

GENERAL CONDITIONS SALES - LALLEMAND

General

1. These General Conditions of Sale (the "GCS") govern the sale and delivery of all products (the "Goods") and/or services from or on behalf of the Lallemand Group entity indicated as seller in the relevant order ("Lallemand" or the "Seller"), to Buyer.
2. In case of any discrepancies between these GCS and any supply agreement in place between Buyer and Seller or any other general conditions of sales applicable specifically to a particular Lallemand's business unit, the provisions of the supply agreement or the business unit specific general conditions of sales will prevail.
3. The GCS are deemed accepted by Buyer if the Buyer has not objected in writing within 7 days after receipt of Lallemand acceptance of any order.
4. These GCS supersede any and all prior oral or written price quotations, communications, agreements, and understandings of the Parties in respect of the sale and delivery of the Goods and/or services and supersede and replace any and all terms and conditions of any order placed by Buyer and any other terms and conditions of Buyer. These GCS can only be modified or waived by a duly executed written agreement between Lallemand and Buyer.
5. Any electronic communication between Lallemand and Buyer shall be considered to be a "writing" and/or "in writing". The electronic communication system used by Lallemand will serve as sole proof for the receipt of such electronic communication, its content and dates of agreed shipment.
6. Orders are considered binding only once accepted in writing by Lallemand. Lallemand may refuse an order without cause.

Price

7. Prices and currencies for Lallemand's Goods are set out in Lallemand's commercial offer. Unless otherwise agreed, Lallemand's prices include standard packaging but do not include Value Added Tax or any other levied tax. The amount of taxes levied in relation to the sale of the Goods shall be paid by Buyer and shall be added separately to each invoice or separately invoiced by Lallemand to Buyer.
8. Lallemand is entitled to increase the price of the Goods still to be delivered if any of the cost price elements has been subject to an increase. These elements include but are not limited to: raw and auxiliary materials, energy, products supplied to Lallemand by third parties, wages, salaries, social security, contributions, governmental charges, and freight costs and insurances premiums. Lallemand shall notify Buyer of such price increases.

Payment

9. Invoices are payable to Lallemand at the exchange rate in force on invoice's date. Any additional payment related fees are paid for by the Buyer.
10. Terms granted for the payment of an invoice are to be considered an ultimate deadline. Lallemand may without prejudice to any other rights, charge interests which shall accrue on all outstanding amounts whether for the purchase price or otherwise at the rate of EURIBOR 12 months +6% calculated monthly on all outstanding amounts until fully paid. All costs incurred by Lallemand in the collection of any outstanding invoice shall be reimbursed by Buyer. In case of late payment of any order, Lallemand may postpone the delivery of any other order until the price of the Goods is paid in full.
11. Any complaint with respect to an invoice must be notified in writing to Lallemand within 8 days of the invoice date. After that delay, Buyer is deemed to have accepted said invoice.

Delivery and receipt

12. Any time or dates for delivery indicated on any invoice are indicative and shall not be of the essence. Lallemand is not liable for any delay in delivery whatever the cause may be. Delay in delivery of any Goods shall not relieve Buyer of its obligation to accept delivery and pay the invoice. Deviations in quantities of Goods delivered from what's stated in Lallemand's order confirmation shall not permit Buyer to refuse the Goods.
13. Freight forwarder chosen by Lallemand according to incoterms applicable to the sale, is deemed to act on behalf of Buyer. If damages are noted upon delivery of the Goods, no recourse may be exercised against Lallemand.

Inspection and conformity to specifications

14. Upon delivery and during the handling, use, processing transportation, storage or sale of the Goods, Buyer must inspect the Goods and ensure that the Goods delivered meet all contractual requirements.
15. Complaints concerning any defect, default, or shortage of the Goods which would have been apparent from a reasonable inspection shall be made in writing and received by Lallemand no later than seven (7) days from the delivery date. Other complaints must be made in writing and received by Lallemand (at the latest) seven (7) days from the date on which the defect became or should have become apparent, but in any case, not later than six (6) months from the delivery date of the Goods. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of such Goods.
16. A determination of whether or not delivered Goods conform to the agreed specifications as indicated in Lallemand's commercial offer or, in the absence of agreed specifications, to the most recent specifications approved by Lallemand at the time of delivery of the Goods (the "Specifications"), shall be done solely by analyzing the samples or records retained by Lallemand and taken from the batches or production runs in which the Goods were produced, in accordance with the methods of analysis used by Lallemand. Goods that are returned to Lallemand upon its instructions shall be returned to Lallemand at the risk of Buyer to the destination indicated by Lallemand.
17. Defects to parts of the Goods do not entitle Buyer to refuse the delivery of the entire order. Complaints, if any, do not affect Buyer payment obligation. Upon receipt of a notice of defect, Lallemand is entitled to suspend all further deliveries until the complaints are proven to be unfounded and/or refuted or until the defect has been totally cured.

Risk and property transfer

18. Risks to the Goods shall transfer to Buyer according to the applicable sale's incoterm.
19. Goods for which delivery is postponed pending payment by Buyer, as well as Goods for which delivery is refused or not accepted by Buyer without proper cause shall be held and stored by Lallemand at the risk and expense of Buyer.
20. Goods remain Lallemand property until full payment of the purchase price of the Goods, including all applicable fees such as interests, charges, etc.

Warranty

21. Lallemand solely warrants that the Goods shall conform to the Specifications on the date of delivery. If and to the extent that the Goods fail to meet such warranty, as determined in accordance with articles 15 and 16 of these GCS, Lallemand may at its own option within a reasonable time either replace the Goods at no charge to the Buyer, or issue a credit note for any such Goods in the amount of the original invoice. Lallemand's obligation is thus limited to the replacement of the Goods, or the issuance of a credit note for the Goods.

22. Lallemand's obligation to replace or credit shall be contingent upon receipt by Lallemand of timely notice of any alleged non-conformity, and if applicable, the return of the Goods in accordance with article 14 of these GCS. The foregoing warranty is exclusive and in lieu of all other warranties expressed, implied, statutory or any other representation, conditions or terms, including without limitation any warranty of merchantability, suitability for any other purpose and/or infringement of any claim in any intellectual property right covering the Goods.

Limitation of liability and indemnity

23. Lallemand's liability for any and all claims for damages arising out of or in connection with the Goods and the use therefore shall under no circumstances exceed the sum of Buyer's payments for the Goods which are subject to the claim. Under no circumstances shall Lallemand be liable to Buyer or any other person for any kind of special, incidental, indirect, or punitive damage, loss, cost or expense, including without limitation damage based upon loss of goodwill, lost sales or profits, loss of image, work stoppage, production failure, impairment of other Goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

24. The Buyer shall indemnify and hold harmless Lallemand and its affiliates, officers, directors, agents and employees against any and all liability, damage, loss, cost or expense (including reasonable attorney fees) suit, claim, demand, judgement, and prosecution whether based on civil, legal or penal liability from any third party or any regulatory authority, arising from: (i) the Buyer's failure to comply with applicable laws and regulations; or (ii) the sale, marketing, distribution, promotion, storage, handling of the Goods by the Buyer or its affiliates or its own distributors; or (iii) faulty acts or omissions of the Buyer, that of its suppliers, subcontractors, agents, servants or employees or (iv) any claim made by the Buyer on the packaging and promotional material related to the Goods or any finished product made of or containing the Goods.

Force majeure

25. "Event of Force Majeure" shall mean an unforeseeable and irresistible event, including but not limited to pandemic, fire, flood, earthquake, windstorm or other natural disaster, cyberattacks including but not limited to data breaches, ransomware, denial-of-service, or other malicious cybersecurity incidents, act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities, whether war be declared or not, civil war, rebellion, labor dispute, government actions, insurrection or impossibility to supply due to excessively onerous supply conditions, being beyond the reasonable control of any of the parties and affecting its performance or the fulfilling of any obligation to the exclusion of payments due.

26. The period of time during which any party is prevented or delayed in the performance or the fulfilling of any obligation to the exclusion of payments due to unavoidable delays caused by an Event of Force Majeure shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided that a prompt notice is given by the party affected by an Event of Force Majeure to the other along with cogent proof of the occurrence of the event affecting its performance. The party so affected shall also give a notice in writing to the other party within fifteen (15) days of the cessation of the condition of the Event of Force Majeure. If the condition of the Event of Force Majeure continues for more than three (3) months from the date of its occurrence, either party may terminate an order upon giving notice in writing to the other.

Waiver

27. Failure or delay on the part of any party hereto to exercise any rights, privilege, remedy or power pursuant to these GCS does not act as a waiver of any such rights, privilege, remedy or power.

Severance of provision

28. In the event that any provision of these GCS is declared to be illegal, invalid or otherwise unenforceable, such provision shall be reformed, if possible, or otherwise deleted and the remainder of these GCS shall not be affected.

Intellectual Property

29. All intellectual property and regulatory dossiers related to the Goods are Lallemand's sole property.

Personal Data

30. The parties undertake to comply with applicable laws and regulations related to personal data protection. As some personal data of a party and/or its employees may be necessary for the purpose of an order, each party shall ensure that it has obtained the necessary consents for the disclosure of such data to the other party. Data subjects may withdraw such consent at any time. The parties acknowledge that personal data may be sent to countries that do not necessarily have the same levels of data protection as those in applicable in the country of the data subject. To ensure the security such international transfers, the parties implement appropriate technical and organizational measures. Those measures may include data encryption, strict access controls, and regular audits to ensure that security standards are met.
31. In accordance with applicable laws and regulations, the data subject has the right of access, rectification, erasure, restriction of processing, objection, opposition, and data portability of his/her personal data, which has been collected for the purpose of an order. If any natural person wishes to exercise any of his/her rights, he/she would need to send a letter with a proof of the identity (a copy of ID) to the person responsible for the processing by Lallemand under the name and the following address: privacy-corporate@lallemand.com. The copy of such identification document shall be used solely for the purpose of verifying the data subject identity and shall be retained under the same conditions as the initial request.

Governing laws and dispute resolution

32. These GCS shall be governed by the laws of the country in which the Seller is incorporated. The application of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980 (Treaty Series 1981, 184 and 1986, 61), is excluded. In relation to any matter arising under or in connection with the GCS, and all questions concerning the validity and construction thereof shall be determined in accordance with the laws of said jurisdiction without regard to its conflict of laws principles.
33. In the event of any dispute, controversy or claim arising out of or in connection with the GCS, the parties shall attempt in good faith to resolve such dispute promptly by negotiation between executives who have authority to settle such disputes. If, however, the parties fail to resolve such dispute within sixty (60) days through negotiation as described above the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of the city in which the Seller is domiciled.