

TERMS AND CONDITIONS OF SALE
Applicable as of 1st September 2023

Article 1. SCOPE OF APPLICATION

1. These Terms and Conditions of Sale ("Terms") apply to all sales of products (the "Products") made by Laprovat SAS ("Laprovat") to its customers (each a "Customer").

2. Except as otherwise agreed in writing by Laprovat, Laprovat's supply of Products to Customer is EXPRESSLY LIMITED TO AND CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS. LAPROVAT HEREBY OBJECTS TO AND REJECTS ANY TERMS OR CONDITIONS THAT ARE ADDITIONAL TO OR DIFFER FROM THESE TERMS. Customer's order and receipt of and/or payment for Products constitutes Customer's full acceptance of these Terms. These Terms set forth Laprovat's and Customer's entire agreement related to the purchase and sale of the Products and shall prevail over any additional or conflicting clauses or conditions included in any purchase order, confirmation or other document.

3. Laprovat may modify these Terms from time to time with or without notice to Customer. The Terms in effect on the order date apply to the purchase of Products subject to such order. Any future order that Customer submits will be governed by Laprovat's terms and conditions of sale in effect on the order date for such future order, irrespective of any course of dealing between or expectation of the parties.

Article 2. ORDERS

1. Each accepted order constitutes a separate contract for the supply and purchase of Products. Laprovat shall be free to accept or reject any order received from Customer in its sole discretion. No modification or cancellation of an order shall be binding without Laprovat's written acceptance. Laprovat may adjust delivery lead times or other terms of sale as a condition to its acceptance of any modification.

2. Orders will be supplied only in multiples of Laprovat's standard packaging or production yield. If necessary, orders will be rounded to the nearest multiple and Customer shall be charged for all Products delivered.

3. Laprovat may make any modifications it deems necessary or is rendered necessary by applicable laws and regulations in the design, engineering, specifications, materials, packaging and labeling of Products. Such modifications shall not entitle Customer to modify or cancel any order for Products.

Article 3. PRICE

Unless Laprovat agrees otherwise in writing, Products prices shall be invoiced in accordance with Laprovat's price list in force as of the order date. Prices specified in the price list are presented net of any sales, use, value added or other taxes, cost of transportation and cargo insurance costs. Laprovat reserves the right to modify at any time the prices of its Products.

Article 4. TERMS OF PAYMENT – RETENTION OF TITLE

1. Subject to Article 4.2, Laprovat will invoice Customer for Products upon shipment of the Products. Invoices may be delivered by mail or electronically. Unless otherwise directed or approved by Laprovat in writing, payment for Products shall be made to Laprovat's account by SWIFT or ACH transfer before delivery of the Products. No discount shall be applied for early payment.

2. Customer shall promptly inform Laprovat in case of payment difficulties and/or insolvency proceedings against it. If Customer's credit materially changes following Laprovat's acceptance of an order or if Laprovat reasonably deems itself insecure in the future collection of Customer's account, then Laprovat may alter Customer's payment terms by written notice to Customer, including, without limitation, requiring payment in advance of Product shipment. When advanced payment is required, Laprovat will invoice Customer following Laprovat's acceptance of Customer's order and prior to Products' shipment. Such invoice may include estimated taxes, freight and insurance costs for the shipment. Laprovat will invoice Customer and Customer will pay Laprovat in accordance with Article 4.1 for any taxes, freight and insurance costs in excess of estimated amounts.

3. If Customer makes partial payment or does not pay by the due date, all outstanding amounts Customer owes Laprovat for any reason whatsoever shall become immediately due and payable. Without limiting any other right or remedy available to Laprovat, Laprovat may (a) cancel or suspend any ongoing and/or further delivery of Products to Customer, (b) sell or otherwise dispose of any Products which are the subject of any order by Customer, without compensation of any kind to Customer and/or (c) deduct any amounts Laprovat owes Customer from any sums Customer owes Laprovat. Customer shall not be entitled to exercise any set-off.

4. Laprovat shall be entitled to charge Customer interest on all past due invoice amounts at the rate applied by the European Central Bank to its last refinancing operations increased by ten percent (10%) (or, if lower, the maximum rate allowed by law) accrued monthly. Laprovat shall also be entitled to recover from Customer any recovery costs Laprovat incurs to the extent permitted by law, as well as a lump sum equivalent to 40 Euros for recovery costs unless the costs incurred are of a higher amount.

5. Until Customer pays in full for Products, Customer shall (a) not pledge or allow any lien, charge or other security interest to encumber the Products; (b) Laprovat shall have an interest in the proceeds of sale in an amount equivalent to the amount Customer owes Laprovat.

Article 5. DELIVERY – TRANSFER OF RISKS

1. Shipment dates are given on an indicative basis only. Laprovat is not liable for any delays in delivery, regardless the reason for such delay.

2. Except in case of apparent non-conformity of Products at receipt of the Products, Customer shall take possession of the Products upon arrival at the agreed place of destination specified in the order.

3. Unless Laprovat otherwise agrees in writing, Products shall be delivered CIP (place of destination specified in the order), as defined in the Incoterms® 2020 – ICC. Delivery point shall be the first means of transport on route to destination. Laprovat will invoice Customer for taxes, freight and insurance costs for Products shipment.

Article 6. WARRANTY

1. Subject to Customer complying with Article 9 of these Terms, Laprovat warrants that Products, upon delivery, shall be free from defects and shall conform to Laprovat's specifications for such Products.

2. The warranty set forth in this Article 6 is Laprovat's sole and exclusive warranty related to Products. Laprovat disclaims any and all other representations and warranties related in any way to Products, whether express or implied.

Article 7. CLAIMS

1. In case of damaged or missing Products apparent at time of delivery Customer shall notify Laprovat and the carrier of such damages or missing Products within three (3) days following Customer's receipt of Products.

2. For damaged or missing Products not apparent at time of delivery, Customer shall notify Laprovat in writing of such damages or missing Products within fifteen (15) days following Customer's receipt of Products.

3. Customer shall notify Laprovat of any latent defects affecting Products within five (5) days following Customer's discovery of such latent defect, but in no event later than the expiry date of the Product. Customer shall provide Laprovat with documents or other information (including samples, delivery notes, batch numbers and other information mentioned on the packaging) giving evidence of the damaged, missing or defective Products.

4. In case of failure to meet the above conditions, Products shall be deemed conforming, and all Customer's claims of non-conformance are hereby waived.

5. In case of missing Products or if non-conforming Products are delivered, Laprovat's

responsibility shall be limited, at Laprovat's choice, to the replacement of such missing and/or non-conforming Products or refund to Customer of amounts paid for missing or non-conforming Products; Customer shall not be entitled to claim compensation of any other kind or cancellation or modification of the corresponding order.

6. In no event, except as expressly required by law, shall Laprovat or its affiliates be liable to Customer or any third party for special, punitive, incidental, indirect, consequential or exemplary damages or costs (including legal fees and expenses), or loss of goodwill or profit in connection with any claim arising from Laprovat's sale of Products.

7. In no event shall Laprovat's liability to Customer arising out of or relating in any way to Products or these Terms exceed the total amount Laprovat receives from Customer for Products delivered to Customer during the 3-month period immediately preceding the date such liability actually or allegedly arose.

Article 8. RETURN OF PRODUCTS

1. No return of Products shall be accepted without Laprovat's prior written consent. After Laprovat's consent, all Products returned must be unused, packed in original, undamaged packaging, and in saleable condition. Products with expired shelf life shall be neither returned nor exchanged.

2. At Laprovat's direction, Customer shall destroy non-conforming Products in compliance with applicable laws. Customer shall provide Laprovat with the certificate of destruction issued by the company in charge of the destruction of the Products. Customer shall not destroy or otherwise dispose of non-conforming Products without first providing Laprovat a reasonable opportunity to inspect the same.

Article 9. CONDITIONS OF STORAGE AND USE OF THE PRODUCTS

1. Products shall be stored and used only by qualified personnel as directed on applicable Products packaging (including inserts), specifications or as Laprovat may otherwise indicate in writing.

2. Laprovat may, upon reasonable prior notice, inspect or cause to be inspected Products storage conditions maintained by Customer, including without limitation all storage temperature and other inventory records. Customer shall maintain records of storage for a period of not less than 6 months following removal of the Products and provide copies to Laprovat upon request.

3. Laprovat shall not be liable for incidents or claims arising from Customer's or any third party's: (a) non-compliance with Products specifications, conditions of storage or use or requirements of sale; (b) alteration of Products; (c) negligence or illegal actions in storage, promotion, use or sale of the Products.

4. Customer shall inform Laprovat in writing of any adverse event, reaction or any improper use concerning Products within 48 hours following Customer's becoming aware of such occurrence.

5. Customer shall defend, indemnify and hold harmless Laprovat from and against any and all liabilities, claims, demands, lawsuits, fines, attorney fees, and costs arising out of, pertaining to, relating to, or connected with, directly or indirectly, Customer or any third party's use, handling, possession, or administration of the Products or Customer's possession, production or sale of animals receiving the Products.

Article 10. RECALL OF PRODUCTS

Customer shall implement a traceability system for Products Customer sells enabling it to recall a Product from the purchaser if Laprovat or the relevant authorities directs a Products recall.

Article 11. INSURANCE

Customer shall, at its cost and expense, obtain (a) general liability insurance, including coverage for public and product liability, in an amount reasonably adequate to cover its potential liability in relation to Products, and (b) insurance coverage for Products held in Customer's inventory in an amount adequate to cover the purchase price of such Products.

Article 12. FORCE MAJEURE

Laprovat shall under no circumstance be liable for damages arising directly or indirectly from the delay or default in the performance of its obligations under these Terms if such delay or default is due to a force majeure event, which shall be anything beyond the reasonable control of Laprovat, including but not limited to acts of God, strikes, fires, natural disasters, shortage of supply, wars, civil commotions, pandemic, any governmental actions affecting production, registration and/or sale of Products.

Article 13. PERSONAL DATA PROTECTION

Laprovat and Customer undertake to comply with their obligations in accordance with the EU Regulation 2016/679 ("General Data Protection Regulation") as well as any applicable data privacy laws and regulations of a Member State of the European Union or other country or jurisdiction to which Customer is subject. In the context of the processing of contact data, Laprovat and Customer undertake to process data relating to their respective interlocutors in accordance with such regulations, in particular with a view to ensuring the exercise by the persons concerned of their privacy rights. For further information, please refer to <http://www.laprovat.com/wp/privacy-policy>.

Article 14. ETHICS AND COMPLIANCE PRINCIPLES

Customer shall at all times abide by Laprovat's Business Ethics & Principles For Business Partners policy found on <http://www.laprovat.com/wp/ethics-and-compliance>. Customer's failure to comply with such policy may result in cancellation of the pending orders and/or termination of Customer as a Laprovat business partner.

Article 15. APPLICABLE LAW AND JURISDICTION

1. These Terms shall be construed, interpreted and enforced in accordance with the laws of France. The prevailing party in any suit or action shall be awarded its reasonable attorneys' fees and litigation expenses, in addition to all costs allowable by law. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded.

2. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from all other provisions, and the remaining provisions, shall remain in full force and effect, unless the parties would not have concluded a contract without the affected provision.