

General Conditions of Sale of Products between Professionals

1. General - Scope of application

1.1. These General Conditions of Sale (G.C.S.), in accordance with article L.441-6 of the French Commercial Code, constitute the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which SOFRALAB, SAS with capital of 1,315,600 euros, registered with the Reims Trade and Companies Register under Siret number 572 224 863 00041, with its registered office located at 79, avenue A.A., Thévenet - 51530 MAGENTA, ("The supplier") supplies professional Buyers ("The buyers" or "The buyer") who place orders via the supplier's website, by direct contact, or using paper orders, with the Products that it manufactures and/or distributes.

These General Conditions of Sale shall apply without restriction to all product sales concluded by the supplier, to the exclusion of all others, and shall prevail over the buyer's General Conditions of Purchase.

These General Conditions of Sale are made known to customers in the following ways:

- with the annual tariffs, where applicable,
- upon order confirmation
- upon request
- on the company's websites: www.sofralab.com, www.oenotechnic.com, www.oenofrance.com and www.martinviatlatte.com.

These General Conditions of Sale are systematically communicated to any customer who requests them, as well as to any buyer prior to placing an order.

1.2. Any order for products implies, on the part of the buyer, acceptance of these General Conditions of Sale, and of the General Conditions of Use of the supplier's website for online orders.

Placing an order implies unreserved acceptance of these General Conditions of Sale.

Together with the order, the General Conditions of Sale form the entire contract between the supplier and the buyer.

1.3. The information contained in the supplier's catalogues, prospectuses and price lists is given for information purposes only and may be revised at any time. The supplier shall be entitled to make any changes thereto which it deems useful.

2. Orders

2.1. Any order addressed to the supplier shall be deemed to have been placed in accordance with these General Conditions of Sale, unless expressly stipulated otherwise in writing and accepted by the supplier.

2.2. Orders may be placed by telephone, e-mail or postal service.

Any order, including orders placed directly or through a representative or sales agent, becomes firm and final only after acceptance and confirmation by e-mail by the Supplier, within 2 days of receipt of the request.

An order not confirmed by the supplier shall not be binding on the supplier.

2.3. For orders placed exclusively on the Internet, the order is registered on the Supplier's website when Buyers accept the General Conditions of Sale by ticking the box provided for this purpose, thus validating their order.

This validation implies the acceptance of the entirety of these General Conditions of Sale and constitutes proof of the sales contract. The order is acknowledged and accepted by e-mail confirmation.

The data recorded in the Supplier's computer system shall constitute proof of all transactions concluded with the Buyer.

3. Transport - Delivery

3.1. Delivery times and transport times are given as indications and do not constitute any commitment on the part of the supplier. Under no circumstances shall the supplier be held liable in the event of delay or suspension of delivery attributable to the Buyer or in the event of force majeure.

3.2. In the case of delivery to a warehouse, the warehouse must be easily accessible and safe to access.

Under no circumstances shall the Supplier be held liable for any damage caused by the transport vehicle resulting from difficult access and/or unsuitable terrain.

3.3. Risks

The products travel at the Buyer's own risk, and it is up to the Buyer to express reservations and to claim against the carriers responsible in the event of damage, loss or shortage. The Buyer shall also bear the cost and risk of unloading the goods.

The Buyer is required to check the apparent state of the products upon delivery, particularly their good condition, number of packages, weight, etc. In the absence of reservations expressed by the Buyer upon delivery, the products delivered by the Supplier shall be deemed to be in good condition and to be in conformity with the order.

The Buyer shall have a period of 48 hours from delivery and receipt of the products to express any reservations in writing to the Supplier. No claim will be validly accepted if the Buyer does not comply with these formalities, particularly the abovementioned time limit.

The Supplier shall replace as soon as possible, and at its own expense, the delivered products whose lack of conformity has been duly proven by the Buyer. Buyers shall return the products or goods that they refused in their original packaging or container.

4. Packaging

The packaging is prepared by the Supplier according to the goods and in the interest of the Buyer.

Initial :

5. Payment terms and conditions

- 5.1. Invoices shall be issued on the day of dispatch of the order, or at the latest at the end of the month.
Unless otherwise expressly stated in the offers/proposals and duly accepted by the supplier in the order confirmation, the prices of the supplier's products/goods are payable within 30 days end of month.
Payments must be made at the supplier's registered office, regardless of the method and place of delivery.
No discount will be applied for early payment.
Products/goods purchased directly from the Supplier's registered office and/or one of its establishments or warehouses shall be payable in cash.
- 5.2. In accordance with the provisions of Article L 441-6 of the French Commercial Code, in the event of non-payment on the day following the payment due date, late payment penalties set at three (3) times the legal interest rate plus 3 points over the amount, including taxes, of the invoice issued by the Supplier shall be applied automatically, with no formalities or prior formal notice.
Except with the prior expressly written agreement of the supplier, and provided that the mutual accounts receivable and accounts payable are unequivocal, clearly defined and due for payment, no compensation may validly be paid between any penalties for late delivery or non-conformity of the products ordered by the Buyer, on the one hand, and the sums owed by the latter to the Supplier for the purchase of said products, on the other hand.
In addition, fixed compensation in the amount of 40 euros for collection costs shall be due by the buyer, ipso jure and without prior notification, in the event of late payment.
- 5.3. In the event of late payment, the supplier also reserves the right to:
- request immediate payment of all outstanding amounts on any invoices issued by the supplier;
 - demand payment at the time future orders are placed;
 - suspend or cancel all orders in progress, demand any guarantee, and/or suspend the execution of its own obligations, without the buyer being able to invoke any right of retention or compensation whatsoever, and without prejudice to any other remedy.

The supplier may retain payments already received as damages.

6. Transfer of ownership

- 6.1. The supplier retains ownership of the products sold until full payment of the price, including principal and other charges. The transfer of ownership to the Buyer shall only take place once the agreed price has been paid completely and in full.
- 6.2. The supplier reserves the right to claim back any products - or the price of the products - sold and unpaid.

7. Quality – Warranty

- 7.1. The supplier guarantees that the products comply with the stipulations of the contract. It reserves the right to change product specifications if required by applicable laws and regulations.
- 7.2. In accordance with legal provisions, the supplier shall indemnify the Buyer against any lack of conformity and any latent defect resulting from a design fault in the product, excluding any negligence or fault on the part of the buyer.
- 7.3. The buyer shall inform the supplier of any possible non-conformity or defect affecting the product that does not constitute an apparent defect within a short period, at the latest within 8 days of discovering the defect.
Each complaint must contain the precise reasons for non-conformity and/or defect.
The supplier shall have the goods examined or shall examine them jointly with the Buyer.
If the supplier accepts the non-conformity or defect, the supplier shall replace the products.
These provisions shall only apply if the buyer has complied with the conditions and obligations set out in Article 5 of these General Conditions of Sale.
- 7.4. The transfer to the buyer of the risks of loss and deterioration of the products shall take effect upon delivery and receipt of the products, irrespective of the transfer of ownership.
It is therefore the buyer's responsibility to insure the products against the risks they may run or cause.
- 7.5. The supplier draws buyers' attention to the conditions relating to the storage and warehousing of the goods sold, of which they are fully aware.
Consequently, no guarantee will be granted by the supplier in the event of buyers' non-compliance with the conditions relating to storage and warehousing.
The same applies in the event of misuse or negligence on the part of the buyer, as in cases of force majeure.
- 7.6. No claims shall be accepted after 24 months from the delivery of the product.

8. Limitation of liability

- 8.1. The supplier shall only be liable in the event of proven fault or negligence and this shall be limited to direct damage, excluding any indirect damage of any kind.
- 8.2. In particular, the supplier shall in no event be liable to the buyer for any of the following damages:
Property damage, other than to the products sold;
Immaterial damages, including costs, expenses, fees (including legal fees), unavailability, loss of profit, loss of production, non-consecutive immaterial delays, etc., which result directly or indirectly from the following facts:
- o Damage suffered as a result of the products sold;
 - o Damage resulting from faulty or excessive use of the products sold;
 - o Damage resulting from the use of inappropriate means of exploration.
- 8.3. If the supplier is held liable, its warranty shall, in any event, be limited to the amount, excluding taxes, paid by the buyer for the purchase of the products.

Initial :

9. Intellectual property

The supplier is the owner, in a personal capacity and/or through companies that it represents, of a certain number of trademarks, trade names, distinctive signs, logos, etc.

It is expressly prohibited for the Buyer to mention or use the trademarks, trade names, distinctive signs or logos registered by the supplier and/or by suppliers that it represents, without its express written consent.

In the event of breach of this prohibition, the Supplier will take legal action.

10. Major force

The supplier shall not be liable if non-performance or delay in performing any of its obligations described in these General Conditions of Sale is due to force majeure, under Article 1218 of the French Civil Code.

11. Protection of personal data

The personal information collected by the supplier (such as name, telephone number, e-mail address or bank details) is recorded in its customer file and used for the proper management of commercial relations with customers, and to process their orders. It may also be used for mailing purposes within a maximum of 3 years after the last commercial contact.

The personal data collected will be kept for as long as legally required.

Access to personal data is strictly limited to the supplier's employees and agents, who are authorized to process it by virtue of their duties. The information collected may possibly be communicated to third parties linked to the company by contract, in order to perform subcontracted tasks necessary for the management of the order, without the customer's authorization being required. It is hereby specified that, in the context of carrying out their services, third parties have only limited access to the data and have a contractual obligation to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Supplier undertakes not to sell, rent, transfer or give third parties access to the data without the prior consent of the customer, unless it is obliged to do so for a legitimate reason (legal obligation, to combat fraud or abuse, etc.). In accordance with the applicable legal and regulatory provisions, in particular Law No. 78-17 of 6 January 1978 as amended relating to data processing, data files and liberties and European Regulation No. 2016/679/EU of 27 April 2016, customers have the right to the access, rectification, portability and erasure of their data or to limit its processing. Customers may also, for legitimate reasons, object to the processing of data concerning them.

Customers may exercise their rights by sending their request to:

*Sofralab SAS - Customer Service / RGPD
79 avenue A.A. Thévenet - CS11031
51530 Magenta*

The supplier's privacy policy is available upon request and on its Internet sites.

12. Applicable law - Litigation

12.1. These General Conditions of Sale are subject to French law to the exclusion of all others.

12.2. Any dispute relating to the interpretation or performance of any of the obligations provided for in these General Conditions of Use shall be brought before the competent authorities within the jurisdiction of the Supplier's registered office, which shall have sole jurisdiction regardless of the place of delivery or payment method, even in the case of multiple defendants or a guarantee claim.

Name of signatory :

Date :

Signature and stamp :