



## Bio Ingredients Sarl General Terms of Business

### **1. Intuitu personae**

*The present contract/sale having been entered into intuitu personae, resulting rights and obligations may not be the subject in any way whatsoever of any transfer or transmission to any other person or entity, on a purely basis principal or additional, without the prior written approval of the seller.*

### **2. Property reserve**

*Merchandise delivered will remain property of the seller until full payment by the buyer of every due amount.*

### **3. Claims**

*3.1 Buyer engages to inspect the goods and to report any apparent non-compliance within five business days after receipt.*

*3.2 No refund can be requested without mention of reserves on the CMR, countersigned by our carrier.*

*3.3 Quality claims must be submitted by buyer before any processing, re-packing or distribution. Seller's liability cannot be engaged for damages resulting of further processing or distribution of a noticeably defective merchandise to any third parties.*

*3.4 Buyer agrees to make any possible analysis control, whether operated by an internal or external laboratory, within a maximum period of 30 calendar days from the date of delivery of the goods.*

*3.5 In case pesticide residues would be allegedly detected in the delivered merchandise through buyer's analysis, seller may accept to take back the goods without any charge, but shall not be automatically committed to replace it since conditions of availability inherent to organic farming does not always make it possible.*

*3.6 Potentially defective goods shall not be destroyed by the buyer in any case, except written agreement obtained from the seller. Claimed merchandise must be integrally returned to the seller. Without full restitution of goods delivered, the claim would be invalid and unacceptable.*

*3.7 Buyer shall not destroy for any reason any element of proof and must hold all of them at seller's disposal.*

*3.8 Buyer and seller commit to respect storage conditions mentioned in Bio Ingredient Sarl's technical specifications sheet.*

### **4. Payment**

*4.1 No discount shall be granted for advance payment.*

*4.2 Any delay in payment will give rise to a payment of interest at a rate equal to 3 times the legal interest rate in effect on the day of the dispute pursuant to the terms of article L.441-6 of Commercial Code. The creditor is also entitled to obtain from the debtor, a fixed sum of 40 euros as compensation for recovery costs, as per subparagraph 12 of article L.441-6.*

*4.3 In case of buyer would see his credit insurance reduced during the contract, seller will be entitled to change the payment term.*

### **5. Cancellation of contract and/or commitments**

*5.1 It is expressly agreed that in case of late payment by the buyer the present contract and or the commitments between seller and buyer will be resolved as a matter of right 15 days after a mere formal notice to pay having been of no avail, without the necessity for judiciary procedures.*

*5.2 The destruction by the buyer of any quantity of goods unpaid, therefore belonging to the seller, without prior written consent of the latter may result in immediate resolution of the contract without possibility for the buyer to claim any compensation for its non-performance.*

### **6. Force majeure**

*6.1 Seller will be released from the obligation to deliver for all unforeseeable circumstances and force majeure. Are considered as unforeseeable circumstances and force majeure all events independent of our will and impeding our normal operation and delivery, particularly but not exclusively, war, riot, total or partial strikes, floods, storms and fires, gel, damages or interruption of transport, power supply, packaging, supply failure by our suppliers for example due to the loss or suspension of the organic certification of the producer or the exporter.*

*6.2 Seller will inform the buyer in a timely manner in case any of the above mentioned events would succeed.*