

# GENERAL PURCHASE CONDITIONS

IN FORCE ON APRIL 19, 2016

## ARTICLE 1 – Scope of application

These General Purchase Conditions (hereinafter referred to as “GPC”) define the terms applicable to all purchases of goods or services (referred to after as product(s)) between NUTRISET and its Suppliers. These GPC prevail over all general or special terms of sale issued by Supplier that have not been accepted in writing by NUTRISET.

## ARTICLE 2 – Orders

An order is required for all purchases made by NUTRISET. The order includes the reference of the product or service purchased and, if applicable, the quantity ordered, the unit of sale invoiced (e.g.: sale price per kg or per ton, etc.), the packaging (e.g.: bib bag, bag,...), the price, a fixed delivery date, the terms of delivery (ICC Incoterms 2010), the mode of payment and payment time and a signature by a duly authorised person.

The order is deemed accepted by Supplier if Supplier fails to indicate otherwise within forty eight (48) hours after the purchase order has been sent. When Supplier has not confirmed the order or responded within forty eight (48) hours, NUTRISET is entitled to change or cancel the order provided it informs Supplier.

Once accepted by Supplier, the order is a firm and final commitment on its part entailing its acceptance of these GPC unless stated otherwise in writing and formally accepted by NUTRISET.

## ARTICLE 3 - Payment of price

Subject to acceptance of the deliveries by NUTRISET, payments are made within forty five (45) days from the end of the month of the date of issue of Supplier's invoice. Periodic invoices, as defined by the French general tax code, are payable within forty five (45) days from their date of issue. There is no systematic payment of advances on orders (down payments or deposits), unless expressly stipulated in the order.

## ARTICLE 4 – Deliveries

### 4.1. Packaging

Products must be correctly and adequately packaged in suitable packaging according to the type of products and the precautions to be taken to protect them from bad weather, corrosion, loading or unloading accidents, transport and storage constraints, vibrations or shocks, etc. Parcels shall be clearly identified by reference to the corresponding NUTRISET purchase order. The purchase order may specify other packaging and/or labelling instructions.

Supplier shall be liable for broken, missing and damaged items resulting from incorrect or inadequate packaging, marking or labelling.

### 4.2. Delivery dates

The delivery dates requested by NUTRISET and accepted by Supplier are a substantial condition of the contract. Supplier will be fully liable for any late delivery and will bear all the prejudicial consequences, direct or indirect, without prejudice to NUTRISET's right to:

- apply default penalties of 0.5% per day of delay up to a limit of 10%,
- request the cancellation of the sale due to the fault of Supplier,
- replace Supplier, at Supplier's expense.

Should Supplier fails to deliver the order, in all or part, NUTRISET shall automatically withhold payment, until the products ordered have been delivered in full or, if payment has already been made, the sums paid by NUTRISET shall be immediately returned.

### 4.3. Acceptance/Warranty

Supplier warrants that the products delivered comply in all respects with NUTRISET's order and are free from any defects/faults. As such, NUTRISET will benefit from the Manufacturer's warranty relating to the products delivered.

The products delivered are subject to acceptance by NUTRISET. If applicable, receipt by NUTRISET is only final after quantitative and qualitative controls have been carried out by its quality department or, if applicable, by its technical department for services provided. In the event of non-conformity, NUTRISET will have the choice between:

- requesting the cancellation of the sale due to the fault of Supplier and/or replacing seller, at Supplier's expense, after establishing and notifying the non-conformity to Supplier;
- obtaining the immediate replacement of the non-conforming products by identical products under the same price conditions, at Supplier's expense, without prejudice to compensation that might be claimed by NUTRISET for all the direct and indirect financial consequences resulting from the delays caused.

## ARTICLE 5 – Force majeure and incapacity

Neither Supplier nor NUTRISET will be liable for a late delivery or any other contractual non-fulfilment in the event of strike, demonstration, riot, agitation, civil unrest, natural disaster or government constraints/restrictions or any other unforeseeable event outside the control of the hindered Party. NUTRISET and Supplier will meet to decide on how to handle the order.

## ARTICLE 6 – Intellectual property

Any document/information sent by NUTRISET to Supplier for the purpose of the order is and remains the exclusive property of NUTRISET.

Supplier guarantees that the products delivered are not likely to be the subject of claims by a third party on the basis of an infringement of an intellectual property right.

## ARTICLE 7 – Invoicing

Invoices, which will be sent to NUTRISET, shall include all the information mentioned in Article L. 441-3 of the French commercial code as well as the NUTRISET order number. Invoices shall also include: the customs code, the products' country of origin, the products' shipment address, the Incoterm 2010, the products' net weight and the products' final recipient. In case of periodic invoice, these information has to be provided for each delivery of products.

## ARTICLE 8 – Passing of property

Except in the event of refusal or return, property will pass on the payment in full of the price of the products ordered.

## ARTICLE 9 – Publicity/Confidentiality

NUTRISET does not authorise Supplier to use the fact that it is working with NUTRISET for the purposes of promoting its business. In addition, Supplier undertakes to keep confidential the terms and conditions of its business relationship with NUTRISET. Supplier also undertakes to take all measures to prevent the disclosure of information received for the purposes of a NUTRISET order.

## ARTICLE 10 – Social and environmental responsibility

The Supplier and his employees are committed to attain the fundamental principles of social and environmental responsibility and acknowledge being compliant within the laws and regulations applicable to the countries in which they operate.

In case of a serious breach by the Supplier or his employees, NUTRISET shall be entitled to terminate the contract / order forthwith and to end any collaboration without additional cost to NUTRISET and without prejudice of damages that might be claimed by NUTRISET.

## ARTICLE 11 – Insurance

Supplier undertakes to take out and pay for the necessary insurance policies to cover its liability for physical injury and material or consequential damages arising from the orders fulfilled.

## ARTICLE 12 – Sub-contracting/Assignment of rights

Supplier is not authorised to assign or sub-contract its rights or obligations without NUTRISET's prior agreement in writing.

## ARTICLE 13 – Validity

Any clause of these GPC that contradicts an applicable law shall become inapplicable to the maximum extent required by this law without altering the other provisions of these GPC.

## ARTICLE 14 – Governing law - Jurisdiction

By express agreement between Supplier and NUTRISET, these GPC and the resulting purchases and sales are governed by French law exclusively. They are written in French and if translated into one or more languages, the French text alone will be authoritative in the event of a dispute.

All disputes will come under the exclusive jurisdiction of the Rouen Commercial Court in France, notwithstanding any clause to the contrary in Supplier's terms and conditions, or any of its commercial documents (order confirmation, delivery notes, invoices, etc.).