

# GENERAL CONDITIONS OF SALE OF SALE PERLES DE GASCOGNE

## 1. DEFINITIONS

### 1.1. GENERAL DEFINITIONS USED IN THESE GENERAL TERMS AND CONDITIONS OF SALE

Under these General Conditions of Sale, all of the following terms, including a capital letter, have the meaning indicated below and are understood to be both singular and plural:

- **Purchase order :** Means the contractual document by which the Customer places an order to purchase a Product from PERLES DE GASCOGNE;
- **Terms and conditions:** Means these General Conditions of Sale;
- **Customer :** Means any natural or legal person acting for professional purposes, wishing to place or having placed an Order with the Seller;
- **Order :** Means the process allowing the Customer to benefit from a Product offered for sale by the Seller;
- **Part(s):** Means any person who has signed and adhered to the T&Cs and the principles and obligations contained therein;
- **PERLES DE GASCOGNE or Seller:** Refers to the company PERLES DE GASCOGNE, a simplified joint-stock company with share capital of €10,000, whose registered office is located at 3 Allée de Vidalou, 47300 PUJOLS , registered in the AGEN trade and companies register under number 438 699 548; VAT number FR37438699548 + EORI number FR3743869954800014 + [www.perles-gascogne.com](http://www.perles-gascogne.com)
- **Third party :** Means any other person excluding the Parties.

### 1.2. PRINCIPLES OF INTERPRETATION

The titles of the Articles and paragraphs are used for information purposes only and will not in any way affect the interpretation of these General Conditions of Sale.

Unless the context otherwise requires, references to Articles and Annexes shall be construed as Articles and Annexes of these General Terms and Conditions of Sale. The calculation of time limits shall be carried out under the conditions set out in Articles 640 et seq. of the Code of Civil Procedure. The words "including", "including" and "in particular" shall be interpreted as referring to examples only and shall not limit the generality of the words preceding them.

## 2. PURPOSE OF THE GENERAL CONDITIONS OF SALE

These General Terms and Conditions constitute, in accordance with Article L. 441-6 of the French Commercial Code, the sole basis of the commercial relationship between the Parties. They apply, without restriction or reservation, to all Services provided by the Seller to its Customers as well as to any Order placed with the Seller by a Customer, regardless of the clauses that may appear on the Customer's documents, and in particular its general terms and conditions of purchase.

In this regard, these General Conditions of Sale are intended to apply exclusively in the relationship between PERLES DE GASCOGNE and the Customer.

In accordance with the regulations in force, these General Terms and Conditions are systematically communicated to all Customers upon transmission of the quote or order, to enable them to place an Order with PERLES DE GASCOGNE. They are also communicated to all Customers prior to the conclusion of a single agreement referred to in Articles L. 441-3 et seq. of the French Commercial Code, within the legal deadlines. Any order implies, on the part of the Customer, acceptance of these General Terms and Conditions.

The General Conditions of Sale are intended in particular to remind Customers of their rights and obligations as well as to explain the conditions relating to the sale and provision of the Products sold by PERLES DE GASCOGNE.

### **3. SCOPE OF THE GENERAL CONDITIONS OF SALE**

These General Terms and Conditions apply to all Customers of the Seller, located in France or abroad.

### **4. ACCEPTANCE OF THE GENERAL CONDITIONS OF SALE**

The General Terms and Conditions are accepted by any Customer placing an Order, simultaneously with the acceptance of the quote or Order Form issued by PERLES DE GASCOGNE.

The Customer thus declares having read these General Conditions of Sale (GCS) and having accepted them.

Any dispute over any of these points shall be made within the framework of these General Terms and Conditions.

In accordance with Article 1119, paragraph 1<sup>of</sup> the Civil Code, once the Customer has read the General Terms and Conditions of Sale and accepted them, each of the clauses is binding on him and may be invoked against him.

### **5. CONTRACTUAL DOCUMENTATION**

No special condition may, except with the formal and written acceptance of PERLES DE GASCOGNE, prevail over these General Conditions of Sale.

The fact that PERLES DE GASCOGNE does not assert any of these General Terms and Conditions at any given time and/or a breach by the other Party of any of the obligations referred to in these general terms and conditions cannot be interpreted as a waiver by PERLES DE GASCOGNE of the right to assert any of the said conditions at a later date.

The contractual documents listed above constitute the entire agreement between the Customer and the Seller with respect to its subject matter and replace and cancel all prior declarations, negotiations, commitments, oral or written communications, acceptances, understandings and agreements between the Customer and PERLES DE GASCOGNE.

### **6. WAIVER OF COOLING-OFF PERIOD**

The Parties do not intend to make their commitment conditional on a period of reflection, this Contract taking effect in principle on the day of signature of the estimate or the Purchase Order, unless specifically stipulated in these General Terms and Conditions.

### **7. MODIFICATION OF THE GENERAL CONDITIONS OF SALE**

The General Conditions of Sale may be subject to modification by PERLES DE GASCOGNE, which the Customer expressly acknowledges and accepts.

The General Terms and Conditions applicable to the Customer are those in force on the day of the Order placed by the Customer.

### **8. AVAILABILITY AND PRESENTATION OF PRODUCTS**

In any event, the Products are offered within the limits of available stocks.

The essential characteristics of the Products are described and presented with the greatest possible accuracy by PERLES DE GASCOGNE on the Specification Sheets and on its website accessible at the following address: [www.perlesdegascogne.com](http://www.perlesdegascogne.com).

The Customer is solely responsible for choosing the Products.

For any additional information, the Customer may contact PERLES DE GASCOGNE directly using the contact details indicated below.

### **9. ORDER**

#### **9.1. Order Process**

Any Order is preceded by a request made by the Customer to PERLES DE GASCOGNE, in order to determine the type and quantity of Product(s) that the Customer wishes to order.

Orders can be placed by email to the following address: [infoscontact@perlesdegascogne.com](mailto:infoscontact@perlesdegascogne.com).

In this regard, and before any issue of an Order Form, the Customer undertakes to communicate the following information to PERLES DE GASCOGNE: its name and/or company name, the address of its head office, the address of the place of delivery of the Products, its email address, its telephone number and its VAT number (if applicable).

In addition, the Customer is required to communicate the delivery method he wishes to use for the delivery of the Products among the proposed Incoterms rules.

An acknowledgement of receipt of the Order will be sent by PERLES DE GASCOGNE following this Order, accompanied by these General Conditions of Sale.

In the event of a stock shortage, the Customer will be informed by return email or by telephone, and the availability times and a new delivery time, if applicable, may be communicated to them.

## **9.2. Quote and Purchase Order and Validation**

The Quote or Order Form is established by PERLES DE GASCOGNE on the basis of the information communicated by the Customer.

The Quote or Order Form includes the details of the Order made by the Customer as well as the details of the service requested from PERLES DE GASCOGNE. Each Order Form contains the following general information:

- the Purchase Order number;
- Customer identification;
- The Customer's billing address;
- The Customer's delivery address;
- The identification of each Product including its reference, description, quantity and unit price;
- The total price excluding and including VAT (for sales in France) of all Products;
- The "Incoterm" delivery method validated by the Customer ;
- Any additional costs related to the delivery of the Products;
- Any specific observations relating to the Product(s) and/or the Customer;

This Quote or Purchase Order is sent to the Customer by email.

## **9.3. Confirmation of the Order**

To confirm his Order firmly and definitively, the Customer must give his consent to the Order Form by a clear and unequivocal validation.

Any Order implies full and complete acceptance by the Customer of these General Terms and Conditions.

In the absence of receipt of the Purchase Order and full payment of the deposit or advance requested, where applicable, the supply of the Products cannot be required from PERLES DE GASCOGNE.

**In the absence of confirmation of the Order in accordance with the terms defined above, the Quote/Purchase Order will be deemed null and void within fifteen (15) days from its date of issue, unless otherwise stated.**

## **9.4. Modification of the Order**

PERLES DE GASCOGNE reserves the right, after having informed the Customer, to increase the prices for the supply of the Products and/or not to respect the delivery date appearing on the Customer's initial Order confirmation in cases where, after the establishment of the Order Form:

- The Client asks PERLES DE GASCOGNE to modify the content, volume or any other characteristic of the services initially requested or to add additional services to the services initially requested;
- One or more elements not previously revealed by the Customer would substantially modify the conditions of supply of the Products or Services.

In the absence of express consent from the Customer to these new conditions for the supply of Products or Services and/or invoicing, no commencement of execution of said supply may be required from PERLES DE GASCOGNE.

## **9.5. Cancellation of Order**

### **9.5.1. Before execution of the delivery of the Products by PERLES DE GASCOGNE**

Before PERLES DE GASCOGNE can begin execution of the delivery, the Customer has the option to cancel the Order, subject to payment by the latter of a sum equal to twenty-five (25) percent of the amount including tax of the Order in the case of a cash purchase.

### **9.5.2. After execution of the delivery of the Products by PERLES DE GASCOGNE**

Following the implementation of the delivery by PERLES DE GASCOGNE, which is analyzed as the sending of the Products, any cancellation will result in PERLES DE GASCOGNE invoicing the full amount due and provided for in the Purchase Order.

## **10. PRICE**

The Products are supplied at the current rates, subject to availability . Prices are expressed in Euros, excluding taxes and including all taxes.

VAT and various applicable taxes may vary depending on the country of delivery of the Products.

Prices are subject to review each year without notice or in the event of a significant increase in the cost of raw materials and/or packaging.

## **11. PAYMENT TERMS**

### **11.1. Principle**

The Seller shall not be required to deliver the Products ordered by the Customer if the latter does not pay the price under the conditions and in accordance with the terms indicated in this Article 11The following payment methods may be used: bank transfer

Payments made by the Customer will only be considered final after actual collection of the amounts due by the Seller.

### **11.2. Advance payment of Orders placed by Customers**

Any Order placed by a Customer must be paid for in full and in advance, prior to any delivery , unless otherwise stipulated in our quotes and order confirmations.

### **11.3. Default of payment**

PERLES DE GASCOGNE reserves the right not to fulfill its commitments in the event that the Customer fails to meet its obligations.

In particular, by way of derogation from Articles 1344 and 1344-1 of the Civil Code, any amount not paid on the due date will automatically and without prior formal notice give rise to the payment of interest at the legal rate on the day of invoicing plus 5 points.

Any professional customer in a situation of late payment is automatically liable to pay the company a fixed compensation for recovery costs; this amount is 40 euros.

However, when the recovery costs incurred are greater than the amount of this fixed compensation, PERLES DE GASCOGNE is entitled to request additional compensation, upon justification.

Any delay or failure to pay will result in the immediate payment of 100% of the amounts due, without prejudice to any other action that the Seller may be entitled to take, in this respect, against the Customer.

Unless expressly agreed in advance in writing by the Seller, and provided that the reciprocal receivables and debts are certain, liquid and due, no compensation may be validly made between any penalties for late delivery or non-conformity of the Products by the Customer on the one hand, and the sums owed by the latter to the Seller under the Order on the other hand.

The Seller reserves, until full payment of the price by the Customer, a right of ownership over the Products sold, allowing it to repossess them. Any deposit paid by the Customer will remain acquired by the Seller as fixed compensation, without prejudice to any other actions that it would be entitled to bring against the Customer as a result.

On the other hand, the risk of loss and deterioration will be transferred to the Customer upon delivery of the Products.

## **12. DISCOUNTS AND REBATES**

The Customer may benefit from the discounts and rebates appearing in the Seller's prices, depending on the quantities purchased or delivered by the Seller in a single transaction and to a single location, or on the regularity of its Orders.

### **13. DELIVERY OF PRODUCTS**

Unless otherwise stipulated, delivery of the Products is carried out by PERLES DE GASCOGNE by the mode of transport chosen by Perles de Gascogne and validated by the Customer, depending on the available Incoterms.

The Products are packaged in glass bottles, HDPE or iron cans, iron boxes and delivered in boxes and/or pallets.

If necessary, the Products may be sent in several shipments.

Delivery times vary depending on the destination country and the Customer will receive the carrier's delivery references allowing them, where applicable, to track the progress of the delivery.

In the event that the delivery of the Products is delayed or hindered due to an act or circumstance arising from the fault or responsibility of the Customer, the costs and expenses incurred by PERLES DE GASCOGNE due to this delay or obstacle in delivery will be subject to additional invoicing to the Customer, at the rate in force, and the Customer will be liable for the full price of the supply of the Products from the delivery date initially agreed.

PERLES DE GASCOGNE reserves the right to suspend delivery of the Products if the Customer has not complied with one of the obligations incumbent upon it under these General Terms and Conditions.

All risks of loss or damage to the Products are transferred to the Customer on the date of delivery of the Products.

### **14. ANOMALY DUE TO TRANSPORTATION OF PRODUCTS**

In any event, the Customer undertakes to check the condition and correspondence of the Products delivered, upon delivery and undertakes, in the event of an anomaly detected (open package, damaged package, broken Products, missing Products), to notify PERLES DE GASCOGNE within a maximum of 24 hours from delivery.

The Customer also undertakes to issue reservations to the carrier and to communicate them to PERLES DE GASCOGNE, so that a complaint can be made.

Otherwise, any claim cannot be processed by PERLES DE GASCOGNE.

### **15. ANOMALIES RELATING TO THE QUANTITY OR QUALITY OF THE PRODUCTS DELIVERED**

In the event that the Products delivered do not correspond to the Order or if they present a defect not attributable to delivery or transport, the Customer has a period of 3 working days to send, in writing, his observations or reservations by email to the address [infoscontact@perlesdegascogne.com](mailto:infoscontact@perlesdegascogne.com).

The Customer therefore undertakes to send PERLES DE GASCOGNE all supporting documents (photos, description of defects) for processing.

In the event of a proven defect, PERLES DE GASCOGNE will send new Products at its own expense.

Failure to comply with the above procedure will result in no complaints being processed by PERLES DE GASCOGNE.

### **16. RETURN OF GOODS**

Any return must be subject to a formal written agreement from PERLES DE GASCOGNE . Returned goods are accompanied by a return slip to be attached to the package and must be in the condition in which PERLES DE GASCOGNE delivered them.

No returns will be accepted after a period of FIVE WORKING DAYS following the delivery date, based on the delivery note in the possession of the Customer. Any product returned without this agreement will be held at the disposal of the Buyer and will not give rise to the establishment of a credit note. The costs and risks of the return are always the responsibility of the Buyer.

Any return accepted by the Supplier will result in the establishment of a credit note for the benefit of the Buyer, after qualitative and quantitative verification of the returned products; returns not in accordance with the above procedure will be penalized by the loss for the Buyer of the deposits that it has paid.

In the event of an apparent defect or non-conformity of the products delivered, duly noted by PERLES DE GASCOGNE under the conditions provided above, the Buyer may obtain free replacement or reimbursement of the products at the seller's choice, excluding any compensation or damages.

PERLES DE GASCOGNE delivers products with a long shelf life, therefore, it will not take back any product whose use-by date has passed.

## **17. TRANSFER OF OWNERSHIP & TRANSFER OF RISKS**

### **17.1. Transfer of ownership**

The transfer of ownership of the Products by the Seller to the Customer will only take place after full payment of the Price by the latter, regardless of the date of delivery of the Products.

### **17.2. Transfer of costs and risks**

For sales to foreign countries, the transfer of risks and costs will be carried out according to the Incoterm FCA®INCOTERM2020 or DAP®INCOTERM2020 provided for in the contract, the latest version in force at the time the offer is drawn up.

The transfer to the Customer of the risks of loss and deterioration of the Products will be carried out upon delivery and receipt of the Products, regardless of the transfer of ownership, and regardless of the date of the order and payment thereof.

The Customer therefore has no recourse under warranty against the Seller in the event of failure to deliver the Products, nor for damage occurring during transport or unloading.

## **18. RESPONSIBILITIES**

### **18.1. Product compliance with applicable standards**

PERLES DE GASCOGNE undertakes to sell Products that comply with the regulations and standards in force in France at the time of sale.

If necessary, PERLES DE GASCOGNE may also produce any proof of certification and/or approval for the Products benefiting from it.

### **18.2. Improper use of the Product**

PERLES DE GASCOGNE declines all responsibility and cannot be held liable for any damage caused to the Customer or to a Third Party due to use of the Products not in accordance with their intended purpose.

## **19. INTELLECTUAL PROPERTY OF PEARLS OF GASCONY**

All content presented and made available to the Client by PERLES DE GASCOGNE remains the exclusive property of PERLES DE GASCOGNE and its partners and is protected by French and international laws relating to intellectual property.

The Client does not have any intellectual or industrial property rights over the Services, Products, brand, logo and graphic charter of PERLES DE GASCOGNE, which remains the exclusive owner of all these rights.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

In this regard, PERLES DE GASCOGNE remains the owner of its tools, its methods, its own documentation, its know-how that it may have used in the context of the execution of this contract.

## **20. LEGAL GUARANTEE AGAINST HIDDEN DEFECTS**

Without prejudice to the arrangements to be made with respect to the carrier, the products delivered by PERLES DE GASCOGNE benefit from a contractual guarantee of THREE DAYS from the date of delivery, covering the conformity of the products to the order and any hidden defect arising from a material, design or manufacturing fault affecting the products delivered and making them unfit for use.

The Buyer is required to inform PERLES DE GASCOGNE by registered letter with acknowledgment of receipt or by extrajudicial act within the mandatory period of THREE WORKING DAYS mentioned above.

Under this warranty, the only obligation incumbent on PERLES DE GASCOGNE will be the free replacement of the element recognized as defective by its services unless this method of compensation proves impossible or disproportionate, in which case PERLES DE GASCOGNE will reimburse the non-compliant products or those affected by a defect. To benefit from the warranty, any product must first be submitted to the PERLES DE GASCOGNE sales department, which has a reasonable period of time to verify the validity, whose agreement is essential for any replacement.

Any warranty is excluded in the event of misuse, negligence, lack of supervision or maintenance on the part of

the buyer as well as in the event of poor storage conditions of the goods by the latter. Also excluded are defects and deterioration caused by natural wear and tear or by an external accident or by a modification, by the Buyer or a third party, of the product not foreseen or specified by PERLES DE GASCOGNE.

The Buyer is responsible for:

- compliance with the advice given by PERLES DE GASCOGNE and the usual conditions of use of the product;
- the terms of application or use of the product depending on each particular case and the regulations;

## **21. FORCE MAJEURE**

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, arises from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

## **22. LACK OF FORESIGHT**

In the event of a change in circumstances that were unforeseeable at the time of the conclusion of these General Terms and Conditions, in accordance with the provisions of Article 1195 of the Civil Code, the Party that has not agreed to assume the risk of excessively onerous performance may request a renegotiation of the contract with its co-contractor.

## **23. EVIDENCE**

By mutual agreement between the Parties, the computerized records kept by PERLES DE GASCOGNE constitute proof of the transmissions and processing carried out.

It is the responsibility of PERLES DE GASCOGNE to keep these recordings in conditions guaranteeing the security and integrity of the Data.

## **24. APPLICABLE LAW & DISPUTES**

The language that will prevail in the event of a dispute between the parties or a difference of interpretation will be French.

Complaints or disputes will always be received with goodwill, good faith always being presumed in those who take the trouble to explain their situation.

In the event of a dispute, the customer will contact the company as a priority to obtain an amicable solution.

In the event of a dispute not resolved by the above means:

All disputes arising out of or in connection with this Agreement shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators in accordance with those Rules.

If both parties decide not to resort to arbitration, the dispute will be brought first before the commercial court of Agen and the applicable law will be French law. However, the seller reserves the right to bring the dispute before a court in the buyer's country, the applicable law possibly being the law of the debtor's country, or even a neutral law, Swiss law for example.

## **25. CONTACT**

For any request for information or any contact, the Client can contact PERLES DE GASCOGNE in the following way:

- By email to the following address: [infoscontact@perlesdegascogne.com](mailto:infoscontact@perlesdegascogne.com)
- By mail: PERLES DE GASCOGNE, 3 Allée de Vidalou, 47300 PUJOLS-France