

GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE FROM 01 OCTOBER 2022

These General Terms and Conditions of Sale (GTCS) have been drawn up in accordance with the principle of transparency which governs relations between NACTIS FLAVOURS and its customers and form an indissociable whole with the NACTIS FLAVOURS pricing conditions attached to the GTCS. In accordance with the provisions of article L.441-1 of the French Commercial Code, these GTCS constitute the basis of the commercial relationship between NACTIS FLAVOURS and its customers.

1. FIELD OF APPLICATION

The GTCS apply to all sales concluded between NACTIS FLAVOURS and its customers, for all orders placed from **01/10/2022**. Any deviation from the GTCS must be expressly accepted by NACTIS FLAVOURS, in writing, prior to the delivery of the products by NACTIS FLAVOURS. Failing this, any deviation from the GTCS shall be unenforceable against NACTIS FLAVOURS. The GTCS prevail over all other documents, whether issued by NACTIS FLAVOURS or the customer, unless otherwise agreed in advance in writing by NACTIS FLAVOURS.

2. AGRICULTURAL RAW MATERIALS

Given the diversity and multiplicity of our products containing agricultural materials, it is not possible to refer to price indicators in the GTCS, which do not, in any case, enter into the determination of the price of NACTIS FLAVOURS' products. NACTIS FLAVOURS will adjust its prices to take account the trend in the cost of the agricultural materials used in the composition of the products, so that these prices can absorb the said changes. The prices are only revised if there is a significant increase or decrease in the price of an agricultural material.

3. ORDERING

Any order placed by the customer implies his total and unreserved acceptance of the GTCS and its waiver of his general conditions of purchase. The order must include the reference of the products, the quantity ordered as well as the date, time and place of delivery desired. The order must be placed or confirmed by postal mail addressed to NACTIS FLAVOURS or by e-mail. The sale is formed by the written acceptance of the order by NACTIS FLAVOURS. In the absence of a written response within seventy-two (72) hours, and subject to strict compliance with the GTCS, the order shall be deemed to have been accepted. No modification of the order may be made after confirmation of the order, unless expressly agreed by NACTIS FLAVOURS.

4. PRICING CONDITIONS

The products are invoiced at the rates in force on the day of the order confirmation by NACTIS FLAVOURS. The prices are communicated in Euros, excluding VAT, ex NACTIS FLAVOURS factory and are understood to be per Kilogram (kg), per Litre (L) or per packaging unit. Unless otherwise agreed with the customer, the prices may be modified by NACTIS FLAVOURS at any time and without prior notice in order to take into account changes in the cost price and in particular the cost of purchasing raw materials, changes in exchange rates, the cost of delivery, the cost of manufacturing products (in particular the cost of energy), the cost of packaging or any changes linked to the legislative environment. NACTIS FLAVOURS shall, at the customer's request, provide information enabling the customer to understand the changes in the price. NACTIS FLAVOURS may grant its customers, under certain conditions, various price reductions. The discounts are deducted from the invoice on the product line. The application of the discounts and rebates granted is subject to the condition of full payment of the sums owed by the customer to NACTIS FLAVOURS in respect of orders placed.

5. DELIVERY

The minimum delivery time is fifteen (15) days, unless otherwise stated in writing on the order confirmation. Delivery times are given as an indication, unless expressly agreed otherwise in writing by NACTIS FLAVOURS. Delivery on time can only occur if the customer complies with all its obligations under the terms of the GTCS. The products are transported at the customer's risk, with the transfer of risk occurring after the products have been loaded by the carrier on the NACTIS FLAVOURS site. Unless otherwise agreed in writing and without prejudice to the foregoing stipulations, NACTIS FLAVOURS chooses the carrier. In the event of loss, damage or shortages, the customer is required to record the protests and reservations on the transport document upon receipt of the Products, and must imperatively date it, sign it and have it countersigned by the carrier or his representative. The customer must confirm its reservations and protests to the carrier by registered letter within three (3) working days of the date of receipt of the Products, in accordance with the provisions of Articles L. 133-3 of the French Commercial Code. A copy of this document must be sent to NACTIS FLAVOURS within the same timeframe. The existence of reservations expressed by the customer has no suspensive effect on the payment of NACTIS FLAVOURS' invoices.

6. PAYMENT

Invoices are payable no later than forty-five (45) days from the date of invoice, unless otherwise agreed with the customer. Payments are deemed to be made on the date on which the funds are made available to NACTIS FLAVOURS. Notwithstanding the above, the first order placed by a customer is payable in cash. NACTIS FLAVOURS accepts payment by postal orders, bills of exchange, promissory notes, bank transfers and cheques. No discount shall be granted for early payment. Any delay in payment, whether partial or total, on the due date shall automatically result in the immediate payment of a late payment penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. This interest shall run from the date on which it becomes due until the date of full payment. Notwithstanding the application of late payment penalties, any delay in payment shall automatically give rise to the payment by the customer of a fixed indemnity for collection costs, of a minimum amount of forty (40) euros, without prejudice to the right of NACTIS FLAVOURS to claim additional compensation, upon justification, when the collection costs incurred are greater than the amount of this fixed indemnity. A maximum amount outstanding is granted to each customer depending on the credit authorisation obtained from the Insurance or Financial Information Companies. In the event of insufficient information, NACTIS FLAVOURS will request payment for the Products before dispatch. Any delay in payment, whether total or partial, shall automatically and without the need for prior notice of default, result in all invoices issued by NACTIS FLAVOURS to the customer becoming immediately payable.

7. CLAIMS / LIMITS OF LIABILITY

Without prejudice to the stipulations of article 5, any reservation or dispute relating to the conformity of the Products, in particular with regard to its technical data sheet, must be notified by the customer to NACTIS FLAVOURS, by registered letter with acknowledgement of receipt, within seventy-two (72) hours of receipt of the products and must be justified by objective elements. NACTIS FLAVOURS will, at its discretion, replace or reimburse the non-conforming product, but may not under any circumstances be required to pay damages to the customer. The customer, a knowledgeable professional with sole knowledge of his core business, is responsible for defining and implementing his industrial process and for complying with the regulations applicable in the country in which the final products are sold. NACTIS FLAVOURS may not be held liable in any way in the event of difficulties encountered by the customer in the use of the products within the framework of its industrial process, which the customer expressly accepts and acknowledges. Any complaint by the client relating to invoicing or failure to respect the delivery deadline must be sent by registered letter with acknowledgement of receipt within eight (8) days from receipt of the invoice or delivery of the products, respectively. In the event of failure to comply with these deadlines, the customer will no longer be able to claim non-conformity of the products, a delay in delivery or dispute the amount shown on the invoice, which the latter expressly acknowledges and accepts. In any event, the customer shall refrain from refusing or returning the products or automatically deducting penalties from the amount of the invoice issued by NACTIS FLAVOURS for failure to meet a delivery date or delivery of non-compliant products. The liability of NACTIS FLAVOURS in respect of any claim whatsoever for any loss or damage arising out of or in connection with an order or the products delivered is limited to the amount covered by its public liability insurance policy. In no event shall NACTIS FLAVOURS be liable for any consequential or indirect damages, including environmental damages, loss of profit, loss of earnings or loss of business. Any claim relating to the execution by NACTIS FLAVOURS of an order, regardless of the cause and nature thereof, shall be barred within a period of twelve (12) months from the date of its delivery.

8. RETENTION OF TITLE

NACTIS FLAVOURS RESERVES THE EXCLUSIVE OWNERSHIP OF THE PRODUCTS DELIVERED UNTIL THE PRICE AND ALL RELATED COSTS HAVE BEEN PAID IN FULL. FULL PAYMENT SHALL BE DEEMED TO HAVE BEEN MADE ON THE DATE OF ACTUAL RECEIPT OF THE PRICE. THE ACCEPTANCE OF THE DELIVERY BY THE CUSTOMER IS EQUIVALENT TO THE EXPRESS AND UNRESERVED ACCEPTANCE OF THIS CLAUSE BY THE CUSTOMER, WHICH THE CUSTOMER EXPRESSLY ACKNOWLEDGES.

9. INTELLECTUAL PROPERTY RIGHTS

The customer shall refrain from modifying, reproducing or having reproduced, in whole or in part, the trademarks, designs and models, distinctive signs or any other intellectual property right held by NACTIS FLAVOURS, under penalty of prosecution, and/or from transmitting to third parties any information of any nature whatsoever allowing the total or partial reproduction of these rights.

10. RESOLUTORY CLAUSE

In the event of non-performance by the customer of its obligations and in particular in the event of non-payment, NACTIS FLAVOURS shall have the right to immediately suspend the orders and/or deliveries in progress until full payment of the price and/or may cancel the undelivered order(s), by operation of law, thirty (30) days after a formal notice of default has remained unsuccessful, without prejudice to any damages and interest.

11. FORCE MAJEURE / EXTERNAL EVENTS

NACTIS FLAVOURS reserves the right to suspend, cancel, delay or modify the performance of its delivery obligation, without giving the customer the right to make a claim, in the event of the occurrence of a case of force majeure as defined by the provisions of Article 1218 of the Civil Code, or an event beyond its control that prevents the normal execution of the order (such as, but not limited to, a strike, accident, disaster occurring at NACTIS FLAVOURS or at one of its service providers or a state of health emergency linked to a pandemic).

12. WAIVER

The fact that NACTIS FLAVOURS does not request the application of any provision of the GTCS may not be considered as a waiver of the right to invoke the benefit of this provision.

13. APPLICABLE LAW AND JURISDICTION

THE GTCS ARE SUBJECT TO FRENCH LAW. BY EXPRESS AGREEMENT, THE EXCLUSIVE JURISDICTION FOR ALL DISPUTES ARISING BETWEEN THE PARTIES IN CONNECTION WITH THEIR COMMERCIAL RELATIONSHIP IS THE JURISDICTION OF THE COURTS LOCATED IN THE AREA IN WHICH NACTIS FLAVOURS HAS ITS REGISTERED OFFICE, EVEN IN THE EVENT OF A WARRANTY CLAIM OR MULTIPLE DEFENDANTS.