

GENERAL TERMS OF SALES

CLAUSE 1. SCOPE

These General Terms and Conditions of Sale (“**Terms & Conditions**”) apply to all sales of products (“**Products**”) by SOBAC (company registration No. 384 720 561) (“**SOBAC**”) to business clients (“**Client(s)**”).

Placing an order for Products with SOBAC implies full and unqualified acceptance of the latest applicable version of the Terms & Conditions. SOBAC will not be bound by any different and/or conflicting terms stipulated by Client unless it has accepted them in advance and in writing, regardless of when and how Client informed SOBAC of the term(s) in question. The French version alone of the Terms & Conditions is binding and will prevail over any translations.

CLAUSE 2. PRODUCTS

The Products are described in the commercial documentation provided by SOBAC. Product characteristics, photographs, and all details in respect of weight, composition, colours, packaging and any other specifications are given for information only, and are neither contractually binding nor indicative of any guarantee from SOBAC that Products ordered will conform to such information. In particular, Products may differ or diverge from the details given in the commercial documentation in certain respects without this affecting their compliant composition and intended use; Client will have no right of claim in such cases.

SOBAC reserves the right to make any modifications or improvements to Products or their characteristics to satisfy any legal, regulatory or competitive requirements or for any other reason it deems necessary.

CLAUSE 3. ORDERS

Product orders must be: (i) placed using an order form sent by either Client or SOBAC’s sales department, and (ii) confirmed by the receiving party (SOBAC’s sales department or Client, as applicable). Order forms and confirmations may be sent by any written means. SOBAC shall in all cases append the Terms & Conditions to its order form or confirmation (as applicable). When orders are taken directly from Clients on site, Client must either (i) sign the order (by hand or electronically) or (ii) send an order confirmation by any written means. In all events, SOBAC’s delivery of Products constitutes valid formation of a sales contract.

SOBAC will only accept orders for Products that are physically available. SOBAC reserves the right to require a deposit on certain orders. Likewise, if Client has a poor credit rating (due to insolvency, previous payment incident, etc.), SOBAC may require certain guarantees (full payment in advance, bank guarantee, personal guarantee from the company director, etc.) on any orders it places. Client can only amend firm and final orders with SOBAC’s prior written consent. Amendments to firm and final orders may result in delivery delays and additional costs. SOBAC will not be required to refund any deposit or advance payment received in the event that Client cancels a firm and final order.

Client cannot claim any free Products for trial periods, testing or similar, unless SOBAC’s technical department has given its prior written consent.

CLAUSE 4. DELIVERY – TRANSFER OF RISK

Unless otherwise agreed, SOBAC may either deliver Products itself or subcontract deliveries to an independent carrier. Client must ensure that the delivery site agreed upon as well as the access to such site allows for deliveries using large goods vehicles.

SOBAC indicates delivery times based on the Products ordered (nature and quantity), the period of activity and any procurement or shipping constraints relevant to SOBAC and/or its suppliers. Delivery times are given as a guide only. Delivery delays will not entitle Client to any penalties, compensation, refunds, discounts, credit and/or order cancellation unless it can demonstrate prejudice and provide proof of the losses sustained, and not in any circumstances when the delay is due to *force majeure*, within the meaning of this term in the French Civil Code and these Terms & Conditions. SOBAC will only deliver Products to Client when the latter has satisfied its obligations towards SOBAC.

SOBAC processes orders according to order of receipt, and may therefore make partial deliveries in certain cases. Client can only postpone delivery of an order with SOBAC’s prior written consent. If delivery should prove impossible (for reasons not attributable to SOBAC) and/or if Client fails to collect Products at the agreed time and place, SOBAC will automatically be entitled to: (i) charge a penalty of €100 per hour commenced beyond the first hour’s delay as from the Products being made available at the agreed time and place; (ii) charge Client in full for the additional costs incurred as a result of onward transportation and/or extended storage of the Products; (iii) cancel the order and sell the Products in question to another party.

Unless otherwise agreed, Product deliveries and the associated transfer of risks will be: (i) CPT (Carriage Paid To – Incoterm 2020) for all sales within Metropolitan France; (ii) EXW (Ex-Works – Incoterm 2020) for all export sales, unless indicated otherwise on the order form and invoice.

CLAUSE 5. PRICE AND PAYMENT TERMS

The prices charged for Products will be those applicable when Client places its order. All prices are given in euros (€), excluding value-added tax (excl. VAT) and, unless otherwise agreed, do not include

delivery. Client shall bear all taxes, duties, fees and other costs payable in addition to the price. Client will not be entitled to any discounts other than those expressly offered by SOBAC’s sales department.

Unless otherwise agreed or indicated, all invoices will be payable on receipt. There will be no discount for early payment. Client cannot suspend payment or offset it against any sums owed to it by SOBAC further to any alleged delivery delays and/or non-conformities, unless it can demonstrate prejudice and provide proof of the losses sustained and SOBAC has agreed to the suspension or offsetting in writing.

If Client fails to make any payments when due, SOBAC will be entitled to late-payment interest, calculated at the ECB’s base rate plus 10 percentage points, as well as a fixed penalty of €40 for recovery costs. The above will be without prejudice to SOBAC’s right to suspend any outstanding orders, to demand specific payment guarantees for future orders, and to require immediate payment of all debts pending.

Client shall take all necessary steps to preserve Product quality and respect their intended use. In particular, Client shall: (i) use appropriate equipment to unload Products; (ii) keep Products in a dry place, protected from frost and damp; (iii) scrupulously comply with all instructions and recommendations given in respect of Product packing, storage, presentation and use. SOBAC accepts no liability for any losses sustained as a result of any party packing, storing, presenting and/or using Products other than in accordance with the above provisions and the Products’ nature and intended use.

CLAUSE 6. COMPLIANCE AND WARRANTIES

1.1. Inspection on Delivery

Upon delivery, Client must check the condition, quantity and quality of Products received and confirm the absence of apparent defects. Client must record any complaints, claims or qualifications on the delivery slip, confirming them to both the carrier and SOBAC by any written means within 48 hours of Product delivery. Failure to do so may affect Client’s rights of claim against the carrier.

1.2. Product Compliance

In signing the delivery slip without adding any qualifications, Client unconditionally accepts the delivery and confirms that the Products delivered correspond to the quality and quantity ordered. Client must in all events inform SOBAC of any complaints, claims or qualifications regarding Product compliance within two business days of delivery, by any written means.

1.3. Latent Defects

The warranty against latent defects only covers those defects already present when the risks transfer to Client. Claims under this warranty must be made within 30 calendar days of delivery of the Products, by letter sent to SOBAC recorded delivery with return receipt requested.

1.4. Faulty Products

SOBAC accepts no liability, on the grounds of faulty products pursuant to Sections 1245 et seq. of the French Civil Code, for damage to property that is not for the victim’s own personal use or consumption.

1.5. Commercial Warranty

SOBAC shall provide a commercial warranty on the Products, the terms and exclusions of which are detailed in the Appendix to these Terms & Conditions.

1.6. Product Returns

Client must obtain SOBAC’s prior written consent for any Product returns, regardless of the grounds for its claim. SOBAC’s consent will be conditional upon compliance with all terms of Clauses 7.1 to 7.4 above. SOBAC reserves the right to carry out any on-site inspections and checks further to any complaint from Client. Client must keep the Products unchanged and facilitate all inspections and checks by SOBAC or its agent. If SOBAC agrees to a Product return, Client remains responsible for the Products and bears the associated risks until their receipt by SOBAC.

When SOBAC accepts a Product return, regardless of the grounds for Client’s claim (non-compliance, latent defects, faulty item, etc.), its liability is strictly limited, at its own discretion, to either: (i) replacement of the Products in question with identical or similar Products, or (ii) issuance of a credit note to Client. SOBAC will not be liable for any other compensation, damages, consequential losses, discounts and/or penalties whatsoever in respect of Products returned.

1.7. Limitation of Liability

Client will not be able to make any claim in respect of Products or seek to hold SOBAC liable on any legal grounds whatsoever (non-compliance, latent defects, faulty item, etc.): (i) beyond the time periods stipulated under Clauses 7.2 and 7.3; (ii) if it does not allow SOBAC to verify the claim; (iii) if any party has failed to comply with SOBAC’s instructions for packing, storage, presentation and/or use of Products, as stipulated under Clause 6; and (iv) in any circumstances, beyond twelve

(12) months after the point at which Client became aware or should have become aware of the issue.

CLAUSE 7. RETENTION OF TITLE

Title to Products remains vested in SOBAC until Client has paid the price in full, inclusive of any extra costs or interest owed. If the price is not paid in full, SOBAC may pursue all claims available to it under this retention of title clause. In such circumstances, and if SOBAC so requests (by letter sent recorded delivery with return receipt requested), Client must return the Products in question, at its own risk and without prejudice to SOBAC’s right to retain any partial payment received.

CLAUSE 8. INTELLECTUAL PROPERTY

SOBAC exclusively retains all rights (whether or not constituting intellectual property rights) relating to the names, trademarks, designation, characteristics, specifications, composition and more generally all elements connected with Products. Client shall at all times refrain from using, reproducing, disseminating, exploiting, modifying, distorting, invalidating and/or infringing any of SOBAC’s rights over Products in any way whatsoever.

CLAUSE 9. FORCE MAJEURE

SOBAC cannot in any circumstances be held liable when prevented from performing its obligations under these Terms & Conditions by an event of *force majeure*. In addition to the circumstances covered by Section 1218 of the French Civil Code and those customarily recognised as *force majeure* by the French courts, for the purposes of these Terms & Conditions *force majeure* shall also include the following (without limitation): wars, riots, epidemics and pandemics, natural disasters, floods, fires in all or part of SOBAC’s or its suppliers’ premises, strikes by all or part of SOBAC’s or its suppliers’ staff, embargoes, governmental and/or legal restrictions, mandatory closures of SOBAC’s or its suppliers’ establishments ordered by any competent authority, transport and/or communications disruption, and temporary or permanent issues with supply availability.

CLAUSE 10. GOVERNING LAW – DISPUTES

Sales of Products under these Terms & Conditions are governed by the provisions of French law; the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods does not apply. Any contract or tort disputes arising in connection with these Terms & Conditions that cannot be resolved between the parties will be heard by the courts with jurisdiction within the district covering SOBAC’s registered office, including when involving multiple defendants, interlocutory applications or summary proceedings.

Appendix – Commercial Warranty

Term: SOBAC’s Product warranty is valid for eight months as from delivery, except for Products from the “UAB” range (designed for organic farming compliant with current standards), for which the warranty is valid for six months as from delivery.

Inspections: Before accepting any warranty claim, SOBAC must first be allowed to examine the Products to confirm that they are defective. SOBAC reserves the right to carry out or commission any third party to carry out inspections and checks in respect of the alleged defects. Accordingly, Client must facilitate the above-mentioned inspections and checks by SOBAC or any third party it has appointed for such purposes.

Application: SOBAC shall replace defective Products with Products offering the same essential qualities. It will not offer any other form of compensation. Ownership of Products returned and replaced under this commercial warranty transfers back to SOBAC as from its receipt of the Products in question. Risks in connection with Products returned will remain with Client until the Products reach SOBAC’s premises. Acceptance of a claim under this commercial warranty will not entail any extension of the initial warranty period stipulated above.

Exclusions: Client will not be entitled to make any claims under this commercial warranty or otherwise for any defects or problems with Products resulting from, in particular:

(i) non-compliant use of the Products:

- incorporation or addition of new elements or materials,
- changes or modifications to, or the removal of, certain component elements,
- improper storage (see Clause 6 of the Terms & Conditions), or
- use after an unreasonably long period of time, rendering the Products inactive;

(ii) the influence of any third party or element unconnected to either the user or the Products:

- Products destroyed or rendered defective through contact with any external elements,
 - Products rendered defective through the application or incorporation of other active products (in particular due to combined use with chemicals such as anti-bacterial or fungicide treatments), or
- Products rendered unusable as a result of fire, water, a natural disaster or any event constituting *force majeure* within the meaning of French law and the Terms & Conditions.