

1. Scope: These general terms and conditions of sale ("GTCS") apply to transport and/or logistics services and/or other related services provided by the entities of the STEF group, jointly or individually (respectively, the "Service(s)" and the "Service Provider"), to the customer (the "Customer"), as well as to all physical or electronic information flows. The Customer will be deemed to have accepted the GTCS as is, and they constitute the only commitments of the parties (the "Parties") in relation to the subject matter thereof. They cancel and supersede all prior documents exchanged by the Parties concerning the same subject matter. Therefore, it is agreed that the Customer's general terms and conditions of purchase, the contractual terms of reference and/or any other equivalent document of the Customer will not apply to the Services. Any order that the Customer places with the Service Provider and that the Service Provider accepts will be deemed the Parties' express acceptance of the GTCS. The logistical Services will be performed subject to a reasonable endeavours obligation (*obligation de moyens*), and in accordance with the provisions of the French Standard Professional Refrigerated Warehouse Regulations (*Règlement professionnel type des entrepôts frigorifiques et des magasins généraux frigorifiques*) adopted by Articles L 522-13 to L 522-19 of the French Commercial Code (*Code de Commerce*) and by the Ministerial Decree of 4 December 1948 (hereinafter the "RPT Police Regulations"). Regardless of the status under which the Service Provider performs transport Services, the Services will be performed:

- in the case of domestic transport Services by road in France, subject to an obligation of result (*obligation de résultat*) and in accordance with the standard contract for the public transport by road of perishable goods at controlled temperature in Annex V of Article D 3222-5 of the French Transport Code (*Code des Transports*) ("Standard Transport Contract") and, if applicable, in accordance with the standard freight forwarder contract of 5 April 2013 in Annex V to Article D 3224-3 of the French Transport Code ("Standard Freight Forwarder Contract").
- in the case of domestic transport Services by road in a country other than France, in accordance with the statutes and regulations of the country in which the Service is performed, or, if there is no specifically applicable statute and/or regulation, the Geneva Convention of 19 May 1956 ("CMR Convention") will be applied.
- in the case of international transport Services by road and combined transport, in accordance with the CMR Convention. If the laws listed above are silent, they will be supplemented for purposes of the Services by the TLF General Terms and Conditions of Sale governing services performed by transport and/or logistics operators.

2. Performance of Services:

2.1. Obligations of the Customer: The Customer shall provide the gross weight of the goods, including packaging and packing materials. The information stated on labels shall comply with regulatory requirements, mandatory health statements and traceability requirements, and shall be consistent with the documents accompanying the goods. The Customer shall hand over only goods that are strictly compatible with food products, unless it makes a prior express declaration to the contrary, which has to be accepted by the Service Provider.

2.2. Temperatures: The use-by dates, sell-by dates and best-before dates of the goods handed over, and the conservation, storage, transport and delivery temperatures, are set by the applicable laws. Failing that, the Customer shall provide instructions, which shall be compatible with the regulatory and sanitary requirements for perishable goods, and with which the Service Provider will comply (with a tolerance in contact with products, in accordance with statutory and regulatory requirements).

2.3. Refusal of goods: The Service Provider may refuse goods whose nature is not specified or is inadequately specified, that arrive without any prior information or insufficient notice, or that arrive during hours when the sites are closed. The Customer shall bear any consequences in the event of insufficient and/or erroneous and/or delayed declarations.

2.4. Title to goods: The Customer retains title to the goods it hands over to the Service Provider. Consequently, the Parties agree that the Service Provider shall not be involved in any dispute concerning title to the goods. The Service Provider will receive or hand over the goods, acting as the recipient or deliverer on behalf of the Customer. The Service Provider is neither the shipper nor the consignee.

2.5 Withdrawal, preparation and shipment of goods: Any good for which the best-by date or use-by date has expired may be withdrawn from a warehouse only if a sanitary movement permit is produced or if the good is withdrawn for the purpose of being destroyed. If the Customer fails to provide instructions within a reasonable time, the Service Provider may destroy the goods at the Customer's expense, in which case the Service Provider will be discharged from all liability for the condition of such good and for any administrative consequences that may ensue. The goods will be prepared and handled during the business days and hours of each site. They will be shipped in accordance with the deadlines of the transport plan and of its correspondents' network. The Service Provider may modify the transport plan at any time.

3. Prices: All prospective customers and the Customer may obtain the applicable rates and the schedule of unit prices from the Service Provider. All prices are calculated on the basis of the information provided by the Customer. The price quotes and rates for the Services may be changed or suspended by the Service Provider at any time, without prior notice. In derogation of Article 1195 of the French Civil Code (*Code Civil*), in the event of a change in economic, political, technological, commercial, legal, statutory/regulatory or operational circumstances that were unforeseeable to the Parties and that are entirely beyond their control, and which occur after the application of the GTCS and disrupt the economic balance of the contract, the Parties agree to negotiate in good faith the terms and conditions that will apply.

4. Invoices: Invoices are sent in electronic format to the e-mail address provided by the Customer. It may be modified at the Customer's request within thirty (30) calendar days prior to the sending of the next invoice. The Customer may opt to send a paper duplicate of its invoices provided extra costs including administrative and delivery costs that will form part of the invoice issued. Invoices shall be payable within 30 calendar days from the date of the invoice, without any discount. The Customer shall not apply any deduction or setoff to the Service Provider's invoice. Non-payment, in whole or in part, of any invoice on any due date will, without the need for any formality, accelerate the payment of all amounts owed, thereby causing all amounts owed on the date of such breach to become immediately and automatically due and payable, and will entitle the Service Provider to demand payment in cash before performing any further Services. Furthermore, the amounts owed will automatically incur late-payment penalties at a rate equal to the interest rate applied by the European Central Bank to its most recent financing transaction, plus 10 points. In addition, the Customer shall be liable for a standard allowance for collection costs in the amount of €40, or higher upon the production of receipts.

5. Liability:

5.1 In connection with the Services, the Service Provider will be liable, in the case of logistics, in accordance with the RPT Police Regulations and, in the case of transport, in accordance with the Standard Transport Contract, the Standard Freight Forwarder Contract or the CMR Convention, depending on the type of transport. Moreover, if the Service Provider performs domestic transport Services in a country that does not have specific transport limitation of liability statutes and/or regulations applicable to loss, damage or delay, the conditions and limitations of liability of the CMR Convention will be applied.

5.2. Regardless of circumstances, the Service Provider will be liable only for direct material/tangible damages caused solely by the Service Provider. The Parties expressly agree that the Service Provider will incur no liability in the following cases:

- with respect to the production of the goods and the composition, intrinsic qualities, sale, marketing, distribution and labelling thereof (in particular, in accordance with EU Regulation 1169/2011 (INCO)), as well as controls thereof (in particular, the Customer shall ensure its goods are in compliance with microbiological criteria, in accordance with EU Regulation 2073/2005). The Customer assumes responsibility for, and shall comply with all laws, in particular French and European laws, applicable to the goods. In particular, the Customer shall be responsible for declaring imported goods in accordance with the laws in force.
- with respect to consequential or non-consequential/immaterial damages (*dommages immatériels consécutifs et non consécutifs*), such as loss of business, commercial losses, difference in restocking prices, injury to image and reputation, etc.).

- with respect to any losses, regardless of the cause, nature or amount thereof, that are due to an interruption in the EDI connection or a breakdown of computer hardware or software owned by the Customer and/or a third party or over which the Service Provider has no control. Consequently, the Customer and its insurers shall waive all recourse against the Service Provider and its insurers for all losses due to the three exclusions of liability described above in Clause 5.2. Therefore, the Customer shall take all necessary measures vis-à-vis its insurers. In the event the Customer does not comply with this obligation or if the waiver of recourse is inapplicable in whole or in part, regardless of the reason, the Customer shall personally hold the Service Provider and its insurers fully and entirely harmless.

6. Insurance:

6.1. For transport Services: If the market value of the goods exceeds the Service Provider's statutory limits of liability, the Customer may request that the Service Provider take out "ad valorem" insurance on its behalf, specifying the risks to be covered and the values to be insured, subject to acceptance by the Service Provider and provided the corresponding premium is paid. Instructions concerning insurance must be renewed, in writing, for each transaction.

6.2 For logistics Services: The Service Provider will insure against any direct accidental damage for which it may be liable and that may occur to the goods entrusted to it by the Customer. The Customer shall inform the Service Provider, in writing, of the actual value of the goods to be insured, and shall update such values each month. In the event of a loss, goods sold pursuant to a firm sale will be valued at the agreed sale price, excluding VAT, less costs saved by not making delivery. Goods not sold pursuant to a firm sale will be valued at their cost price, excluding VAT, applying the most recent price prior to the loss, plus transport and storage costs.

7. Confidentiality: During the entire duration of the performance of the Services, the Customer shall consider strictly confidential, and shall not disclose to third parties (without the Service Provider's prior written approval), information already received from the Service Provider, as well as information the Service Provider furnishes during the performance of the Services, in particular, technical, financial, commercial and operational information.

8. Intellectual property: Unless otherwise agreed, the group of which the Service Provider is an affiliate owns all information, illustrations, logos, concepts, specifications, documents, know-how and other elements contained in the GTCS and any contractual document binding the Parties and/or disclosed to the Customer in connection with pre-contractual discussions and the performance of the Services. The Customer and/or any third party it designates (consultant, auditor, etc.) shall not use such information without the Service Provider's prior written approval.

9. Force majeure: The obligations of each Party shall be suspended automatically, without the need for any formalities, and such Party shall not be liable, upon the occurrence of force majeure events, defined as unforeseeable and external events that make performance of the Services impossible. Force majeure events include labour conflicts, strikes, insurmountable constraints and any other circumstances, such as requisitions, embargoes, a shortage of means of transport, a general lack of supplies, and energy use restrictions. If a force majeure event continues for more than thirty (30) business days, the Parties shall meet to decide under what conditions to continue or terminate the Services. A delay due to a force majeure event shall extend, by the same duration, the time period for performing the obligations of the Party whose performance is impacted by the event.

10. Audits: Before initiating any audit, the Customer shall give the Service Provider at least seven (7) business days' notice prior to the date of the audit, and shall indicate the purpose of the audit and the procedures that will be followed. The Customer will pay all costs in connection with the audit.

11. Defence of non-performance: In the event either Party commits a material breach, in derogation of the provisions of Article 1222 of the French Civil Code, each Party waives the right to appoint a third party to perform the obligations owed by the defaulting Party. Moreover, in derogation of Article 1223 of the French Civil Code, each Party also waives the right to accept incomplete performance of the Services and to request a proportional reduction in the price.

12. Term: To the exclusion of any other provision, the Parties agree that in the event a commercial relationship is established, each Party shall be entitled to terminate such relationship by giving reasonable prior notice, as defined by Article L 442-6 (5) of the French Commercial Code, in a letter sent by recorded delivery.

13. Personal contract: The Service Provider undertakes to perform the Services using its own resources. However, it may appoint subcontractors to perform all or part of the Services. In such case, the Service Provider will be solely responsible for the choice of subcontractor. It is agreed that the subsidiaries of the Service Provider's group will not be considered to be subcontractors for the purposes of the GTCS. Furthermore, the Service Provider is entitled, without restriction, to assign all or part of its rights and obligations hereunder by any means, in particular, pursuant to a contribution of assets, to any other company of the STEF group.

14. Protection and processing of personal data :

The Service Provider's group ("STEF Group") has a General Policy on the Protection of Personal Data which provides a framework for the responsible collection and use of such data within the strict framework of the activities of STEF Group ("General Policy"). This General Policy, applicable to STEF Group in its capacity as data controller or processor within the meaning of Regulation (EU) No 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "Data Protection Regulation"), is available on STEF Group's various websites. It is regularly updated to take into account, in particular, legislative and regulatory developments in this area and changes in the organisation and activities of the STEF Group. The Customer is therefore invited to regularly consult this General Policy in order to be aware of its content and to be informed of any modification thereof.

15. Business ethics - anti-corruption: The STEF group gives particular importance to the fight against fraud and corruption and expects from its contractual partners that they adhere to the same principles and observe strictly the applicable legislation. The Customer is informed that in accordance notably with the "Sapin II" law on transparency, anti-corruption and the modernization of economic life of December 9, 2016, the STEF group has implemented internal anti-corruption prevention measures. The STEF group has hence implemented an ethics and business conduct charter, as well as alert and control procedures and mechanisms, in order to prevent and detect acts of corruption and influence peddling. The STEF group ensures that all its employees, particularly those who have the ability to engage it in relationships with third parties, share and apply the legal rules and internal regulations that guarantee respect for business ethics. In the frame of the performance of the GTCS, each Party shall strictly comply with the principles and rules provided by applicable laws and regulations related to conflicts of interest, competition law, anti-corruption and influence peddling. Consequently, any breach by the Customer of the obligations provided in this article shall be considered as a serious breach giving the Service Provider the right to terminate immediately and automatically the Agreement, without notice or compensation, but subject to the resulting damages to which the Service Provider may be entitled. The Customer shall ensure that any person, whether a natural person or legal entity, acting on its behalf in connection with the execution of the GTCS: (i) complies with all applicable regulations aimed at combating corruption, (ii) does not do anything, by action or omission, that would be likely to entail the STEF group being held liable for non-compliance with the said regulations, (iii) implements and maintains its own policies and measures relating to ethics and anti-corruption, (iv) informs the Service Provider without delay of any event of which he/she/it is informed and which could result in obtaining an undue advantage, financial or of any other nature, incidental hereto. Finally, the Customer shall provide the Service Provider with any assistance required to respond to a request from any authorized authority relating to anti-corruption.

16. Dispute resolution: These GTCS are governed by French law. In the event of a dispute concerning the interpretation or performance of the Services that the Parties are unable to resolve amicably within thirty (30) days from the start of the attempt to resolve the dispute, the Parties shall submit such dispute to the Paris Commercial Court (*Tribunal de Commerce*).