



ABCD DE L'EXOTIQUE

"Import-export fruits et légumes exotiques "

37, Avenue de Bourgogne /Bat.A3/ CP 60546

94581 RUNGIS Cedex France

Tél : +33(0)1 46 87 21 32 / +33(0)6 86 14 82 60

GENERAL TERMS AND CONDITIONS OF SALE – FRESH FRUIT

ARTICLE 1 – GENERAL PROVISIONS OF SALE

1.1 These General Terms and Conditions of Sale are sent to each customer and/or given to each customer who requests them for professional purposes, in particular to enable them to place orders for fresh fruit and vegetables.

1.2 In the event of the negotiation of an annual agreement, these General Terms and Conditions of Sale constitute the sole basis for commercial negotiations between ABCD DE L'EXOTIQUE (the 'Company') and the customer. Where applicable, the negotiation of the written agreement must be conducted in good faith, in accordance with the provisions of Articles 1104 of the Civil Code and L 441-4, IV of the Commercial Code.

1.3 If the products sold fall within the category of Consumer Goods, in accordance with the provisions of Article L441-4 of the Commercial Code, it is hereby reiterated that the customer has the option of notifying in writing, within one month of receipt of these General Terms and Conditions of Sale, (i) the reasons for refusing them or (ii) their acceptance or, where applicable, (iii) the provisions that they wish to submit for negotiation. In the latter case, Special Terms and Conditions of Sale may be agreed between the Company and the customer.

1.4 Subject to the provisions of 1.3, any order placed by the customer implies full and unreserved acceptance of these General Terms and Conditions of Sale. However, any contrary provision may appear on documents issued by the customer.

1.5 These General Terms and Conditions of Sale may be amended at any time by ABCD subject to thirty (30) days' notice. Any amendment to the GTC must be made in writing and signed by the contracting parties. Any special conditions that supplement or derogate from these GTC must be expressly accepted in advance by ABCD de L'EXOTIQUE.

ARTICLE 2 - PRODUCTS AND ORIGIN

ABCD de L'EXOTIQUE markets green dessert bananas of various origins: Costa Rica, Colombia, Guatemala, Peru, Brazil, Panama, Dominican Republic, Ecuador, etc. From 2026 onwards, countries will no longer be listed individually on invoices but will instead be grouped into the following categories:

- South America, which includes the following countries : Ecuador, Peru, Colombia, Brazil, etc.
- Central America, which includes the following countries : Costa Rica, Guatemala, Nicaragua, Panama, etc.
- Caribbean : Dominican Republic, etc.
- Africa, which includes the following countries : Ivory Coast, Cameroon, Ghana, etc.

2.1 Compliance with storage rules:

In order to guarantee the quality of the Products, the customer undertakes to store the products in a dry place, away from light, sunlight, frost and rain, in a cool place (temperature of 13°C) and without sudden temperature changes so as not to alter the quality of the products. The storage conditions must be strictly adhered to by the customer. Failure to do so will result in ABCD not being held liable for any deterioration of the products.



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2.2 Product withdrawal and recall:

The procedures and terms and conditions for product withdrawal and recall must be decided in advance and by mutual agreement between the Parties. ABCD shall not bear the costs and burden if the products are non-compliant due to storage, reception and/or warehousing conditions attributable to the customer. The same shall apply to a withdrawal/recall procedure decided on the sole initiative of the customer when it is not necessary in view of the legal and regulatory provisions, in particular the articles of the Consumer Code. Furthermore, in this case, ABCD reserves the right to claim compensation for the damage suffered as a result of the implementation of an unjustified withdrawal/recall procedure on the sole initiative of the customer.

2.2 Applicable regulations:

When selling Products to consumers, the customer is responsible for complying with all applicable provisions, particularly with regard to distribution, consumer and competition law. In the event of a breach of any of these obligations, not only shall ABCD not be held liable under any circumstances, but it also reserves the right to claim compensation for the damage suffered and to immediately terminate the commercial relationship.

ARTICLE 3 - ORDER

3.1 Acceptance and Conditions of Orders

The acceptance of any order by ABCD may be subject to the implementation of special payment terms, such as advance payment and/or the provision of appropriate financial guarantees (in particular a bank guarantee). This requirement may apply in particular if the customer does not provide sufficient guarantees of solvency or if payment incidents have previously been noted against them. The customer remains solely responsible for the accuracy and completeness of the information they provide when placing their order. Any order sent by the customer (by email, telephone or WhatsApp) to ABCD's head office will only be deemed accepted if it meets all of the following criteria :

- The customer is in a stable financial situation and has no doubts about their creditworthiness;
- The order complies with the free delivery conditions, i.e. a minimum of one pallet for validation ;
- The Customer is up to date with all their contractual and financial obligations towards ABCD ;
- The volume ordered is consistent with the volumes usually observed for this customer;
- The order fully specifies the following: quantities, delivery date, name of the ordering party, single place of delivery, invoicing and payment;
- The order complies with the prices in force on the date of placement and with the technical specifications of the Product ;

Any order that does not meet these conditions may be refused or not processed by ABCD, without the customer being entitled to claim any compensation, penalty or damages of any kind whatsoever. The order becomes firm and final upon expiry of a period of one (1) to two (2) working days following its receipt by ABCD. During this period, the company reserves the right to inform the Customer of any difficulties that may prevent delivery or collection under the conditions provided for, in particular in the event of product unavailability. In such a case,



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no compensation, penalty or damages may be claimed, nor may any impact on the service rate be invoked. Any modification to the order requested by the Customer will only be taken into consideration subject to prior written acceptance by ABCD. Such a modification will automatically result in a postponement of the delivery times initially agreed.

3.2 Cancellation or modification of orders :

ABCD de l'EXOTIQUE reserves the right to cancel a confirmed order or one that has already begun to be processed if the customer's legal or financial situation changes or proves to be different from what was apparent. No modification or cancellation of an order by the customer can be taken into consideration without the express prior agreement of the company. In the absence of such consent, the amount of the order remains due and payable under the terms and conditions set out. In any event, changes made by the customer can only be accepted if they are notified to the company at least forty-eight (48) working hours before the scheduled delivery date.

ARTICLE 4 – PRICES

4.1 List price

Unless otherwise agreed, the sale prices of the products are those agreed by ABCD and the customer on the day the customer places the order, taking into account the prices offered by ABCD, each of the reciprocal obligations to which they have committed themselves at the end of the commercial negotiation, the state of the market, and the quality and quantity of the products delivered. Prices are quoted in euros and exclude taxes for goods cleared through customs for import into the EU (any duties paid) ex-seller's warehouse or any other agreed location, or carriage paid.

In the specific case of a foreign customer outside the EU, the goods may be offered uncleared in the EU, with the customer being responsible for all customs formalities in force.

4.2 Price changes

The provisions of this paragraph relating to indicators are based on French legal provisions applicable to the market in which the buyer operates, i.e. the Company's customers established in France for Products sold on French territory only. Cross-border sales made by the Company are not affected by this paragraph.

In accordance with the provisions of Article L443-4 of the French Commercial Code, where they exist and only if the circumstances of the sale so require, in addition to the priority criteria listed in 4.1, the indicators to be taken into account for the sale of Products (at the wholesale market stage in France) only if they are considered relevant by the Company, are those developed and published by the interprofessional banana association (AIB), as well as those established by the price and margin observatory <https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:32023R2429>

4.3 Price renegotiation clause

In the event that sales price agreements for the products are agreed and/or contracted between the Company and the customer for a fixed term, ABCD reminds you that, in accordance with the provisions of Article L 441-8 of the French Commercial Code, these prices may be renegotiated to take into account fluctuations in the costs of energy, transport and materials used in the packaging of said products, as well as the \$ to € exchange rate. Price renegotiation shall be conducted in good faith and in accordance with business confidentiality, within a period not exceeding one month from the date of the renegotiation request sent by ABCD to the customer.

4.4 Price reduction



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Pursuant to Article L.443-2 of the Commercial Code, a purchaser, distributor or service provider may not benefit from discounts, rebates or refunds for the purchase of fresh fruit and vegetables.

ARTICLE 5– PAYMENT

5.1 Payment terms

The invoice is issued by ABCD on the day of sale confirmation. The company prefers to send invoices by email. Our invoices are payable in cash without discount. Failing this, and regardless of the cause, the corresponding amounts will automatically bear interest calculated at the legal rate of 03 points.

In addition, the customer shall be solely responsible for all financial, tax, civil and criminal conditions in the event of non-payment more than 30 days after the end of the delivery period, in accordance with the provisions of Article 35 of Order No. 86-1243 of 1 December 1986, amended by Article 5 of Law No. 92-1442 of 31 December 1992.

5.2 Late/non-payment and fixed compensation for recovery costs

In the event of late payment of sums owed by the customer beyond the payment date appearing on the invoice, late payment penalties shall be applied to the total price including VAT appearing on the said invoice and shall be calculated on the basis of the rate applied by the ECB to its most recent refinancing operation on the due date, plus 10 points. Late payment penalties are automatically due from the day after the due date until full payment of the price, without the need for formal notice.

These late payment penalties are calculated on the basis of three times the legal interest rate. Pursuant to Decree No. 2012-1115 of 2 October 2012, any delay in the payment of invoices shall automatically give rise to the payment to ABCD of a fixed compensation of forty euros (€40) per invoice for recovery costs.

Where the collection costs incurred exceed the amount of this fixed compensation, ABCD may request additional compensation upon justification.

This includes, but is not limited to, the customer's payment, upon first request and without limitation, of all costs and expenses incurred by ABCD for lawyers, collection agencies, legal documents and procedures required for the recovery of its debts.

Furthermore, in the event of late payment, ABCD may not only refuse any new orders but also suspend all current orders, require cash payment on order, or even payment of all outstanding invoices; the customer may not dispute an invoice simply to delay or avoid payment.

In the event of a financial situation on the part of the customer that could threaten the recovery of our debt, or in the case of a first order from a new customer, we may request cash payment for the order upon delivery or require guarantees. We may also require cash payment if the customer is subject to collective proceedings and the insolvency administrator has requested the continuation of current contracts. The loss or significant reduction of credit insurance by the customer constitutes a breach leading to the termination of the commercial relationship.

5.4 Compensation

ABCD reminds you that the legal compensation regime provided for in Article 1347 of the Civil Code applies to any reciprocal claims that may exist between the Company and the customer. As such, both claims must be reciprocal, certain, liquid and due, and compensation can only apply if it is invoked. Any undue compensation may result in the application of late payment penalties and compensation in accordance with Article 5.2.

ARTICLE 6 – DELIVERY/COLLECTION

6.1 Delivery Terms

In the case of an ex-works sale, delivery takes place when the goods are collected by the customer after being made available by the company at its warehouses or at any other agreed location. The transfer of risks and



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responsibility for the goods takes place when they are taken over by the carrier, who becomes the guarantor in his capacity as the customer's agent.

- In the case of a carriage paid sale, the goods travel under the responsibility of the company. Delivery takes place when the goods are unloaded at the destination specified by the customer in the order form. The transfer of risks and responsibilities for the goods to the customer takes place at the time of delivery.

In both cases, from the time of delivery, the customer assumes full responsibility for compliance with the laws and regulations relating to fresh fruit and vegetables.

6.2 Delivery times

All deliveries of Products to the customer shall be made to the destination agreed upon at the premises indicated by the customer when placing the order.

The transfer of risks of loss and damage to the Products shall take place upon delivery of the Products to the delivery location. This means, in particular, that the Products are transported at ABCD's risk. Any order delivered late and redelivered within 24 hours shall be accepted by the customer.

6.3 Specific features of ex-works sales

- **Collection of goods** : The customer shall, at its own expense and under its own responsibility, collect and transport the goods ordered from the Company's warehouses or any other agreed location to their final destination.

Collection must be made by the customer within 6 hours of the goods being made available, as notified by ABCD by any means. After this period, storage costs may be invoiced to the customer.

The company cannot be held liable for any impact on the quality of the goods resulting from abnormally long storage decided or imposed by the customer.

- **Checking the packaging and temperature of good** : during collection and unloading, the carrier must check the general condition of the packaging of the goods and, if necessary, make any reservations in accordance with Article 7.1. In the event of a dispute, the lorry may not leave. The carrier must take all necessary measures to ensure that the required transport temperature is maintained during loading and throughout the transport, for which it is responsible. It should also be noted that the determination of the controlled temperature of the lorry and the recording of its history is the responsibility of the customer.

ARTICLE 7 – RESERVATIONS/PENALTIES/COMPENSATION

The customer must ensure that the quantities and qualities of the goods intended for them are carefully checked upon receipt and when they are taken over by the chosen carrier. Any missing items or damage discovered upon delivery must be noted in writing on the transport document and, if possible, on the delivery note. The CMR is mandatory and must be stamped, dated and signed.

7.1 Apparent damage and logistics penalties

In the case of an ex-works sale, if during its checks the carrier discovers apparent damage (to the goods and/or packaging), a temperature error, or an inaccuracy in the number of packages, it must make specific and reasoned reservations in writing on the transport document at the latest at the time of collection of the goods at the place where they are made available.

ABCD reminds the customer that, under Article L442-1, I, 3° of the French Commercial Code, imposing logistical penalties that do not comply with the terms of Article L 441-17 of the same Code constitutes an illegal and/or restrictive practice of competition, engaging the customer's liability and obliging them to compensate for the resulting damage. More specifically, and in accordance with the provisions of Articles L'441-17 and L'441-18 of the Commercial Code, it is prohibited to automatically deduct from the amount of the invoice issued by ABCD any penalties or discounts corresponding to the non-fulfilment of one of its commitments. In the event of (i) non-performance of a contractual commitment of a logistical nature on the part of the Company resulting in a stock shortage (ii) and the signing of a logistics agreement, the customer may charge penalties :



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- proportionate to the damage suffered;
- taking into account a sufficient margin of error with regard to the volumes delivered ;
- up to a maximum of 2% of the value of the products ordered in the product category in which the breach of the contractual commitment was found.

Proof of the breach and of the damage suffered must be provided by the customer by any means. The company has a period of no less than one (1) month from receipt of the documented penalty notice to verify and, if necessary, contest the validity of the complaint. These provisions are applicable when the products are sold on French territory and no penalty may be charged for the non-fulfilment of contractual obligations that occurred more than one year previously.

7.2 Non-apparent damage, penalties other than logistical

In the event of non-apparent damage related to the intrinsic condition of the goods delivered, the customer must send the company specific reservations in writing, accompanied by detailed photos with visible codes and marks, by email to the company's CEO within 12 hours of receipt of the goods by the customer, with the obligation to immobilise the refrigerated lorry on site at the warehouse. In the event that a breach of ABCD's obligations, for which it is solely responsible, gives rise to compensation for the customer, payment may only be made under the following conditions :

- The customer must immediately inform ABCD of the breach, provide proof of the breach and provide ABCD with all the information necessary to enable it to verify the reality of the existing complaint for which it is solely responsible ;
- Where applicable, the customer must quantify and justify precisely the damage caused by this breach, thereby determining the amount of any compensation on the same day ;
- The penalty must have been subject to a contradictory analysis procedure prior to any penalty invoice being sent, allowing sufficient time to analyse the nature of the incident claimed and the reality of the damage suffered.

ARTICLE 8 – COMPLAINTS

8-1 Complaint procedure

To be admissible, a complaint must first consist of reservations made in writing and within the time limits required in accordance with Article 7.2

In addition to the reservations, any complaint justifying the extent of the damage and the total amount of the loss suffered must be sent by email to the company (for the attention of the CEO and the quality manager) within the following time limits:

- For FOT/DDP sales at seaport or warehouse: 24 hours after unloading of the land transport by the customer; after 24 hours following unloading of the refrigerated lorry by the customer, claims become inadmissible,
- For all other forms of sales : within 24 hours of delivery of the fruit to the customer

If the deadline falls on a weekend or public holiday, the claim and report must be received before 5 p.m. (local time) on the following working day.

The complaint must include the following documents :

- Proof of the damage suffered;
- If available, a copy of the quality inspection report carried out by the customer upon receipt of the goods ;
- A copy of any expert report prepared on behalf of the customer by a recognised expert ;
- Copy of the consignment notes, delivery note, temperature readings from the refrigerated lorry and temperature readings from the pulp;
- If sold ex-works, temperature readings from the lorry ;
- Official certificate of destruction, if applicable ;
- Any other document establishing the extent and, where applicable, the causes of the damage observed;
- Photos complying with the following specifications:



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Number of packages claimed	Minimum number of photos required for fruit with defects	Elements to be included in the photos
<50	5	<ul style="list-style-type: none">- Take a general photo showing the extent of the damage.- Take a photo of the open package to give an overview of the problem (brand and batch number or barcode visible)- Take photos showing the different defects per parcel.- Take photos of the parcels showing the following information : the producer's internal code, the brand(s), the importer's code, the freight forwarder's code, the trailer and lorry registration numbers, and the date and time of unloading.
51-100		
101-500		
>501	10	

In the absence of documents proving the loss suffered by the customer, or in the event of late shipment, any claim submitted by the customer cannot be taken into account by ABCD.

NB : Photos taken by warehouse staff or personnel will not be accepted. Please ask a third party authorised to take photos to take representative images of the defects.

If necessary, additional information must be provided along with the report and notification.

If, after investigation, ABCD considers the claim to be justified, it will issue the corresponding credit note to the customer. Otherwise, the complaint may give rise to the following scenarios :

- Request for a second opinion by a third party if the complaint has been correctly filed with ABCD and the supplier considers that an inspection should be organised to examine the fruit considered non-compliant by the customer. The supplier will carry out this inspection within 24 to 48 hours and the customer will be informed as soon as possible, as they are required to keep the refrigerated lorry on site at the warehouse and make it available for inspection.

When the customer considers that the damage exceeds 5%, they are required to organise an expert assessment themselves, at their own expense. After receiving the information, if my supplier considers that they have been wronged, they may organise a counter-assessment. If the refrigerated lorry appears to be at fault, the carrier is also entitled to engage an expert assessment, which concerns ABCD if they are responsible for paying for the transport.

- Rejection of the claim by ABCD : a claim may be rejected by ABCD if, after examining it, the company considers that:

- The fruit complies with the customer's specifications.
- The claim has not been properly documented (e.g. deadlines not met, parcel codes not visible, photos do not show defects, missing documents, etc.).
- All non-compliant fruit cannot be inspected for any reason when an inspection is scheduled;
- The final volume of fruit subject to the complaint represents less than 5% of the total value of the fruit delivered
- The customer has not complied with the agreed collection date and assumes full responsibility for the consequences of this delay.

In the last two cases, the customer must pay the inspection costs. For the avoidance of doubt, ABCD will not bear or pay any costs or expenses related to an external inspector who has not been appointed or approved by it.

ARTICLE 9 – LIABILITY AND WARRANTY

ABCD cannot be held liable for :

- damage resulting from improper storage of the delivered goods and aggravation of damage related to refusal to take any measures and precautions to enable their removal or salvage, the burden of proof being on the customer ;
- for any indirect damage (commercial or otherwise).

ABCD reserves the right to suspend or withdraw goods for technical, legal and/or health reasons; it cannot be held liable for any damage resulting from this right of withdrawal or recall.



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The Company's liability shall, in any event, be limited to the amount of the order plus any additional costs (upon presentation of the corresponding supporting documents), to the exclusion of all damages and interest.

Compliance with the provisions of this contract relating to the contractual warranty presupposes that the customer honours their financial commitments to the company.

ARTICLE 10 – FORCE MAJEURE/UNFORESEEN EVENTS

The parties shall in no event be held liable, as the essential obligations of the contract shall be suspended, in the event of a force majeure event preventing the parties from performing their reciprocal obligations. Events beyond the control of the parties, which they cannot reasonably foresee, avoid or overcome and which prevent the performance of their respective obligations, shall be considered as force majeure. This shall include, but is not limited to, cases of war, natural disaster, embargo, epizootic disease, epidemic, pandemics, measures taken by the competent authorities, in France or abroad, intended to limit the spread of an epidemic or pandemic in the context of a declaration of a state of health emergency or outside of any declaration of a state of health emergency, disruption of the supply of raw materials and any event likely to hinder the smooth running of the business, such as strikes, lockouts, total or partial unemployment, any decision by the government or food safety agencies, any regulatory or legal provision prohibiting the marketing of products, any interruption in the supply of energy, any accident or fire, any other interruption or delay in transport, any event making it totally impossible for ABCD to be supplied or to deliver to its customers. In such cases, please notify us in writing of the different origins of products that you are likely to accept (see Article 2 for the classification of different origins).

ARTICLE 11 – FINAL PROVISIONS

Any agreement that derogates from or supplements these general terms and conditions of sale must be in writing.

Applicable from 1 January 2026

On

Name and position of signatory.....

Customer's signature and stamp