



GENERAL TERMS AND CONDITIONS OF SALE – Professional clients (Version 04/2025)

ARTICLE 1 – DEFINITION

Client: any natural or legal person who, acting exclusively in the context of their professional activity, places an order for **Products** with CHARLET BAZON – NORD PRIMEURS.

Quotation: commercial offer issued and sent by CHARLET BAZON – NORD PRIMEURS, to the Client prior to any order.

Party(ies): the Client and/or CHARLET BAZON – NORD PRIMEURS.

Products: the products CHARLET BAZON – NORD PRIMEURS offers for sale, i.e. a wide variety of fresh fruit and vegetables.

ARTICLE 2 – SCOPE

The Client acknowledges that these General Terms and Conditions of Sale (hereinafter the "GTC") are the only basis for commercial negotiation and accepts them irrevocably from the first order. No other terms and conditions, clauses or provisions modifying these GTC may be invoked against CHARLET BAZON – NORD PRIMEURS.

The Client acknowledges being fully aware that acceptance of the GTC does not require the handwritten signature of this document, nor formal adherence, but is the result of simply placing an order.

CHARLET BAZON – NORD PRIMEURS reserves the right to amend its GTC at any time. The Client will be informed of any amendment when the order is confirmed or by any other written means. As of the update of the latest version of the GTC, all other previously issued conditions are cancelled and replaced.

ARTICLE 3 – RESALE OF PRODUCTS

When operating as a reseller, the Client guarantees that the Products will be resold under conditions complying with the standards in force in the destination markets and in compliance with the applicable regulations.

The Client is authorised to resell the Products through distribution channels that comply with the best commercial practices, including online sites belonging to the Client or official online platforms and marketplaces.

The Client may only use the brands, logos and communication elements of CHARLET BAZON – NORD PRIMEURS with its prior agreement and in compliance with the communication guidelines provided by CHARLET BAZON – NORD PRIMEURS. The Client shall refrain from any action likely to alter the image, reputation or value of the products and brands of CHARLET BAZON – NORD PRIMEURS.

The Client takes full responsibility for placing the Products on the market in its territory of resale and undertakes to:

- Inform its own customers of the storage conditions and safety precautions relating to the Products;
- Comply with local regulations in terms of labelling, food safety, traceability and conformity;
- Handle any claim or dispute related to the resale of Products, except in the event of a failure directly attributable to CHARLET BAZON – NORD PRIMEURS.

The Client undertakes to inform CHARLET BAZON – NORD PRIMEURS immediately in the event of:

- Modification of its activity that may impact the distribution of the Products;
- Significant complaints from its customers or reports of non-compliance;

In the event of non-compliance with this clause, CHARLET BAZON – NORD PRIMEURS reserves the right to:

- Withhold any further delivery of Products;
- Demand the immediate withdrawal of Products marketed in breach of these terms and conditions;



- Terminate the GTC ipso jure, without prejudice to any action for damages.

ARTICLE 4 – PRODUCTS

It is the Client's responsibility to request all relevant information before placing a Product order, and CHARLET BAZON – NORD PRIMEURS accepts no responsibility in this respect.

The Client declares and acknowledges that the negotiations preceding the order were conducted in good faith and that prior to the order they received all the necessary and useful information to enter into a transaction with full knowledge of the facts.

CHARLET BAZON – NORD PRIMEURS reserves the right to discontinue the sale of any products and/or to modify their characteristics at any time without prior notice, and such modification shall not give rise to the right to payment of any damages whatsoever.

Any statements, offers or descriptions made by CHARLET BAZON – NORD PRIMEURS and published on a website or in catalogues, lists, leaflets or other advertising material are provided for information purposes only and shall not be considered as commitments with contractual value.

Aesthetic differences may exist between the Product and the products presented in the price offer or order confirmation. These differences, provided that they do not relate to the fundamental characteristics of the Product and do not affect their quality, shall not justify cancellation of the order or refusal of delivery or payment by the Client.

ARTICLE 5 – PRICE

Product prices are set on the basis of a price list that is updated daily in line with fluctuations in market prices for fruit and vegetables. The prices shown in the price list are expressed in euros (excluding VAT) and are subject to change at any time depending on market conditions.

The applicable price is the price in force on the day the order is placed by the Client. Consequently, any Quotation previously issued is for information purposes only and does not guarantee the final price.

To ensure transparency, updated prices are communicated to customers electronically or by any other mutually agreed means of communication. By validating the order, the customer acknowledges being aware of the prices in force on that day.

In the event of exceptional fluctuations in prices or significant variations in costs (transport costs, taxes, customs duties), CHARLET BAZON – NORD PRIMEURS reserves the right to adjust prices even after confirmation of the order, provided that the Client is informed as soon as possible.

On placing an order, the Client fully accepts the pricing conditions in force and acknowledges that prices may vary each day. No claims relating to price variations will be accepted after validation of the order.

Unless otherwise stipulated in the order, prices are defined on the basis of the Incoterm 2020 ® FCA **1 rue Volta - 62217 Tilloy Les Mofflaines - France**.

Depending on the Incoterm chosen, and in addition to transport costs, prices may not include taxes, charges, customs duties or other sums payable (exchange or transfer bank fees) in addition to the price, in accordance with French laws or those of the importing country or a country where the Products transit. Any such expenses will be at the Client's expense. Products sold to professionals within the EU are invoiced exclusive of tax, on condition that the Client's intra-Community VAT number is provided.

ARTICLE 6 – ORDERS

The order is formalised by the signature of the Quotation issued by CHARLET BAZON – NORD PRIMEURS, or by the Client's order validated by CHARLET BAZON – NORD PRIMEURS.

The Client cannot cancel an order accepted by CHARLET BAZON – NORD PRIMEURS. If the Client requests to cancel the order, the full amount of the order will be due.

CHARLET BAZON – NORD PRIMEURS reserves the right to refuse, cancel or suspend the order and to express reservations in the following cases:



- ✓ When the Client has already experienced payment problems (non-payment or late payment) for one (or more) previous order(s), or in the event of an investigation revealing a lack of solvency of the Client.
- ✓ When the Client is based in a country or territory where CHARLET BAZON – NORD PRIMEURS has already granted exclusive sales rights to another professional, or where CHARLET BAZON – NORD PRIMEURS is not authorized to distribute the Products.
- ✓ If the Client fails to fulfil an obligation described in these GTC or in the context of the existing commercial relationship.

ARTICLE 7 – TERMS OF PAYMENT AND LATE PAYMENT

Unless otherwise agreed in writing between the Parties, for sales in mainland France, orders for Products are payable within 30 days of the invoice date, by bank transfer in Euros, or by any other legal means of payment approved by CHARLET BAZON – NORD PRIMEURS.

Unless otherwise agreed in writing between the Parties, for sales outside mainland France, orders for Products are payable entirely in cash when the order is placed, by bank transfer in Euros, or by any other legal means of payment approved by CHARLET BAZON – NORD PRIMEURS.

No discount will be granted for early payment.

Any delay in payment on the due date may lead, at the sole discretion of CHARLET BAZON – NORD PRIMEURS, and without any formal notice, to the invoicing of a fixed penalty of €40 (forty), increased by late payment interest at the rate of 3 times the legal rate per day of delay.

In the event of late payment or non-payment, CHARLET BAZON – NORD PRIMEURS has the right, at its own discretion and without prior notice, to take any legal action or to suspend deliveries relating to orders in progress, or cancel confirmed orders to be executed, without prejudice to any other legal remedy. CHARLET BAZON – NORD PRIMEURS may unilaterally, after sending a formal notice, draw up or have drawn up an inventory of its Products in the possession of the Client, who undertakes, from the outset, to allow free access to its premises for this purpose, ensuring that the Products of CHARLET BAZON – NORD PRIMEURS can always be identified.

In the event of cancellation of an order for non-payment, any deposits paid by the Client will be retained by CHARLET BAZON – NORD PRIMEURS, without prejudice to any other damages that may be claimed.

ARTICLE 8 – DELIVERY

8.1 Delivery terms

The terms of delivery of the Products, and in particular the Incoterm chosen by the parties, are defined in the order. If no Incoterm is defined in the order, delivery will follow the rules of Incoterm 2020 ® FCA.1 rue Volta - 62217 Tilloy Les Mofflaines - France. Because of the variations in transport related to the origin of the Products (delays, transshipment, etc...), the delivery times announced by CHARLET BAZON – NORD PRIMEURS cannot be binding and non-compliance with these delivery times cannot under any circumstances cause the cancellation of the order, nor the application of penalties and/or interest for late delivery and/or compensation of any kind payable by CHARLET BAZON – NORD PRIMEURS.

When the Client is an importer, it undertakes to comply with all regulatory obligations applicable to importing plant products into its country, in particular any phytosanitary requirements in force at the time of delivery.

8.2 Transport and Reception – Reserves

8.2.1 When delivery is made according to an Incoterm where the Client is responsible for transport, the transfer of risks takes place as soon as the Products are handed over to the carrier designated by the Client, at the agreed place of departure. From that moment onwards, CHARLET BAZON – NORD PRIMEURS is released from all liability, including in the event of loss, theft, deterioration or damage occurring during transport, unless there is proof of fault on its part in the packaging, labelling or delivery of the Products.

It is the sole responsibility of the Client to:



- Record any specific reservations on the delivery slip, in the presence of the driver, at the time of receipt of the Products;
- Confirm these reservations in writing to the carrier, by registered letter with acknowledgement of receipt, within the legal time limits applicable depending on the mode of transport used;
- Undertake, at its own expense and under its sole responsibility, any action or claim against the carrier.
- Notify these reservations to CHARLET BAZON – NORD PRIMEURS on the day of delivery by any conclusive means.

Under no circumstances can CHARLET BAZON – NORD PRIMEURS be held liable for damage occurring during transport when this operation is under the exclusive responsibility of the Client. Any action or claim relating to transport must be brought exclusively against the carrier.

8.2.2 When delivery is made under an Incoterm where CHARLET BAZON – NORD PRIMEURS is responsible for transport, any quoted delivery rate, where applicable, by NORD PRIMEURS is given for information only and is subject to change at any time prior to delivery, at the sole discretion of CHARLET BAZON – NORD PRIMEURS.

CHARLET BAZON – NORD PRIMEURS remains responsible for transport to the agreed delivery point. However, in the event of an irregularity, damage or loss recorded on delivery, it is the Client's responsibility, under penalty of foreclosure of any claim against CHARLET BAZON – NORD PRIMEURS, to comply with the procedures set out below, depending on the mode of transport used.

With regard to road transport (national or international), in accordance with the provisions of article L.133-3 of the French Commercial Code, it is the Client's responsibility to:

- Record any specific reservations on the delivery slip, in the presence of the driver, at the time of receipt of the Products;
- Confirm these reservations in writing to the carrier, by registered letter with acknowledgement of receipt or extra-judicial document, within the applicable legal time limit of seven (7) days (excluding public holidays) from delivery;
- Notify these reservations to CHARLET BAZON – NORD PRIMEURS on the day of delivery by any conclusive means.

With regard to shipping, in accordance with the provisions of Article L.5422-18 of the French Transport Code, it is the Client's responsibility to:

- Record compulsory reservations on delivery, in the event of apparent damage;
- Confirm these reservations in writing within three (3) clear days of delivery, in the event of hidden damage;
- Notify these reservations to CHARLET BAZON – NORD PRIMEURS on the day of delivery by any conclusive means.

With regard to air transport, in accordance with the provisions of the Montreal Convention, it is the Client's responsibility to:

- Submit written reservations within fourteen (14) days of delivery, in the event of damage;
- Submit reservations within twenty-one (21) days after the goods are ready to ship, available, in the event of delay;
- Immediately lodge a complaint as soon as the non-delivery is confirmed, in the event of loss;
- Notify, in all cases, these reservations or complaints to CHARLET BAZON – NORD PRIMEURS on the day of delivery by any conclusive means.



Failure to comply with the above procedures and deadlines invalidates any claim against CHARLET BAZON – NORD PRIMEURS, and CHARLET BAZON – NORD PRIMEURS may not be held liable for any damage incurred during transport, except in the event of a proven fault in the logistical organisation directly under its responsibility.

ARTICLE 9 – STORAGE AND HANDLING CONDITIONS

In order to guarantee the quality of the Products, and given their fragile and perishable nature, the Client undertakes to comply with the packaging, temperature, handling and storage conditions inherent to the products in question. It is the Client's responsibility to provide proof of these proper storage and handling conditions.

CHARLET BAZON – NORD PRIMEURS shall not accept any claim for any deterioration of the products resulting from improper storage or handling conditions.

ARTICLE 10 – CUSTOMS CLEARANCE AND CUSTOMS DOCUMENTS

If any customs operations have to be conducted as part of the sale transaction, each party shall assume responsibility for its own customs formalities, in particular those arising from the Incoterm chosen for the sale.

Customs compliance

The party responsible for or carrying out the export and/or import formalities shall provide the other party, on first request, with all the necessary customs documents required by the customs or tax authorities in order to justify the shipment of goods.

These documents include, but are not limited to, customs declarations, certificates of origin, commercial invoices, packing lists and any other document required by the customs authorities of the country of origin or destination.

The aforementioned documents shall be authentic, complete and comply with the laws and regulations in force in both the country of export and the country of import.

Each party undertakes to inform the other without delay of any changes in customs regulations that come to its knowledge, which could affect the export or import of the goods, and to take all necessary measures to ensure the goods continue to comply with these regulations.

In the event of customs clearance of goods under a preferential arrangement entered into or granted by the European Union, CHARLET BAZON – NORD PRIMEURS guarantees that it has taken all necessary measures within the meaning of customs regulations to ensure that all conditions for implementing the preferential arrangement have been met.

Indemnification

The Client undertakes to indemnify CHARLET BAZON – NORD PRIMEURS for all losses, fines, penalties, legal and administrative costs, or other costs for which it should assume responsibility, and resulting directly or indirectly from the Client's non-observance of customs obligations.

This indemnity includes, without limitation, costs associated with the release of Products held by customs, additional storage costs, and losses arising from delays in the delivery of goods.

Cooperation clause in the event of customs inspection

Obligation to cooperate: In the event of a customs inspection, the parties undertake to cooperate fully with the customs authorities. Such cooperation includes the full and timely transmission of all necessary documents and information, assistance during inspections and a prompt response to requests from the customs authorities.

Immediate notification: In the event of a customs inspection or request for additional information by the customs or tax authorities, the relevant party undertakes to immediately notify the other party. This written notification must include all relevant details of the request or inspection by the customs or tax authorities, as well as the measures taken or to be taken by either party in response to this request.

The Client also undertakes to inform CHARLET BAZON – NORD PRIMEURS of any risk of delay, confiscation or other customs complications that may arise when importing the goods.

Taxes and Import liability



For customs clearance in the country of destination, the Client is exclusively authorised to organise, carry out and assume responsibility for customs clearance, including the payment of duties, taxes and other formalities, obtaining any permits, licences, approvals or authorisations required for importation.

ARTICLE 11 – INTELLECTUAL PROPERTY – CONFIDENTIALITY

The Client does not have any right to use the brands, logos, visuals or any other intellectual property rights shown on the Products or commercial documentation.

Any drawings, patterns, models, photos, graphic or type compositions, and more generally any documents or information relating to the Products or used in their design remain the exclusive property of CHARLET BAZON – NORD PRIMEURS and may not be reproduced, copied or disclosed to third parties without the prior consent of CHARLET BAZON – NORD PRIMEURS.

The Client undertakes not to disclose any commercial information or technical document belonging to CHARLET BAZON – NORD PRIMEURS, whether they come to its knowledge during the term of the contract, inadvertently or from other sources. Otherwise, CHARLET BAZON – NORD PRIMEURS will be entitled to damages for all incurred losses.

ARTICLE 12 – RETENTION OF TITLE

The transfer of ownership of the Products is subject to full payment of the price, including fees and taxes, by the Client to CHARLET BAZON – NORD PRIMEURS. Notwithstanding the retention of title clause, upon delivery of the Products, the Client shall bear all the risks that the Product may bear or cause.

In the event of non-payment by the Client on the due date, CHARLET BAZON – NORD PRIMEURS may, without losing any of its other rights, demand the return of the Products at the Client's expense and risk.

ARTICLE 13 – GUARANTEE

CHARLET BAZON – NORD PRIMEURS guarantees that the Products delivered comply with the regulations in force applicable in the country of dispatch at the time they are made available, particularly with regard to:

- Sanitary and phytosanitary standards applicable to plant products,
- Requirements for product traceability, labelling, packaging and classification,
- Obligations relating to the use of plant protection products, where applicable.

CHARLET BAZON – NORD PRIMEURS undertakes to provide, at the Client's request, any supporting documents required to import the Products into the importing country, including, but not limited to, phytosanitary certificates, batch sheets, customs documents or certificates of origin.

However, it is the Client's sole responsibility to verify that the Products are authorised for import into the country of destination and that they are compatible with their destination. CHARLET BAZON – NORD PRIMEURS may not be held liable in the event of refusal to import or destruction of the Products by the authorities of the country of destination due to non-compliance with applicable local regulations.

CHARLET BAZON – NORD PRIMEURS guarantees that the Products comply with the contractual specifications at the time they are made available. Due to the perishable nature of the Products, no guarantee of preservation can be given beyond this date.

Any complaint regarding the quality or conformity of the Products must be made in writing within 24 hours of receipt of the Products, with supporting documentation (photographs, certificate of non-conformity, etc.). Otherwise, the Products will be deemed to have been accepted without reservation.

The guarantee does not cover defects resulting from improper storage or handling, a cold chain failure or improper handling after receipt by the Client.

Given the agricultural nature of the goods, the Client accepts a tolerance of 5% on the Products' visual or dimensional characteristics.



In any event, the liability of CHARLET BAZON – NORD PRIMEURS for the implementation of the guarantee under this article is limited, at the Client's discretion, to replacing the Products or reimbursing the price paid for said Products, and excludes any other compensation. No compensation will be payable for indirect losses.

ARTICLE 14 – PERSONAL DATA

As part of the performance of this contract, the parties may be required to process personal data (as defined by Regulation (EU) 2016/679 of 27 April 2016, known as the 'GDPR').

Each of the parties undertakes to comply with the applicable legislation on personal data protection and to take all necessary measures to guarantee the security and confidentiality of the processed personal data.

The data collected under this contract is used solely to process the commercial relationship. This data are kept for the length of the contract and as long as necessary in order to comply with legal and regulatory obligations.

Individuals whose personal data is processed have the right to access, rectify, limit, reject and delete their personal data, which they may exert by contacting: julien.lukaszcyk@nordprimeurs.com

ARTICLE 15 – FORCE MAJEURE

Should a force majeure situation occur, the parties cannot be held liable if at least one of their respective obligations is not fulfilled or is delayed. Force majeure or fortuitous events are events beyond the control of the parties (events that they could not be required to foresee, avoid or overcome, in particular: fire, flooding, war, riots, epidemics, roadblocks, production shutdowns due to unforeseen breakdowns, the impossibility to obtain supplies of raw materials, total or partial strikes (in particular electricity and gas companies, carriers, etc.), government decisions, restrictions on market access, embargoes, severe weather, etc. In such circumstances, the party acknowledging the force majeure situation must notify the other party of the impossibility of performing its obligations, by e-mail within 24 (twenty-four) hours of the occurrence of the events. As a result, the respective obligations are suspended for 30 (thirty) days, without this giving rise to the payment of damages. If the situation lasts for more than 30 (thirty) days from the date of its occurrence, the sales contract may be terminated by the most diligent party. Such termination shall take effect on the date of first presentation of the registered letter with acknowledgement of receipt terminating the sales contract.

ARTICLE 16 – HARDSHIP CLAUSE

The parties agree that 'hardship' refers to any unforeseeable situation beyond the control of the Parties, arising after the conclusion of the contract, which makes the performance of the contractual obligations excessively costly for one of the Parties. This may include, but is not limited to, significant changes in economic conditions, currency fluctuations, legislative or regulatory changes, including applicable customs or phytosanitary rules, natural disasters, armed conflicts, strikes or embargoes.

The party affected by a hardship situation must notify the other party in writing as soon as possible after the occurrence of the event, providing details of the nature of the hardship, its impact on the performance of the contract and the measures proposed to resolve it.

Upon receipt of the notification, the parties undertake to meet within fifteen (15) days to discuss the situation and attempt to find an amicable solution. The parties may agree to modify the terms of the contract, temporarily suspend performance of the obligations or take any other suitable measure to mitigate the effects of the hardship.

If the parties fail to reach an amicable agreement within sixty (60) days of notification, they agree to submit the dispute to mediation in accordance with the regulations of the Paris Mediation And Arbitration Centre (CMAP) before taking any legal or arbitration proceedings.

If mediation fails and the hardship persists, making performance of the contract impossible or unreasonably onerous, either party may request termination of the contract. Termination will take effect on receipt of the request for termination by the other party, unless agreed otherwise by the parties.

In the event of termination of the contract for hardship, the parties undertake to return services already received as far as possible and to settle any accounts between them in good faith for services partially performed.



ARTICLE 17 – APPLICABLE LAW – DISPUTES

These GTC are governed by French law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GTC.

In the event of any dispute arising during the performance hereof regarding the validity, execution or interpretation of the contract, the Parties agree to meet within 15 (fifteen) days of the occurrence of the dispute to attempt to reach an amicable settlement.

Should an amicable settlement fail, any dispute relating to the application of these GTC and/or arising from any sale between CHARLET BAZON – NORD PRIMEURS and the Client will be brought before the relevant courts where CHARLET BAZON – NORD PRIMEURS has its registered office, even in the event of multiple defendants or warranty claims.

The General Terms and Conditions of Sale are written in French and English. The French version shall prevail in the event of any contradiction or necessary interpretation.