



# GENERAL SALES CONDITIONS

This document defines the "general sales conditions" commercial, administrative and financial of the company SAFE and are accepted by the buyercontract.

## PRODUCTS

In order to improve or standardize its product lines, SAFE reserves the right to modify the characteristics of products and materials, to include new models in its product lines or remove others. As a result, the designations and characterizations found in our offers shall be taken as the only ones having a contractual value. Those found in any other document, in particular our catalogues, are provided only for the record and are not contractual.

## PRICES

Our prices are quoted ex-taxes (not counting VAT). They are subjected to the legal VAT rate at the date of delivery. For every order less than €100ex-taxes, a fee of € 21 ex-taxes will be added for participation in administrative costs. Our prices can be obtained on simple request. Applicable prices are those existing at the time of delivery. Prices may be changed at any time without prior notification. They are ex-works (transport, insurance, packaging (other than sacks) will be invoiced). The purchaser shall assume any taxes, levies or other paying services resulting from French regulations or those of the importing country or a transit country. The prices of our feeds are established on the basis of 10kg sacks. SAFE plastic pallets: plastic pallets identified with "SAFE" have a deposit fee of € 91 ex-taxes per pallet. Pallet return will be at the request of the purchaser (by fax). Minimum 5 pallets taken back. Pallet deposit return: € 89 ex-taxes per unit. Flat fee for pallets not SAFE standard: € 103 per pallet. If we install or assemble materials with connections, these will be invoiced on the basis of prior agreement with the purchaser or user.

## TRANSPORT

The transfer of risks to products, even in the case of sale with no shipping charges, occurs once they depart from the seller's industrial installations. As a result, merchandise is always shipped at the recipient's risks regardless of sales conditions, type of shipping and transport modalities. Claims for damages or missing items the purchaser may desire to make at reception of the merchandise must be the subject of written reservations entered on the shipper's delivery form that will be confirmed by the shipper within 3 working days as stipulated in article 105 of the Commercial Code. If not, there may be a total loss of recourse against the shipper and insurance companies. Without affecting the steps to take with the shipper, claims concerning apparent and hidden defects or on the noncompliance of the product delivered with the product ordered or the shipping form must be formulated in writing within 8 days of the arrival of the products. The purchaser shall provide all justifications on the reality of the defects or anomalies observed. Repair for nonconformity may only be done in kind (replacement), at SAFE's discretion, and within the limits of amounts already billed.

## PROPERTY RESERVATION CLAUSE

Our merchandise is sold with a clause expressly conditioning property transfer to the total payment of the price of principal and accessories. It is nevertheless understood that the simple delivery of any form of debt obligation document by the purchaser does not constitute a payment in the sense of the present clause; the account receivable of the purchaser towards the seller subsists with all associated guarantees, including property reservation until the said debt is effectively paid. Once merchandise is shipped from the seller's industrial installations, the above provisions are not an obstacle to the transfer to the purchaser of risks of loss or deterioration of goods subjected to property reservation as well as the damages that may be caused.

The purchaser shall take out an insurance policy covering risks when merchandise is shipped. As long as the total price has not been paid, the purchaser shall isolate merchandise delivered and not mix it with other merchandise of the same type from other suppliers. If isolation is not conducted, the seller could require reimbursement or take back merchandise still in stock. In case of garnishment or any other intervention of a third party on the merchandise, the purchaser must inform the seller immediately in order to enable him to formulate opposition and preserve his rights. The acquirer is prohibited from using merchandise as a guarantee or from transferring the property as a guarantee. The acquirer can not, for any reason whatsoever, sell the merchandise acquired before total payment to the seller. Any modification, transformation or alteration of the merchandise is prohibited. If the purchaser does not act accordingly, the seller will be authorized, after notification by a simple letter, to repossess merchandise still in stock in the acquirer's premises. It is expressly agreed that if any partial payment is not made, the entire balance will be due immediately and could lead to an immediate claim on the merchandise. In addition, if any sum due is not paid, the sale will be legally cancelled after a simple demand for payment without a result. Penal clauses state that in this case, the purchaser shall pay an indemnity of 15% of the amount remaining due. This indemnity may be totally or partially compensated by amounts already paid by the purchaser.

## **DELIVERY LEAD TIMES**

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They are given only for purposes of information. No delivery delay shall justify cancellation of an order and shall not result in an indemnity or penalty. Any fortuitous event or force majeure such as accident, broken machine, strike, riot, war, etc. releases us from the delivery obligation. In any case, delivery within announced lead times will occur only if the purchaser is up to date on his obligations towards the seller, regardless of the cause.

## **GUARANTEE**

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As stipulated by the law, our feeds are delivered in closed sacks. Our feeds are guaranteed against any manufacturing fault until the expiry date (DLUO). We guarantee the contents on the back of our products. We can only be held liable for direct nutritional consequences resulting from the ingestion of our products. They expressly exclude any guarantee of results relating to the end use of our feeds or special regimens. The buyer agrees not to invoke any lacking or faulty advice from SAFE. It is incumbent upon the buyer to provide proof of any nonconformity potentially involving SAFE. Our materials are guaranteed against manufacturing defects for one year starting from delivery to the purchaser. This guarantee does not cover apparent faults and faults or deteriorations caused by normal wear or an external accident (abnormal use, maintenance fault, incorrect assembly).

## **PAYMENT CONDITIONS**

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Payments are as follows:

- No discounts except if stipulated otherwise.
- By check, bank or postal transfer
- 30 days net, no discount.
- Late penalties equal to the central rate (Refi rate) of the European Central Bank (ECB), in force on 1 January or 1 July according to the date of the order, plus 10 points: 10%. They shall be applied from the day following the date of payment on the invoice or, failing that, on the 31st day following the date of receipt of the goods or the completion of the performance of the service.

Invoices less than €160 including taxes payable upon reception. In the event of late payment, the seller may suspend all ongoing orders with no effect on any other possible action to be taken. Any sum outstanding at the due date and mentioned on the invoice will result in the legal application of late penalties for an amount equal to 1.5 times the legal interest rate. The seller reserves the right to set a debt limit, at any time and depending on risks, for each purchaser and to set certain payment deadlines or certain guarantees.

## **ELECTED DOMICILE AND JURISDICTION**

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Elected domicile is our head office For any litigation concerning the formation, validity, execution, interpretation or cancellation of our sales contracts, whether it be their particular conditions or the present general sales conditions governing them, the Commercial Court of our head office is the only competent authority, regardless of delivery location and the type of payment accepted, and even in case of invoking the guarantee, several deference counsels, urgent situations or incidental claim.