### **General Sales Conditions**

#### Article 1 - Scope and enforceability of the general sales conditions

These general sales conditions exclusively concern the relations between Earl Ferme de Lacontal and any professional client or commercial company wishing to order products from Ferme de Lacontal. Ferme de Lacontal grows and distills organic aromatic plants on-site. Essential oils and hydrosols are packaged on-site.

# **Article 2 - Product offering**

Product offers are valid as long as they are available, except for special promotions with specified validity periods. Ferme de Lacontal reserves the right to discontinue the commercialization and/or modify the characteristics of its products at any time, without prior notice and without this modification entitling to any damages. As the products are from artisanal agricultural production, slight differences between items (label placement, etc.) cannot constitute grounds for complaint, refusal of goods, or claim for price reduction. Photos are not contractual.

#### **Article 3 - Prices**

Prices indicated to the customer are in euros and excluding taxes.

#### **Article 4 - Order placement**

Any order confirmed by the buyer to Ferme de Lacontal and validated by it constitutes a firm and final sale. Consequently, any request for modification made by the customer is subject to written acceptance by Ferme de Lacontal.

Ordering from the website: After approval by Ferme de Lacontal, the buyer can order under professional conditions on the website www.LACONTAL.FR. Only items listed in the professional price list benefit from the professional rate. Other items, although accessible, remain governed by the regular rate.

#### Article 5 - Delivery conditions & Transfer of risks

For FRANCE and BELGIUM, products are deliverable free of charge if the amount equals or exceeds €300 before tax. In the case of orders below €300 before tax, a flat fee of €15 before tax will be charged to the customer by Ferme de Lacontal. For other destinations, the minimum order is €150 before tax with shipping costs calculated separately according to the destination. It is always possible to place an order and pick it up at Ferme de Lacontal during boutique opening hours or by appointment. The transfer of risks for the products takes place as soon as they are taken over by the customer or by a third party designated by them. In case of damage or shortages, it is the customer's responsibility to make all necessary observations and confirm their reservations. It is also their responsibility to provide all justifications regarding the reality of the observed voids or shortages. Any product that has not been subject to reservations by registered letter with

acknowledgment of receipt within 3 days of its receipt by the carrier, in accordance with Article L 133-3 of the Commercial Code, will be deemed compliant and considered accepted by the customer, who will then be deprived of any recourse against Earl Ferme de Lacontal.

#### **Article 6 - Returns**

Any return of products must be the subject of formal agreement with Earl Ferme de Lacontal. Any product returned without agreement will be held at the disposal of the customer and will not give rise to the issuance of a credit note. The costs and risks of the return are always borne by the customer.

# **Article 7 - Payment conditions**

Payment is made at the time of ordering, before shipment or pickup of the products. A pro forma invoice can be issued at the request of the buyer or the seller. No discounts will be granted for cash payments.

# Article 8 - Reservation of ownership clause

The products are sold expressly subjecting the transfer of ownership to the full payment of the price in principal and accessories. However, it is understood that the mere handing over of a document creating an obligation to pay, such as a check or other, does not constitute a payment within the meaning of the clause. In case of automatic termination of the order due to default or delay in payment, the customer shall be obliged to immediately return, at their expense, the received products.

# **Article 9 - Intellectual property rights**

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# Article 10 - Jurisdiction and applicable law

By express agreement, jurisdiction is granted for all disputes that may arise between the parties in the course of their commercial relations to the courts of Montauban-82.