

**GENERAL TERMS AND CONDITIONS OF SALE COOPENOIX**  
**Effective as of January 1<sup>st</sup>, 2026**

**Article 1 – Purpose / scope of application**

These General Terms and Conditions of Sale (hereinafter referred to as the “GTCS”) of the company **COOPENOIX** (registered with the Grenoble Trade and Companies Register under number 384 735 221) constitute the sole basis for commercial negotiations between the parties. They shall apply automatically and without restriction to any natural or legal person acting in a professional capacity and providing evidence thereof by means of any supporting document (hereinafter the “Buyer”) placing an order for products (hereinafter the “Product(s)”) with COOPENOIX or its subsidiary CT NOIX (registered with the Grenoble Trade and Companies Register under number 477 933 584) (hereinafter the “Seller”). The Buyer and the Seller are hereinafter collectively referred to as the “Parties.”

Any order of Products implies full and unconditional acceptance by the Buyer of these GTCS, notwithstanding any conflicting stipulation contained in the Buyer's contractual documents, unless otherwise expressly agreed in writing and duly accepted by the Parties.

Any verbal commitment made by the Seller shall only be valid upon written confirmation by the Seller.

The fact that the Seller does not invoke any provision of these GTCS at any given time shall not be construed as a waiver of its right to invoke the same provision later.

These GTCS are drafted in French and translated into English. Only the French version shall prevail.

**Article 2 – Orders**

**2.1.** The Buyer wishing to place an order for Products with the Seller shall submit a purchase order (hereinafter the “Purchase Order”) to the Seller by any written means, clearly expressing the Buyer's intention to acquire Products. The Purchase Order shall specify, in particular, the product references, the quantities ordered, delivery lead times, prices, delivery location, and delivery terms; it shall either incorporate or make express reference to the GTCS.

The order shall be deemed final (hereinafter the “Order”) only upon the Seller's written confirmation of the Purchase Order. In the absence of such confirmation, the Order shall be deemed rejected. The Seller's confirmation is the only document evidencing the scope of the Seller's commitments and, as such, shall be the sole document binding upon the Seller in the event of any dispute (including, but not limited to, quantity, conformity, deadlines, shortages, etc.).

Acceptance of an Order may be subject to the provision of guarantees by the Buyer. Any request to modify an Order must be received no later than forty-eight (48) hours following issuance of the Purchase Order. In any event, the Seller reserves the right to accept or refuse any modification, without incurring any liability in the event of refusal. Any modifications made after the confirmation of the Order may result in additional costs, which shall be communicated to the Buyer for approval, and/or delays in the delivery of the affected Order, without the Seller being held liable in this regard. Any cancellation of an Order by the Buyer shall render the Buyer liable and shall entitle the Seller to compensation for all resulting damages and losses.

**2.2.** Any offer issued by the Seller shall remain valid for a period of fifteen (15) calendar days from the date of issuance.

**2.3.** In any event, the Seller reserves the right to refuse any Order from a Buyer with one or more outstanding unpaid invoices as of the date of the Order.

**Article 3 – Delivery / Transfer of risk**

**3.1.** Delivery times are provided for informational and indicative purposes only; they depend in particular on the availability of carriers and the order in which Orders are received. The delivery period begins on the date of the Seller's confirmation of the Order or, where applicable, upon receipt of the deposit.

The Seller shall make every reasonable effort to comply with the delivery times indicated upon acceptance of the Order, based on the standard logistics timeframe in the industry, and to fulfil Orders, except in cases of force majeure or circumstances beyond its control, as defined in Article 9 herein.

Delays in delivery shall not give rise to any penalties or damages, nor shall they justify the cancellation of the Order.

**3.2.** The Products shall be delivered, and the risk shall transfer to the Buyer, in accordance with the Incoterm specified in the Order.

**3.3.** It is the Buyer's responsibility, in the event of damage, visible defects, or missing items upon delivery, to make all necessary reservations on the carrier's delivery note and to notify their contact at the Seller in writing (by email or registered letter with acknowledgment of receipt), no later than within the three (3) day period provided

under Article L.133-3 of the French Commercial Code, in order to preserve the Seller's rights of recourse against the carrier.

Any Product not subject to such reservations in accordance with the above procedure shall be deemed accepted by the Buyer.

The Buyer shall provide all necessary evidence of the alleged defects. The Seller reserves the right to carry out, directly or through a third party, any inspection or verification on site at the Buyer's expense.

In any event, the Buyer is strictly prohibited from refusing Products and/or returning Products and/or destroying Products and/or unilaterally applying penalties, unless the Seller has been given the opportunity to verify the validity of the complaint and has provided its prior written consent.

Where, after inspection, a visible defect or missing item is duly confirmed by the Seller, the Buyer shall only be entitled to the replacement of the non-conforming Products and/or the delivery of the missing quantities at the Seller's expense, to the exclusion of any other form of compensation or cancellation of the Order.

Any Product whose return has been accepted by the Seller shall remain under the Buyer's responsibility until it is actually collected by the Seller, particularly with regard to compliance with normal storage conditions and applicable transport regulations for perishable food products.

**3.4.** In the event of full non-payment of an invoice that has fallen due, the Seller reserves the right to suspend any ongoing and/or future deliveries.

**Article 4 – Pricing / Prices**

**4.1.** Prices are determined according to the price list in effect on the date of issuance of the Purchase Order and shall be confirmed by the Seller upon confirmation of the Order. Prices are always expressed in euros and exclusive of taxes.

The price listed shall be increased, at the time of invoicing, by all taxes and contributions applicable to the sale of the Products in effect at the time of the Seller's confirmation of the Order.

**4.2.** In accordance with Article L.443-4 of the French Commercial Code, the Buyer is hereby informed that the prices of the Products are set and may be revised at any time during the season (subject to prior notification to the Buyer and under the conditions defined below) based on the following indicators:

- **Indicator of relevant agricultural production costs:** the monthly index *Indice mensuel des prix agricoles à la production (IPPAP) – Noix*, available at: <https://www.insee.fr/fr/statistiques/serie/010776709>
- **Indicator of prices of agricultural and food products observed on the market in which the Buyer operates:** the RNM monthly average wholesale quotation for *Grenoble PDO dried walnuts, France, Category I, +30mm, excl. VAT per kg*, available at: <https://rnm.franceagrimer.fr/prix?NOIX>
- **Indicators relating to quantities, composition, quality, origin, traceability, or compliance with a product specification:** RNM monthly average quotations for each type of *Grenoble PDO walnut*, based on variety, size, and type of packaging, available at: <https://rnm.franceagrimer.fr/prix?NOIX>

**4.3.** In the event of changes to the price list during the year, outside of any renegotiation clause, the Seller reserves the right to modify its price list at any time, subject to a minimum notice period of one (1) month. The price list may vary notably due to fluctuations in raw material costs, currency exchange rates, or other market conditions, regardless of the transport method chosen, and without prejudice to Orders already accepted. In such cases, Products shall be invoiced at the price in effect on the date of the Seller's confirmation of the Order.

The Buyer is reminded that, pursuant to Article 1104 of the French Civil Code, they are required to act in good faith and with loyalty in response to any changes to the Seller's pricing structure, regardless of the justification for such changes. This provision is without prejudice to the possible application of Article L.441-8 of the French Commercial Code.

**Article 5 – Payment**

**5.1.** Payment shall be made by cheque, bill of exchange (LCR), or bank transfer, either on the invoice due date or immediately upon receipt of the invoice. In all cases, payment must comply with the provisions of Articles L.441-10 et seq. of the French Commercial Code.

No discount shall be granted for early payment. No set-off or unilateral deduction by the Buyer shall be accepted unless expressly provided for under Article 6 herein.

**5.2.** Any invoice not paid by its due date shall result in the application of late payment penalties on the full outstanding amount, calculated monthly at a rate equal to five (5)

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times the legal interest rate in force. In addition, all remaining amounts owed by the Buyer shall become immediately due and payable.

A fixed indemnity of forty (40) euros shall also be payable by operation of law for recovery costs. Where recovery costs exceed this fixed amount, an additional indemnity shall be payable upon justification.

Pending full payment, the Seller reserves the right to immediately suspend the performance of any ongoing Orders, notwithstanding any previously agreed contractual commitments.

**5.3.** In the event of any deterioration in the Buyer's creditworthiness, the Seller reserves the right to request any guarantees it deems necessary to secure the proper fulfilment of the Buyer's current and future obligations (such as advance payment or payment upon order).

**Article 6 – Disputes and set-off**

**6.1.** Any dispute relating to invoicing or delivery shall not suspend the obligation to pay the invoice for Products delivered by the agreed due date. Each Party may, however, proceed with the set-off of its claims, provided that the legal conditions for set-off are met and subject to the prior agreement of the other Party.

Consequently, the Seller shall not accept payment by way of set-off against its invoices in cases where a price reduction is disputed or where the Seller has not expressly accepted both the grounds for the claim and the amount claimed, particularly in connection with the application of penalties.

In all cases, the Buyer undertakes to provide the Seller, prior to any set-off, with all supporting documentation necessary to trace the reality and history of the amounts subject to the proposed set-off.

**6.2.** Any claim concerning amounts that may be owed by the Seller regardless of the cause or nature (including, without limitation, claims related to sales prices, discounts, rebates, reimbursements, service purchases, promotions, or penalties) must be brought within one (1) year from the date on which the claim arose.

After this period, and by express derogation from Article L.111-4 of the French Commercial Code, such amounts may no longer be subject to any claim or set-off by the Buyer against the Seller.

**Article 7 – Warranty and liability**

**7.1.** In accordance with its legal obligations, the Seller warrants, to the exclusion of any other warranty, that the Products delivered conform to the Order.

**7.2.** The Seller's liability is excluded in the event of improper storage, warehousing, or handling of the Products by the Buyer; deterioration of the Products occurring on the Buyer's premises; use of the Products under abnormal conditions; exceeding by the Buyer of the Products' use-by date or shelf life from the date of delivery; and non-compliance of the Products with standards that come into effect after the Order.

In any event, the Seller's sole obligation shall be the free replacement of Products presenting non-conformities acknowledged by the Seller, and the Buyer shall not be entitled to any damages or compensation for any cause whatsoever.

**7.3.** The Seller shall be liable only for direct, certain, and proven damages. Under no circumstances shall the Seller be held liable for indirect and/or immaterial damages, whether consequential or not, resulting from the performance of its obligations under these Terms and Conditions, including but not limited to loss of revenue, loss of profit, loss of business, or any commercial disturbances. The Buyer hereby waives any recourse against the Seller and its insurers in this regard.

In any case, the Seller's total cumulative liability shall be limited to the total amount of the Order for the Products concerned by the non-conformity.

**Article 8 – Retention of title**

**8.1.** The Products shall remain the property of the Seller until full payment of the price, as well as any applicable late payment penalties or fixed indemnities for recovery costs, has been received. The Buyer shall insure the Products against loss and damage and shall notify the Seller of any measures taken by third parties affecting said Products.

**8.2.** All Products delivered by the Seller and held in stock by the Buyer shall be deemed to be related to unpaid invoices, in the order from the most recently delivered Product to the least recently delivered, the Seller being authorized, if necessary, to carry out a joint inventory of the Products under retention of title.

**8.3.** In the event of non-payment of an installment, the Seller may demand the return of the delivered Products by registered letter, joint inventory, or bailiff's notice. The Buyer shall not refuse or evade such return of the Products.

**8.4.** The Buyer is authorized to resell the delivered Products in the ordinary course of its business. In such case, the Buyer undertakes to assign to the Seller its claims against its own buyers up to the amount owed to the Seller.

**Article 9 – Exemption from Liability**

**9.1. Force majeure**

Any case of force majeure, as defined under Article 1218 of the French Civil Code and related case law, shall constitute, as of right and without formalities or compensation, penalty, or recourse, a cause exempting the Seller from liability.

Events considered as force majeure include, but are not limited to: total or partial strikes by the Seller's personnel or its usual carriers, fires, floods, earthquakes, exceptional climatic hazards, adverse weather conditions (such as hail or severe winds) affecting the transport of Products, unprecedented health crises (including epidemics and pandemics), wars, terrorist attacks, riots or insurrections, widespread strikes in the transportation or fuel sectors, embargoes, production stoppages due to accidental breakdowns, international measures or sanctions, or any decision by a public authority affecting the manufacturing and/or marketing of the Products, or the supply of raw materials.

In the event of force majeure, deliveries may be suspended, cancelled, modified, or delayed, provided that the Seller notifies the Buyer within seventy-two (72) hours from the occurrence of the force majeure event. If such an event compromises the execution of an Order, the Seller shall be entitled to cancel it, in whole or in part, without liability.

In any case, the occurrence of a force majeure event excludes the Seller's liability, and no penalty or damages may be claimed by the Buyer against the Seller.

**9.2. Circumstances beyond the Seller's reasonable control**

The Buyer acknowledges and agrees that circumstances beyond the Seller's control which do not meet the definition of force majeure but disrupt the supply of raw materials and/or inputs, the manufacturing and/or delivery of Products, shall be considered as exempting causes for liability in case of Product unavailability, non-conforming delivery, or delayed delivery (including partial or non-delivery).

In the event of such circumstances, the Seller undertakes to inform the Buyer within three (3) days, excluding public holidays.

These events shall not give rise to any damages or penalties against the Seller. Deliveries may be suspended, cancelled, modified, or delayed by the Seller. If such circumstances compromise the execution of an Order, the Seller shall be entitled to cancel it, in whole or in part, without liability.

In all cases, the occurrence of such circumstances excludes the Seller's liability, and no penalty or damages may be claimed by the Buyer against the Seller.

**Article 10 – Intellectual property**

The Buyer undertakes to respect all intellectual property rights held by the Seller, whether directly or through a license, of which the Buyer acknowledges full knowledge. In particular, the Buyer agrees to:

- Not alter any of the Seller's intellectual property rights nor use them improperly in any way that would discredit or devalue the Products;
- Consistently use the up-to-date graphic charters related to the Products;
- Avoid creating any risk of confusion, in the minds of third parties, in any manner whatsoever, between its own products and the Products;
- Refrain from using, reproducing, or causing to be reproduced, in whole or in part, any intellectual property rights held by the Seller, whether directly or through a license, under penalty of legal action; and not disclose to any third party any information of any kind enabling the total or partial reproduction of such rights.

**Article 11 – Confidentiality**

**11.1.** The Buyer undertakes to maintain absolute confidentiality regarding all information of any nature whatsoever that it may become aware of during the course of the commercial relationship between the Parties, and for a period of five (5) years following the termination thereof, particularly in connection with the negotiation or performance of Orders.

Accordingly, the Buyer shall refrain from using, disclosing, or exploiting any information communicated by the Seller for any purpose other than the sole performance of the Order.

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**11.2.** The Buyer guarantees compliance with this confidentiality obligation by its employees, agents, and any other representatives.

By express agreement between the Parties, the existence and the content of the commercial relationship between the Seller and the Buyer (including commercial terms and conditions) in connection with the sale of the Products shall be deemed confidential information.

As a result, and unless expressly authorized in writing by the Seller in advance, and subject to the provisions of Article 8, the Buyer is not permitted to refer to, in any form, the Seller's name, brand, logo, the nature of their business relationship, or any other information whatsoever, for commercial reference purposes.

**Article 12 – Personal data protection**

The Seller, acting as data controller, processes personal data by automated means in the context of the contractual relationship, for the purposes of monitoring, managing, and performing the Order. The Seller may also send the Buyer commercial information about its products and services (such as newsletters, promotional offers, etc.) by post, email, or SMS.

The Buyer may object at any time to receiving such commercial communications by sending an email to: **contact@coopenoix.com**.

Personal data shall be retained for a period of three (3) years from the date of the last Order.

The Buyer has the right, free of charge, to access, and where applicable, to request the rectification or erasure of their personal data, to restrict or object to its processing, to request data portability, and to withdraw consent at any time by contacting the following address: **contact@coopenoix.com**.

The Buyer also has the right to lodge a complaint with the competent supervisory authority in their country (in France, this is the **CNIL** – *Commission Nationale de l'Informatique et des Libertés*).

**Article 13 – Governing law / Dispute resolution**

In the event of any dispute relating to these GTCS, their validity, interpretation, or breach, French law shall apply.

The parties agree to make all reasonable efforts to settle amicably any disputes arising from the conclusion, interpretation, performance, or termination of these terms within a period of one month. Failure to reach an amicable agreement under the terms set forth in the preceding paragraph, any dispute between the parties relating to the conclusion, interpretation, performance, or termination of these general terms and conditions, whatever the cause, as well as any consequences that may result therefrom, shall be subject to the exclusive jurisdiction of the commercial court of Grenoble, notwithstanding third-party claims or multiple defendants, including in cases of urgent or protective proceedings, petitions, or interlocutory orders.

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