

## GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are intended to govern the sales between the company Rysсен Alcools SAS (hereinafter called the "Company") and its customers.

### I. PURPOSE AND SCOPE

All orders for goods implies the unconditional acceptance by the customer and his full commitment to these General Terms and Conditions which exclude the application of conditions of purchase and/or any other condition of a document from the customer. Any exception to these General Terms and Conditions must be previously and expressly accepted by the Company.

### II. ORDERS

Orders are not final until they have been confirmed by the signing of the purchase order by the legal representative of the Company or any other person duly authorized to that effect.

The terms of orders transmitted to the Company are irrevocable to the customer. Any change of order from the customer must be previously and expressly accepted by the Company. In this case, the Company shall not be required to respect originally agreed deadlines.

In the case where a customer places an order with the Company without having made the payment of (the) previous order(s), the Company may refuse to honour the order, without the customer being entitled to any compensation whatsoever.

Similarly, in the absence or insufficiency of guarantee issued by the credit insurer, the Company may refuse to honour the order, without the customer being entitled to any compensation for any reason whatsoever.

The Company may refuse to honour the order, in case of transfer thereof to a third party or change of destination of the goods, without the customer being entitled to any compensation.

### III. FORWARD SALES

Forward sales are for regular collections of roughly equal amounts each month. Any failure to remove quantities provided authorizes the Company to automatically terminate the contract for the balance without need of prior notice, without prejudice to any damages. The customer cannot take advantage of this option which is reserved exclusively to the Company. The fact that the Company had not

exercised that option earlier in no way can be regarded as constituting a waiver.

### IV. AMOUNT – WEIGHT - QUALITY

Apart from the normal loss, which is charged to the customer, the Company may deliver up to 5 % more or less than the agreed quantity. Before shipment from the factory, weight and/or quantity of goods delivered are recorded on the delivery note. Quality is determined by sampling. Should he want to perform an inspection, the customer is entitled to be present or represented at the weighing, measuring and sampling provided the Company be notified in advance. The weight and the amount so recorded are binding vis-à-vis the customer, even if he has not exercised his right of control.

### V. DELIVERY

The delivery and provision delays are provided for informational purposes only and their non-compliance cannot give rise to any penalty or damages, or motivate the cancellation of the order. In any event, delivery times can only intervene if the customer has fulfilled his obligations with respect to the Company, whatever the cause, and without the customer being entitled to any compensation.

The Company may, if necessary, refuse the collection of goods by the carrier chartered by the customer if it does not present any certificate and proof that the means of transport used are in accordance with the provisions of the decree of July 20, 1998 amended establishing the technical and sanitary requirements for transporting food, with EC regulation N° 852/2004 on the hygiene of foodstuffs and with regulations on transporting hazardous materials.

Delivery of goods means their physical delivery to the carrier on appropriate means of transport equipped to be sealed, either the one that has been chartered by the customer when the sale does not include the cost of transport, either the one which is chartered by the Company when the sale does include the cost of transportation.

Unless otherwise agreed and expressed, sales are made EXW (Ex Works).

### VI. SHIPMENT RELATED RISKS

The transfer of risk on goods sold by the Company becomes effective upon their physical delivery to the carrier on means of transport. It follows that the goods travel at the risk of the customer, to whom it belongs, in the event of damage, loss or shortfall, to make a reserve or to exercise any appeal against carriers liable in accordance with Article L.133-3 of the Commercial Code. The customer authorizes the

Company to conclude, at its discretion, transport contracts and to admit any overriding clause in the common law.

## VII. CLAIMS

The Company guarantee excludes all damages which are not consequent to the non-compliance of the product compared to its specifications and all damages related to indirect and/or intangible damages. Under this guarantee, the only obligation of the Company is to replace the defective merchandise. No claim of any nature whatsoever shall release the customer from his payment obligation.

Complaints about the condition of the goods (quantity, type and/or quality) must be made before discharge. After this period, no claim will be accepted, regardless of the failure of the Company, the consignee is deemed to have completed all the checks, testing or analysis required.

## VIII. RETURN OF GOODS

Any return of goods shall be subject to prior written agreement between the Company and the customer. The cost and risk of the return of goods are always charged to the customer. Any accepted return, after verification of the returned goods, at the Company's discretion, will result in either the establishment of a credit note to the customer or the replacement of the goods.

## IX. PRICE

Prices are net, ex works, excluding duties. Any tax, fee, duty or other benefit payable under French law or that of an importing country or of a country of transit shall be borne by the customer.

## X. PAYMENT

Deliveries are payable at sight upon receipt of invoice. The Company does not consent any discount for advance payment. Payments will be made by bank transfer.

Without prejudice to any damages, any amount not paid when due will result in the payment by the customer of fixed penalties of three times the legal interest rate, applied after a technical delay of 7 calendar days from the date of the invoice. For all payments done after the due date, a lump sum of 40 euros will be charged for cost of collection. Pursuant to Article L.441-6 of the Commercial Code, these penalties are payable in full upon request of the Company. In addition, the Company reserves the right to refer to the competent court so that this one

may put an end to this breach, under penalty per day late.

Failure to pay an invoice involves the immediate payment of any amount due to the Company, in any capacity whatsoever, and the possible suspension of deliveries, until full settlement is made.

## XI. RETENTION OF TITLE – TRANSFER OF RISKS

The Company reserves the ownership of the sold goods until full and complete payment of their price in principal, related sales costs and interest included. The customer cannot in any way hypothecate, pledge or grant security interests on goods unpaid, and that until they have been fully paid. Failing to pay the price on the settlement date, the customer must at his own expenses and risk return the goods unpaid after receiving notice by ordinary letter from the Company ; goods stored at customer's are deemed to be those outstanding. Moreover, the sale will be cancelled automatically, if the Company thinks best, and the instalments already paid will remain acquired for damages, without prejudice to any other compensation.

Upon physical delivery on means of transport, goods are in the custody of the customer who bears the sole responsibility for any risk that they may suffer or generate for any reason whatsoever, even in case of force majeure, of fortuitous event or by reason of a third party. The customer agrees, therefore, to subscribe to the appropriate insurance covering risks incurred or suffered by the goods including loss, theft or destruction of designated goods.

## XII. FORCE MAJEURE

The occurrence of an event of force majeure results in the suspension of the contractual obligations of the Company. If the event exceeds 30 days from the date of occurrence thereof, the Company reserves the right to terminate the contract of sale without the customer being entitled to the award of damages. Particular cases of force majeure include total or partial strikes impeding the smooth running of the Company or of any of its suppliers, subcontractors or carriers and the interruption of transport, energy supply or raw materials.

## XIII. ALLOCATION OF COURT - LAW

Any dispute of any kind will be within the exclusive jurisdiction of the Tribunal of Commerce of Dunkirk, even in case of multiple defendants or call for guarantee, only French law being applicable.

Any questions regarding these General Terms and Conditions which is not covered by these contractual provisions will be exclusively governed by French law.

Only the French version of the General Terms and Conditions shall prevail between the parties and prevails over any other version.