

GENERAL TERMS AND CONDITIONS OF SALE – PROFESSIONALS

LABORATOIRES GILBERT

ADMINISTRATIVE AND COMMERCIAL SERVICES
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UNIQUE IDENTIFIER(S):

REP EMBALLAGES MENAGERS: FR200418_01TCAS

REP PILES ET ACCUMULATEURS: FR003249_06AXOT

REP PAPIER GRAPHIQUES: FR200418_03FWUY

REP EQUIPEMENTS ELECTRIQUES ET ELECTRONIQUES: FR003249_05ORTA

REP MEDICAMENTS: FR200418_01TCAS

REP PRODUITS CHIMIQUES: FR200418_07SNVS

REP AMEUBLEMENT: FR003249_10K25Z

Article 1 – Conditions of access to the approved network

In view of its know-how, its traditions, its image and the speciality of its products and the products of its suppliers (hereinafter referred to as the '**Products**'), the company **LABORATOIRES GILBERT** has recourse, for the marketing and the distribution of the Products, to a network of approved distributors which must permanently meet the qualitative criteria, commitments and conditions of partnership appearing in the contract of approved distribution as well as in its general terms and conditions of sale.

The conditions of approval, detailed in the standard approved distribution contract available on request, essentially concern the layout, presentation and autonomy of the sales outlet, the professional qualifications, the outfit and number of people assigned to sales and advice in the sales outlet, the presentation and environment of the Products in the sales outlet. Given the strict rules of professional ethics to which they are bound by virtue of the French public health code, community pharmacists are automatically approved.

In order for an application to be considered, the outlet for which approval is sought must be in operation; in the case of a new outlet, the work must be completed. Upon receipt of the application for approval, the company **LABORATOIRES GILBERT** will evaluate the outlet as soon as possible to determine if it meets the quality criteria of the standard agreement.

The company **LABORATOIRES GILBERT** shall have the right at all times to ensure that the professional purchaser and its authorized sales outlet meet or continue to meet the requirements of the standard agreement. If they do not, the company **LABORATOIRES GILBERT** will notify the professional purchaser of the items not met and the time period of three (3) months allowed for them to be met again. In the event of further dissatisfaction, the contract may be terminated by operation of law, without prior formal notice and without refund. The termination will take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt notifying the decision to terminate.

The professional purchaser commits itself not to market directly or indirectly the Products on its website if such a marketing would not satisfy the qualitative criteria of the standard contract. In the event of marketing on its website, the professional purchaser commits itself:

- to provide the company **LABORATOIRES GILBERT** with the means, if necessary via a user name and a password, to reach the customer space of its website in the same way as its customers; and

- to design, install and configure a module of access to the presentation sheets of the Products in order to allow the company **LABORATOIRES GILBERT** to bring itself modifications to the graphic elements of the aforementioned sheets, including but not limited to the texts, drawings, icons, images, illustrations, logos, trademarks, trade names, photographs and other elements relating to the Products.

Article 2 – Purpose and scope of the general terms and conditions of sale

The purpose of these general terms and conditions of sale (hereinafter referred to as the '**General Terms and Conditions of Sale**') is to define the conditions under which the company **LABORATOIRES GILBERT** provides any professional purchaser which requests it with Products (the company **LABORATOIRES GILBERT** and the professional purchaser being hereinafter referred to together as the '**Parties**' and individually as the '**Party**').

Any order of Products (hereinafter referred to as the '**Order**') irrevocably implies the acceptance without reserve by the professional purchaser and its full and complete adhesion to the General Terms and Conditions of Sale which prevail over any other document of the professional purchaser (whatever the clauses which can appear there) and in particular over any general conditions of purchase, except express, written and prior agreement of the company **LABORATOIRES GILBERT** and this, whatever the moment when the aforementioned document will have been able to be brought to the knowledge of the latter.

The General Terms and Conditions of Sale apply to all sales of Products by the company **LABORATOIRES GILBERT** except specific agreement prior to the Order agreed in writing between the Parties. Consequently, the placing of an Order by a professional purchaser implies the latter's unreserved acceptance of the General Terms and Conditions of Sale, unless special conditions are offered in writing by the company **LABORATOIRES GILBERT** to the professional purchaser (approved distributor contract, purchase order or other).

Any other document than the General Terms and Conditions of Sale, in particular catalogues, prospectuses, advertisements, notices, shall be given for information only and may be revised at any time. The company **LABORATOIRES GILBERT** shall have the right to make modifications it deems necessary.

Article 3 – Orders

3.1 Definition

By Order, it is understood any order relating to the Products marketed and distributed by the company **LABORATOIRES GILBERT** appearing on the tariff then in force of this last named and accepted by the professional purchaser, accompanied by the payment of the deposit possibly envisaged on the Order. The Orders will be able to be transmitted to the company **LABORATOIRES GILBERT** by postal way, by fax, by electronic mail, by telephone near the customer service advisors of the company **LABORATOIRES GILBERT** or directly near the representatives of the company **LABORATOIRES GILBERT**.

Any Order must respect the standard quantities (packages) indicated on the tariff in force at the date of its placing or relate to a multiple of the aforementioned standard quantities. If not, the company **LABORATOIRES GILBERT** will round up the quantity ordered to the higher standard quantity or to the multiple of the higher standard quantity and will deliver and invoice the quantity thus rounded up, without the professional purchaser being able to claim any compensation or the cancellation of the Order.

The acceptance of the Order is confirmed by the sending of an electronic mail. The data recorded in the computer system of the company **LABORATOIRES GILBERT** constitute the proof of all transactions concluded with the professional purchaser.

The benefit of the Order is personal to the professional purchaser and cannot be transferred without the express, written and prior agreement of the company **LABORATOIRES GILBERT**.

3.2 Modification and cancellation

The Orders transmitted to the company **LABORATOIRES GILBERT** are irrevocable for the professional purchaser, except written acceptance on behalf of the company **LABORATOIRES GILBERT**.

Any request to change the composition or volume of an Order placed by a professional purchaser as

well as any request for cancellation will be considered by the company **LABORATOIRES GILBERT** only if they are made in writing (including fax) and are received by the company **LABORATOIRES GILBERT** before the manufacture of Products ordered.

In the event of acceptance by the company **LABORATOIRES GILBERT** of a request for modification formulated by a professional purchaser, the company **LABORATOIRES GILBERT** will be released from the possible initial times agreed for its execution. The Parties may agree on new times.

The professional purchaser will indemnify the company **LABORATOIRES GILBERT** for all costs incurred to fulfill an Order and the direct or indirect consequences of a modification or cancellation requested by the professional purchaser and accepted by the company **LABORATOIRES GILBERT**. Any down payment will not be returned to the professional purchaser and will be considered as a deposit.

Article 4 – Tariff – Price

4.1 Tariff

The company **LABORATOIRES GILBERT**'s tariff applies to all professional purchasers of the same category of the latter, on the same date. It may be revised during the year by the company **LABORATOIRES GILBERT** to take account, for instance, competition and production and inspection costs of the Products. Any tariff modification will be automatically applicable at the earliest thirty (30) days after its communication to the concerned professional purchasers.

4.2 Price

The prices to be paid by the professional purchaser are those appearing on the tariff in force at the day of the delivery of the Order and, if necessary, in the specific commercial proposal addressed to the professional purchaser. The prices are always exclusive of taxes, Products delivered "FCA Hérouville-Saint-Clair (14200 – France)" according to the terms of the FCA clause of the Incoterms® 2020 of the International Chamber of Commerce.

4.3 Price renegotiation clause for agricultural products and food

In accordance with Article L.441-8 of the French commercial code, the price of agricultural products and food may be renegotiated, at the request of the most diligent Party, to take into account the fluctuations, upwards or downwards, in the price of agricultural raw materials used in the composition of these agricultural products and food and the costs of energy, transport and materials used in the composition of packaging, significantly affecting the production costs of these agricultural products and food.

The conditions that trigger the renegotiation are specified in the Annex 1 of the General Terms and Conditions of Sale.

The Party initiating the renegotiation shall:

- notify the other Party of the renegotiation request by registered letter with acknowledgement of receipt;
- justify the fluctuations significantly affecting the production costs of agricultural products and food sold hereunder;
- propose a new price taking into account these fluctuations;
- indicate the wished date of application for this tariff modification.

The renegotiation shall not exceed thirty (30) days from receipt of the registered letter and shall be carried out in good faith and in compliance with trade secret.

A report of the renegotiation, in accordance with the provisions of Article L.441-8 paragraph 3 of the French commercial code, shall be drawn up, dated and signed by the Parties and shall include information of Article D.441-4 of the French commercial code allowing, in particular, to each one:

- to express its position;
- to contest, if necessary, the conditions that trigger the renegotiation;
- to justify of a disagreement on the requested price variation; or finally
- to confirm the agreement between the Parties on the new price.

If no agreement is reached at the end of the renegotiation period, the contractual relationship shall continue under the conditions applicable before the request for renegotiation; however either Party may, if it so wishes, seize the mediator for agricultural trade relations.

Article 5 – Terms of payment

5.1 Invoicing

An invoice is established for each delivery and delivered at the time of this one unless a delivery note was issued in which case, as the company **LABORATOIRES GILBERT** sees fit, a summary invoice, referring to all the delivery notes issued during the same month, will be established at the latest at the end of this same month and addressed, except contrary request of the professional purchaser, at the place of delivery of the Products.

5.2 Payment

Invoices are payable in full on the day of delivery of the Products under the conditions defined in the article 7 below and, as indicated on the invoice given to the professional purchaser, at the address: Avenue du Général de Gaulle, 14200 Hérouville-Saint-Clair, France.

Only the actual collection of drafts or bill of exchange will be considered as full payment in the sense of the General Terms and Conditions of Sale.

5.3 Discounting

The company **LABORATOIRES GILBERT** does not practice discounting.

5.4 Deposit on Order

The company **LABORATOIRES GILBERT** reserves the right to require the professional purchaser to pay a deposit with the Order.

5.5 Breach of the payment terms

Any sum not paid on the due date will give rise to:

- the payment by the professional purchaser of late penalties whose annual interest rate is set at the higher of the following two (2) rates: five percent (5 %) or three (3) times the legal interest rate, which rate applies to the total amount unpaid, all taxes included; pursuant to Article L.441-10 II of the French commercial code, these penalties are automatically payable without the need for a reminder; and
- the payment of the fixed compensation for recovery costs set by Article D.441-5 of the French commercial code at forty (40) euros; and
- the payment of an additional indemnity if the recovery costs incurred are higher than the amount of the above-mentioned fixed compensation; and
- the increase of the amount due of all other costs caused by the delay without prejudice to any damages that the company **LABORATOIRES GILBERT** reserves the right to claim; and
- if necessary and if the company **LABORATOIRES GILBERT** so wishes, the immediate payment by the professional purchaser of the whole of its due invoices.

Any breach of the payment terms shall also entitle the company **LABORATOIRES GILBERT** to suspend or cancel the delivery of current and/or future Orders from the professional purchaser, to suspend the execution of its obligations, to reduce or cancel any discounts granted to the professional purchaser, without the professional purchaser being able to claim any compensation and without prejudice to any other rights that the company **LABORATOIRES GILBERT** may have recourse to.

Finally, the company **LABORATOIRES GILBERT** reserves the faculty to seize the competent court so that this one makes cease this breach, under daily penalty per day of delay.

Article 6 – Retention of title

The transfer of ownership of the delivered Products is suspended until full payment of the price by the professional purchaser, in principal and accessories, even in case of granting of payment deadlines. Any clause to the contrary, in particular inserted in the general conditions of purchase, is deemed unwritten.

By express agreement, the company **LABORATOIRES GILBERT** will be able to enforce the rights it holds under this retention of title clause in its name and on its behalf and/or in the name and on behalf of its suppliers, for any of its outstanding debts that remain partially or totally unpaid, on all of the Products in the possession of the professional purchaser, these being conventionally presumed to be those unpaid, and the company **LABORATOIRES GILBERT** will be able, rightfully and without formality, to take again them or to claim them in compensation of all its unpaid invoices, at the expense and risks of the professional purchaser and without prejudice to its right of resolution of the current sales.

Any deposit paid by the professional purchaser will remain acquired by the company **LABORATOIRES GILBERT** as a lump sum compensation, without prejudice to all other actions that it would be entitled to take against the professional purchaser.

The professional purchaser may only resell the unpaid Products in the normal course of business. In no way it can pledge, grant a security interest, offer as collateral or transfer the ownership of its unpaid stocks as a guarantee.

The professional purchaser must immediately notify the company **LABORATOIRES GILBERT** in case of seizure or any other intervention of a third party or of transfer or pledge of its business.

If the professional purchaser resells the Products before full payment, it will be deemed to have resold on behalf of the company **LABORATOIRES GILBERT**; the deposits already paid by it will then be automatically offset against the sums owed to the company **LABORATOIRES GILBERT** for the sale made on its behalf.

The company **LABORATOIRES GILBERT** may also require, in case of total or partial non-payment of an invoice on the due date, the resolution of the sale and the reclamation of the Products delivered after sending a simple formal notice, the return costs being borne by the professional purchaser and the payments made remaining acquired to the company **LABORATOIRES GILBERT** as a penalty clause. Similarly, the company **LABORATOIRES GILBERT** may unilaterally, after sending a notice of default, draw up or have drawn up an inventory of Products it has invoiced still in possession of the professional purchaser, which undertakes to leave free access to its warehouses, stores or other for this purpose, ensuring that the identification of such Products is always possible.

In the event of the opening of insolvency proceedings, to the extent permitted by law and subject to any applicable public policy provisions, outstanding Orders will be automatically cancelled and the company **LABORATOIRES GILBERT** reserves the right to reclaim the goods in stock.

The above stipulations shall not prevent the transfer to the professional purchaser of the risks of loss or deterioration of the goods subject to retention of title, as well as any damage they may cause, as soon as the goods are dispatched (i.e. loading of the ordered Products onto the carrier's lorry on leaving the company **LABORATOIRES GILBERT**'s warehouses). During the period of retention of title, the professional purchaser shall insure, at its own expense, the unpaid goods against any damage that may be suffered or caused by the latter, until full transfer of ownership. The professional purchaser shall be obliged to justify this to the company **LABORATOIRES GILBERT** at the time of delivery. Failing this, the company **LABORATOIRES GILBERT** shall be entitled to delay delivery until such proof is presented.

The benefit of this retention of title clause will be automatically transmitted to any third party subrogated in the rights, actions and privileges of the company **LABORATOIRES GILBERT** in respect of its debt.

Article 7 – Deliveries

7.1 Content

The company **LABORATOIRES GILBERT** reserves the right to make at any time any modification it deems useful to the Products without being obliged to modify the Products previously delivered or in the course of an Order. In particular, it reserves the right to modify without notice or compensation the models defined in its prospectuses, advertisements or catalogues which are presented, as indicated in article 2 above, only as an indication to the professional purchaser.

7.2 Terms

All deliveries are made "FCA Hérouville-Saint-Clair (14200 – France)" according to the terms of the FCA clause of the Incoterms® 2020 of the International Chamber of Commerce.

If necessary, the professional purchaser shall send without delay to the company **LABORATOIRES GILBERT** any document attesting the exit of the French metropolitan territory of each delivery of Products, so that the said document can be presented to the competent French authorities if necessary. Otherwise, the professional purchaser shall bear alone any financial and fiscal consequences (penalties, fines, etc.) that the competent French authorities could impose due to the non-presentation of said document.

7.3 Period

The delivery times are given by the company **LABORATOIRES GILBERT** only for informative and indicative purposes; they depend in particular on the order of arrival of the Orders, the logistic time of reference in the profession, the manufacturing time of the ordered Products and the availability of the ordered Products. The company **LABORATOIRES GILBERT** is authorized to carry out deliveries in a total or partial way.

The company **LABORATOIRES GILBERT** endeavours to respect the delivery periods which it indicates according to its possibilities of supply in components, energies or others near its suppliers, to the availability of the carriers, to the respect by the professional purchaser of the conditions of payment and payment of the deposits, to the absence of case of force majeure.

Delays in delivery may not give rise to any penalty or compensation, nor may they motivate the cancellation of the Order. However, if one (1) month after the indicative date of delivery initially envisaged, the Product was not delivered for any other cause than a case of force majeure or in the event of delay or suspension of the delivery ascribable to the professional purchaser, the Order could then be cancelled with the request of one or the other of the Parties, without any of them being able to claim any compensation for this sole fact, the penalty clauses appearing on the commercial documents of the professional purchaser being unenforceable against the company **LABORATOIRES GILBERT**.

7.4 Storage

The company **LABORATOIRES GILBERT** will store the finished Products free of charge fifteen (15) days after the date of availability and billing. Beyond this period, the company **LABORATOIRES GILBERT** may charge storage fees according to the bases defined quarterly.

7.5 Risks

The transfer to the professional purchaser of the risks of loss or deterioration of the Products, as well as the risks of damage that the Products could cause, is carried out once they are loaded on the truck of the carrier at the exit of the warehouses of the company **LABORATOIRES GILBERT**, independently of the transfer of ownership, and this whatever the date of the Order and the payment of this one.

7.6 Transport

The professional purchaser recognizes that it is the carrier which is responsible for making the delivery, the company **LABORATOIRES GILBERT** being deemed to have fulfilled its obligation of delivery when it has given the ordered Products to the carrier which has accepted them without reservation. The professional purchaser has no recourse in warranty against the company **LABORATOIRES GILBERT** in case of failure to deliver the ordered Products or damage occurred during transport or unloading.

The Products travel at the risk of the professional purchaser to which it belongs to check the state of them as of reception and, in the event of damage of the delivered goods or of missing, to carry out all the reservations necessary near the carrier, by extrajudicial act or by registered letter with acknowledgement of receipt, within three (3) days maximum. A copy of the reservations will have to be addressed simultaneously to the company **LABORATOIRES GILBERT**.

Any delivery and/or any Product that has not been the subject of reservations by extrajudicial act or

by registered letter with acknowledgement of receipt within three (3) days of its receipt from the carrier, in accordance with Article L.133-3 of the French commercial code, will be considered accepted by the professional purchaser.

7.7 Receipt

Without prejudice to the measures to be taken by the professional purchaser vis-à-vis the carrier as described in article 7.6 above, in the event of apparent defects or shortages, any complaint, reserve or dispute, whatever the nature, relating to the delivery and/or the delivered Products, will be accepted by the company **LABORATOIRES GILBERT** only if it is carried out in writing, by registered letter with acknowledgement of receipt, within the time limit of three (3) days provided for in article 7.6 above. No complaint, reservation or dispute will be validly accepted in case of non-compliance with these formalities by the professional purchaser.

It is up to the professional purchaser to provide all the justifications as for the reality of the noticed apparent defects or shortages, the company **LABORATOIRES GILBERT** reserving the right to proceed, directly or indirectly, with any observation and checking on the spot.

No return of goods may be made by the professional purchaser without the prior express written agreement of the company **LABORATOIRES GILBERT** obtained in particular by fax or electronic mail. Any Product returned without this agreement would be held at the disposal of the professional purchaser and storage costs would then be charged to it until complete recovery by its care. The expenses and risks of the return will be the responsibility of the company **LABORATOIRES GILBERT** only in the case where an apparent defect is effectively noted by this last named or its agent and where this apparent defect is ascribable to it.

Only the carrier chosen by the company **LABORATOIRES GILBERT** is entitled to make the return of the concerned Products. The professional purchaser will have to hold the concerned Products at the disposal of this one. The returned goods will have to be accompanied by a return voucher to be fixed on the parcel and will have to be in the state where they were delivered.

When, after control, an apparent defect or a shortage is actually found by the company **LABORATOIRES GILBERT** or its agent and that this apparent defect or shortage is attributable to it, the professional purchaser can only ask the company **LABORATOIRES GILBERT** the establishment of a credit note to its benefit or the replacement or reprocessing of items with an apparent defect and/or the complement to fill the gaps, at the expense and choice of the company **LABORATOIRES GILBERT**, without the professional purchaser can claim any compensation or the resolution of the Order. In any case the responsibility of the company **LABORATOIRES GILBERT** could not be extended to indirect damages.

The acceptance without reservation made under the conditions of paragraph 1 above of the Products ordered by the professional purchaser covers any apparent defect and/or shortage; the professional purchaser cannot then oppose such a defect and/or such a shortage in counterclaim to defend itself in an action for recovery of debts incurred by the company **LABORATOIRES GILBERT**.

The complaint made by the professional purchaser under the conditions and according to the methods described in this article does not suspend the payment by the professional purchaser of the concerned goods.

In no case may the company **LABORATOIRES GILBERT** be held responsible for events of destruction, shrinkage, loss or theft during transportation, even if it has chosen the carrier.

As of the reception of the Products, the professional purchaser commits itself respecting and making respect the conditions of storage and transport of the company **LABORATOIRES GILBERT** mentioned on the packing of the Products.

7.8 Products withdrawal/recall

Any Product for which the company **LABORATOIRES GILBERT** is imposed a withdrawal/recall of Products/batches or decides, of its own initiative, to carry out a withdrawal/recall of Products/batches will be recovered by the company **LABORATOIRES GILBERT** at its expense in the warehouses of the professional purchaser and will be refunded at its invoice price – discounts, rebates and refunds

deducted.

7.9 Return/exchange of Products

Personalized Products cannot be returned or exchanged. The same applies to Products that have expired, have faded or are in a poor state of preservation, which must also be withdrawn from the sale.

7.10 Financial guarantees

The company **LABORATOIRES GILBERT** agrees to carry out Orders provided the professional purchaser presents the sufficient financial guarantees and it will effectively regulate the sums due to their expiry, in accordance with the French legislation. Also, if the company **LABORATOIRES GILBERT** has serious or particular reasons to fear difficulties of payment on behalf of the professional purchaser at the date of the Order or after this one, or if the professional purchaser does not present the same guarantees as at the date of acceptance of the Order, the company **LABORATOIRES GILBERT** can subordinate the acceptance of the Order or the continuation of its execution to the provision, by the professional purchaser, of guarantees in the profit of the company **LABORATOIRES GILBERT** or to a payment before shipment.

The company **LABORATOIRES GILBERT** will also have the faculty, before the acceptance of any Order, like during execution, to require of the professional purchaser communication of its accounting documents and in particular of the accounts of result, even provisional, allowing it to appreciate its solvency.

In case of refusal by the professional purchaser of the payment before shipment, or without any sufficient guarantee being proposed by this last one, the company **LABORATOIRES GILBERT** will be able to refuse to honour the Order(s) placed and/or accepted and to deliver the concerned goods, without the professional purchaser being able to claim any compensation.

Article 8 – Warranty against latent defects

The defects and deteriorations of the delivered Products attributable to the professional purchaser or its agents, in particular consecutive to abnormal conditions of transport, storage and/or conservation at the professional purchaser or its agents, in particular in the event of accident whatever its nature, will not be able to open right to the guarantee of the latent defects which could be due by the company **LABORATOIRES GILBERT**.

Under the warranty of latent defects, the company **LABORATOIRES GILBERT** will only be required to replace or reprocess without charge the defective or damaged goods or the establishment of a credit note, without the professional purchaser can claim any compensation or resolution of the Order.

The company **LABORATOIRES GILBERT** guarantees only its own Products against the latent defects, in accordance with the law, the uses, the jurisprudence and under the following conditions: the guarantee applies only to the Products which became regularly the property of the professional purchaser and of which, if necessary, the deadline of consumption or the date of minimal durability indicated on the packing is not exceeded.

The warranty against latent defects is excluded if the Products have been used under abnormal or unforeseen conditions of use or performance and if the professional purchaser fails to comply with the conditions of storage and transport of the Products as mentioned on the packaging.

Article 9 – Regulatory obligations related to medical devices

Some Products, CE marked and sold by the company **LABORATOIRES GILBERT**, belong to the category of medical devices, as defined by the Regulation (EU) 2017/745 on medical devices (MDR). This European regulation is applicable to the professional purchaser, whatever the country of marketing or distribution of the Products purchased.

Consequently, the professional purchaser undertakes to comply with the regulatory obligations relating to the status applicable to it under the aforementioned Regulation.

Article 10 – Intellectual property

The trademarks, logos, distinctive signs, studies, plans, drawings, photographs, visuals, models, tariffs, formulae, inventions, technical knowledge and creations whether or not they are protected by intellectual property rights, or any other documents or information given or sent by the company **LABORATOIRES GILBERT** to the professional purchaser (hereinafter referred to as the 'Elements') remain the exclusive property, as the case may be, of the company **LABORATOIRES GILBERT**, of the Affiliated Companies of the company **LABORATOIRES GILBERT** (as this term is defined below) or of the suppliers of the company **LABORATOIRES GILBERT**, which are the only holders of the potential intellectual property rights on the Elements (hereinafter referred to as the 'Intellectual Property Rights'), and must be returned to the company **LABORATOIRES GILBERT** at its request and at the expense of the professional purchaser. The term 'Affiliated Companies' of a Party means any company that is controlled directly or indirectly by such Party, or any company that directly or indirectly controls such Party, or any company that is directly or indirectly controlled by a company which also directly or indirectly controls such Party, so that Affiliated Companies of a Party shall include any direct or indirect parent or subsidiary of such Party, or any directly or indirectly held subsidiary of any direct or indirect parent of such Party.

The professional purchaser undertakes not to make any use of the Elements likely to infringe the Intellectual Property Rights.

The professional purchaser shall refrain from imitating, reproducing in any way whatsoever, directly or indirectly, on its behalf or on behalf of third party, the Elements.

The professional purchaser shall refrain from associating, without the prior written consent of the company **LABORATOIRES GILBERT**, other logos, distinctive signs and/or trademarks with the Elements and Intellectual Property Rights and, more generally, from making use of similar or identical elements to the Elements and Intellectual Property Rights, in order to avoid any confusion in the public mind and to preserve the identification of the company **LABORATOIRES GILBERT** or of its Affiliated Companies or of the suppliers of the company **LABORATOIRES GILBERT**.

The professional purchaser will not carry out any formality, in particular filing and/or registration, aimed at obtaining an intellectual property right on an element similar or identical to the Elements and Intellectual Property Rights.

The professional purchaser undertakes to present and offer for sale the Products on communication media that comply with the current graphic charter of the company **LABORATOIRES GILBERT** and its brands.

The company **LABORATOIRES GILBERT** shall not grant any guarantee to the professional purchaser, with the exception of the public order guarantees provided for under French law. The purchase of Products shall be accepted by the professional purchaser at its own risk, with no possible recourse against the company **LABORATOIRES GILBERT**. Consequently, the professional purchaser shall be responsible for all third-party claims concerning the Intellectual Property Rights or, in the absence of Intellectual Property Rights, the Products. Consequently, the professional purchaser shall not be entitled to receive any compensation from the company **LABORATOIRES GILBERT** in this respect, nor shall it be entitled to take any action and/or make any claim against the company **LABORATOIRES GILBERT** for compensation for any loss suffered.

The professional purchaser undertakes to inform, without delay, the company **LABORATOIRES GILBERT** of any act of counterfeiting, imitation, unfair competition, usurpation or unauthorized use of the Elements of which it becomes aware and, more generally, of any fact or act likely to infringe the rights of the company **LABORATOIRES GILBERT** on the Elements.

Article 11 – Protection of personal data

The personal data collected from the professional purchaser shall be processed by the company **LABORATOIRES GILBERT**. For more information on the processing of this data, the professional purchaser may consult the company **LABORATOIRES GILBERT** confidentiality policy, available on

the website <https://www.groupe-gilbert.fr> or on request.

Article 12 – Force majeure

Events beyond the control of the Parties, which they could not reasonably be expected to foresee and which they could not reasonably avoid or overcome, shall be considered as force majeure or fortuitous events, insofar as their occurrence renders the performance of the obligations totally impossible.

Are in particular assimilated to cases of force majeure or fortuitous events discharging the company **LABORATOIRES GILBERT** of its obligations: strikes of all or part of its personnel or its usual carriers, driver shortages, accidents, lockouts, fires, floods, storms, natural disasters, wars, riots, production stoppages due to fortuitous breakdowns, epidemics, energy crises, administrative decisions, thawing barriers, roadblocks, strikes or supply disruptions on the part of any of its suppliers for a cause not attributable to it.

In such circumstances, the company **LABORATOIRES GILBERT** will notify the professional purchaser in writing, including by fax or electronic mail, the sale contract between the company **LABORATOIRES GILBERT** and the professional purchaser being suspended automatically without compensation, from the date of occurrence of the event.

If the event were to last more than thirty (30) days as from the date of occurrence of this one, the sale contract concluded by the company **LABORATOIRES GILBERT** and its professional purchaser will be able to be cancelled automatically by the most diligent Party, without prior letter of formal notice and without restitution.

Such termination shall take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said sale contract, without either Party being entitled to claim damages.

Article 13 – Ethics and fight against bribery

The Parties and their Affiliated Companies shall, in the context of the performance of their commercial relationship, comply with the GILBERT Group's anticorruption code of conduct (hereinafter referred to as the '**Anticorruption Code of Conduct**') available on the website <https://www.groupe-gilbert.fr> or on request, and respect all the applicable French regulations or legislation relating to anticorruption including, but not limited to, all French regulations or legislation prohibiting bribery of public officials and private individuals, influence peddling, money laundering that may lead to exclusion from a public procurement contract, in particular Articles 433-1 and following of the French code penal (hereinafter referred to as the '**Applicable Legislation**').

Each Party and its Affiliated Companies are responsible for compliance with the Applicable Legislation and the Anticorruption Code of Conduct by their officers, directors, representatives, employees or any person acting on their behalf, with their authorization or in partnership involved in the business relationship including, but not limited to, their potential advisors, agents, sub-agents, sub-distributors, subcontractors, brokers and consultants.

In particular, the Parties, their Affiliated Companies, their officers, directors, representatives, employees or any person acting on their behalf, with their authorization or in partnership involved in the business relationship shall refrain from:

- (1) offering, promising or giving, directly or indirectly, any pecuniary or in-kind benefit to:
 - (i) any public official in order to influence official action and/or obtain an undue advantage,
 - (ii) any third party in order to induce it to perform their duties in an unfair, improper manner and/or to obtain an undue advantage.

- (2) soliciting or accepting, directly or indirectly, any pecuniary or in-kind benefit from:
 - (i) any public official, in exchange for the performance of an act (undue advantage),
 - (ii) any third party, in return for the use of their influence and/or the performance of an act

(undue advantage).

The professional purchaser agrees to cooperate with the company **LABORATOIRES GILBERT** during any due diligence process, to transmit all relevant documents and information and to respond to any questionnaire issued by the company **LABORATOIRES GILBERT** in this regard.

If it appears that the professional purchaser presents a risk of corruption, the company **LABORATOIRES GILBERT** may inform the professional purchaser of the existence of a potential established anticorruption program, suspend and/or terminate the business relationship in the event of a high risk of corruption. The professional purchaser accepts and undertakes to comply with any requirement made by the company **LABORATOIRES GILBERT** to comply with the Anticorruption Code of Conduct and the Applicable Legislation.

In accordance with the Applicable Legislation, the company **LABORATOIRES GILBERT** will keep the professional purchaser's evaluation file in its entirety as well as the history of modifications for a period of five (5) years after the end of the business relationship between the professional purchaser and the company **LABORATOIRES GILBERT**.

Each Party declares that it has not been convicted of any criminal offense related to fraud or violation of the Applicable Legislation and declares that, to the best of its knowledge, it is not currently under investigation for any criminal offense and that it has not been ineligible for, excluded from, or partially, temporarily, or permanently suspended from any program established by a State or a public authority.

The professional purchaser undertakes to inform without delay the company **LABORATOIRES GILBERT** of any event likely to contravene the stipulations of this clause.

In case of suspicion of corruption, the professional purchaser, its Affiliated Companies, officers, directors, representatives, employees, or any person acting on its behalf, with its authorization or in partnership involved in the business relationship may report the situation in accordance with the GILBERT Group's whistleblowing procedure in force, published on the website <https://www.groupe-gilbert.fr>.

The professional purchaser will cooperate in good faith in any investigation conducted by the company **LABORATOIRES GILBERT**, its auditors, lawyers or representatives.

This anticorruption clause applies to the business relationship between the company **LABORATOIRES GILBERT** and the professional purchaser, its Affiliated Companies, officers, directors, representatives, employees, or any person acting on its behalf, with its authorization or in partnership involved in the business relationship. Any breach of this clause by them shall entitle the company **LABORATOIRES GILBERT**, regarding the professional purchaser, to refuse any Order, suspend the business relationship or even to unilaterally terminate it, without compensation or notice.

Article 14 – Election of domicile

The election of domicile is made by the company **LABORATOIRES GILBERT** at its registered office.

Article 15 – Attribution of jurisdiction

Any dispute concerning the application of the General Terms and Conditions of Sale, their validity, their interpretation, their execution, the sale contracts concluded by the company **LABORATOIRES GILBERT** or the payment of the price will be brought before the commercial court of Caen (14000 – France), whatever the place of the Order, the delivery and the payment, the method of payment, and even in the event of call in guarantee, of plurality of defendants, of procedure of urgency or of conservatory procedure, in summary procedure or by request.

Bills of exchange do not novate nor derogate from this jurisdiction clause.

In addition, in the event of legal action or other debt collection action by the company **LABORATOIRES GILBERT**, the costs of the court summons as well as attorney's and bailiff's fees and all ancillary costs shall be borne by the defaulting professional purchaser, as well as costs related to or arising out of the professional purchaser's failure to comply with the terms of payment or any other obligation

resulting from the sale.

Article 16 – Non-waiver

The fact that the company **LABORATOIRES GILBERT** does not avail itself at a given time of any of the clauses of the General Terms and Conditions of Sale cannot be interpreted as a waiver to avail itself later of the said clause.

Article 17 – Applicable law

Any question relating to the General Terms and Conditions of Sale as well as to the sales they govern, which would not be dealt with by these contractual stipulations, will be governed by French law to the exclusion of the conflict of laws rules which could lead to the designation of another applicable law and of the material rules resulting from the international conventions.

Annex 1

Price renegotiation clause for agricultural products and food (Article L.441-8 of the French commercial code)

In accordance with Article L.441-8 of the French commercial code, the price of agricultural products and food may be renegotiated, at the request of the most diligent Party, to take into account the fluctuations, upwards or downwards, in the price of agricultural raw materials used in the composition of these agricultural products and foods and the costs of energy, transport and materials used in the composition of packaging, significantly affecting the production costs of these agricultural products and food.

The conditions that trigger the renegotiation related to fluctuations in the price of agricultural raw materials are as follows:

Agricultural raw materials	Reference indicator	Threshold conditions
Raw cow's milk	Raw cow's milk price index 38/32, published by "France Agrimer"	30 % increase or decrease for 6 consecutive months compared to the monthly average of the last 12 months of the index

The conditions that trigger the renegotiation related to fluctuations in the costs of energy, transport and materials used in the composition of packaging are as follows:

Item	Reference indicator	Threshold conditions
Energy	Energy price index [crude oil, natural gas and coal (INDEXMUNDI)]	30 % increase or decrease for 6 consecutive months compared to the monthly average of the last 12 months of the index
Transport	Average annual CNR (<i>Comité National Routier</i>) index of the (CNR) diesel tank price: 15 % Hourly wage rates index for labourers by activity: all non-agricultural sectors (INSEE): 85 %	
Materials used in the composition of packaging	<u>Paperboard</u> (except packaged products) = Producer price index in industrial production sold in France – CPF 17.21 – Paper and corrugated-board, paper or cardboard packaging (INSEE)	

	<p><u>Plastic</u> (packaged products) = Producer price index in industrial production sold in France – CPF 22.22 – Plastic packing goods (INSEE)</p>	
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