafter "La Chambre aux Confitures" or the "Seller") by any professional, i.e. any natural person or legal entity, public or private, acting within the framework of its commercial, industrial, artisanal, liberal or agricultural activity, including when it acts in the name or for the account of another professional (hereafter the "Client"). The Seller is the owner of the trademark "La Chambre aux Confitures", registered within the INPI under the number 3963983 (hereafter the "Trademark").

Any order made by the Client to the Seller implies the full and unconditional agreement, by the Client, to the GTCS. They prevail over any general or special conditions of purchase and/or any printed or handwritten provisions emanating from the Client (without any restrictions: order forms, letters, faxes, electronic mail, etc.) sent to the Seller.

In the absence of the Seller's written acceptance, any condition laid down by the Client will therefore be unenforceable.

The Seller is entitled to modify the GTCS at any time. The applicable conditions are those in force on the date of the Client's order.

1. CHARACTERISTICS OF THE GOODS AND SERVICES OFFERED - BRAND IMAGE AND QUALITY

- 1.1 The products and services offered are those described in the standard order form provided by the Seller to the Client (hereinafter the "Order Form"). These products and services are offered as long as they remain in stock.
- 1.2 The Brand is well-known for the quality of its products. The sale of the Seller's products is therefore exclusively reserved for retail resellers targeting consumers and non-professional customers who meet the following quality standards:
 - Sale of the products in an attractive environment evoking the finest gastronomy and justifying the excellent management of the retailer's outlet;
 - Valuing presentation of the products in the outlet, in line with the Seller's brand reputation. It shall not be accepted for the products to be sold in another container than the one of La Chambre aux Confitures.

2. ORDER

- 2.1 The Client may order by email or through the dedicated page available on the Seller's website. The Client agrees to respect the following minimum order quantities:
 - First order: minimum €500 before tax;
 - Following orders: minimum €250 before tax for metropolitan France, €500 before tax for export.
- 2.2 When an order is placed by email to adv@lachambreauxconfitures.com, the order will only be taken into account by the Seller once the Client has returned to the Seller the Order Form duly completed and with a signed version of the GTCS attached.
- 2.3 To be considered binding on the Seller, the order must be confirmed by the Seller in writing. This confirmation is made by email for orders by email or by automatic email for orders made via the Seller's website.
- 2.4 Once the order has been confirmed by the Seller, no amendment, cancellation or withdrawal by the Client will be accepted. The Seller has the right to refuse or cancel, without any indemnity, all or part of the order for legitimate reasons such as:
 - Lack of sufficient solvency on the part of the Client;
 - Current dispute with the Client;
 - Non-respect of the quality standards mentioned in article 1 of the GTCS, damages to the brand image of La Chambre aux Confitures, damages to the intellectual property rights of the Seller or third parties on the products, and/or any act of unfair trade from the Client;
 - Stock shortage of products as well as in the event of delay or failure to deliver by any supplier of La Chambre aux Confitures.
 - Any case of force majeure as defined in article 11 of these GTCS.

3. NO-WITHDRAWAL

- 3.1 As the products sold by the Seller are perishable food products and the sales transaction is deemed to have been carried out as part of the Client's business, the Client cannot benefit from a right of withdrawal after having placed an order.

4. PRICES

- 4.1 The prices shown on the Order Form are exclusive of taxes and expressed in euros. They do not include V.A.T. or any other tax applicable on the date of the order, or delivery charges, which remain on the Client. Any change in tax rates or regulations may immediately be reflected in the price of the products or services.
- 4.2 The Seller has the right to modify its prices at any time. The price indicated on the Order Form submitted by the Seller on the day of the order will be the only price applicable to the Client.
- 4.3 Pursuant to article L.441-1-1 of the French Commercial Code, the Professional Tariffs Appendix to these GTCS, sets out the aggregate share of

agricultural raw materials and processed products that go to make up the products sold by the Seller, in the form of a percentage of the price.

- 4.4 The agricultural raw materials, whether raw or processed, used mainly in the composition of the Seller's products are processed fruits and vegetables (e.g. dried or frozen). In application of article L.443-4 of the French Commercial Code, the indicators, where they exist, are as follows:
 - Fruits and vegetables:

- Monthly agricultural producer price index (IPPAP) - general index - Base 100 2015; and
- Monthly agricultural producer price index (IPPAP) - fresh fruits and vegetables index - Base 100 2015.

-For packaging, the indicator used is the INSEE indicator for the cost of cardboard, glass, paper, plastic and steel (lid).

-For the portion of the price relating to energy and transport costs, the indicator used is the one from EEX, the European energy exchange, for the cost of electricity, gas and oil (transport).

- 4.5 Any fluctuation in the average price of agricultural raw materials and/or packaging and/or energy of +/- 10% over a 3-month period may trigger this price renegotiation clause. Packaging: the indicator used is the INSEE indicator for the cost of cardboard, glass, paper, plastic and steel (lid).
- 4.6 The price renegotiation must be carried out in good faith and in compliance with industrial and commercial confidentiality and business confidentiality, and within a period of no more than one (1) month.
- 4.7 Pursuant to article L. 443-8 of the French Commercial Code, the price of products sold by the Seller will be revised automatically, upwards or downwards, in the event of a fluctuation in agricultural raw materials of +/- 20% over a period of 3 months. Where applicable, the price change will be implemented, following a reminder from our company, within 2 weeks of the occurrence of these conditions.

5. PAYMENT TERMS

- 5.1 Payments will be made by bank transfer or credit card to the Seller's bank account, details of which appear on the Order Form.
- 5.2 Payment for orders in destination of Metropolitan France will be made under the following conditions:
 - First order: receipt of payment for the first order triggers delivery;
 - Following orders: thirty (30) days from the invoice date.
- 5.3 For export orders, delivery is triggered by receipt of full payment.

6. LATE PAYMENT

- 6.1 Non-payment by the Client of an instalment shall render all remaining sums due to the Seller immediately and automatically payable in full. In this event, the Seller has the right to:
 - To suspend any order from the Client that has not yet been delivered and to execute it only on receipt of full payment of the invoices due;
 - To refuse any future order until the remaining invoice has been fully paid.
- 6.2 In addition, any payment made after the payment deadline will, from the day following the payment date indicated on the invoice, result in the automatic application, without prior formal notice, of:
 - On the one hand, a flat-rate indemnity for recovery costs in the amount of forty (40) euros. If the costs incurred by the Seller exceed forty (40) euros, the Client shall reimburse the Seller for all costs reasonably incurred by it, including, but not limited to, legal or recovery agency fees;
 - On the other hand, a late payment penalty equal to three times the legal interest rate.
- 6.3 By express agreement, failure to pay on the due date will also result in the payment, as an additional fixed penalty, of compensation equal to 18% of the remaining sums due, in addition to any legal costs incurred by the Seller with a view to recovering its debt.

7. DELIVERIES AND COMPLAINTS

- 7.1 Deliveries are made to the address indicated by the Client at the time of ordering. In the event of an error in the Client's contact details, the Seller may not be held liable for the impossibility of delivering the product(s) as a result of this error.
- 7.2 The Client accepts that the Seller may make full or partial deliveries depending on the availability of the products.
- 7.3 Delivery times are only given as an indication when the order is confirmed, which the Client acknowledges and accepts. Delays in delivery may not directly or indirectly incur the liability of the Seller, nor give rise to compensations, indemnities, penalties or deductions of any kind whatsoever, nor give rise to cancellation of the order.
- 7.4 In the case of export, i.e. delivery outside Metropolitan France, products are delivered according to the EXW incoterm. In other words, the risks associated with the custody of the products are carried by the Client from the moment the products leave the Seller's premises or those of one of its service providers ensuring their storage. For deliveries in Metropolitan France, the products are delivered according to the DAP incoterm. In other words, the risks associated to the custody of the products are carried by the Seller up to the place of delivery indicated by the Client, who is responsible for unloading the products.

- 7.5 In the event of damages during transport (open parcels, repackaged parcels, torn parcels, unstacked pallets) or missing items, the Client is the only person able to check the condition of the goods on arrival. It is the Client's responsibility to express precise concerns (exact nature of the problem, number of packages concerned) on the delivery slip in the presence of the delivery person. The Client acknowledges that the words "subject to unpacking" have no legal value and that he/she must make specific reservations on the delivery note.) The Client shall settle any difficulties directly with the carrier without involving the Seller in any way whatsoever.
- 7.6 In the event of non-conforming delivery in terms of content, the Client must notify the Seller of any concerns by registered letter with acknowledgement of receipt or by email within two (2) working days of delivery. Goods that do not conform to the order must be kept and made available to the carrier designated by the Seller.
- 7.7 Any complaints about the quality of the products must be made in writing within 48 hours of receipt of the goods. Whatever the cause of the complaint, the Seller's liability is limited to the value of the goods found to be flawed. Returns shall be sent to the Seller, after prior written acceptance by the Seller, carriage paid and at the Client's sole risk. Returns made without the Seller's prior written agreement will be refused.
- 7.8 The Client may not invoke damage, loss or delay resulting from the transport of the products to refuse payment or delay payment.
- 7.9 **FREE SHIPPING** (except specific delivery conditions, on quotation):
 -Metropolitan France: €500 before tax.
 -Minimum order: €250 before tax. A fixed charge of €50 (before tax) will apply to all orders between €500 (before tax) carriage paid and €250 (before tax) minimum order.
 -EXPORT: minimum order of €500 before tax. Shipping costs are at the Client's charge.
- 8. INTELLECTUAL PROPERTY**
- 8.1 All trademarks registered by the Seller, and more generally all intellectual creations (illustrations, images, visuals, logos, etc.) used by the Seller for the marketing of its products, their accessories or their packaging, whether registered or not, are and will remain the exclusive property of the Seller.
- 8.2 Except for the purpose of selling the products, any total or partial reproduction, modification or use of these elements for any reasons and on any medium whatsoever, without the Seller's prior written authorization, is strictly prohibited.
- 8.3 Consequently, if the Client wishes to communicate and to make the promotion of the products and the marks of La Chambre aux Confitures, by a diffusion or reproduction of the products and the aforementioned marks, the Client will have to submit any project to La Chambre aux Confitures to obtain its written preliminary agreement.
- 9. RETENTION OF TITLE**
 The Seller retains ownership of the goods sold until full payment for the order has been received.
- 10. NO – EXCLUSIVITY**
 The GTCS apply within the framework of direct networks of distribution, without the intermediary of an agent, distributor or wholesaler. La Chambre aux Confitures has the right to modify at any time the way of distribution of its products by the designation of one or more agents, wholesalers or distributors of its choice. The order by the Client of the products of La Chambre aux Confitures confers him no exclusivity of resale of the products La Chambre aux Confitures, on some territory that it is.
- 11. FORCE MAJEURE**
 The Seller will not be held liable towards the Client or could not be regarded as having failed with the unspecified one of its obligations because of a delay in the execution or the non-execution of its obligations if this delay is due to a case of absolute necessity, within the meaning of the article 1218 of the Civil Code, which prevents the execution of its obligations by La Chambre aux Confitures.
- 12. LIABILITY**
 The Seller shall only be liable to the Client for damages arising directly from the performance and/or non-performance of its contractual obligations under the GTCS, it being understood that the Seller's total and cumulative liability shall under no circumstances exceed the price paid by the Client for the order in question.
- 13. PERSONAL DATA**
 The Client undertakes to comply with the laws applicable to personal data, namely Act No. 78-17 known as the Data Protection Act, as amended, and Regulation 2016/679 of 27 April 2016 on the protection of personal data.
- 14. GENERAL PROVISIONS**
- 14.1 If one or more clauses of the GTCS are held to be invalid or declared as such by application of the law, a decree or a regulation, or following a final decision by a competent court, the other clauses shall remain in force.
- 14.2 No partial or single exercise of any right, failure to exercise or delay in exercising any right, remedy or power by either party shall constitute a waiver by that party of any subsequent exercise of that right, remedy or power under the GTCS or otherwise by that party.
- 14.3 No part will be able, without the prior written consent of the other part, to yield, transfer, encumber, mortgage, subcontract or treat in any other way that it is, the totality or the unspecified one of its rights or obligations under the present GTCS. However, La Chambre aux Confitures is free to yield, transfer or subcontract the totality or the unspecified one of its rights or obligations by virtue of the GTCS to another company without soliciting nor to have to obtain the prior agreement of the Client.
- 15. APPLICABLE LAW – JURISDICTION**
- 15.1 The GTCS are governed by and construed in accordance with French law.
- 15.2 In the event of a dispute related to the sales carried out by La Chambre aux Confitures, the interpretation, the negotiation, the execution or the failure of execution of the GTCS and/or any order of the Client, jurisdiction is attributed to the competent courts of Paris, notwithstanding plurality of defendants or appeal in guaranteed.