

Version of 04/01/24
Standard Terms of Purchase
PRIMEVER Group

Clause 1 - General points

1.1 Unless otherwise specified, all orders ("Order") placed by PRIMEVER and its affiliates, within the meaning of Article L. 233-3 of the French Commercial Code ("Buyer"), and accepted by any seller ("Supplier") shall be subject to these standard terms of purchase ("STP") and to the special conditions indicated on any Purchase Order issued by Buyer.

Supplier is deemed to have read and accepted these STP and all subsequent versions thereof. Ongoing agreements shall automatically be subject to any updated version as of the date on which it becomes valid. They shall be available at all times on Primever's website: <https://www.reseau-primever.com/>

All Orders placed by Buyer shall be drafted and signed by a duly authorised representative, and governed by purchase orders or letters (hard or soft copy), by any applicable framework agreement, and by these STP. The STP shall take precedence over any contractual document issued by Supplier. In so far as Supplier starts to execute an Order, it is deemed to have accepted the conditions thereof and these STP. Under the obligations set out in all Orders, Supplier shall be required to achieve a specific result.

1.2 Any contractual documentation formalised between the parties shall have force of law and prevail in the following ascending order of priority:

- these STP,
- technical specifications, standard specifications, drawings, models and plans made available to Supplier,
- the special terms and conditions relating to every purchase,
- the purchase order.

Hereinafter jointly referred to as the "Agreement"

1.3 The STP and any accompanying contractual and/or technical documentation duly signed or authenticated by the parties shall set out all the parties' respective obligations. All additions or modifications shall be formalised in a written agreement executed by both parties.

Clause 2 - Scope

These STP shall govern the contractual relations between Buyer and Supplier, in so far as the former places Orders with the latter for supplies, equipment, vehicles and any kind of products and/or services (the "Goods"); the parties also agree that they shall take precedence over Supplier's standard terms of sale.

Clause 3 – Entry into Force - Term

These STP shall enter into force - and Supplier shall be bound by the terms thereof - as soon as they are made available by Buyer. They shall be valid for the duration of the business relationship.

Clause 4 - Acceptance of Order – Cancellation - Amendment

Buyer shall issue an Order for every individual purchase of Goods. The Order shall be formalised in any written form for which proof of receipt is provided (e-mail, post, SMS, etc.)

Supplier undertakes to inform Buyer of any projected changes to its manufacturing methods or to the specifications of Goods. Supplier shall make sure that Buyer the signed acknowledgement of receipt and confirmation of agreed prices and delivery period reach Buyer within three (3) calendar days of receiving the Order. If Supplier does not respond within that period, the Order is deemed to be accepted.

Buyer may cancel an Order at any time if Supplier fails to return a signed, unchanged copy thereof within three (3) calendar days of Supplier's receipt of the Order. All or part of any orders confirmed by Supplier may be cancelled at any time by Buyer, on the condition that written notice of the cancellation is provided. In that case, and upon presentation of supporting documentation, Buyer shall be solely liable for any direct expenses that are reasonably, effectively and irrevocably incurred by Supplier.

Clause 5 - Price

Prices, along with invoicing and payment terms, shall be specified in the Order. The prices specified in Orders shall exclude VAT. They shall also be fixed, final and not subject to review. Unless otherwise specified in the Order, they shall include packaging, handling, transport, unloading, insurance, customs charges and all taxes, duties and other fees.

Buyer shall not be bound by any changes to prices or delivery dates arising from modifications to data notified without the consent of the signatory of the Order.

Buyer shall not accept any additional item invoiced for packaging and/or pallets, even if packaging and/or pallets are recovered. No fixed fees (invoicing, green taxes, etc.) may be invoiced in addition.

Clause 6 - Invoicing - Payment Period

6.1 The copy of the Goods invoice sent to Buyer by Supplier shall include all legal notices. Separate invoices shall be issued per entity and per Order. The Order reference number featured on the Purchase Order or letter shall be included in the invoice. A single copy of the invoice shall be addressed and e-mailed to the head office of the entity that has placed the Order. If an invoice itemises several Orders, sub-totals shall be produced for every Order.

6.2 Notwithstanding any contractual clause or mandatory legal provision to the contrary, invoices shall be settled forty-five (45) days from the end of the month in which the invoice is issued, by bank transfer. Invoices shall be sent to Buyer before the 10th day of the month following the invoice date.

6.3 If an invoice is overdue, a late-payment penalty shall automatically be added to its total. The penalty rate shall be indicated in the Order or, failing that, it shall be equal to one point five (1.5) times the legal rate of interest applicable in France on the due date. The penalty shall be imposed from that date onwards, until such time

as payment is received in full. A fixed recovery fee of forty (40) euros shall be systematically added to the aforementioned late-payment penalties, which discharges Buyer from further liability for the corresponding breach.

However, if any invoiced items are disputed, Buyer shall inform Supplier within fifteen (15) days of receiving the contested invoice. Buyer therefore reserves the right to temporarily withhold the payment of the disputed sums, provided that they are duly contested.

Should Supplier fail to fulfil any of its obligations under the Agreement, Buyer may suspend all payments to Supplier.

Clause 7 - Delivery - Delivery Date - Transfer of Ownership and Risks

7.1 Delivery periods and dates shall be specified in the Order. In so far as Supplier accepts or starts to execute an Order, it irrevocably undertakes to observe the delivery periods and dates set out therein, or those jointly accepted by Supplier and Buyer.

Delivery periods and dates shall represent an integral part of the Order and may not be changed without the prior, written approval of Buyer.

7.2 Supplier is required to deliver the Goods by the delivery date specified in the Order.

7.3 Any delay in the execution of an Order, howsoever caused, shall be immediately reported to Buyer.

In the event of a delay, Buyer reserves the right to:

(i) terminate the Order simply by issuing a registered letter with acknowledgement of receipt, notwithstanding any damages which it is entitled to claim from Supplier as compensation for its loss; and/or

(ii) demand that the terms of the Order be fulfilled, subject to penalties; or

(iii) arrange for the goods to be supplied by a third-party contractor at Supplier's expense;

(iv) At any rate, a contractual penalty for delay shall be imposed automatically on Supplier without prior notice; the penalty, charged per day of delay, shall be equal to three (3) % of the total amount of the Order in question. Penalties for delay or any other penalties specified in the special terms (purchase order or letter) shall be invoiced separately or deducted from unpaid invoices.

To the extent that Buyer imposes the penalties indicated above and any other penalties set out in the STP and/or special terms, Supplier shall be liable for the penalty amounts and potentially any other damages caused by the corresponding breach. In this context, even after the penalties have been paid, Supplier shall continue to honour its contractual commitments and Buyer may seek compensation for its loss.

7.4 Ownership of the Goods shall not be transferred until such time as the price of the Order is settled in full by Buyer. The transfer of the risks of loss of, and damage to, the Goods shall be regulated by Incoterm DDP (as per Incoterms 2020), unless otherwise agreed by the parties. If transfer of ownership occurs prior to transfer of risks, Supplier shall take out a special form of insurance, at its own expense and on Buyer's behalf, to cover the risks of loss of, and damage to, the aforementioned materials, products or supplies, goods and services whose ownership has been transferred to Buyer; and undertakes to make the corresponding insurance certificate available to Buyer on demand.

Clause 8 – Shipment - Packaging and marking
Unless otherwise specified in the Order, shipments shall be carriage free and delivered to the site indicated by Buyer.

Deliveries shall take place at the address indicated in the Order. The labels of Goods shall indicate Buyer's order number, Supplier's name, a list of delivered items, quantity and Supplier's batch number.

Buyer shall reject all special packaging instructions unless they are indicated in

Supplier's delivery slip. If an invoice includes packaging, the item shall be rejected unless it is expressly indicated in the Order.

Goods shall be clearly marked and labelled according to Buyer's recommendations and/or compulsory handling instructions. If applicable, and in view of their particular nature, Goods shall be suitably protected by food contact materials (whether they are intended for human consumption or as animal feed)

Clause 9 - Quality control of goods at delivery site
Deliveries of goods shall be checked and approved at Buyer's site following delivery. Supplier should note that final acceptance of deliveries is not confirmed by Buyer's signature of the delivery slip. Indeed, they shall not be accepted until such time as final approval is given by Buyer's duly authorised departments.

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Buyer shall report any non-delivery to Supplier by any appropriate means. Unless Supplier rectifies the situation within the period indicated by Buyer, it shall be in breach of contract and subject to the contractual penalties specified in section 6.

Clause 10 - Compliance with applicable regulations

Supplier undertakes to comply with all current standards, laws and regulations applicable to the Goods that it sells or supplies at the time of delivery, including but not limited to, legal and regulatory provisions on transport, occupational safety, environment, agri-food regulations and any European and/or national marketing authorisation for CE marked products. Should Supplier fail to fulfil any of the obligations thereunder, it shall be solely liable for all damages, expenses and/or fines, including but not limited to, operating losses, loss of profit, transport costs and customs penalties imposed on or incurred by Buyer or any of its customers.

Supplier shall immediately replace, at its own expense, any Goods delivered to Buyer, to the extent that they do not meet the qualitative

criteria featured in the standard specifications issued for the purchase in question, in technical specifications, in drawings, in models and in plans previously made available to Buyer, unless Buyer chooses, after notifying the quality defect, to terminate the Order and/or arrange for another supplier to supply the goods in question, at Supplier's expense. Any goods that do not meet qualitative criteria shall be returned by Buyer at Supplier's expense. Goods delivered to Buyer shall also meet the quantitative criteria of orders; failure to do so may result in the implementation of the provisions above. Supplier undertakes to inform Buyer of any changes made to the ordered Goods (for instance, change of manufacturing method, change of raw material, change of supplier, etc.); the change in question shall require the prior approval of Buyer. If changes are made in violation of this clause, Buyer reserves the right to cancel the Order on the ground that the criteria of the initial standard specifications have not been met. Moreover, Supplier shall be fully liable vis-à-vis Buyer for any loss incurred as a result of supplying Goods that fail to meet qualitative and quantitative criteria. In addition, Supplier shall be fully liable vis-à-vis Buyer for any personal injury or damage to property caused by its actions during the delivery of Goods. Supplier consequently undertakes to compensate Buyer, in this case, for all loss incurred, as soon as an estimate of the quantified loss is received. Buyer may notify the date and location of the adjustment process such that Supplier cannot subsequently dispute the corresponding estimate.

Clause 11 - Safety

Simply by accepting an Order, Supplier shall ensure that the Goods, equipment or machinery delivered by virtue thereof are fitted with all health and safety devices required under applicable regulations or adopted in line with standard practice, and that they fulfil, if necessary, self-certification procedure obligations under French law and, in particular, the provisions of Articles L. 4311-1 et seq. of the French Labour Code. Any machinery and equipment that is new or considered to be new (rebuilt, modified or used outside the European Community) shall be designed in compliance with regulatory

provisions and good practice governing occupational safety, ergonomics and environmental sustainability. All operational equipment covered by the scope of Machinery Directive 2006/42 shall be delivered with:

- CE marking,
 - EU declaration of conformity,
 - instruction manual produced in French
- as defined by the provisions set out in the transposition of the "machinery directive" into French law.

Supplier, the manufacturer or the designer shall provide detailed information in an instruction manual drafted in French. It shall also set out the operating conditions and restrictions (see Annex I - technical requirements under Article R. 4312-1 of the French Labour Code). This document, without which the equipment in question may not be released onto the market, shall cover installation, start-up, use, adjustment and maintenance. The instructions shall take into account operating conditions and restrictions and consider any foreseeable anomalous situations. All equipment shall be subjected to safety tests at the user's site. Moreover, all special, complex or dangerous equipment or any equipment used at several sites of Buyer shall be assessed by Buyer's safety and environment department. Any alterations to existing equipment shall be assessed in the same way. Suppliers may contact Buyer's safety and quality department at any time for further information about applicable technical requirements. By and large, applicable requirements shall be set out in the special terms of purchase. Whenever an Order involves the provision of services on the premises of Buyer, Supplier shall introduce appropriate measures, in a timely fashion, to guarantee compliance with occupational health and safety legislation and regulations.

It shall particularly issue instructions for use. If the supply emits pollutants, Supplier shall identify the measures that must be taken to eliminate the source of pollution or to process waste following use, in accordance with regulations applicable on the delivery date. Supplier shall comply with the safety rules and

road traffic regulations of the site in question, and inform its employees, transport operators and subcontractors of these rules and regulations, and check that they are adhering to them.

Clause 12 - Employment and Health & Safety Regulations

Supplier attests that it complies with regulations currently in force, particularly in respect of employment, working conditions and occupational health and safety.

If Supplier's staff are assigned to work on Buyer's sites, responsibility for the staff shall rest exclusively with Supplier. Supplier shall make sure that any staff assigned to work on Buyer's site are aware of the internal regulations and safety rules applicable on site.

Supplier shall be held liable for the actions of its staff.

Clause 13 - Tackling Illegal Employment

In so far as the scope of Article L. 8222-1 of the French Labour Code extends to the supplied Goods, Supplier undertakes to provide Buyer with the documentation referred to in Article D. 8222-5 or, if applicable, D. 8222-7 idem, upon acceptance of the Order and STP, and every six months until the end of the execution period specified therein, as well as a certificate confirming that declarations and contributions have been submitted and paid to the social security office; the certificate, issued by the Office for the Collection of Social Security and Family Allowance Contributions (URSSAF), shall be dated within the last six months, specify whether Supplier is an employer, identify Supplier, quantify the number of employees and determine the remuneration base declared by Supplier. Buyer shall contact URSSAF to confirm the authenticity of every certificate produced by Supplier.

In any event, Supplier states that the corresponding declarations have been submitted to the social security office and tax authority, and that all social security contributions, taxes, duties and insurance premiums have been settled in respect of its salaried staff members, and

undertakes to continue to meet its obligations in this respect for the full term of the Agreement.

By accepting the Order, Supplier pledges that:

- employees duly employed under Articles L. 3243-1, L. 3243-2, L. 3243-4, L. 1221-10, L. 1221-12, L. 1221-13 and L. 1221-15 of the French Labour Code shall be assigned to perform the tasks under the Agreement,
- if foreign-born employees are assigned, they shall have the permits they need to work in France,
- that it has not been the subject of a conviction registered in criminal record bulletin no. 2 for any of the illegal employment offences referred to in Articles L. 8221-1, L. 8221-2, L. 8221-3, L. 8221-5, L. 8251-1, L. 5221-8 & 11, L. 8231-1, 8241-1 & 2 of the French Labour Code.

Should Supplier fail to comply with the provisions set out in this clause, Buyer may unilaterally rescind/terminate the Agreement by notification. In this case, Supplier may not claim compensation on the ground of the rescission/termination, notwithstanding any damages which Buyer is entitled to claim.

Clause 14: Subcontracting

Supplier may not outsource all or part of the services it is required to provide, without Buyer's prior, formal consent.

If Supplier is authorised by Buyer to outsource all or part of the services, Supplier shall inform its subcontractors that they are bound by the obligations set out in the contractual documentation. Moreover, Supplier shall be held liable for any loss incurred by Buyer as a result of outsourcing the service under the Order, and may not seek to limit its liability by attributing responsibility for the loss to its subcontractors.

If Supplier outsources any service in violation of this clause, Buyer shall automatically apply a penalty of 50% of the price of the Order.

Buyer shall, on a discretionary basis, either charge this sum directly to - or deduct it from an amount invoiced by - Supplier.

Clause 15 - Warranty

In addition to the warranty negotiated with Supplier, the Goods (Materials, Products and Services) shall benefit from a two-year (2-year) warranty covering all defects affecting the design, material, manufacturing and execution of the products, even if Buyer has already acknowledged that they meet qualitative criteria.

The contractual warranty shall take effect as of the date on which the Products or Materials are received, or the Work is approved. If any Goods are found to be defective during the contractual warranty period, they shall, at the discretion of Buyer, be replaced or repaired at the earliest possible time by Supplier who shall bear all manner of costs incurred as a result of the defective nature of the Goods (including consequential loss). If Supplier fails to comply with the terms indicated above, Buyer reserves the right to repair or replace the Goods either directly or indirectly - through the intermediary of a third party - at Supplier's risk and expense. The repaired or replaced Goods, or part thereof, shall be covered, under the same conditions, by a warranty which shall take effect as of the date on which the item in question is repaired or replaced. Notwithstanding the foregoing, Supplier is legally required to guarantee latent defects, and may be held liable for defective products under applicable consumer law. If applicable, Supplier clearly, expressly and unequivocally acknowledges that it may, alongside Buyer, be jointly and severally bound by the obligations under Article 1792, 1792-2 and 1792-3 of the French Civil Code. In this context and this event, Supplier shall take out insurance with an insurance company of reputable solvency and make the corresponding insurance certificate available to Buyer on demand.

Clause 16 - Liability and Insurance

16.1 Supplier shall ensure that the Order is executed in line with all applicable criteria. Supplier shall hold harmless and indemnify Buyer if any claims and applications relating to an Order and the Goods are submitted by third parties. Supplier shall indemnify Buyer against any kind

of loss incurred by Buyer or any third party, as a result of a violation or failure by Supplier or its subcontractors to fulfil an obligation under the STP. During the period of execution of an Order on Buyer's site, Supplier shall be liable for any damage incurred by Buyer or any third party present on site, to the extent that it is caused by the actions of its staff members or those of its subcontractors, or by its machinery or equipment.

Buyer may not be held liable in any capacity whatsoever.

In the event of a violation in this respect, Supplier shall indemnify the Customer against any claim, action, proceeding, procedure and order (damages, settlement compensation, etc.) and cover all fees, costs and compensation (not least costs of proceedings, court costs, discretionary costs - reasonable solicitors' fees, fees of professional consultants such as experts -, emoluments, disbursements etc.) incurred by Buyer on account of a failure by Supplier (i) to fulfil its obligation to ensure that the Goods comply with applicable legislative and regulatory provisions and (ii) to fulfil its obligations hereunder.

16.2 Supplier acknowledges that it has taken out an insurance policy (civil, tort, operational, professional and post-delivery liability) with an insurance company of reputable solvency, for an amount sufficient to cover the financial consequences of its actions to the extent that they result in accidents, personal injury and/or damage to property (not least damage to the goods, equipment or installations of Buyer or any entrusted to Buyer's care), or intangible loss, consequential or otherwise, incurred by Buyer, third parties and their property. The policy shall cover the loss indicated above, in so far as it is caused by the actions of Supplier and/or any persons acting under its responsibility, not least employees and/or the property under their supervision. As and when instructed to do so, Supplier undertakes to make available the certificates of the insurance policies it is required to take out under the Order(s).

Clause 17 – Industrial Property Rights

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17.1 Supplier confirms that it owns all industrial property rights attached to the Goods and shall indemnify Buyer against any action taken by third parties in this respect, including court costs and solicitors' fees.

In execution of an Order, Supplier shall grant a free, global and transferable licence to Buyer, by virtue of which Buyer is able to possess and use the Goods for its own purposes linked to any actions undertaken by Supplier in the context of an Order. Ownership of all patentable or non-patentable inventions developed by Supplier in execution of Buyer's request or Order, relating explicitly to the creation of a new product or a new method, shall be retained by Buyer.

Supplier shall indemnify Buyer against all claims or legal action for unfair competition, free riding or violations of intellectual property rights, to the extent that they are based on Buyer's use of the Goods or any element developed by Supplier or its subcontractors in execution of an Order. Supplier assures Buyer that rights-managed or royalty-free images shall be purchased in the name and on behalf of Buyer.

As such, Supplier shall bear all related expenses and fees. If Buyer's use or possession of the Goods is disrupted, Supplier shall immediately implement appropriate measures to rectify the situation at its own expense. Moreover, it shall alter or replace the Goods concerned by the dispute.

Clause 18 - Confidentiality

Both parties undertake to treat the information provided by the other, and any to which they have direct or indirect access in execution of an Order, in the strictest confidence at all times, regardless of the form and/or medium used in the disclosure or discovery of such information ("Confidential Information").

Confidential Information shall include, particularly though not exclusively, all

information of a technical, financial, economic, commercial and legal nature, and any other data belonging to the parties.

The parties undertake to treat all Confidential Information to which they are privy with the same degree of care they would use to protect their own Confidential Information. As such, they undertake not to disclose such information, in any form or in any capacity, to any other parties, and to introduce such measures as may be required to prevent disclosure by their staff members and/or permanent or temporary associates.

The parties undertake to return all documentation made available by the other in connection with the signature and/or execution of an Order, within fifteen (15) days of its termination, howsoever caused.

They expressly agree that this clause shall continue to be valid for a period of three (3) years following the termination of an Order, howsoever caused.

The obligation of confidentiality shall not apply to any information that is:

- known by the parties, to the extent that they are able to prove either that they came across the information without breaching the obligation of confidentiality, or that it was disclosed by a third party before accepting the Order,
- in the public domain or enters the public domain during execution of an Order by any means other than the actions or omissions of either party and/or staff members and/or permanent or temporary associates.

Notwithstanding the foregoing, either party may, without the other's prior consent, disclose the name of the other party, not least during commercial or marketing presentations, in so far as the party in question is acting as a commercial partner and does not divulge any aspects of the Order or tarnish the brand image or reputation of the other party.

The obligations of confidentiality set out in this clause shall apply, without exception, to all

Supplier's third parties (consultants, auditors, etc.) who are privy/have access to the Confidential Information, as part of pre-contractual discussions and/or in execution of the Order. The information may not therefore be disclosed by the third party without Buyer's prior and written consent.

Clause 19 - Termination or cancellation

If either party issues a registered letter with acknowledgement of receipt to instruct the other to rectify a breach of an obligation, the party in breach shall have fifteen (15) days to remedy the situation, otherwise the other party may rescind or terminate the Order without prejudice to any damages which it is entitled to claim as compensation for the corresponding loss.

Clause 20 - Force Majeure

Neither party shall be held liable in a case of force majeure, as defined in Article 1218 of the French Civil Code.

If a case of force majeure is invoked, the party in question shall inform the other in writing at the earliest possible time and, in any event, within five (5) business days of the occurrence of the event. The notice shall set out the circumstances of the event in detail. The party who has invoked the case of force majeure shall make every effort to prevent or eliminate the "causes" of the delay and promptly resume the services it is required to provide.

The parties shall meet at the earliest possible time to assess, in good faith, the consequences of the case of force majeure and determine how to proceed by mutual consent.

If the case of force majeure lasts for a period of fifteen (15) days, the party whose services are affected shall be entitled to terminate the Order simply by issuing written notification.

Clause 21 – Personal Data

In execution of an Order, the parties shall be privy to the personal data of their respective staff members, any subcontractors or partners and/or customers.

As a result, both parties undertake to fulfil the obligations set out under (i) European Regulation No. 2016/679, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR); and (ii) French Data Protection Act No. 78-17, as amended, to the extent that they act in the capacity of a Data Controller.

Clause 22 - Ethics and Good Business Conduct

In a bid to operate responsibly at every stage in the supply chain, PRIMEVER expects all its stakeholders to embrace the Group's Code of Ethics and Good Business Conduct.

The document is published on the website of PRIMEVER.

Moreover, the PRIMEVER Group's position as a leading fruit and vegetable transport operator on the national market is underpinned by its commitment to solid human values and the development of expertise.

With an unwavering determination to make a positive social and environmental impact, while remaining economically viable, the PRIMEVER Group has undertaken to adopt a clear and defined approach to sustainable development.

In this respect, it sets out to create value both for the society we live in and for all the stakeholders involved in the business conducted by the PRIMEVER Group (employees, customers, suppliers, shareholders, economic actors, etc.).

As such, we are committed to:

- Protecting the environment by reducing the social impact of our business;
- Taking care of people by reducing the adverse health effects of our business;
- Fostering economic growth by promoting new technologies and innovation.

We have finalised and set out our commitment in the Group's Code of Ethics and Good Business Conduct. The code lists the obligations, commitments and best practices that our

employees are expected to fulfil, uphold and adopt in their daily activities.

At the same time, we also expect our suppliers to embrace the commitments we hold dear and the aims we pursue, with a view to establishing healthy, sustainable and transparent business relations based on values of cooperation and integrity.

As such, suppliers are asked to subscribe to the PRIMEVER Group's responsible purchase charter in order to ensure that our business is conducted in line with our overarching policy of continuous improvement and sustainable development

Finally, the PRIMEVER Group prioritises the fight against fraud, corruption, influence peddling, money laundering and terrorist financing. The PRIMEVER Group has implemented relevant measures and procedures under the provisions of Article 17(2) of French Act No. 2016-1691, of 9 December 2016, on Transparency, Anti-Corruption and Modernisation of the Economy.

On its own behalf and the behalf of its employees, agents, representatives or delegates, Supplier undertakes:

- To comply with the provisions of applicable regulations on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To refrain from any act or omission for which the PRIMEVER Group may be held liable under the provisions of applicable regulations on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To implement and main all internal policies and procedures required to guarantee compliance with all applicable regulations on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To immediately inform the PRIMEVER Group of any event that may result in a violation of applicable regulations on the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;
- To assist the PRIMEVER Group in any way necessary to respond to an instruction issued by a

competent authority in relation to the fight against fraud, corruption, influence peddling, money laundering and terrorist financing;

The parties therefore expressly agree that Supplier undertakes, on its own behalf and the behalf of its employees, agents, representatives or delegates, not to directly or indirectly perform, engage in or execute any action, measure or endeavour that may violate the aforementioned texts and principles.

The PRIMEVER Group may choose to immediately terminate the agreement if Supplier violates the principles referred to in the aforementioned regulations or the commitments set out in the responsible purchase charter or the commitments endorsed in line with the Code of Ethics and Good Business Conduct, and refuses to introduce the measures required to rectify the non-conformities brought to its attention.

Clause 23 - Jurisdiction

These STP and all Orders shall be subject to French law.

Regardless of any other language into which they are translated, the French version shall take precedence.

In the event that a dispute arises in connection with the validity, interpretation, performance or termination - howsoever caused - of an Order or the STP, and unless the conditions of an interim proceeding are met, the parties agree to settle their differences amicably or by way of mediation.

In view of the foregoing, and with a view to resolving their dispute, the parties agree to sit down within eight (8) days of a notice issued by either party via registered letter with acknowledgement of receipt.

Should the parties fail to reach an agreement within thirty (30) days, the disagreement shall be referred to the Commercial Court of Agen, which shall have sole jurisdiction to rule on the matter, including in respect of applications for urgent or interim measures, where matters are referred in

summary proceedings or by petition, and even in the event of interlocutory applications, introductions of third parties or cases where there are several defendants.

On behalf of Supplier,

Mr./Ms:

Role:

Date:

Signature:

On behalf of Buyer,

Mr./Ms:

Role:

Date:

Signature: