



General Terms and Conditions of Sale and Delivery of Meiser Agriculture Solutions S.A.S.

General terms and conditions

Our sales are subject to the present general terms and conditions, which apply to all purchase transactions, unless we expressly agree otherwise. The invalidity of any of the clauses below shall in no way affect the validity of these general conditions of sale. The fact that Meiser Agriculture Solutions does not avail itself, at a given time, of the strict application of one or more clauses of these general terms and conditions of sale shall not be interpreted as a waiver of the right to avail itself of such clause(s) at a later date, nor as a waiver of another clause or of the general terms and conditions of sale as a whole.

CONCLUSION OF CONTRACT

The purchaser's orders are final only after written confirmation from us. If the purchaser does not contest the order confirmation in writing within a maximum of 8 days of receipt, this shall be deemed to constitute acceptance of the order. Orders may not be cancelled without our express written agreement. In the event of cancellation of the order by the purchaser, any advance payments made will not be refunded. We are not bound by the commitments or proposals of any person belonging to our company, unless confirmed in writing by us.

DELIVERIES

Unless otherwise stipulated, delivery is deemed to be made to the customer's address. Delivery times are given as an indication only, unless otherwise stated. In any event, delivery on time can only be made if the purchaser is up to date with all his obligations towards us, for whatever reason. Delivery deadlines run from the date of order confirmation.

Delivery may take place before the date initially planned. Exceeding delivery deadlines may not give rise to damages, withholding or cancellation of orders in progress. However, if, three months after the indicative delivery date, the goods have not been delivered for a reason other than force majeure, the sale may be cancelled at the request of either party, by written notification sent by registered letter. The purchaser will be reimbursed for the deposit, to the exclusion of any other indemnity or compensation.

We shall not be held liable in the event of force majeure, such as war, riot, strike, interruption of transport, fire, etc. The occurrence of any of the aforementioned events shall not be deemed to constitute a breach of contract. The occurrence of one of these events may extend the delivery period by a period equivalent to that initially stipulated.

In the absence of special agreement, we reserve the right to make partial deliveries, without this affecting the overall delivery period initially indicated.

Whatever the mode of transport, and even in the case of carriage-paid delivery, goods always travel at the risk and peril of the purchaser, who is responsible for



making any reservations on the delivery note upon receipt of the goods. These reservations must also be confirmed in writing to the carrier within three days of delivery, by extrajudicial deed or registered letter.

PRICES – TERMS OF PAYMENT – PENALTIES

Our prices are given as an indication, the invoiced prices being those in force on the day of delivery. Unless otherwise agreed, our prices are for goods sold and approved ex-warehouse or warehouse.

Unless otherwise agreed, payment is due within 45 days of the end of the month from the date of invoice, or within 60 days from the date of invoice. Any deduction made on our invoices, for whatever reason, is deductible from sales and results in a proportional reduction in the amount of VAT.

Total or partial non-payment on the due date of any sum due authorizes our company, without prior formal notice, to demand immediate payment of the balance of all sums due, to suspend the performance of any contract in progress until full payment, and to apply the retention of title clause below.

As a penalty clause and in accordance with legal provisions, the purchaser will be liable to pay a penalty calculated by applying to the outstanding sums an interest rate equal to three times the current legal interest rate. In addition, the purchaser will be liable to pay a fixed indemnity of 40 euros for collection costs.

In the event of deferred payment accepted by us, we reserve the right to require payment guarantees from the purchaser.

CLAIMS – GUARANTEES

Without prejudice to the provisions specific to the carrier, any claim relating to apparent defects or non-conformity of the goods delivered must be addressed to us by written notification and registered letter within 8 days of receipt of the goods. It is the purchaser's responsibility to provide full justification for any defects or anomalies observed.

The dimensions, colors and weights of certain materials are subject to variations inherent in their nature or manufacture, and are subject to the usual tolerances.

Due to manufacturing hazards, our company cannot be held responsible for supplying galvanized posts of strictly equivalent thickness. The tolerances allowed on ordered poles, which the purchaser must accept, are limited to 10% applied to the thickness of the steel strip. These tolerances comply with European standards DIN 1016 and DIN EN 10051-92.

Any return of goods is subject to prior written agreement between us and the purchaser. The costs and risks of return are always borne by the purchaser. Any accepted return will give rise to the issue of a credit note in favour of the purchaser. In the event of apparent defect or non-conformity of the goods delivered duly noted by us, our liability will be limited, at our option, to the replacement of the goods or the reimbursement of their invoiced price, to the exclusion of any other indemnity, damages or interest.

RESERVATION OF OWNERSHIP

Meiser Agriculture Solutions reserves ownership of the goods sold until full payment of the price and interest. In the event of non-payment of the price on the agreed

due date, the seller may repossess the goods; the sale will then be cancelled ipso jure if the seller so wishes, and any advance payments already made will be retained by the seller in consideration of the buyer's enjoyment of the goods. The purchaser therefore undertakes to take out insurance covering the risks of loss, theft or destruction of the designated goods (law no. 80-335 of May 12, 1980). Cheques and commercial gestures are only considered as payment once they have been cashed. Payment on account does not entitle the purchaser to retain the goods sold. The purchaser has no right of retention on the goods until the price has been paid in full.

RESOLUTION CLAUSE

In the event of non-payment by the due date of the invoice, or in the event of default by the purchaser in any of his obligations, the sale will be cancelled by operation of law, at our discretion, eight days after formal notice has been sent by registered letter without effect, without prejudice to any other rights.

COMPETENT JURISDICTION

In the absence of amicable agreement, any dispute arising from the conclusion or performance of contracts concluded with our company, even in the event of a warranty claim or multiple defendants, shall be subject to the exclusive jurisdiction of the courts of the jurisdiction of our registered office.

The same jurisdiction shall also have exclusive jurisdiction for all our purchases concluded under the same conditions.

Any dispute relating to the interpretation and performance of these general terms and conditions of sale shall be subject to French law.

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