

General terms and conditions of sale

1. -Application of the general conditions of sale - Enforceability of the terms and conditions

These General Terms and Conditions (GTC) are systematically sent or given to each professional buyer for it to order. Therefore, the placing of an order implies full and unreserved adherence to the professional buyer these Terms, to the exclusion of all other documents such as brochures or catalogs issued by the seller and have that indicative. No particular condition can, except formal written acceptance of the seller, prevail against the GCS. Any contrary condition opposed by the professional buyer will, therefore, to express acceptance, unenforceable to the seller regardless of when it may have been brought to its attention. The fact that the seller does not prevail at a given time of any of these Terms shall be construed as a waiver to take advantage later of any of those conditions.

2. -Changing terms and conditions

Orders are not final until they have been confirmed in writing. The seller is not bound by orders taken by its representatives or employees subject to a written and signed confirmation. The benefit of the order is personal to the professional buyer and may not be transferred without the consent of the seller.

3. - Modification of the order

If the seller does not accept the modification or cancellation, any down payment will not be returned.

4. - Delivery

4.1. Terms

Delivery is made either by direct delivery of the product to the purchaser, or by simple notice of availability, or by delivery to a shipper or carrier at the seller's premises.

4.2. Delay

Deliveries are only carried out according to availability and in the order of arrival of orders. The seller is authorized to complete deliveries or partially. Delivery times are listed as accurately as possible, but depend on the possibilities of supply and transportation of the seller. The delivery time overruns cannot give rise to damages, deductions or cancellation of orders. Are considered as force majeure releasing the seller from its obligation to deliver: God, fire, strikes, accidents, impossibility for himself of being supplied. The seller will keep the buyer informed professional, timely, cases and events listed above. In any event, delivery on time can only intervene if the professional buyer has fulfilled its obligations to the seller, regardless of the cause.

4.3. Risks

The products are available against carriage or refund instead agreed; in all cases, they travel at the risk of the recipient to which it belongs in case of damage or missing items to make all necessary findings and to confirm its reserves by extrajudicial act or by registered letter with acknowledgment of receipt from the carrier in three days of receipt of goods.

5. - Reception

Without prejudice to take vis-à-vis the carrier, claims for defects or non-compliance of the product delivered to the ordered product or packing slip, must be made in writing within eight days of arrival of the products. It will be up to the professional buyer to provide any justification as to the reality of defects or anomalies. He will leave the seller every opportunity to make the observation of these defects and to remedy them. He will refrain from intervening himself or to involve a third party for this purpose. For products sold in packaging, the weights and measures are authentic from the quantities delivered. Quantitative tolerances affect the delivery will be more or less 5% calculated on the basis of the number of units in the command.

6. - Return

6.1. Terms

Given the nature of the products and the specificity of packing and transport arrangements, no returns will be accepted.

6.2. Consequences

In case of defect or non-conformity of goods delivered, duly noted by the vendor on-site professional buyer can obtain a free replacement, or refund of products to choose from the seller to the exclusion of any compensation or damages.

7. – Using products with the professional buyer

As a buyer for the purposes of his business, it remains bound to a duty of prudence and caution in the use of products and in product storage conditions which must comply with the requirements and operating protocol made available by the seller, the professional buyer having to be evidence of compliance with this obligation. The seller can not be held responsible for misuse of the product by the professional buyer.

8. - Price

The products are supplied at the price in effect at the time of placing the order. Prices are net, ex, excluding taxes based on rates provided to the professional buyer. All taxes, duties, fees or other benefit payable under French regulations or those of an importing country or a transit country are the responsibility of the purchaser. Written agreement of the supplier, the shipping costs are always the responsibility of the professional buyer.

9. - Billing

An invoice is issued for each delivery and issued at the time it may have been issued unless a delivery, in which case a summary invoice referring to all issued delivery orders will be established every eight days.

10. - Payment

10.1. Terms

Unless otherwise agreed, payments shall be made to the following:

- Payment 30 days end of the decade of delivery by bank check or by bank transfer sent to Fruitofood;
- Payment 30 days end of the decade of delivery by direct debit from bank or postal account.

In case of delayed payment or future constitute a payment under this section, not the mere presentation of a bill of exchange or a check implying an obligation to pay, but their settlement on the agreed date.

10.2. Delay or failure

In case of late payment, the seller may suspend all pending orders, without prejudice to any other action.

Any amount not paid on the due date on the invoice entails the application of penalties in an amount equal to one and half times the legal rate of interest. These penalties will be payable on request of the seller. The amount of the late payment interest will be charged full out all rebates, discounts or rebates owed by the seller.

In case of default, Forty-eight hours after a formal notice has been given, the sale will be automatically canceled if the seller so that will ask for interim relief the return of the goods without prejudice to any other damages interests. The resolution will hit not only the order in question but also to any previously unpaid orders, whether delivered or being delivered and that their payment is due or not. In case of payment by bill of exchange, failure to return the bill will be considered a refusal of acceptance likened to a default. Similarly, when payment is staggered, non-payment of a single installment will result in the immediate payment of the entire debt, without notice. In all the above cases, the sums due for other deliveries or for any other reason, become immediately payable if the seller does not opt for the resolution of the corresponding controls. The professional buyer must reimburse all costs incurred by the legal recovery of sums due, including judicial officers fee. In any case, payments may be suspended or be subject to any compensation whatsoever without the prior written consent of the seller. Any partial payment shall first be applied to the unsecured portion of the debt and on amounts whose payment is the oldest. The seller intends to make any discount for cash payment or an earlier date than that resulting from the conditions of sale.

10.3. Requirement or regulation guarantees

The seller reserves the right, at any time, depending on the risks involved, to cap the overdraft of each professional buyer and require certain time of payment or guarantees. This will be the case if a change in the debtor's ability in his profession, in the person of the leaders in the form of the company, or if a transfer, lease, pledge or contribution put into its fund has an effect unfavorable to the credit of the professional buyer.

11. - Risk Transfer

The transfer of risk on products, even if Franco agreed sale occurs upon shipment warehouses of the seller. Given the product storage conditions during transport, the seller shall indicate the maximum period within which the products will be delivered to the professional buyer and will not be held responsible for any missed deadlines. One result is that the goods at the risk and peril of the professional buyer to which it belongs in case of damage, loss or missing, making reserves or exercising any recourse to the responsible carriers.

12. - Retention of title

The seller retains title to the goods delivered by him until payment of the full price in principal and accessory in terms of law of 12 May 1980 and 25 January 1985 (Act No. 335 of 12 May 80 1980 and Act No. 85-98 of 25 January 1985). Professional buyer will bear the burden of risk in case of loss or destruction and shall subscribe with a reputable company an insurance policy against the loss, destruction of theft. In case of non-payment of a single installment, the return of goods delivered may be claimed by the seller and claim will be made by registered letter with acknowledgment of receipt.

The seller will retain as a penalty clause of deposits that could have been paid prior to the termination of the contract which will occur from the date of claim of goods. It is expressly agreed that the ownership of the goods under this contract of sale will be transferred to the purchaser as to the full payment of the purchase price. The seller reserves the right to take advantage of this clause retention of title to any failure of the professional buyer, and, by registered letter with acknowledgment of receipt. In case of judicial settlement, this clause is binding on the creditors.

13. - Packaging

The products are delivered in special packaging. Packages marked the seller can only be used for its products and may in no case be used for other products than its own. Any violation of this rule would expose the perpetrator to criminal prosecution and payment of damages.

14. -Competence - Dispute

Any disputes relating to the execution of this contract covered by the Commercial Court of Chartres sole jurisdiction to arbitrate, even if the call incidental action in warranty or multiple defendants and regardless of the geographical location of the contentious material.