

GENERAL TERMS AND CONDITIONS OF SALE

1. Subject

These General Terms and Conditions of Sale state all rights and obligations of the company PANIBOIS SAS and its customers as far as the following items are concerned for sale:

Pani-Moules, Octorons, Pani-Tartes, Pani-Tourtes, Pani-Pousses, Baskets, Pani-Sets, Pani-Bagues, crates, trays, cardboard lids, wooden cutlery, Palines, Planchas, boxes, raphia, bespoke items, all of them with our without personalization and every other item contained in the PANIBOIS catalogue.

No terms and conditions other than those contained herein shall be binding upon PANIBOIS SAS unless accepted by it in writing: all terms and conditions contained in any prior oral or written communication including without limitation customers orders, customer's general terms of purchase or any other commercial intermediaries, whether or not they would alter these terms and conditions are hereby rejected. Therefore, all service or good supplied by PANIBOIS involves the acceptance without any reservation of these general terms and conditions of sale.

Most products are signed with product information that can include, among others: PANIBOIS brand name and details, product name, food-contact logo and tracking number.

2. Order

An order issued either from the Customer or from a distributor shall only be binding on PANIBOIS SAS after the written acceptance by PANIBOIS SAS and shall constitute the commitment for PANIBOIS to deliver the goods in accordance with prices and general conditions of sale. The confirmation of order is sent by PANIBOIS SAS to the customer.

An order by the customer is the firm and irrevocable commitment to accept the delivery or collection of the products as well as to pay the price set forth in accordance with the General terms and conditions of sale.

3. Price

The goods are sold by multiples of minimum quantities that can be delivered. PANIBOIS prices are given on an "Ex-Works PANIBOIS SAS facilities" basis.

As a consequence, any transportation and insurance associated costs remain at the customer's charge.

Prices are valid on date of order. They are indicated and payable in EURO only.

The amount of any sales tax, value added tax, goods and services tax, import duties or tariffs, if any, applicable to the Products and/or associated service shall be added to the applicable price and shall be paid by the customer.

PANIBOIS SAS reserves the right to modify its catalogue, website content, general terms and conditions of sale and price lists at any time and without prior notice. Though, the order is binding upon the price list and general terms and conditions of sale valid on date of settlement.

4. Discount

The indicated prices include all discount granted by PANIBOIS SAS, taking into account the results or service charged to the customer.

5. Discount for pre-payment

No discount for pre-payment or cash payment will be granted.

6. Terms of payment

Orders will be launched and delays will account only upon payment by SWIFT transfer or debit card and after the amount has been credited in our accounts, unless agreed otherwise in writing.

7. Consequences of payment default

In case of late payment, PANIBOIS SAS reserves the right, in addition to all other remedies available, at its sole discretion and without prior notice:

- To suspend deliveries and to refuse to honour any and all new orders until complete payment by the customer of all its overdue accounts,
- To charge without prior notice a penalty fee 3 times the legal interest rate of overdue invoices. Legal interest to be applied is the one of the delivery date. This penalty is calculated on the basis of the remaining amount to be paid from due date.
- To charge a fixed fee of 40€ on top, in order to cover for collection fees. If collection costs are above 40€, PANIBOIS SAS can ask for an additional fee in order to cover its costs.

8. Resolution clause

If 15 days after the clause 7 (consequences of payment default) has been triggered, the purchaser has not paid the remaining due sums, the sales is cancelled in full right and can open right to PANIBOIS SAS for damages claims.

9. Property clause

The goods shall remain legally owned by PANIBOIS and the legal ownership to the goods shall not pass to the Buyer until the price for the goods has been settled in full and successfully received by PANIBOIS. Nevertheless all the risk relevant to the goods will be transferred to the customer of the forwarder, as soon as they are physically remitted for transport to be returned to PANIBOIS.

In case of resale of the products, the customer shall include in its agreement with its buyer, the same conditions as provided in this chapter.

Thus, should the customer cease its business, become insolvent, be placed or place itself in liquidation, have a liquidator appointed for all or part of its assets, settle with its creditors or infringe any of the accepted provisions hereto, the customer hereby irrevocably authorises PANIBOIS to enter into the customer's premises with the aim or repossessing all products that might be in its possession, insofar as said products have not been paid for.

10. Delivery - collection

Delivery is made :

- By remitting the goods directly to the customer or the forwarder appointed by the customer
- By sending a notice of collection to the attention of the customer
- By carrying the goods to the place indicated on the customer's order and confirmation of order.

In case of a delivery address different from the invoicing address, the customer shall clearly indicate both different addresses on the order placed including all special instructions for delivery. In case of wrong or incomplete information having involved impossible delivery by the forwarder, a second delivery will be made only if the customer pays for additional relevant cost of transport for second delivery.

All mentioned dates of delivery or collection are indicative and are not warrantied.

As a result, any reasonable delay in delivery or collection will not be subject to any penalty or indemnity or cancellation of order. The risk of transportation is totally covered by the customer.

Title and risk of loss shall pass to the customer upon delivery to the carrier. Unless otherwise directed and agreed upon with customer in writing, the Products will be shipped uninsured. Dates of shipment are estimates only and

PANIBOIS shall not be liable for any loss or damage by reason of any delay in delivery or for failure to give notice of delay in delivery. The customer shall be responsible for all transportation charges, transit insurance (if applicable), and handling charges, if any.

In case of missing or damaged goods, loss or any other damage occurred to the goods, the customer shall indicate all necessary reservations on delivery note or any formal document to be signed for transport in order to commit the forwarder's responsibility. In case of acceptance without reservation or incomplete reservation by the customer concerning damaged or missing goods, the customer prevents PANIBOIS from any responsibility of failure.

In case of missing or damaged goods, the customer will have to specifically advise PANIBOIS SAS, by written notice within five days after delivery, by registered letter. A picture of the damaged goods and packaging must be included in the letter. Otherwise, no pursue shall be made against PANIBOIS.

Any claim about goods quality shall mention the tracking number and include a picture showing the defect.

In case the customer does not accept the delivery, as well as in case of the customer's deficiency, and whatever the cause, all initial and extra fees for transport will be invoiced to the customer.

Any claim has to be placed no later than 6 months after the expedition or notice of collection to be taken into account by PANIBOIS. After this date, the products are considered accepted by the buyer without any limitation.

Any good returned to PANIBOIS must be subject to PANIBOIS prior agreement.

11. Conditions of use / heating and re-heating

Remove any blister or plastic film covering the wooden moulds if any. Lay the mould in the centre of the oven. Never lay the mould just under the grill. Keep the mould away from any electric resistance and/or flame.

When the grill is on, keep your eyes during all cooking time. Take a special care that the wooden moulds are not in contact with the sidewalls or bottom of the oven.

When the smell changes (as a normal consequence), open the oven, look at the general aspect and adapt the temperature.

NEVER COOK OVER 240°C (i.e. 464°F)

Food in wooden moulds can be re-heated under normal conditions of use for microwave oven.

12. Force majeure

PANIBOIS SAS will not be liable for any failure to fulfil an obligation under the agreement with the customer if it is prevented in whole or in part from carrying out such obligations as a result of a cause beyond its reasonable control including, but not limited to, any strike, lightning, storm, flood, fire, earthquake or explosion, act of public enemy, war, blockade, revolution, riot, insurrection, civil commotion, any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or any person, government or other competent authority, or embargo, unavailability of essential item, or other material lack of transportation, each being an event of Force Majeure. When PANIBOIS is prevented from carrying out its obligations as a result of an event of Force Majeure, PANIBOIS will promptly notify the customer accordingly.

13. Order modification

The customer may modify his order by written notice. Only a written confirmation sent by PANIBOIS will mean that the modification has been agreed. Otherwise the customer will be promptly advised of the unfeasibility of its modification request. The initial order would therefore remain binding for the customer.

14. Personalization

A logo adaptation fee is charged to the customer. Each time a new logo is used, adaptation fees will be invoiced, to make it available for all products. A proof will be sent to the customer for validation. In case of required modifications, a maximum of 3 proofs will be presented to the customer. Any further required proof will be subject to additional costs. Any modification of the logo or new personalization will be subject to a new charge.

A personalization fee will then be added to each personalized product. Wood being a living element, the total number of personalized end products cannot be exactly predicted during production. PANIBOIS will then try to produce a quantity as close as possible to the order. PANIBOIS will either complete the missing personalized products with not personalized ones, or add the few additional products produced to the box. PANIBOIS can then adjust the order upon simple customer request, or when the adjustments account for more than 0.5% of the total order value.

The personalization of a product is non-reversible and turns any standard product into a customer-specific one.

15. Dedicated stock

Recurring customers can ask PANIBOIS to permanently hold stocks of dedicated products (specific or personalized), in order to speed-up delivery lead times. PANIBOIS can choose to do it or not, without justification. If accepted, the customer is committed by this request to purchase the entire dedicated stocks, within 6 months following the production date, according to the actual conditions.

16. Order cancellation

Any cancellation, modification or postponement of customer's order is subject to PANIBOIS approval. PANIBOIS will not accept any cancellation of orders related to non-standard products except otherwise agreed.

The following conditions shall apply on any cancellation: The price of any item manufactured for the customer especially will have to be paid and any cancellation will be rejected whatever the cause of it. This chapter is applied to bespoke items, personalized items or any out of catalogue item.

In case of order of standard products, of reasonable quantities to be manufactured, PANIBOIS SAS accepts cancellation of the order until property transfer, provided that an indemnity for cancellation amounting to 20 percent of the order (apart from transport cost) will be charged to the customer.

Should the delivery be made already, or being made by PANIBOIS SAS, cost of transport and return cost of transport will be fully paid by the customer.

17. Governing law and jurisdiction

Those general terms and conditions of sale are exclusively governed by the laws of France. The UN Convention of the International Sale of Goods shall not apply. The parties agree that the Trade Court located in Orléans, France shall have exclusive venue for any dispute concerning the enforceability, interpretation, termination or any matter concerning this General Terms and conditions.

Should one of the listed stipulations of these general terms and conditions of sales be recognized invalid, illegal, null or non applicable, whatever the cause, it will not affect the validity and effectiveness of all remaining stipulations of these general terms and conditions of sale.