

GENERAL CONDITIONS OF SALE

1 ORDERS

Any order implies by right the irrevocable and unreserved acceptance by the buyer of the present general conditions of sale, as supplemented, where applicable, by our special conditions. Any conditions to the contrary that may be stipulated by the buyer in their own general terms and conditions of purchase, in their order forms or in their correspondence are hereby cancelled and deemed null in connection with us. Any document issued by IRATI INTERNATIONAL other than these general conditions of sale and in particular catalogues, prospectuses, advertisements and notices is only informative and indicative, not contractual. Orders sent to us are always subject to our acceptance, and our refusal must be justified within thirty days of receipt of the order. If an order is of an abnormal nature and in particular if it represents an excessive financial risk or comes from a Buyer who has not fulfilled all their obligations resulting from previous business, or who has behaved unfairly or contrary to commercial practice towards IRATI INTERNATIONAL, IRATI INTERNATIONAL reserves the right to refuse it or, at its discretion, to subject its acceptance to special conditions as appropriate. All orders shall be considered final two working days after acknowledgement of receipt of the order is sent by IRATI INTERNATIONAL. Consequently, in the event of cancellation of an order after this period where this order has not given rise to any manufacture or delivery, the advance payments already made shall be deemed to have been acquired by IRATI INTERNATIONAL if they are not used within 12 months of the date of their payment. In the event of cancellation of an order, all costs incurred by IRATI INTERNATIONAL in relation to the said order shall be invoiced to the client, who undertakes to take delivery of the components supplied and the quantities produced before the stopping of production. If IRATI INTERNATIONAL is obliged by the buyer or by regulations to implement a change of labelling, formula or packaging, the buyer shall bear the cost of the components in stock which form a part of its products and which cannot be used in future production because of this change. Tools, moulds, accessories or any other industrial tool purchased by IRATI INTERNATIONAL and used in the manufacture of the buyer's products remain the property of IRATI INTERNATIONAL. Taking into account the manufacturing hazards linked to the level of complexity of the industrial processes, the client accepts that the quantity delivered may fluctuate by more or less 10% of the quantity ordered without IRATI INTERNATIONAL being held responsible.

2 PRICES

The prices of the goods sold are those which apply on the day the order is placed. They are denominated in euros and calculated exclusive of tax. A flat-rate contribution to transport and packaging costs may be requested, the amount of which will be indicated to the buyer on request. The tariffs can be revised at any time according to market conditions. IRATI INTERNATIONAL is not obliged to give any notice, provided that the buyer is informed. All orders not paid in advance are liable to have their prices revised upon delivery. The prices on offer include any discounts and rebates which IRATI INTERNATIONAL may grant in view of its turnover or the assumption of responsibility by the buyer for certain services. No discounts will be granted for early payment. For deliveries abroad, all taxes, duties and fees originating outside French territory shall be borne by the buyer.

3 PAYMENT

Our invoices are payable subject to the terms and conditions stated at the bottom of the invoice. In the event of partial delivery, non-delivery or carryover or postponement, the portion which is delivered must still be paid for in a timely manner. In the event of staggered deliveries for the same order, the final delivery will be invoiced at the latest within three months of the first delivery. Likewise, if a dispute arises or a discrepancy with regard to the sum is found, this may entail a credit note or a partial payment by mutual agreement with our commercial services, but in no case to non-payment of the due date. No objection concerning an invoice older than two months will be accepted. Any invoice for which no request for a duplicate has been sent to us within one month after delivery shall be deemed to have been received by the buyer. In general, the non-payment of an invoice on the due date, as well as the non-return of a bill of exchange within the legal time limit, may lead to the suspension of the execution and delivery of all orders in progress.

4 DELIVERY

Delivery times are given exclusively for indicative purposes. Non-compliance with the indicative delivery times communicated by IRATI INTERNATIONAL shall not give rise to penalty charges, nor to the charging of interest for delay, nor to cancellation of the order, nor to refusal to accept the goods, nor to refusal to pay the sums due to IRATI INTERNATIONAL, nor to deferred payment. Any change to the order may result in an extension of the indicative delivery time. All additional costs caused by a delay beyond our control in the execution of a delivery shall be borne by the buyer. The responsibility of IRATI INTERNATIONAL cannot be engaged if the non-execution or the delay in the execution of one of its obligations described in these general conditions of sale results from a case of force majeure. In this connection, force majeure refers to any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code. In the event of the initially-planned delivery being delayed, where this is due to the buyer and where the delay lasts longer than three days, the buyer shall be liable for the storage costs of the goods ordered, which shall be invoiced to it by IRATI INTERNATIONAL.

5 TRANSPORT

Unless otherwise stipulated in the specific sales conditions or the order acknowledgement from IRATI INTERNATIONAL, the loading, transport, unloading and transfer of custody of the products to the buyer are defined by the EXWORKS (EXW) incoterm. The products are sent carriage forward, unless otherwise agreed in writing. Even in the case of goods being delivered carriage paid, it is the buyer's responsibility to check whether the transport contract has been properly executed and, if it has not, to take measures to preserve the right of recovery against the carrier, namely:

- if packages are missing or arrive damaged or for any other reason: immediately and unambiguously establish the nature and extent of the damage at the time of receipt on the transport note;
- confirm to IRATI INTERNATIONAL, at the latest within three (3) days following receipt of the goods, a protest by registered letter required for the complaint to be valid pursuant to article L.133-3 of the Commercial Code.

Both of these conditions are absolutely necessary for the carrier to be liable. A buyer who raises a complaint regarding partial loss or damage must prove that this existed at the time of delivery of the products.

Any product that has not been the subject of objections subject to the foregoing conditions will be considered to have been accepted by the buyer.



Tel : +33 (0)1 82 83 96 20
Fax : +33 (0)1 82 83 96 30

Adresse : 24, rue Ginoux - 75015 Paris - FRANCE
Email : contact@irati.international

Siret : 451 522 759 00054
SAS au capital de 300 000€
Code APE : 4646Z
TVA : FR 52 451 522 759

6 RETURNS

Subject to the provisions of article 7 below, no return of goods shall be accepted by IRATI INTERNATIONAL. If, exceptionally, and subject to the prior written agreement of IRATI INTERNATIONAL, which will determine the terms and conditions, returns are accepted, the risks associated with these remain the responsibility of the buyer.

7 GUARANTEE - CLAIMS

The products are guaranteed against any material or manufacturing defect.

Without prejudice to the measures to be taken by the purchaser with regard to the carrier such as described in article 5, within eight (8) days of the delivery or provision of the products (under penalty of foreclosure), the purchaser must notify IRATI INTERNATIONAL by registered mail of the defective character of the products and request their return.

IRATI INTERNATIONAL will notify the buyer of a return number and within 10 days of receipt by the buyer, the buyer will return the products to IRATI INTERNATIONAL. If IRATI INTERNATIONAL's experts validate the buyer's complaint, an exchange or a credit note is proposed; otherwise, the products are returned to the buyer at the latter's expense, without the buyer being able to claim any compensation or the cancellation of the order.

A complaint made by the buyer under the conditions and in the manner described in Article 5 and in this Article shall not suspend the buyer's payment for the goods concerned. The responsibility of IRATI INTERNATIONAL can in no way be invoked for events during transport, destruction, damage, loss or theft, even if IRATI INTERNATIONAL has chosen the carrier.

8 LIMITATION OF LIABILITY

8.1 Following a manufacturing process following a technical adjustment by IRATI INTERNATIONAL, which does not end with a stability study ordered by the buyer, IRATI INTERNATIONAL cannot be held responsible for any anomaly or non-conformity appearing during the storage of the product. Under no circumstances shall IRATI INTERNATIONAL be liable for any direct or indirect damage suffered by the buyer.

8.2 Following a manufacture following a technical adjustment by IRATI INTERNATIONAL, where this is concluded with a stability study ordered by the buyer, and where any anomaly or non-conformity appears during storage, the only obligation incumbent on IRATI INTERNATIONAL will be the free replacement of the products. Under no circumstances shall IRATI INTERNATIONAL be liable for any direct or indirect damage suffered by the buyer.

8.3 Following a manufacture which does not follow a technical adjustment by IRATI INTERNATIONAL, i.e. a manufacture where IRATI INTERNATIONAL has applied the formulation given by the buyer, in the presence of anomaly or non-conformity appearing during storage, IRATI INTERNATIONAL cannot be held responsible for any anomaly or non-conformity. Under no circumstances shall IRATI INTERNATIONAL be liable for any direct or indirect damage suffered by the buyer.

8.4 Products may be made from raw materials of natural origin. Consequently, the Customer acknowledges and accepts that there may be variations in colour, taste or aroma, and slight variations in appearance or texture, due in particular to growing and harvesting conditions, seasonal variations, climatic conditions and the intrinsic characteristics of natural raw materials. These variations, provided they do not compromise safety, regulatory compliance or the technical specifications agreed in the contract, shall not constitute a lack of conformity and shall not engage the liability of IRATI INTERNATIONAL.

8.5 The Customer is informed that the manufacturing process for gummies may result in: slight deformations, the presence of gelatinous extensions or growths (dripping tails), slight variations in shape or appearance resulting from the technical constraints of the moulding process and the inherent limitations of automated sorting systems. These characteristics, if they do not affect the safety or sanitary quality of the product, do not constitute a defect and cannot give rise to a complaint or claim for compensation.

Starch is used as a processing aid in the manufacturing process. Despite the implementation of cleaning procedures in accordance with good manufacturing practices, residual traces cannot be completely ruled out. The Customer acknowledges that they have been informed of this potential cross-contamination and undertakes, where applicable, to take it into account in their labelling, risk analysis (HACCP) and regulatory management. IRATI INTERNATIONAL cannot be held liable for the presence of technically unavoidable traces, except in the event of proven failure to comply with legal food safety obligations.

Gummies are not intended for prolonged storage in 5 kg bags. This type of packaging is intermediate packaging intended for rapid repackaging by the Customer. The Customer is expressly informed that storing gummies in 5 kg bags beyond a reasonable period of time or in unsuitable conditions (temperature, humidity, storage time, handling, exposure to air, mechanical pressure, etc.) may alter their organoleptic and physical characteristics. The following may occur in particular: hardening, crusting, sticking or agglomeration, drying, oozing, deformation. In the event of non-compliance declared during an inspection carried out by the competent authorities or following a customer complaint, IRATI INTERNATIONAL cannot be held liable for organoleptic or physical non-compliance resulting from storage in 5 kg bags or excessive delay before repackaging.

8.6 The buyer guarantees that it is the holder of all intellectual and industrial property rights, and of all authorisations allowing it to make use of the products ordered from IRATI INTERNATIONAL. It shall be solely responsible to third parties for the rights and use of the ordered products.

The buyer thus guarantees IRATI INTERNATIONAL against any action, in particular for infringement, and consequently, will pay for all damages and interest which IRATI INTERNATIONAL could be condemned to pay following such an action, as well as, in particular, all legal costs, translation costs, bailiff's fees and lawyers' fees resulting from the defence of its interests.

8.7 Any presentation, advertising, commercial or other document, on any medium whatsoever, relating to the products sold must comply with all applicable regulations, and in particular with the regulations applicable to food supplements and cosmetic products. The buyer guarantees IRATI INTERNATIONAL against any action in this respect, and consequently, will pay all damages and interest which IRATI INTERNATIONAL could be condemned to pay following such an action, as well as, in particular, all legal costs, translation costs, bailiffs' fees and lawyers' fees incurred in the course of the defence of its interests.

8.8 The customer undertakes to take due care in the supervision, transport and storage of the goods. The client will control the presence of pests by using the pest control methods commonly accepted in the industry. IRATI INTERNATIONAL shall only be liable for the condition of the Goods if the customer proves that the deterioration is the result of a fault or act of IRATI INTERNATIONAL. IRATI INTERNATIONAL cannot be held responsible in any event for the deterioration of the quality of the goods caused by their handling or storage conditions, nor for the microbiological risks that may be caused by pests.

9 RESERVATION OF OWNERSHIP

According to the law n°80335 of May 12, 1980, we expressly reserve ownership of the sold products until the last day of their final payment, it being specified that subject to this clause, only the effective cashing of the cheques and commercial bills will be considered valid payment. Notwithstanding this



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clause, the goods sold shall be at the buyer's risk as soon as they leave our warehouses. The buyer also declares that it is fully aware of articles L.624-16 and L.624-18 of the Commercial Code.

10 CONFIDENTIALITY

The buyer undertakes to keep strictly confidential all the information and documents which will have been communicated to it at the time of any order, which will remain the full and entire property of IRATI INTERNATIONAL, and not to reveal them to third parties.

The purchaser undertakes to take all necessary precautions to preserve the security of this information and in particular to prevent it from being communicated to unauthorised persons or used in a fraudulent manner.

11 NON-SOLICITATION

The buyer shall not engage, or have engaged in any way, any employee, subcontractor or service provider of IRATI INTERNATIONAL. This clause shall also apply if the request is made by the said employee, subcontractor or service provider. This clause shall be effective for the duration of the contractual relationship between the parties and for twelve months after its termination.

12 REVISION OF THE CONTRACT

Any knowledge of a significant change in the economic or financial situation of the purchaser, even after partial execution of the orders, may lead to a revision of the conditions of execution of the latter, as well as of the overall credit conditions granted to the purchaser. We reserve the right to demand guarantees for the payment of our invoices at any time.

13 TERMINATION OF THE CONTRACT

The sale will be cancelled automatically and without any other formality than a simple formal notice sent to the buyer and remaining without result for more than 15 days, releasing us from any obligation in the event of non-payment of a sum due subject to the agreed terms, as well as in the event of non-compliance with any of the obligations stipulated in the present general conditions of sale or in the special conditions of sale.

14 LATE PAYMENT

In the event of partial or total non-payment of a due sum, late payment interest shall be charged automatically and without prior notice, calculated on the amount (including tax) of the sum still due, from the original due date until actual payment, at the basic rate of three times the legal interest rate (the legal interest rate used is the one in force on the day of delivery of the goods) and a fixed recovery indemnity of 40 euros pursuant to Articles L441-3 and L441-6 of the French Commercial Code. If the collection costs actually incurred are higher than this fixed amount, in particular in the case of recourse to a firm responsible for reminders and formal notices, additional compensation may be requested. The non-payment of a sum due on its due date renders all the claims of our company immediately payable, even if they are not due. In the event of recovery by legal action, the sums due shall be increased by 15% as a penalty clause.

15 RGPD Protection of personal data

In accordance with the law n° 78-17 of January 6, 1978 relating to data processing, files and freedoms, you have the right to access, consult, modify, rectify and delete the data you have communicated to us.

16 GENERAL PROVISIONS

16.1 Entire Agreement clause

The Parties acknowledge that only these general terms and conditions, the order form and the special terms and conditions of sale constitute the entire agreement between them. No document subsequent or prior to the present contract, no modification of the Contract in any form whatsoever shall be effective between the Parties except in the form of an amendment duly dated and signed by them.

16.2 Nullity

If any of the provisions of this contract are found to be null and void with regard to a stipulation of an applicable law or a judicial decision that has become definitive, they shall be deemed to be unwritten, without this leading to the nullity of the contract or altering the validity of its other provisions.

16.3 Domicile

The Parties elect domicile at the addresses shown on the first page of the contract.

16.4 Applicable law and disputes

This contract is governed by French law even if one of the parties is of foreign nationality and/or the contract is performed abroad in whole or in part. Any dispute arising in connection with its performance which cannot be resolved amicably shall be submitted to the jurisdiction of the Court of PARIS, even in the event of multiple defendants or the involvement of third parties.



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