GCS GENERAL CONDITIONS OF SALE

1 SCOPE OF GENERAL CONDITIONS OF SALE

The present general conditions of sale (GCS) apply by rights to all sales of products made by BIOCORP PRODUCTION Company (the Seller) to its customers (the Customer).

In the absence of any stipulation to the contrary in a written contract signed by the Vendor and the Customer, these General Terms and Conditions shall apply not only to the first sale concluded with the Customer, but also to all subsequent sales. Thus, they form the basis of all commercial negotiations between the Seller and the Customer and are systematically provided to each Customer when placing an order. They are included on the reverse of the order acknowledgement form provided to the Customer and are also available at any time upon written request to the Seller.

They prevail over the terms of purchase of the Customer, except in the case of formal and written acceptance to the contrary by the Seller. Therefore, each condition attempted to be applied by the Customer, without express written acceptance, will not apply, regardless of when it has been brought to the attention of the Seller.

The fact that the Seller does not take advantage, at any time, of any of the provisions of these general conditions of sale cannot be construed as waiving their right to a later claim of applicability of any such conditions.

The sale is deemed completed on the date of acceptance by the Seller.

Each order implies the total agreement to the present general conditions of sale, which prevail over all others.

2 ORDER

For an order to be acknowledged, the Customer shall make a request to the Seller in writing, or by e-mail, sent to the following address:

BIOCORP PRODUCTION

Address : Parc Technologique de Lavaur La Béchade

Tél : (33).04.73.55.70.50

e-mail : commande@biocorp.fr

To be valid, the order shall include the quantity requested, the brand, the type, the references of the products sold and the agreed price, the terms of payment, the place and date of delivery or the date of collection.

Even when the orders are taken through sales representatives or employees of the Seller, they are considered as definitive only when they have been confirmed in writing, and they shall only be deemed accepted by the Seller when also confirmed in writing.

Except when indicated by specific written convention, the confirmation of the order by the Seller implies, for the Customer, the acceptance of the conditions of sale, the acknowledgement of their contents and the waiver of application of their own purchasing terms.

In case of shortage, the Seller will fulfil the orders according to the order of arrival and product availability.

3 ORDER MODIFICATION

Any modification or cancellation of an order requested by the Customer can only be taken into consideration if it is received in writing within 15 days of written acceptance of the order by the Seller. The Seller reserves the right not to accept orders that do not comply with the delivery units set by the Vendor.

In all cases, should the Seller not approve the modification or the cancellation, Customer shall have no right to a refund of any previously paid deposits or part-payments.

4 PRICE

Unless otherwise agreed in writing, the Seller's offers are valid for 30 calendar days from the date of dispatch.

The products are supplied at the price in force at the time of ordering, also available on request. Such prices are given in Euros and exclusive of tax.

The transport fees are invoiced in addition to the order, except for written convention to the contrary.

The occurrence of unavoidable events such as economical, geopolitical or other commercial circumstances or regulations, such as but not limited to unforeseen labor conflict, legislative change, natural disasters, pandemic, war or threat of war, mobilization or unforeseen military call-up, riots, insurrections, general shortage of transport or goods or significant increases to energy (including oil/petrol prices) and/or raw material costs, may result in an unrealistic or uneconomic financial situation for the fair execution of a contractual arrangement. In the event of one or more of these occurrences, Biocorp reserves the right to modify its tariffs at any time during the period noted herein and with immediate effect on future orders, in order to appropriately respond to such events and ensure fair economic balance.

5 DELIVERY

5.1 TERMS

Delivery is made in accordance with the order either by direct delivery of the product to the Customer, or by notice of availability at a particular site, or by handover to a postal service or a transporter on the premises of the Seller, at the expense and risks of the Customer, as described hereafter.

The Customer undertakes to collect the delivery within 8 days following a notice of availability. After this period expires, the Seller may consider the order cancelled and the sale unilaterally terminated by the Customer. In this case, the Seller has the right to retain all payments made of any kind (deposit or otherwise) in connection with the order.

5.2 DELIVERY TIMES

Deliveries are only operated according to the availability and the order of arrival of orders. The Seller is authorized to deliver the order in whole or in part.

Delivery times are indicated for information only on the order form depending on supply and transport availability.

Delivery times that overrun do not give rise neither to compensatory damages nor to the retention or the cancellation of orders already placed and currently under processing.

However, if the product has not been delivered more than two months after the planned delivery date for any other reason except a case of force majeure, the sale may be cancelled by either one of the parties; in this case, the Customer may request reimbursement of any deposits or payments previously made, excluding the possibility for obtaining any compensation or damages.

Force majeure cases releasing the Seller from the obligation to deliver an order, may be as follows: war, riot, fire, strikes, accidents, pandemics, which may or may not involve widespread government containment/lockdown procedures, impossibility of receiving its own deliveries.

The Seller will keep the Customer informed, within a reasonable timeframe, of the occurrence of any above-mentioned events.

In all cases, timely delivery will only occur if the Customer is up to date in the fulfilment of their obligations towards the Seller.

5.3 RISKS

Unless otherwise agreed, the products shall be delivered to the agreed location and according to the Incoterm 2020 validated on the order acknowledgement. They travel at the Customer's risk and peril, notwithstanding the retention of title clause below. It is therefore the Customer's responsibility, in the event of damaged or missing items, to make all necessary observations and to confirm any reservations by extrajudicial act or by registered letter with acknowledgement of receipt to the carrier within 48 hours following receipt of the goods.

6 RECEPTION

Without prejudice to the measures to be taken with regard to the carrier, complaints about apparent defects, the non-conformity of the product delivered versus the product ordered or of the dispatch note, must be made in writing within eight days of the arrival of the products.

It will be up to the Customer to provide any justification as to the reality of the defects or anomalies observed. The Customer must give the Seller every facility to proceed with the confirmation of these defects and to remedy them. The Customer shall refrain from directly intervening or having a third party intervene for this purpose. For products sold in packaged form, the weights and measures noted at departure are the proof of the quantities delivered.

7 RETURNS

7.1 TERMS AND CONDITIONS

Any product return must be the subject of a formal agreement between the Seller and the Customer. Any product returned without this prior agreement is held at the disposal of the Customer and does not give rise to the establishment of any credit note. The costs and risks of the return are always borne by the Customer.

No returns will be accepted after a period of 15 days following the delivery date.

Returned goods are accompanied by a returns slip to be attached to the package and such goods must be in the condition in which the Seller delivered them.

7.2 CONSEQUENCES

Any return accepted by the Seller will lead to the establishment of a credit note in favour of the Customer, after qualitative and quantitative verification of the returned products; returns that do not comply with the above procedure will be compensated to the Seller by the loss of any advance payments made by the Customer.

8 WARRANTY

All products supplied by the Seller benefit from the legal guarantee provided by articles 1641 and following of the French Civil Code.

In the event of non-conformity of a product sold, it may be returned within 15 days of delivery by the Customer to the Seller who, at its sole discretion, will accept its return, exchange it or refund it.

9 INVOICING

For each delivery, an invoice is provided and becomes due upon such delivery. An invoice may also be issued for payment of a deposit upon confirmation of an order or at any other time that invoicing is required by the Seller.

10 PAYMENT

10.1 TERMS

Unless otherwise agreed, payments shall be made on the thirtieth (30th) day following the date of despatch of the goods.

The Seller does not intend to grant any discount for cash payment or payment made at a date earlier than that resulting from these general terms and conditions of sale.

The Customer refrains from offsetting any claims against the payment of the price and waives any right of set-off it may have against the Seller, unless this has been previously authorised in writing by the Seller or is the result of a final court decision.

That which constitutes a payment within the meaning of this article shall not be the simple handing over of a bill of exchange or cheque implying an obligation to pay, but the settlement of sums owed on the agreed due date.

10.2 LATENESS OR DEFECT

Any dispute relating to invoicing must be raised within 10 days of receipt of the invoice, so that it can be processed before the payment deadline. The part of the invoice not in dispute will be paid by the Customer on the due date.

In the event of late payment, the Seller may suspend all current orders, without prejudice to any other course of action.

Any sum not paid by the due date shown on the invoice shall automatically incur, from the day following the payment date shown on said invoice, the application of late payment interest equal to three times the legal interest rate. These penalties are payable without any requirement for formal notice by the Seller.

Unless specifically agreed otherwise, the amount of this late payment interest shall be automatically deducted from any discounts, rebates or rebates owed or granted by the Seller.

In the event of non-payment, forty-eight hours after a formal notice has remained unsuccessful, the sale shall be legally and automatically terminated if the Seller so wishes, who may also request, in summary proceedings, the return of the products, without prejudice to any other damages. Cancellation applies not only to the order in question but also to all previous unpaid orders, whether delivered or in the process of being delivered and whether or not payment is due. In the case of payment by trade bill, failure to return the bill will be considered as a refusal of acceptance equivalent to a failure to pay. Likewise, when payment is deferred, non-payment of a set partial amount at a given due date will result in the entire debt becoming immediately payable, without notice of default being required.

In all the above cases, the sums that would be due for other deliveries, or for any other reason, shall become immediately payable, if the Seller does not opt for the cancellation of the corresponding orders.

Any invoice recovered by the Seller's legal department in the event of definitive non-performance by Customer shall be increased, as a non-reducible penalty clause within the meaning of article 1231-5 of the French Civil Code, by a fixed compensation of 15%.

Any delay in payment shall automatically render the debtor liable to pay a flat-rate indemnity for collection costs of 40 euros, without prejudice to additional compensation.

Under no circumstances may payments be suspended or be subject to any compensation whatsoever, without the prior written agreement of the Seller. Any partial payment will be charged firstly to the non-preferential part of the claim, then to the oldest outstanding sums due.

11 DETERIORATION OF THE CUSTOMER'S CREDIT RATING

Any deterioration in the Customer's credit rating may justify the requirement for cash payment before the execution of orders received.

This will notably be the case if a modification, or if a transfer, rental, pledge or contribution of the Customer's business has an unfavourable effect on the Customer's credit rating.

12 RETENTION OF PROPRETY

The transfer of ownership of the goods is subject to the full payment of the price of the goods by the Customer, including both principal and accessories prices. Payment is only deemed to have been made when payment is actually received by Supplier. Any clause to the contrary, which may be inserted in the Customer's general terms and conditions of purchase, shall be deemed to be inapplicable.

By express agreement, the Seller may enforce the rights it holds under this retention of title clause, for any of its claims, on all of its products in the Customer's possession, such products being conventionally presumed to be those that are unpaid, and the Seller may take them back as compensation for all the amounts of its invoices that remain unpaid.

In the event of non-payment of an invoice on the due date, the Seller may demand that the sale be cancelled and that the unpaid goods be reclaimed after sending a formal notification.

In the event of the commencement of a insolvency proceedings and subject to the legislation in force, current orders will be automatically cancelled and the Seller reserves the right to reclaim the goods.

The costs of returning and restoring the goods claimed are borne by the Customer.

13 APPLICABLE LAW – JURISDICTION- DISPUTE

All sales made by the Seller are governed by French law, notwithstanding any treaty, international convention, legal or regulatory provisions to the contrary.

In the event of a dispute relating to the interpretation or execution of their agreements, the parties shall seek, before any legal action, an amicable agreement and shall provide each other with all the necessary information to this effect.

In the absence of an amicable settlement of the dispute within a maximum period of 2 months, the courts of CLERMONT-FERRAND (63) shall have sole jurisdiction in the event of a dispute of any kind or a dispute relating to the formation or execution of the order, unless the Seller prefers to bring the matter before any other competent court.

This clause applies even in the case of summary proceedings, incidental claims or multiple defendants or guarantee calls, and whatever the method and terms of payment, without any clauses attributing jurisdiction that may exist on the Customer's documents being able to prevent the application of this clause.

14 LANGUAGE OF THE CONTRACT

These general terms and conditions of sale have been written in French and translated into English. In the event of any difficulty of interpretation, the French version shall prevail.