

GENERAL TERMS AND CONDITIONS OF SALES OF PRODUCTS BETWEEN PROFESSIONALS (B to B) VIDYA EUROPE SAS**ARTICLE 1 - Scope of application**

1.1 In accordance with article L. 441-1 of the French Commercial Code, these general terms and conditions of sale (hereinafter the "GTCS") form the basis of the commercial relationship between the parties. Their purpose is to define the conditions under which VIDYA EUROPE SAS (hereinafter the "Supplier") supplies to professional buyers (hereinafter the "Buyer" or "Buyers") who request it in writing, the products as they appear in the catalogue made available to the Buyer by the Supplier (hereinafter the "Products").

1.2 These GTCS apply without restriction or reservation to all sales made by the Supplier to Purchasers, regardless of any clauses that may appear in the Purchaser's documents, and in particular its own general terms and conditions of purchase.

1.3 In accordance with the regulations in force, these GTCS are systematically communicated to any Purchaser who so requests, to enable them to place an order with the Supplier.

1.4 The information appearing in the Supplier's catalogues and price lists is given for information only. The Supplier is entitled to make any changes it deems necessary. In particular, the prices are applicable during the period of validity and according to the conditions specified in the personalised offer.

1.5 In accordance with the regulations in force, the Supplier reserves the right to derogate from certain clauses of these GTCS, depending on the negotiations conducted with the Buyer, by drawing up special conditions of sale or derogating purchase orders.

1.6 The Customer declares that he/she has read the GTCS and has accepted them, prior to placing his/her order, by their communication by the Supplier with the personalised offer. In this respect, they are enforceable against the Customer in accordance with the terms of article 1119 of the French Civil Code.

1.7 The GTCS applicable to any order are those in force at the time of the order. They will remain applicable until the date of their modification.

ARTICLE 2 - Personalised offer - Orders - Prices

2.1 Prior to placing an order, the Supplier will send the Purchaser a personalised offer. Minimum purchase amounts may apply depending on the Products. This point must be discussed at the time of the personalised offer.

2.2 If the personalised offer is accepted, the Purchaser shall place an order with the Supplier in writing only.

2.3 Sales shall only be valid once the Purchaser's order has been expressly accepted in writing by the Supplier, who shall ensure in particular that the Products requested are available.

2.4 Prior to the Supplier taking the order into account and accepting it, the Purchaser's customer account must be up to date and these GTCS accepted.

2.5 The data recorded in the Supplier's computer system constitutes proof of all transactions concluded with the Purchaser.

2.6 Any changes requested by the Purchaser from the Supplier may only be taken into account, within the limits of the Supplier's possibilities and at its sole discretion, if they are notified in writing at least ten (10) days before the date scheduled for delivery of the Products ordered, after the Purchaser has sent a corrective purchase order with any price and delivery adjustment. However, in the event of a modification to an order by the Purchaser, the Supplier reserves the right to refuse said order.

2.7 In the event of cancellation of the order by the Purchaser after its acceptance by the Supplier less than eight (8) days at least before the date scheduled for the supply of the Products ordered, for any reason whatsoever other than force majeure, a sum corresponding to ten percent (10%) of the total price excluding VAT of the so-called standard Products shall be retained by the Supplier and invoiced to the Purchaser, by way of processing and administration costs. On the other hand, for any Product specifically manufactured or imported on behalf of the Purchaser, a sum corresponding to fifty per cent (50%) of the total price (excluding VAT) of said specific Products shall be retained by the Supplier and invoiced to the Purchaser.

2.8 The Products are supplied at the Supplier's prices in force on the day the order is placed. These prices are firm and non-revisable during their period of validity, as indicated by the Supplier in the order confirmation, except in the event of force majeure (in particular in the event of new regulations or a supply crisis).

2.9 Prices are quoted by default in Euros/kg, exclusive of tax, but inclusive of carriage and packaging.

2.10 The Supplier may offer to take charge of transport under the DAP or DDP Incoterm, depending on the Purchaser's requirements. The Supplier will confirm the selling price, including logistics and transport costs, to the Buyer in the personalised offer.

2.11 The Supplier reserves the right, at its sole discretion and depending on the country of delivery, to deviate from the transport terms set out above.

ARTICLE 3 - Terms of payment

3.1 For all first orders, the Purchaser undertakes to pay cash and in full.

3.2 For all other orders, the Purchaser undertakes to pay for the Products, in accordance with the terms agreed with the Supplier, by means of a bank transfer, and in accordance with the bank details provided by the Supplier.

3.3 Payments made by the Purchaser will only be considered final once the Supplier has effectively collected the sums due.

3.4 In the event of late payment and payment of the sums owed by the Purchaser beyond the deadline set out above, and after the payment date shown on the invoice sent to the Purchaser, late payment penalties in the amount of three (3) times the legal interest rate may be applied by the Supplier, without any formality or prior formal notice.

3.5 In the event of non-compliance with the payment terms set out above (payment of 100% of the price for the first order, or the payment terms granted by the Supplier for any other order), the Supplier also reserves the right to suspend or cancel the delivery of orders in progress, and to place the Purchaser on advance payment without any transition period.

Furthermore, in the event of non-compliance with the terms of payment or non-payment of sums due, the amount of the order for any Products specifically ordered by and for the Purchaser will remain due and acquired by the Supplier up to fifty percent (50%) of its amount, even if the order is not delivered.

3.6 A flat-rate indemnity for collection costs, in the amount of forty (40) euros, shall be due, ipso jure and without prior notification by the Purchaser in the event of late payment. The Supplier reserves the right to ask the Purchaser for additional compensation if the recovery costs actually incurred exceed this amount, on presentation of supporting documents.

ARTICLE 4 - Deliveries

4.1 The Products purchased by the Purchaser will be delivered on the date agreed with the Supplier once the latter has confirmed the availability of the Products and the means of transport.

4.2 The Supplier undertakes to notify its Buyer in the event of delays, problems in supply or unusually long lead times.

4.3 The Supplier shall under no circumstances be held liable in the event of non-delivery, late delivery or suspension of delivery attributable to the Purchaser or in the event of force majeure.

4.4 Delivery will be made to the address communicated by the Purchaser on the order sent by the latter.

4.5 The Supplier indicates that it will proceed with the choice of carrier at its own discretion, without the Purchaser being able to object.

ARTICLE 5 - Transfer of ownership - Transfer of risks

5.1 The transfer of ownership of the Products to the Purchaser shall take place:
- on the day of delivery of the Products by signature of the delivery note if the Supplier is responsible for the transport
- on the day of departure from the Supplier's warehouse if it is the Purchaser who organises the transport.

5.2 The transfer to the Buyer of the risks of loss and deterioration of the Products will depend on the Incoterm applied, independently of the transfer of ownership.

5.3 The Purchaser acknowledges that it is the carrier's responsibility to deliver the Products in the condition in which they were received from the Supplier. The Supplier is deemed to have fulfilled its delivery obligation once it has handed over the Products ordered to the carrier, who has accepted them without reservation.

ARTICLE 6 - Receipt of Products ordered

6.1 The Buyer must check the apparent condition of the pallet and packaging on delivery.

6.2 In the event of physical damage affecting the entire pallet or packaging, the Purchaser must immediately notify the carrier, with photographs. The Purchaser shall immediately notify the Supplier verbally of the refusal to accept delivery. A copy of this notification, together with photographs, must be sent to the Supplier by the Purchaser within a maximum of twenty-four (24) hours. In such a situation, the Purchaser must therefore refuse delivery and the carrier will coordinate the return procedures with the Supplier.

6.3 If the packaging is damaged at the time of delivery, the Buyer may accept the delivery. In this case, he/she will take photographs and make detailed reservations on the delivery note of the carrier who made the delivery, keeping the order in order to check the completeness of the order and the integrity of the Products. In this case, the Buyer has two options:
Either it considers that the Products are not damaged in any way; in this case, it will keep the Products; Or it considers that the integrity of the Products has been affected: in this case, it will inform the Supplier without delay, in writing and with photographs, of the quantity of Products affected. In such a situation, the Supplier will determine the action to be taken and will coordinate with the Buyer the arrangements for any return.

6.4 In all cases, the issue of reservations and the taking of photographs by the Purchaser are compulsory prerequisites for the processing of complaints by the Supplier. Thus, in the absence of reservations expressly made by the Purchaser at the time of delivery, the Products delivered by the Supplier will be deemed to comply with the order.

ARTICLE 7 - Supplier's liability - Guarantee

7.1 In the absence of reservations and rejection of orders, the Purchaser shall have a period of twenty-one (21) days from delivery of the Products to check the compatibility of the Products with its specifications if it considers that there is a risk in using the Products.

7.2 The Purchaser shall also test the parameters specified in the Supplier's technical data sheet before proceeding with any formulation or production, and may then raise objections with the Supplier, in writing and on the basis of supporting documents. The Supplier reserves the right to accept a return and to send new Products to the Purchaser.

7.3 The use of the Products without the Purchaser having carried out a prior check of the parameters deemed to be at risk and/or specified in the Technical Data Sheet is the Purchaser's own decision and responsibility and will be carried out at the Purchaser's own risk. No claim may be validly accepted by the Supplier in the event of non-compliance with these formalities by the Purchaser.

7.4 Furthermore, during this twenty-one (21) day period, as soon as the Products are opened and used for formulation or production, no refund, credit note, compensation, recall or return will be accepted by the Supplier.

7.5 The Supplier guarantees the Product, in its original packaging, unopened and in accordance with the storage conditions recommended by the Supplier, for the minimum durability date (MDD) of the batch delivered. The Supplier will replace the Product if the said guarantee is called into play, provided that the traceability of the batch is confirmed and the recommendations are respected.

7.6 No warranty shall apply if the Products have been subjected to abnormal use, improper storage or have been used in conditions other than those for which they were manufactured, or if they have not been inspected by the Purchaser, in accordance with articles 7.1 and 7.2 hereof. Furthermore, any warranty is excluded in the event of negligence on the part of the Buyer, such as in the event of the DDM being exceeded, faulty opening or closing of the packaging of the Products, handling of any kind, etc., or in the event of force majeure as defined below.

7.7 In order to assert its rights, the Purchaser must, on pain of forfeiture of any action relating thereto, inform the Supplier in writing (accompanied by supporting documents) within a maximum period of eight (8) days from its discovery, of any suspected defect in the Product during the period of its minimum durability.

7.8 In any event, the Supplier does not claim any health benefits from the raw material sold. The Purchaser must check the local regulations relating to the intended use of the Products, as well as the intellectual property rights in the territories concerned, before manufacturing finished products and marketing them or making any claim on the Products sold by the Supplier.

ARTICLE 8 - Intellectual property

8.1 The Supplier retains all industrial and intellectual property rights relating to the Products, photos and technical documentation, which may not be communicated or executed without its written authorisation.

ARTICLE 9 - Personal data

9.1 The personal data collected from Purchasers is subject to computer processing by the Supplier. It is recorded in the Supplier's customer file and is essential for processing the order. This information and personal data is also kept for security purposes, in order to comply with legal and regulatory obligations. It will be kept for as long as is necessary for the fulfilment of orders and any applicable guarantees.

9.2 The data controller is the Supplier. Access to personal data will be strictly limited to employees of the data controller who are authorised to process such data by virtue of their duties. The information collected may be communicated to third parties linked to the company by contract for the performance of sub-contracted tasks, without the Purchaser's authorisation being necessary.

9.3 In the performance of their services, third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Supplier shall not sell, rent, transfer or give access to third parties to the data without the Purchaser's prior consent, unless it is obliged to do so for a legitimate reason.

If the data is transferred outside the EU, the Buyer will be informed and the guarantees taken to secure the data will be specified.

9.4 In accordance with the applicable regulations, the Buyer has the right to access, rectify, delete and port data concerning him or her, as well as the right to oppose the processing of such data for a legitimate reason, which rights may be exercised by contacting the Supplier, in the person of Mr Arnaud ANANDANE, either at the postal address (6 Avenue de la Baltique, 91140 Villebon-sur-Yvette, France) or by email at the following address: anandane@vidyaeurope.eu

9.5 The Purchaser may lodge a complaint with the Supplier's personal data protection officer.

ARTICLE 10 - Unforeseeability

10.1 The GCS expressly exclude the legal regime of unforeseeability provided for in Article 1195 paragraph 2 of the French Civil Code for all sales of Products by the Supplier to the Purchaser.

10.2 However, the Supplier and the Purchaser intend to avail themselves of the provisions of paragraph 1 of the said article, when the contractual balance is upset by circumstances which were unforeseeable when the sale was concluded, and their performance proves excessively onerous, and to bear all the economic and financial consequences thereof.

ARTICLE 11 - Compulsory performance in kind

11.1 In the event that either of the Parties fails to fulfil its obligations, the Party that is the victim of the default has the right to request the forced performance in kind of the obligations arising from the present Terms and Conditions. In accordance with the provisions of article 1221 of the French Civil Code, the creditor of the obligation may pursue this forced performance after a simple formal notice, sent to the debtor of the obligation by registered letter with acknowledgement of receipt which has remained unsuccessful, unless this proves impossible or if there is a manifest disproportion between its cost for the debtor, in good faith, and its interest for the creditor.

11.2 In the event of non-performance of any of the obligations incumbent on the other Party, the Party that is the victim of the default may request that the contract be terminated in accordance with the terms and conditions set out in the "Termination of the contract" article.

ARTICLE 12 - Force majeure

12.1 The parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, is the result of force majeure, as defined in article 1218 of the French Civil Code, or of health, climatic or other contingencies (war, supply, transport, etc.), which are exceptional and beyond the control of the parties.

12.2 The party observing the event must immediately inform the other party of its inability to perform its service and justify this to the latter. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties.

12.3 Performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed thirty (30) days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the parties will make every effort to resume normal performance of their contractual obligations as quickly as possible. To this end, the party prevented shall notify the other party of the resumption of its obligation by registered letter with acknowledgement of receipt or by any extrajudicial act. If the impediment is definitive or exceeds a period of forty-five (45) days, the present contract shall be purely and simply terminated in accordance with the terms and conditions of the present contract.

12.4 During this suspension, the parties agree that the costs incurred by the situation will be borne by the party prevented from taking action.

ARTICLE 13 - Termination of the contract

13.1 - Termination for non-performance of a sufficiently serious obligation. The defaulting party may, notwithstanding the clause Resolution for failure by one party to fulfil its obligations set out below, in the event of sufficiently serious non-performance of any one of the obligations incumbent on the other party, notify the defaulting party by registered letter with acknowledgement of receipt of the wrongful termination of the present contract, fifteen (15) days after sending a formal notice to perform which has remained unsuccessful, in application of the provisions of article 1224 of the French Civil Code.

13.2 - Termination for force majeure. Termination by operation of law for reasons of force majeure, notwithstanding the clause Termination for failure by a party to fulfil its obligations set out below, may only take place fifteen (15) days after formal notice has been sent by registered letter with acknowledgement of receipt or by any extrajudicial act. However, this formal notice must state the intention to apply the present clause.

13.3 - Provisions common to cases of termination. It is expressly agreed between the parties that the debtor of an obligation to pay under the terms of the present agreement will be validly put in default by the mere fact that the obligation is due, in accordance with the provisions of article 1344 of the French Civil Code.

ARTICLE 14 - Disputes

14.1 With a view to finding a solution together to any dispute that may arise in the performance of this contract, the contracting parties agree to meet within eight (8) days of the sending of a registered letter with acknowledgement of receipt, notified by one of the two parties. This amicable settlement procedure constitutes a compulsory prerequisite to the commencement of legal proceedings between the Parties. Any legal action brought in breach of this clause will be declared inadmissible.

14.2 However, if at the end of a period of fifteen (15) days the parties are unable to agree on a compromise or a solution, the dispute will then be submitted to the jurisdiction designated below.

ARTICLE 15 - Jurisdiction

15.1 All disputes to which this contract and the agreements arising from it may give rise, concerning their validity, interpretation, performance, resolution, consequences shall be submitted to the court of Paris.

ARTICLE 16 - Applicable law - Language of the contract

16.1 The GTCS and the transactions arising from them are governed by French law.

16.2 They are written in French. In the event that they are translated into one or more languages, only the French text will be deemed authentic in the event of a dispute.

ARTICLE 17 - Acceptance by the Buyer

17.1 The GTCS and the price lists are expressly approved and accepted by the Buyer, who declares and acknowledges that he/she is fully aware of them and therefore waives the right to rely on any contradictory document, in particular his/her own general terms and conditions of purchase.