

## TERMS AND CONDITIONS OF SALE COOPENOIX AND CT NOIX

### • Article 1 • Subject and scope

The present Terms and Conditions of Sale (TCS) are attached to any commercial offer from the company COOPENOIX (RCS Grenoble: 384735221) or CT NOIX (RCS Grenoble: 477933584), a subsidiary of COOPENOIX (hereinafter indifferently referred to as COOPENOIX for convenience). They are also available at any time on [www.coopenoix.com](http://www.coopenoix.com) and reproduced on COOPENOIX invoices and delivery notes. The placing of an order by a Client, whether written or oral, implies acceptance of the entirety of these general terms and conditions of sale, which prevail over any other document of the Client, and in particular over any general terms and conditions of purchase. Even in the absence of a prior written offer, the present TCS shall be deemed to have been accepted, as soon as the Client has a regular business relationship with COOPENOIX.

The present TCS apply to all sales of products by COOPENOIX, unless a specific agreement prior to the order has been agreed in writing between the parties.

If at any moment COOPENOIX does not avail any of the clauses herein, this fact shall not constitute a waiver of the right to make use of such clauses at a later date.

### • Article 2 • Orders

Any offer by COOPENOIX is valid only for a period of 15 days from the date of issue. The contract will be entered into only when COOPENOIX receives a purchase order in full compliance with its offer or, in the case of an oral order, upon confirmation of the order by COOPENOIX. COOPENOIX reserves the right to refuse an order from a Client for whom one or more invoices remain unpaid at the date of the order. The orders sent to COOPENOIX are irrevocable for the Client, except in case of acceptance by us in writing.

### • Article 3 • Delivery / Transfer of risks

3.1 - Delivery deadlines are mentioned only for informative and indicative purposes and mainly depend on the availability of carriers and the sequence in which orders are received. The delivery deadline starts from the date of receipt of the compliant order or from the date of receipt of the advance payment, if any.

COOPENOIX strives to meet the indicated delivery deadlines on acceptance of the order based on the reference logistic time in the profession, and to carry out the orders, except in case of force majeure or circumstances beyond its control as defined in Article 9 herein. Delivery delays shall not give rise to any penalty or compensation or result in the cancellation of the order.

3.2 - The products will be delivered, and the risks will be transferred to the client, according to the incoterms stipulated in the order.

-3.3 - In the event of damage or apparent defects in the goods delivered or of missing goods, it is the responsibility of the Client to make all necessary reservations on the carrier's consignment note and to immediately inform the Customer's contact person at COOPENOIX in writing (by e-mail or by registered letter), and at the latest within the period of 3 days stipulated in article L.133-3 of the French Commercial Code, in order to preserve COOPENOIX's recourse against the carrier.

Any product that has not been the subject of reservations according to the above procedure will be considered accepted by the Client.

It is up to the Client to provide any justification as to the reality of the defects observed, as COOPENOIX reserves the right to carry out, directly or indirectly, any observation and verification on site.

No goods may be returned by the Client without the express prior written agreement of COOPENOIX.

When, after an inspection, an apparent defect or missing good is effectively noted by COOPENOIX, the Client may only request COOPENOIX to replace the non-conforming products and/or to make up for the missing goods at COOPENOIX's expense, without the Client being able to claim any compensation or to cancel the order.

-3.5 - In case of total non-payment of an overdue invoice, COOPENOIX reserves the right to suspend any delivery in progress and/or delivery to be made.

### • Article 4 • Rate / Price

The prices are fixed by the rates applicable on the day of placement of the order. They are always exclusive of taxes.

In accordance with article L.443-4 of the Commercial Code, the Client is hereby informed that the prices of the products have been fixed and may be revised at any time throughout the season (after prior notice to the Client), taking into account the following indicators:

- indicator relating to the relevant costs of production in agriculture: Monthly agricultural producer price indices (IPAMPA), available below: <https://www.insee.fr/fr/statistiques/serie/010538730>
- indicator relating to the price of agricultural and food products observed on the market on which the buyer operates: the average monthly RNM price quotation for Grenoble PDO dry walnuts France cat. I +30mm € excl. tax per kg (wholesaler), available on the website <https://rnm.franceagrimer.fr/prix?NOIX>
- indicators relating to the quantities, composition, quality, origin and traceability of the products or compliance with specifications: the average monthly RNM price quotations for each type of Grenoble PDO walnut, according to its species, size and type of packaging, available on the website <https://rnm.franceagrimer.fr/prix?NOIX>

• **Article 5 • Terms of payment**

In the event of late payment, an indemnity calculated on the basis of a monthly interest rate of 5%, as well as a statutory fixed charge for debt collection of 40 euros, shall be payable in accordance with Article L 441-6 of the Commercial Code. An additional compensation may be claimed on presentation of receipts when the debt collection charge is higher than the statutory fixed charge. All costs incurred in the debt collection shall be borne by the Client.

• **Article 6 • Retention of title**

IN ACCORDANCE WITH ARTICLE L 624-16 OF THE COMMERCIAL CODE, THE GOODS DELIVERED REMAIN THE PROPERTY OF COOPENOIX UNTIL FULL PAYMENT OF THE PRICE BY THE CLIENT. IN THE EVENT OF NON-PAYMENT OF THE TOTALITY OF THE PRICE REMAINING DUE BY THE CLIENT, AND AFTER THE EXPIRY OF A PERIOD OF 8 DAYS FOLLOWING THE SENDING OF A REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT BY COOPENOIX WHICH HAS REMAINED UNSUCCESSFUL, THE CONTRACT WILL BE TERMINATED RIGHTFULLY, AND COOPENOIX WILL BE ABLE TO CLAIM OWNERSHIP OF THE GOODS SOLD, IN ACCORDANCE WITH THE CONDITIONS PROVIDED FOR IN ARTICLES L.624-9 ET SEQ. OF THE COMMERCIAL CODE. THESE PROVISIONS DO NOT PREVENT THE TRANSFER TO THE CLIENT, FROM THE TIME OF DELIVERY, OF THE RISKS OF LOSS OR DETERIORATION OF THE PRODUCTS.

• **Article 7 • Guarantee**

COOPENOIX guarantees its products from the date of shipment to the 'Best before' date on each product ('Use by' date). Defects and deterioration of the products delivered as a result of (i) abnormal storage and/or conservation conditions at the Client's premises, in particular the failure to comply with the temperature or humidity conditions recommended by COOPENOIX, or (ii) their processing according to methods not recommended by COOPENOIX, or (iii) shock, accident, negligence, (iv) intentional deterioration, shall not entitle the Client to the guarantee due by COOPENOIX. Under this guarantee, COOPENOIX will be responsible only for the replacement of defective products without charge, without the Client being entitled to claim compensation for damages for any reason whatsoever. It shall cease as of right if the Client has not notified COOPENOIX of the alleged defect within 3 clear days of its discovery. It is the Client's responsibility to provide proof of the defect on the day of its discovery.

• **Article 8 • Limitation of liability**

COOPENOIX may not be held liable for any indemnity or compensation whatsoever for any indirect damages, including loss of business, loss of customers, loss of profit, damage to brand image, or any claim by a third party that may result from a failure by COOPENOIX to fulfil its contractual obligations. In any case, the liability for direct damages resulting from faults attributable to COOPENOIX is limited, all causes combined, to a sum not exceeding the amount of the Product Order that caused the damage or, if this amount is deemed inapplicable, to the amount of the maximum guarantee provided for by its professional civil insurance policy.

• **Article 9 • Force majeure**

Force majeure or Act of God is considered to be events beyond the control of the parties which they could not reasonably be expected to foresee, and which could not reasonably be avoided or overcome, to the extent that their occurrence makes it entirely impossible to fulfill obligations. In particular, the following shall be deemed to be cases of force majeure or Act of God, releasing COOPENOIX from its obligation to deliver within the time limits initially provided for: strikes by all or part of the COOPENOIX staff or its usual carriers, fire, floods, production stoppages due to accidental breakdowns, epidemics or pandemics, roadblocks, disruption in supply for causes not attributable to COOPENOIX, inclement weather (hail, harsh winds) affecting the transport of Products.

Under such circumstances, COOPENOIX shall notify the Client in writing by fax or e-mail within 72 hours of the occurrence of the events, with the contract binding COOPENOIX and the Client being automatically suspended without compensation from the date of occurrence of the event.

If the event lasts longer than 30 days from the date of its occurrence, the contract of sale entered into between COOPENOIX and the Client may be terminated by the first party to take action by sending a registered letter with acknowledgement of receipt, without either party being entitled to claim damages.

• **Article 10 • Governing law - Dispute settlement**

In the event of a dispute relating to these general terms and conditions, their validity, interpretation and violation shall be governed by French law.

THE PARTIES AGREE TO ENDEAVOUR TO SETTLE AMICABLY, WITHIN A PERIOD OF ONE MONTH, ALL DISPUTES ARISING FROM THE CONCLUSION, INTERPRETATION, EXECUTION OR TERMINATION OF THESE TERMS AND CONDITIONS. IN THE ABSENCE OF AN AMICABLE AGREEMENT UNDER THE CONDITIONS PROVIDED FOR IN THE PREVIOUS PARAGRAPH, ANY DISPUTE BETWEEN THE PARTIES RELATING TO THE CONCLUSION, INTERPRETATION, EXECUTION OR TERMINATION OF THESE GENERAL TERMS AND CONDITIONS, FOR WHATEVER REASON, AS WELL AS ANY CONSEQUENCES THAT MAY RESULT, SHALL BE REFERRED TO THE COMMERCIAL COURT OF GRENOBLE, REGARDLESS OF THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS, INCLUDING IN THE EVENT OF MULTIPLE RESPONDENTS, THIRD-PARTY APPEAL OR URGENT OR PREVENTIVE MEASURES, BY APPLICATION FOR SUMMARY PROCEEDINGS OR BY PETITION.