

GENERAL SALES CONDITIONS

1 – APPLICATION

These General Sales Conditions (hereinafter referred as "Terms and Conditions" or GTC) govern all sales of products (the "Goods" by EUROSER, a simplified joint-stock company (SAS) whose head office is at the address 5 BIS Passage du Jeu de Paume – 89200 Avallon, registered at the Registry of Trade under the number 413 730 961 (hereinafter the "Seller") and any of its customers (hereinafter the "Purchaser").

Terms and Conditions are systematically addressed or given to the Purchaser to allow him to place an order with the Seller. Consequently, the fact of placing an order implies for the Purchaser to (1) subscribe entirely and unreservedly to the Terms and Conditions to the exclusion of any other documents such as leaflets, tariffs or catalogues, which could have been given by the Seller and to (2) waive any conditions that could appear in all the documents issued by the Purchaser and that would differ from these Terms and Conditions. No special condition may prevail on these Terms and Conditions except if formally accepted and written by the Seller. The fact that the Seller does not prevail at a given moment in any of the clauses of these Terms and Conditions cannot be interpreted as a waiver of any subsequent use of any of these conditions.

2 – ORDER

The sale is considered concluded by the written acceptance of the order by the Seller.

3 – DELIVERY

The Seller is fully discharged from its obligation to deliver the Products by the direct delivery of the Products to the Purchaser in the Seller's warehouses; or by the direct delivery of the Products to a carrier in the Seller's warehouses.

The fulfillment of the Seller's delivery obligation entails the transfer of risks from the products to the Purchaser or to the carrier.

4 – PRODUCTS RETURN

Any claim relating to the non-frozen Products must be sent by the Buyer to the Seller within twelve (12) hours of receipt (this period of claim being increased to forty-eight (48) hours for the frozen Products). Any return of the Goods by the Purchaser may only be made with the prior written consent of the Seller. In case of damage or missing items, the Purchaser must make the usual investigations and put forward any reservations by signing the waybill (CMR). Any Good returned without this agreement will be held at the Purchaser's disposal and will not give rise to the establishment of a credit note.

The Goods shall not be returned without the final acceptance of the Seller subjected to the quantitative and qualitative verification of the Goods by himself. No Goods shall be returned if the Goods have been processed, repackaged, or preserved without respecting the applicable health regulations.

The Seller's responsibility is limited, at the option of the latter, either to the return of the Goods and the granting of a credit note or to the replacement of the Goods at Seller's expense, to the exclusion of all damages in any capacity whatsoever. In all cases of return authorized, the Goods must be returned free of charge to the address indicated by the Seller in their original packaging and in perfect condition.

It is reminded that the Seller makes no physical manipulation of the Goods and obtains Goods approved by a sanitary VET number* from a professional supplier subject to the legal and regulatory obligations in force in health, safety (in particular food safety) and environmental matters.

5 – PRODUCT DELIVERY DELAY

Any dates quoted for delivery of the Goods are as accurate as possible but depend on the Seller's supply possibilities and on the transportation of the Goods. The Seller is authorized to make global or partial deliveries. Delivery delays cannot give rise to any cancellation of orders in progress or any compensation in favor of the Purchaser. However if the Goods haven't been delivered within 30 days following the expiry of the quoted date of delivery, for any other reason than those provided for in this article 5, the order can be cancelled at the request of one or the other party, the Seller being then responsible for returning to the Purchaser the advance payments made, if any, in respect of the canceled sale, to the exclusion of any other compensation.

If the delivery is delayed at the request of the Purchaser and with agreement from the Seller, the Goods will be, if necessary, stored and handled at the Purchaser's full costs and risks. The Seller declines any responsibility for this delay, which cannot result in the modifications of the payment obligations of the Goods incumbent on the Purchaser and does not constitute novation in any way. The Seller's delivery obligation is automatically suspended : (1) the terms of payment haven't been respected by the Purchaser; (2) the information that must be provided by the Purchaser to the Seller in order to perform its obligations have not been given to him in time; or (3) a case of force majeure occurs, as mentioned in section 11 hereinafter.

The Seller shall inform the Purchaser in a timely manner of the occurrence of any of the aforementioned cases or events. The delivery periods thus suspended shall resume their price on the working day following the performance of the obligations referred to in points (1) and (2) above or the cessation of the event referred to in point (3) above, such as confirmed by the Seller to the Buyer. Without agreement on the execution of the concerned order between the parties, if the suspensive case or event shall extend to thirty days, the order shall then be cancelled at the request of one or the other party, the Seller shall then be liable to return if necessary the payments on account to the Purchaser for the cancelled order, to the exclusion of any other compensation.

Any returnable packaging shall be returned within 15 days following the delivery. After this deadline, it shall be charged at the going rate shown on the consignment slip.

6 – PRICES AND ACCESSORIES

The Products are sold at the Seller's base rate effective on the date of Seller's written acceptance of the sale. At the basic rate, the Seller applies, if applicable, any price reductions acquired, pursuant to its discount schedule, on the date of the sale and directly related thereto.

All prices and sums referred in these Terms and Conditions are exclusive of taxes. VAT is applied by the Seller at the rate in effect when invoicing the price and other amounts concerned.

7 – TERMS OF PAYMENT

The Seller's invoices shall be paid by the Purchaser in the deadlines provided for in Article L.443-1 of the French Commercial Law.

For the Purchaser covered by credit insurance: (1) within twenty (20) days for fresh meat, carcasses or vacuum, (2) thirty (30) days for frozen meat.

In case of payment by draft, the Purchaser is obliged to return, within a maximum period of seven days from the date of the invoice, the effects presented to him. The costs relating to the acceptance of the bill of exchange are entirely the responsibility of the Purchaser.

The payment is considered effective on the date on which the funds are put at the disposition of the Seller or his surrogate by the Purchaser.

The payment cannot be delayed under any pretext whatsoever and no claim on the quality of Goods is suspensive of payment of this one.

The Seller is entitled to allocate payments received to settle (in full or in part) any sums due from the Purchaser under any contract.

Any automatic deduction of any payment due is forbidden; only deductions which are subject to a documentary evidence issued by us will be accepted. No discount will be granted for an advance payment, unless specifically agreed.

8 – DELAY IN PAYMENT OR NON-PAYMENT

In the event of late payment, the Seller may, without first notifying the Buyer, suspend all deliveries and the execution of orders in progress, without prejudice to any other course of action.

Any amount not yet paid on the date of payment shown on the invoice, when payment has not been made by the end of the period set in Article 7 above, is increased automatically and without prior formal notice by a late payment interest calculated to a rate equal to one and a half time the legal interest rate. These penalties will

be payable upon simple request of the Seller. In case of non-payment, the amount of these late payment interest is automatically charged on any rebates, discounts or reductions due by the Seller. In the absence of such an allocation, such default interest accrue until the actual date of payment of the outstanding payment.

In case of non-payment, two days after the formal notice to the Purchaser by registered letter remained unsuccessful, the sale is canceled automatically if it suits the Seller who can request, in summary, the restitution of the Goods delivered to the Purchaser, without prejudice to any other damages. Termination not only affects the current sale but also any previous unpaid sales, whether delivered or in the course of delivery and whether or not their payment is due.

In case of payment by bill of exchange, failure to return the bill is considered as a refusal of acceptance comparable to non-payment. Similarly, when payment is by installments, the non-payment of a single installment entails the immediately due of all debts of the Purchaser to the Seller, without formal notice.

Under no circumstances payments owed by the Purchaser may be suspended or be subject to any compensation against the Seller without the prior written consent of the latter. Any partial payment shall be first charged on the non-privileged part of the debt and then on the amounts for which the due date is the oldest.

Any deterioration of the Purchaser's credit may justify the requirements of guarantees or of a cash or draft settlement payable on demand before the execution of the orders received. In addition, the Seller reserves the right, at any time, depending on the risks involved, to set a cap on the overdraft of the Purchaser and to require particular terms of payment, including payment period, or to require certain guarantees.

In case of receivership or liquidation of the Buyer, the Seller is entitled to withhold the Goods that are not delivered or shipped to the Buyer or to a third party acting on its behalf.

9 – RESERVATION OF TITLE

TRANSFER OF THE GOODS OWNERSHIP IS SUBJECT TO FULL PAYMENT TO THE SELLER BY THE PURCHASER OF THE SALE PRICE AND ACCESSORIES THEREOF.

Except as hereinafter provided, the Purchaser isn't allowed to sell the Goods which property is reserved by the Seller, for free or for a fee, in whole or part, nor to allow the creation of real rights over the Goods or any other right or costs aiming to or having the effect of restraining the Seller's right of ownership on the aforementioned Goods. The Purchaser may however sell to its customers, the Goods whose property is reserved by the Seller. In this case, the sale is made on behalf of the Seller and the Purchaser must take all the necessary measures to assign the proceeds of such sales to a special account opened in the name of the Seller. The Goods first delivered are presumed to be the first resold and those held by the Purchaser are presumed to be those remaining unpaid.

The Purchaser, to whom the risks relating to the Goods are transferred in accordance to the Article 3 above, remains the custodian of the Goods. The Purchaser fully protects the Seller from any damages suffered by the Products or caused by third parties even by fortuitous event or force majeure.

10 – SANCTIONS OF NON-PERFORMANCES

Without prejudice to any other rights belonging to the Seller, the Buyer's non-performance of any of its obligations towards the Seller under any agreement between the Buyer and the Seller entitles the Seller to its choice, to declare, by simple notification sent by registered letter to the Buyer, without prior notice, the immediate payment of all the Buyer's obligations towards the Seller or of some of them or even the termination or resolution of all agreements concluded between the Buyer and the Seller or of some of them, without any refund or indemnity being due by the Seller to the Buyer. In addition, the Seller is entitled to claim with the Buyer, as a penalty clause, the payment of a lump indemnity equal to 10% of the total amount of the sums due, increased by potential collection charges.

11 – CHARTER ANTI-FRAUD

In accordance with the ANIA Anti-Fraud Charter, an inspection procedure upon receipt of the goods must be systematically put in place by the receiving Institution (physical place of first unloading) based on (1) a documentary check (it aims to ensure that the delivered product is the one described in the technical documentation), (2) a visual check of the goods: this check also makes it possible to check the conformity of the food received with the product definition and (3) a organoleptic control (with implementation of the product): it aims to ensure that the nature of the packaged goods is in line with that announced.

Any major information (or bundle of indices) known by the customer and / or the receiving Institution (physical location of first unloading), likely to lead to a doubt about the fairness of commercial transactions involving meat products must be systematically and immediately communicated to EUROSER. In case of breach of this information commitment, the responsibility of the client and / or the first recipient institution may be legally engaged.

In the event of major information or bundle of indices known by EUROSER and / or by the customer and / or by the receiving Institution (physical location of first unloading), which would lead to a doubt about the fairness of commercial transactions on the meat ingredients delivered and / or received, in particular on the nature of the animal species, the establishment of a reinforced control procedure must be initiated by EUROSER and / or by the customer and / or by the Establishment first consignee (physical place of first unloading) upon receipt of the goods - and before any use - by the first recipient Institution.

After analysis of the critical level, it will be necessary to decide on the level of the reinforced control procedure: reinforcement of the visual control of the received products, documentary audit, release analysis, in particular that aimed at identifying the animal species and the setting up of a «process audit and traceability» at the supplier.

12 – CASE OF FORCE MAJEURE

Are considered as case of force majeure or fortuitous events, all events beyond the control of the parties that they could not reasonably be expected to predict and that they could not reasonably avoid or overcome insofar as their occurrence makes the fulfillment of the obligations completely impossible.

Are treated as cases of force majeure or fortuitous discharging the Seller of his obligation to deliver within the deadlines initially scheduled: the blocking of Goods by sanitary or veterinary administrative authorities, the strikes of all or part of the Seller's employees or his usual carriers, fire, flood, war, the threat of war (whether in France or in the country of a product's origin or destination)*, production shutdowns due to unforeseen breakdowns, the impossibility to be supplied with raw materials, epidemics, thaw barriers, roadblocks, strikes or shortage of energy supply, or supply shortages for a cause not attributable to the suppliers.

In such circumstances, the Seller will give written notice to the Purchaser, notably per fax or e-mail, within two (2) business days after the occurrence of the events, the contract binding the Seller and the Purchaser being then suspended from full right without compensation with effect from the date the event occurred.

In case that the event lasts more than thirty (30) days as from the date it occurred, the purchase agreement concluded by the Seller and the Purchaser may be terminated by the most diligent party without any of the parties being entitled to claim damages.

13 - NOTIFICATIONS

Any reference in the Terms and Conditions made to a notification by registered letter refers to a registered letter with acknowledgement of receipt. Notifications take effect on the first working day following the date of the first presentation by the postal services of the letter to the addressee.

14 – JURISDICTION

Disputes relating to the interpretation, conclusion or execution of the GTC and other agreements between the Buyer and the Seller that have not been resolved amicably are subject to the exclusive jurisdiction of the Commercial Court where the registered office of EUROSER SAS is located, even in the event of a warranty claim or multiple defendants. The acceptance of a treaty or any other document does not bring novation or derogation from this attribution of jurisdiction. This agreement shall only be governed by French laws.

(The French text of these General will be the sole opposable and will have priority over any translation of this text)