

1. – Scope of the general terms and conditions of use	1
2. - Orders	2
3. - Deliveries	2
4. – Pricing and special terms and conditions of sale	3
5. – Prices and invoicing	5
6. – Payment terms applicable to the purchaser	5
7. - Payment terms applicable to the seller	6
8. – Retention of title	7
9. – Liability and guarantee	7
10. – Claims	8
11 – Commercial disputes	9
12. – Product withdrawal/recall initiated at the seller's request	9
13. - Return of products initiated at the purchaser's request	9
14. – Professional liability insurance	10
15. - Confidentiality	10
16. – Intellectual property rights	10
17. – Adherence to ethical standards	10
18. – Protection of personal data	11
19. – Proof of communications between the seller and purchaser	11
20. – Change in economic circumstances	11
21. – Force majeure	11
22. – Electronic signature	12
23. – Applicable law – settlement of disputes	12

1. – SCOPE OF THE GENERAL TERMS AND CONDITIONS OF USE

- 1.1. This document, together with the schedule of unit prices (tariff) and any price reductions proposed by the Seller in this context, constitute the General Terms and Conditions of Sale of SEMENCES DE FRANCE (hereinafter referred to as the "Seller").
- 1.2. The General Terms and Conditions of Sale apply to all products manufactured and/or marketed by the Seller from the date mentioned above.
- 1.3. The General Terms and Conditions of Sale are communicated by the Seller to any Purchaser who requests their communication for a professional activity.
- 1.4. In accordance with Article L. 441-1-III of the French Commercial Code, the General Terms and Conditions of Sale are the sole basis for commercial negotiation, the Purchaser being entitled to communicate its situation with a view to negotiating special terms and conditions of sale (STC) prior to the order.
- 1.5. Any order by a Purchaser entails acceptance without reservation of these General Terms and Conditions of Sale, which take precedence over any other document or clause, except in the event of a written exemption from the Seller. Failing this, any reservation by the Purchaser concerning these General Terms and Conditions of Sale shall be deemed not to have been written.

As such, any general terms and conditions of purchase presented by the Purchaser at any time shall not be enforceable against the Seller, unless duly accepted by the Seller.

- 1.6. The fact that the Seller does not, at any given time, avail itself of any one of the clauses of these General Terms and Conditions of Sale cannot be considered to constitute a waiver of its ability to subsequently avail itself of these same clauses.

2. - ORDERS

- 2.1. Orders must be sent to the Seller by email to the address given by the Seller, or by EDI.
- 2.2. Any order from the Purchaser must specify, as a minimum, the product according to the Seller's references, the quantities, the deadlines, the place and conditions of delivery desired by the Purchaser.
- 2.3. Any order received by the Seller is final except in the event that the Seller informs the Purchaser, as soon as possible depending on the production prospects and by any means of its choice, that it will not be able to fulfil the Purchaser's order under the conditions mentioned therein.

In this case, only the response to the Seller's order shall be valid in the event of a dispute.

- 2.4. Any order, even if confirmed, is subject to the availability of the products on the delivery date mentioned by the Purchaser.

In this respect, the Seller undertakes to:

- Inform the Purchaser of any delay in delivering the products, as soon as the Seller becomes aware of this
 - Offer the Purchaser, as soon as possible and subject to the availability of substitutable products in the Seller's inventory, the delivery of substitutable products, under conditions – in particular prices – specified by the Seller to the Purchaser prior to any formal confirmation by the Purchaser, in order to benefit from the delivery of such substitutable products under the conditions agreed with the Seller for this purpose
- 2.5. The order will only be binding on the Seller against good references (for example, and without limitation: bank rating, credit status, debt status, unpaid amounts, etc.), failing which the Seller reserves the right to cancel the sale, to demand payment before shipment, or to receive any guarantee deemed essential.

To this end, the Seller reserves the right to demand bank guarantees from the Purchaser before confirming the Purchaser's order.

- 2.6. Orders may only be met by the Seller in compliance with the product-specific regulations applicable to the Purchaser. In this respect, the Purchaser acknowledges that the sale of the Seller's products is reserved, where applicable, exclusively for purchasers attesting to their quality and their certification, possession of which is the sole responsibility of the Purchaser.
- 2.7. Any changes to orders requested by the Purchaser may only be taken into account if:
 - The Purchaser notifies the Seller of these in writing
 - They are duly accepted by the Seller, at the Seller's sole discretion
- 2.8. If the Purchaser cancels an order for products already in production or already produced, the Seller reserves the right to claim, by way of damages, the value of the products in production or already produced at the Purchaser's request.
- 2.9. Where applicable, the schedule of unit prices (tariff) specifies the minimum order.
- 2.10. Unless otherwise agreed in a written contract between the Purchaser and Seller, the price terms and the conditions set forth in an order shall only apply to that particular order.

The Seller may therefore, at the time of subsequent orders from the Purchaser:

- Increase the price of products
 - Change the transport conditions, payment terms, or the required quantity per shipment
- 2.11. Should the Purchaser request an increase in the order initially placed, the Seller shall endeavour to fulfil the Purchaser's order.

However, no penalty or indemnity can be charged to the Seller in such circumstances if it is impossible for the latter to provide the additional quantity so requested, or if this supply leads it to exceed the delivery times initially agreed.
 - 2.12. The Seller reserves the right to refuse any order:
 - That does not comply with the terms and conditions defined with the Purchaser;
 - Is from a Purchaser with which a dispute exists;
 - In the event of a breach by the Purchaser of any of its obligations; or
 - That significantly exceeds the quantities usually ordered

3. - DELIVERIES

- 3.1. Given the nature of the products marketed by the Seller, which are dependent on the availability or shortage of raw materials and/or packaging, transport or delivery problems, and also on the production conditions in the case of the production of live products, the availability of the products on the delivery date confirmed to the Purchaser may be significantly affected.

Where applicable, the Seller will inform the Purchaser by any means of the unavailability or shortage of the products ordered by the Purchaser, and reserves the right to split, allocate quotas, or not deliver all or part of the order concerned.

However, orders will be met as soon as possible according to product availability.

- 3.2. As a result of the above, no delay can give rise to penalties, compensation or deductions, refusal of delivery or cancellation of the order applied unilaterally by the Purchaser.

However, in the event that non-compliance with delivery times is recurrent and is solely attributable to the Seller, the Seller undertakes to participate in good faith in any discussion requested by the Purchaser for the purposes of assessing the arrangements for assuming any direct loss actually incurred by the Purchaser, the burden of proof of this loss being borne by the Purchaser.

- 3.3** In all cases, the Seller is released from any obligation to make the products ordered available in the event of the occurrence of a case of force majeure as specified in the General Terms and Conditions of Sale preventing either the production, shipment or introduction into France of the Seller's products.

If, due to the force majeure case, delivery is delayed for more than one month, the Purchaser shall be entitled to withdraw from the sales agreement in respect of the portion of the products affected by this delay.

- 3.4** Should Incoterm not be mentioned in the tariff presented by the Seller to the Purchaser or in any written document provided to the Purchaser:
- When it is agreed that the Seller arranges delivery of the products to the recipient mentioned by the Purchaser, the products are considered to be sold "DDP" (Incoterm 2020)
 - When it is agreed that Purchaser organises the loading of the products at the location mentioned by the Seller, the products are considered to be sold "EXW" (Incoterm 2020)

- 3.5** The products are always considered approved on departure, with the Purchaser having the option of being present or represented at the loading.

The Seller's shipping documents shall be binding unless the Purchaser proves otherwise.

- 3.6** At the time of delivery, the Purchaser is responsible for:
- Checking that the products delivered comply with the order (condition; quantity; weight; packaging; outer packaging; etc.)
In all cases, products for which an apparent defect is detected during this inspection must not be marketed or used by the Purchaser and/or by third parties
 - In the event of damage or missing products: making all reservations to the carrier and complete all formalities and procedures that are necessary within three days of receipt in accordance with the provisions of Article L 133-3 of the French Commercial Code, in its name and on its behalf, while sending a copy to the Seller

- 3.7** Except in the event of non-conformity of the Product and/or its defects, should delivery be refused or not taken within a reasonable period of time with regard to the date of availability, the Seller shall have the option, at its option, of:
- Sending the Purchaser formal notice to take delivery of the products within a time limit set by notification sent by the Seller
 - Invoicing the Purchaser for the value of the order for the products concerned
 - After formal notice by registered letter, storing the products in a place chosen by the Seller and at the Purchaser's expense, the price mentioned on the invoice and the cost of storage thus becoming immediately due despite any contrary conditions, the Seller retaining all rights to damages
 - Cancelling the sale, without any legal or extra-judicial formalities

- 3.8** Timely delivery of the products can only take place if the Purchaser is up to date with its obligations to the Seller, regardless of the cause.

- 3.9** The Purchaser, when it organises and pays for the transportation of the products, acknowledges its obligation to pay, at the Seller's first request, any sum claimed from the Seller for the transportation of the products invoiced by the Seller to the Purchaser, in particular the sums that would be due in application of the provisions of Article L.132-8 of the French Commercial Code.

4. – PRICING AND SPECIAL TERMS AND CONDITIONS OF SALE

- 4.1.** The discounts and price reductions that may be applied by the Seller in compliance with the regulations are those which may accompany, where applicable, the current schedule of unit prices communicated at the same time as these General Terms and Conditions of Sale to any Purchaser requesting communication of them for a professional activity, independent of additional price reductions negotiated where applicable within the framework of special terms and conditions of sale (STS).
- 4.2.** The schedule of unit prices (tariff) for the products – or, failing this, due to the nature of the products, the price defined between the Seller and the Purchaser prior to each order –, the price reductions mentioned in the General Terms and Conditions of Sale and the Special Terms and Conditions of Sale constitute an indivisible whole with this document.
- 4.3.** The tariff is that in force on the date of the Seller's implicit acceptance or written confirmation of the Purchaser's order, as specified in Article 2.3 of the General Terms and Conditions of Sale, or, failing this, on the day the Purchaser places the order.
- 4.4.** Except in the case where the nature of the products precludes the establishment of a tariff, in which case the price is defined between the Seller and the Purchaser prior to each order, the tariff changes will be communicated to the Purchaser and applicable with one month's notice.

However, in the event of a substantial change in the general economic conditions due to technological developments, changes in labour, transport, energy, packaging costs, an increase in public charges, or any other changes decided by the legislature, the Seller reserves the right to make a change to its tariff without delay, even during the campaign, subject to providing objective proof of such a change in the general economic conditions.

- 4.5.** In the case where the Purchaser is a distributor and the negotiations between the Seller and the Purchaser have led to the conclusion of an agreement on the basis of Article L.441-3 of the French Commercial Code (the "Agreement"):

Semences de France – 62, rue Léon Beauchamp - BP 18 - 59932 La Chapelle d'Armentières (siège administratif)

Siège social : 83, avenue de la Grande Armée - 75782 Paris Cedex 16

Tél. : +33 (0)3 20 48 41 41 – www.semencesdefrance.com

SA au capital de 909 280 Euros – 775 690 209 RCS PARIS

- The Purchaser can only refuse any price increases presented by the Seller during the campaign if the general economy of the Agreement concluded for the period mentioned in the Agreement is not jeopardised and the Purchaser can continue to be competitive
- The Purchaser's acceptance of delivery of the products referred to in the order constitutes the Purchaser's full acceptance of the tariff in effect communicated to the Purchaser and applicable on the date the Purchaser placed the order
- Any tariff changes made during the campaign and accepted by the Purchaser will be noted in an amendment to the Agreement, drawn up according to commercial practices (mail, email, etc.). These new tariffs will automatically replace the previous tariffs
- Seller and the Purchaser acknowledge that, in accordance with the provisions of Article L. 441–8 of the French Commercial Code, the Agreement refers to these General Terms and Conditions of Sale and the provisions of this Article 4.5
In the event of fluctuations in the prices of agricultural and food raw materials, agricultural and food products, energy, transport and materials making up the packaging, which significantly affect, either up or down, the production price of the products during the term of performance of the Agreement, the Purchaser acknowledges that the Seller and the Purchaser will come together with a view to renegotiating the agreed price, according to the procedures set out below, within one (1) month of notification of this event, either by the Seller or by the Purchaser
The conditions for triggering the renegotiation are specified in the Appendix
For the implementation of this renegotiation, the party that considers itself to be aggrieved must notify the other party of its wish to renegotiate the agreed price of the product(s) concerned, by sending a registered letter with acknowledgement of receipt, enclosing, in support of its request, the supporting information likely to establish the reality of the situation it invokes
Within ten (10) days of receipt of this letter, the other Party will contact the applicant in order to promptly arrange a meeting and a negotiation schedule. The Parties undertake to renegotiate the agreed price, in good faith and observing professional secrecy, with a view to an equitable distribution between the Parties of the increase or decrease in production costs resulting from the fluctuations
A report on the renegotiation shall be drawn up in accordance with the terms and conditions set out in Article D.441-7 of the French Commercial Code. During the entire period of the renegotiation, each Party is still required to fulfil its obligations. If the Parties reach an agreement, the Agreement shall continue under the same terms, except for the price initially agreed, which will be replaced by the new price agreed by the Parties
If no agreement is reached on a new price, the Parties may agree to a partial termination of the Agreement ipso jure, solely for the products affected by the failure of the renegotiation. This partial termination will occur under the conditions negotiated between the Parties
- Should the Purchaser place an order after the expiry date of the Agreement, the applicable commercial terms – including the applicable tariff and price reductions where applicable – will be those in force on the date of publication of the applicable tariff and price reductions, if any, presented by the Seller as part of the negotiations for the agreement entering into force on the expiry date of the initial Agreement

4.6. The Seller's tariff may contain prices taking into account the logistics unit for product orders.

If the Purchaser wishes to order the products for a logistics unit not included in the Seller's tariff, the Purchaser is invited to contact the Seller so that the latter can inform it of:

- Its ability to deliver to the Purchaser the products it has ordered for a logistics unit not included in the Seller's tariff, according to the conditions requested by the Purchaser, in particular with regard to delivery times
- The price of the service associated with the delivery method requested by the Purchaser, not included in the Seller's tariff, this price giving rise to an invoice for the specific service provision

In any case, the Seller remains free to give a favourable response to the Purchaser's request, upon each request from the Purchaser, without having to justify its decision or even to state the reasons for its decision with the Purchaser.

In this respect, the fact that the Seller has agreed to deliver the products for a logistics unit not included in the Seller's tariff on a given date, creates no obligation for the Seller, in the event of a new request from the Purchaser, to:

- Provide a favourable response to the Purchaser
- Offer, for the same level of order, a price for the service identical to that proposed for a previous request

4.7. The Seller's price, provided that it includes the cost of transport to the destination mentioned in the price list, applies to deliveries under normal conditions for the period in question.

In the event that the Purchaser wishes to receive delivery during a period of unusual weather conditions for the period in question, resulting in additional costs for the Seller due to the use of specific transport equipment, the Purchaser is invited to contact the Seller so that the latter can inform it of:

- Its ability to deliver the products ordered to the Purchaser;
- The price of the service associated with the use of specific transport equipment, which is not included in the Seller's price list, this price giving rise to invoicing for a specific service.

In all cases, the Seller remains free to respond favourably to the Purchaser's request, each time the latter makes a request, without having to justify its decision or even state the reasons for its decision to the Buyer.

As such, the fact that the Seller has agreed to deliver the products using specific transport equipment does not imply any obligation on the part of the Seller, in the event of a new request from the Buyer:

- To grant the Purchaser's request;
- For the same order level, to offer a service price identical to that offered in a previous request.

- 4.8. In application of Articles L.631-24, L.631-24-1 or L.631-24-3 of the French Rural and Maritime Fisheries Code, and Article L. 443-4 of the French Commercial Code, the Seller informs the Purchaser of the indicators and the conditions under which these have been taken into account when determining its tariff – or, failing this, the legitimate reasons why the Seller indicates that it is not concerned (see Appendix) -, these elements being intended to be taken into account in the price agreed with the Purchaser as defined in Article L.441-3 of the French Commercial Code.

5. – PRICES AND INVOICING

- 5.1. Prices are as of the day of implicit acceptance or written confirmation of the Purchaser's order by the Seller, as specified in Article 2.3 of the General Terms and Conditions of Sale, or, failing this, on the day the Purchaser places the order.
- 5.2. Unless stated otherwise, prices are for deliveries in standard packaging, to the exclusion of any special packaging requested by the Purchaser which may be subject to additional invoicing.
- 5.3. The discounts and price reductions that may be applied by the Seller in compliance with the regulations are those specified in the schedule of prices in force, communicated at the same time as these General Terms and Conditions of Sale to any Purchaser requesting them, independent of additional price reductions negotiated within the framework of special terms and conditions of sale, where applicable.
- 5.4. Invoices will be prepared based on the Seller's shipping documents as drawn up at the time of loading, unless otherwise agreed at the time the order confirmation is sent.
- 5.5. All taxes, levies, duties, contributions or other benefits to be paid in application of the regulations in force shall be borne by the Purchaser.
- 5.6. The VAT rate applicable is the rate in effect on the date the products are delivered.

6. – PAYMENT TERMS APPLICABLE TO THE PURCHASER

- 6.1. The terms of payment for the products, and in particular the payment terms for invoices issued by the Seller, are those set out in the current schedule of unit prices communicated at the same time as these General Terms and Conditions of Sale and which shall consequently be communicated to any purchaser who so requests.
- 6.2. In the absence of any clarification in the schedule of unit prices (tariff) - or in the absence of the establishment of a tariff due to the nature of the products, when the price is defined between the Seller and the Purchaser prior to each order – and subject to special negotiations with the Purchaser, invoices are payable within 30 days of the date the invoice was issued.
- 6.3. No discount will be granted for early payment.
- 6.4. Any dispute regarding an invoice must comply with the following conditions:
- It must be submitted within thirty (30) days of receipt of the invoice;
 - It must be detailed and based on documented evidence.

Failing this, the Purchaser shall be deemed to have accepted the invoice, and no subsequent claims shall be accepted.

- 6.5. All amounts due to the Seller must be paid in full and exclusively by means of a truncated bill of exchange or transfer on the due date, and the Purchaser may not benefit from any set-off against the receivables owed by the Seller to the Purchaser, with the exception of receivables benefiting from legal set-off.

In this regard, the Purchaser will refrain from automatically deducting any penalty, indemnity or compensation of any kind from the amount of any of the invoices drawn up by the Seller, without having previously enabled the latter to check the validity of the Purchaser's issue of the corresponding penalty debit note, even though the principle of the penalty, indemnity or compensation had been accepted by the Seller prior to the sale or was required by virtue of legal compensation.

- 6.6. In the event of late payment, the Seller can:
- Suspend all open orders without prejudice to any other course of action
 - Refuse to honour any new order placed by the Purchaser and cease to deliver the products to it, without the Purchaser being able to argue an unjustified refusal to sell or to claim any compensation
- 6.7. Any amount not paid by the due date appearing on the invoice shall result in the application of penalties equal to three times the legal interest rate in force on the date the late payment occurred.

These penalties shall be payable on the day following the payment date indicated on the invoice, upon simple request of the Seller, without a reminder being required.

The amount of late payment interest will, possibly, be automatically charged to any discounts, rebates or rebates owed by the Seller.

- 6.8. In the case of payment by bill of exchange, this payment will not constitute a derogation from the place of payment, which remains the place of the Seller's registered office.
- 6.9. In the case of payment by bill of exchange, failure to return the bill of exchange accepted by the Purchaser within 48 hours of receipt shall be considered as a refusal of acceptance comparable to failure to pay.

- 6.10.** Failure to pay an invoice by its due date will automatically result in all receivables becoming immediately payable in full, and the Seller will therefore be entitled to suspend or cancel its deliveries without prejudice to damages in its favour.
- 6.11.** Any proven change in the Purchaser's situation likely to have an effect on its solvency will give the Seller the option of requiring guarantees and suspending any delivery.
- 6.12.** The need to take steps to collect payment for overdue invoices will result in payment by the Purchaser of a fixed compensation of a minimum amount of 40 euros for debt recovery costs.
- 6.1.3.** The above provisions do not affect the Seller's right to obtain, in addition, the payment of any damages for the prejudice suffered by the Seller.
- 6.14.** The Purchaser undertakes to take all necessary measures to enable the Parties to comply with their legal obligations arising from the entry into force of the electronic invoicing obligation on the date on which they are required to comply with this obligation, each insofar as it concerns them.

7. - PAYMENT TERMS APPLICABLE TO THE SELLER

- 7.1.** The settlement of any rebates will be subject to the payment of invoices for products at due date.
- 7.2.** The payment for any services proposed by the Purchaser and subscribed to by the Seller will be subject to:
- The conclusion of a written contract describing the services offered by the Purchaser and the associated deliverables that the Purchaser undertakes to deliver to the Seller after completion of the services concerned prior to their invoicing, in compliance with the regulations
 - The delivery of the agreed deliverables as set out in the written contract mentioned above
 - Validation in good faith and within a reasonable time by the Seller of the deliverables provided by the Purchaser
- 7.3.** In all cases:
- Invoices for services may only be paid if the corresponding invoice, validated in accordance with the above provision, is sent to the Seller within 12 months of the performance of the service in question
 - Notwithstanding the terms of the written contract specifying the services offered by the Purchaser and subscribed to by the Seller, the Purchaser shall be liable for any damage arising from the performance of the services and/or the content of the deliverables delivered to the Seller
- 7.4.** In the absence of the Purchaser's delivery of the agreed deliverables attesting to the performance of each of the agreed services, for any reason whatsoever, and their validation by the Seller, the service(s) concerned cannot be considered as completed and the remuneration already paid by the Seller for said service(s) as an advance payment must be returned by the Purchaser to the Seller as soon as possible and automatically, without a request for reimbursement being sent to it by the Seller.
- 7.5.** In the event that the Purchaser becomes aware, for any reason whatsoever, that it will be unable to perform all or part of the agreed services, it undertakes to inform the Seller of this as soon as possible. Failing this, it acknowledges that it may be held liable to the Seller and that it shall be liable for any loss suffered by the Seller as a result of this failure to provide information and to provide the agreed services.
- 7.6.** The Purchaser's invoices for services can only be paid if they include:
- Indication of the campaign concerned
 - The reference period used to calculate the remuneration for the services (advance payment, invoice during the campaign, etc.)
 - One invoicing line with the designation of the service for each service provided
- 7.7.** In the case where:
- the Purchaser is a distributor;
 - the negotiations between the Seller and the Purchaser have led to the conclusion of an agreement on the basis of Article L.441-3 of the French Commercial Code (the "Agreement");
 - the Seller has accepted, in the context of the negotiations for the Agreement, the principle of a penalty in the event of non-performance of the sale of the products under the conditions agreed with the Purchaser;
- the Purchaser undertakes that the debit notes issued in this respect shall comply with the requirements set out in Article L.441-17 of the French Commercial Code, which shall be imposed on the Purchaser independently of any clause to the contrary contained in the Agreement presented by the Purchaser to the Seller in application of Article L. 441-3 of the French Commercial Code.

In this respect:

- Penalties cannot exceed an amount corresponding to a percentage of the purchase price of the products concerned
- Proof of the Seller's breach by the Purchaser in the context of a procedure involving both parties must be preceded by the sending of the documents necessary to the Seller to analyse the damage and accept or refuse penalties
- The penalties issued must be proportional to the damage suffered
- The Seller must benefit from a sufficient margin of error taking into account the volumes delivered

In all cases, and in accordance with Article L.441-17 of the French Commercial Code:

- No automatic deduction from the Seller's invoice may be imposed unilaterally by the Purchaser due to a delay in delivery or non-conforming products, without the Seller being able to check the accuracy of the complaint and giving its agreement

- The Purchaser shall refrain from automatically deducting from the amount of the invoices drawn up by the Seller the penalties or discounts corresponding to the non-compliance with a contractual commitment.

8. – RETENTION OF TITLE

- 8.1.** The Seller's products are sold with retention of title in application of Articles 2367 to 2372 of the French Civil Code and Articles L. 621–122 et seq. of the French Commercial Code.

Consequently, the Seller retains full ownership of the products delivered until the payment in full of the price, the transfer of ownership only taking place on payment of the last instalment, including all incidental costs, such as interest, charges, expenses, etc.

- 8.2.** The mere surrender of a security creating an obligation to pay, whether in cash or otherwise, shall not constitute payment within the meaning of this clause, the Seller's original claim against the Purchaser remaining due with all the guarantees related thereto, including retention of title until such security creating an obligation to pay has actually resulted in payment for the products delivered to the Purchaser.

- 8.3.** It is the responsibility of the Purchaser, upon delivery, to take all the necessary steps for the safekeeping of the products.

In this respect:

- The Purchaser shall be solely liable towards the Seller for any direct material damage that these products may cause or incur for any reason whatsoever
- The Purchaser is responsible for insuring the products delivered to the Seller at its own expense against the risks of fire, explosion and water damage

- 8.4.** In the absence of the payment of a single fraction of the price of the products delivered to the Purchaser on the due date, or in the event of court-ordered settlement or liquidation of the products, then, by express agreement and without any prior formality, the sale shall be automatically cancelled in whole or in part at the option of the Seller and the products shall be returned in kind and immediately made available to the Seller.

In addition to its obligation to return the products delivered by the Seller, the Purchaser must pay the Seller fixed compensation equal to one quarter of the value excluding tax of the products delivered, which will be charged to the payments, as well as all costs, in particular for transport and handling.

- 8.5.** To this end, until the price has been paid in full, the Purchaser must segregate the Seller's products delivered to the Purchaser and not mix them with other products of the same nature from other sellers.

If not segregated, the Seller may demand reimbursement or take back the products still in stock from the Purchaser.

- 8.6.** In the event of attachment or any other intervention by a third party concerning the products delivered by the Seller to the Purchaser, the Purchaser must immediately inform the Seller of this so that it can object thereto and protect its rights.

- 8.7.** In any case, the Purchaser shall refrain from pledging or assigning as security the ownership of the Seller's products ordered by or delivered to the Purchaser.

- 8.8.** Notwithstanding the above, the Purchaser is authorised, in the ordinary course of its business, to resell the Seller's products delivered to the Purchaser.

However, the Purchaser undertakes, in the event of resale:

- To immediately pay the balance of the remaining price due to the Seller or to inform the sub-purchasers that said products are subject to a retention of title clause,
- Where applicable, to inform the Seller at its first request of the identity of the sub-purchasers so that it can protect its rights and, if necessary, exercise a claim on the amount of the resale with regard to the sub-purchasers

- 8.9.** Should this retention of title clause be implemented, the Seller and/or its carrier and/or its agents shall be permitted to enter the Purchaser's premises or any site where the products concerned are located, in order to proceed with removal of all or part of the products.

These proceedings are not exclusive of other legal actions or proceedings which the Seller may decide to institute.

- 8.10.** This clause constitutes an essential provision of the Seller's sale of the products to Purchaser.

9. – LIABILITY AND GUARANTEE

- 9.1.** The Seller shall make every effort to offer products for sale that comply with legal and regulatory requirements, and with their marketing authorisation where applicable.

- 9.2.** The Seller is only liable for the supply of conforming products, and not for the results obtained by their use, which may vary due to exogenous elements outside the Seller's control.

- 9.3.** The notices and all indications attached to the Seller's products are general recommendations and not formal requirements. They must therefore be adapted to each particular case by the user – which the Purchaser undertakes to warn its own customers of if necessary – as this adaptation in no way engages the Seller's liability.

- 9.4.** The Seller declines liability for any direct or indirect damage resulting from:
- Failure to comply with the recommendations for use, either by the Purchaser or by the Purchaser's customers, to which the Purchaser is obliged to transmit these recommendations
 - The risks inherent in the storage and handling of the Seller's products, where applicable as specified in the safety data sheet of the product concerned
 - The fact that the products delivered are not suitable for the purpose intended by the user
 - The resale of products under a brand other than the Seller's trademark
 - The resale of products in packaging other than the original packaging of ² products
 - The resale of products with a label other than the original label
 - The resale of products not batched
 - All mixtures of products, apart from those recommended by the Seller, the Purchaser being solely responsible for ensuring, in particular, the compatibility of the products with each other and alerting its own customers if necessary

In particular, since the products are seeds, the Seller shall not be liable for any damage arising after the seeds have been planted if, on the date of delivery of the seed, the Purchaser has not taken samples for analysis by both parties, which must be carried out by the French Official Inspection and Certification Service or by the French Ministry of Agriculture's National Seed Testing Station (SNES-GEVES). The costs of sampling and analysis shall be borne by the Purchaser, except in the event of proof of a defect for which the Seller is liable, in which case these costs shall be borne by the Seller.

The Purchaser agrees in this regard to be fully informed of the legal scope of this limitation of liability clause. Thus, the Purchaser fully acknowledges and accepts that this clause in no way contradicts the Seller's essential obligation.

- 9.5.** In all cases, the Seller and its insurers shall be liable towards the Purchaser and its insurers solely for the any direct material damage of the product delivered to the Purchaser within the limit of the price of said product. In particular, the Seller shall not have to remedy any indirect or intangible damage, costs and losses of any kind whatsoever, such as loss of profit, loss of income, loss of goodwill, etc.

The limitation of liability covers compensation for damage that:

- arises from the non-conformity of the products concerned;
- results from the marketing and/or use of the products concerned

This liability is not presumed and will require the Purchaser or its insurers to provide proof of the amount of direct material damage, a fault on the Seller's part, and a causal link.

The liability of the Seller and its insurers shall not be limited in the event of personal injury, gross negligence or wilful misconduct, or where this contravenes a rule of public policy.

The Purchaser and its insurers waive any recourse against the Seller and its insurers.

The Purchaser agrees in this regard to be fully informed of the legal scope of this limitation of liability clause. Thus, the Purchaser fully acknowledges and accepts that this clause in no way contradicts the Seller's essential obligation.

- 9.6.** In all cases, any product replaced or refunded for any reason must be returned to Seller promptly upon replacement or refund.
- 9.7.** If the Purchaser has not checked the quality of the products at the time of their delivery or if, after doing so, it has used or sold these products, the Seller cannot be held liable for any damage that may result from the use of the products.
- 9.8.** In order to preserve the quality of the products supplied by the Seller, the Purchaser is solely responsible for their reception and storage.

In this respect, the Purchaser undertakes to store and transport the products in accordance with the guidelines transmitted or made available by the Seller depending on the products concerned, and in particular, without this being exhaustive, to protect them from sunlight, humidity, bad weather, unsuitable temperatures for the product and excessive dust in premises regularly cleaned and protected against rodents and other parasites by appropriate means that cannot contaminate the products, and shall ensure that the products are not stored and transported with products that are incompatible or likely to reduce the performance of the Seller's products.

- 9.9.** As of delivery of the products, the Purchaser shall bear all legal obligations incumbent on the holder of the products.

In particular and in accordance with Article L541-2 et seq. of the French Environmental Code, the holder is responsible for the management of waste until its final disposal or recovery, even when the waste is transferred for treatment to a third party.

In this respect, the Purchaser is required to dispose of the products invoiced by the Seller which it holds after their marketing authorisation date, and to destroy them.

- 9.10.** By express agreement, any action by the Purchaser against the Seller, regardless of its nature and basis, shall be time-barred after a period of twelve (12) months from the event giving rise to it.

10. – CLAIMS

- 10.1.** With the exception of living products for which claims must be made on the day of delivery due to their risk of rapid deterioration, the Purchaser must send claims relating to apparent defects in writing to the Seller within five (5) days of delivery at the latest, this period

being increased to ten (10) days in the case where the Purchaser is able to prove that the apparent defects could not be identified until the end of any depalletisation, which must occur within this period so that the Purchaser's claim is admissible by the Seller.

Failing this, the products delivered shall be considered conforming.

10.2. In all cases, any claim by the Purchaser concerning apparent defects in the products delivered must be sent by email, accompanied by any element making it possible for the Seller to assess the apparent defect invoked by the Purchaser and, in particular, detailed photos of the defect invoked.

10.3. Claims for hidden defects or non-conformities must be made expressly in writing to the Seller's registered office as soon as possible after their discovery, within the legal timescales.

Failing this, no claim will be accepted.

10.4. Should the claim lead the Purchaser to institute an expert assessment carried out in the presence of both parties, this assessment can only be undertaken on the condition that the Purchaser hands over to the Seller an unopened unit of the product from the batch concerned.

10.5. The cost of carrying out the expert assessment shall be borne by the Seller in the event that the expert assessment establishes the hidden defect or non-conformity of the products concerned, and by the Purchaser if this is not the case.

11 – COMMERCIAL DISPUTES

11.1. Unless otherwise specified in the General Terms and Conditions of Sale, pursuant to Article L.110-4, I of the French Commercial Code, actions under the General Terms and Conditions of Sale shall be time-barred after five years.

11.2. Extra-judicial procedures for recovery such as a demand for payment or procedures for recovery carried out by the parties, such as sending a registered letter with acknowledgement of receipt, constitute acts interrupting the time-limitation.

12. – PRODUCT WITHDRAWAL/RECALL INITIATED AT THE SELLER'S REQUEST

12.1 In the event of a product return initiated by the Seller, whether at the request of the official services with a view to the destruction of the products (withdrawal or recall) or as a result of any commercial decision made by the Seller, the Purchaser undertakes to cooperate as soon as possible in any action necessary in accordance with the instructions sent by the Seller to the Purchaser for this purpose.

12.2. In this context, the Purchaser undertakes, at the Seller's expense, to:

- Consolidate in a single storage point the products that are the subject of the withdrawal or recall that they would have sold to their own customers
- Ensure that all of these products are returned at the same time
- Accept the replacement of products
- If necessary, relabel the products under the conditions agreed with the Seller

13. - RETURN OF PRODUCTS INITIATED AT THE PURCHASER'S REQUEST

13.1. In the event of a return requested by the Purchaser and duly accepted by the Seller, the products must meet all of the following criteria:

- Be packed in their original packaging
- Packaging not soiled and not distorted, batches not mixed in the outer packaging
- Only products whose date of manufacture is less than the date specified by the Seller according to the nature of the products are likely to be taken back by the Seller
- Only sealed products will be accepted
- Grouped in a single point for collection
- Label present on the outer packaging and corresponding to the batch of the product in the outer packaging
- Prior declaration by the Purchaser of the Quantities/Batch No./Date of manufacture

If the products do not meet all the criteria mentioned above, they cannot be returned or credited.

13.2. Unless otherwise expressly agreed by the Seller, the organisation of the return of the products requested by the Purchaser and the costs associated with this return shall be borne by the Purchaser.

13.3. Acceptance of the conformity of the products returned in this case will be carried out at the premises designated by the Seller.

13.4. The Seller will issue the credit note corresponding to the products returned after receipt of the products concerned, and only if the products meet the requirements mentioned above.

13.5. The costs of destruction attributable to non-conforming products will be invoiced by Seller to Purchaser.

14. – PROFESSIONAL LIABILITY INSURANCE

- 14.1.** The Seller has taken out professional liability insurance with Allianz Global Corporate & Specialty SE (policy FRL00191720) and makes the relevant certificate available to the Purchaser.
- 14.2.** The Seller distributes plant protection products to professional users under approval number IF02110.

15. - CONFIDENTIALITY

- 15.1.** In accordance with Article L.151-1 et seq. of the French Commercial Code, the Seller and the Purchaser are required to respect business secrecy.

In this respect, the Purchaser acknowledges that this provision applies in particular to products manufactured or marketed by the Seller and that, as such, the unlawful acquisition, use or disclosure of business secrets, within the meaning of Articles L. 151–4, L. 151–5 and L. 151–6 of the French Commercial Code, shall expose to the Purchaser the administrative fine provided for in this context.

- 15.2.** The Seller will refrain from disclosing and using confidential information, defined as any scientific, technical or commercial information obtained from Purchaser, for any purpose other than the performance of the sale of the products to the Purchaser.
- 15.3.** The above-mentioned confidentiality commitments will not apply to information:
- Which is available to the public at the time it is provided
 - Which, after being supplied, is made known to the public in any way whatsoever, except in the event of the Seller's fault
 - When the Seller can establish that it was in its possession at the time of its provision by the Purchaser, and that it had not been directly or indirectly obtained by the Seller under the seal of secrecy
 - Which has been or will be lawfully disclosed by third parties without any obligation of secrecy
 - Whose disclosure is required by a mandatory legal or regulatory provision, provided such disclosure is limited to the necessary minimum
 - Transmitted to a company in the Seller's group, unless it is a direct competitor of the Purchaser
- 15.4.** The obligation of confidentiality shall not apply, either with regard to the courts or authorities, in particular with regard to competition, or with regard to any principals or agents of the Seller or the Purchaser or companies associated with them within their group of companies.
- 15.5.** The Purchaser undertakes that its own employees, agents or representatives shall respect the same confidentiality requirements as those referred to in this article.
- 15.6.** The Seller may retain copies of Confidential Information:
- In order to comply with applicable legal or regulatory requirements or those of a competent court, government, supervisory or regulatory authority;
 - For internal compliance purposes;
 - To the extent that such information is retained in electronic backup systems in accordance with security and/or disaster recovery procedures.

16. – INTELLECTUAL PROPERTY RIGHTS

- 16.1.** The Purchaser is authorised by the Seller to use and disseminate the trademarks, logos, distinctive signs or any other intellectual property rights belonging to the Seller and relating to the products, as well as any marketing material developed by the Seller, subject to dissemination as is and in its entirety, solely for the purpose of presenting, promoting and marketing the products to its own customers.

The Seller reserves the right to object to, stop or request compensation for any use of its intellectual property or know-how that it deems to be unfair, constituting an act of commercial parasitism, harmful to its image, or not in accordance with the rights it has granted.

- 16.2.** The Purchaser undertakes to use the trademarks, logos, distinctive signs or any other intellectual property right belonging to the Seller and relating to the products under conditions that do not infringe the Seller's rights and, in particular, do not constitute an unfair commercial practice.
- 16.3.** The Purchaser is solely responsible for the use of third-party rights when presenting, promoting and marketing the products to its own customers.

17. – ADHERENCE TO ETHICAL STANDARDS

- 17.1.** The Seller undertakes, with respect to any employee, agent or representative of the Purchaser, not to directly or indirectly offer, request, accept or offer any remuneration, profit or benefit whatsoever that is or may be considered an illegal or corrupt practice, in order to receive or preserve commercial gain.
- 17.2.** The Seller guarantees that it has not requested any commission, nor has it agreed to receive any commission from any employee, agent or representative of the Purchaser in breach of the above undertaking.

17.3. The Purchaser undertakes that its own employees, agents and representatives will comply with the same requirements as those set forth above with respect to any employee, agent or representative of the Seller.

18. – PROTECTION OF PERSONAL DATA

18.1. In the context of their contractual relationship, the Seller and the Purchaser undertake to comply with the regulations in force applicable to the processing of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "Regulation"), and French law no. 78-17 of 6 January 1978 on information technology, data files and civil liberties, as amended.

18.2. The Seller and the Purchaser, their departments, branches, service providers, and partners undertake to process the following personal data concerning the contacts of the Seller and the Purchaser to whom they have access strictly within the framework of the implementation of the sale of products by the Seller to the Purchaser: last name, first name, business email address, business postal address and business telephone number.

This data will be only intended for persons strictly authorised by the Seller and the Purchaser to know about it for the execution of sales.

18.3. The personal data processed in the context of the Seller's sales of products to the Purchaser will not be retained beyond the time strictly necessary for the management of the business relationship, except for the data required to establish proof of a right or of the sale, which may be archived by the Seller and the Purchaser in accordance with the provisions of the French Commercial Code relating to the period of conservation of commercial documents.

18.4. The Seller and the Purchaser undertake to take all necessary protective measures to preserve the security of personal data and in particular to prevent it from being altered, damaged or disclosed to unauthorised third parties, even free of charge.

18.5. The personal data must not, under any circumstances, be transferred outside the European Union.

18.6. The employees of the Seller and the Purchaser have a right of access, rectification and deletion of their personal data, a right to withdraw their consent, a right to restrict processing, a right to object for legitimate reasons to the processing of the data, a right to data portability, and a right to issue advance end-of-life instructions, the procedures for which must be specified to them on simple request.

They also have the right to lodge a complaint with the French data protection agency (CNIL).

18.7. The Seller and the Purchaser, each for its own part, undertake that any regulatory regulations on the protection of personal data that may give rise to a strengthening of the obligations of the parties will be implemented immediately by the party concerned, at its own expense.

19. – PROOF OF COMMUNICATIONS BETWEEN THE SELLER AND PURCHASER

19.1. Computerised files, data, messages and records kept in the computer systems of the Seller and the Purchaser respectively, will be accepted as proof of communications between them, provided that the party from which they originate can be identified and that they are established and stored under conditions likely to guarantee their integrity.

19.2. In the event of a conflict between a written document in electronic form and a written document in paper form, the written document in paper form shall take precedence over the written document in electronic form and shall be accepted as proof.

20. – CHANGE IN ECONOMIC CIRCUMSTANCES

20.1. The Seller and the Purchaser acknowledge that they agree to the sales contract taking into account the circumstances existing at the time the order is placed, and expressly declare that they do not accept the consequences of an unforeseeable change in these circumstances as defined by Article 1195 of the French Civil Code.

20.2. Should circumstances arise that were unforeseeable on the date the order was placed and outside the normal forecasts of the Seller and/or the Purchaser, such that the fulfilment of its obligations is prejudicial to the Seller or the Purchaser – the party invoking this clause being responsible for providing proof of this – the Seller and the Purchaser undertake to renegotiate the sales contract in good faith within a period which cannot exceed thirty (30) days following notification of the request for renegotiation sent by one of the parties to the other.

21. – FORCE MAJEURE

21.1. The parties will not be held liable for any delay or non-performance of one of their obligations resulting from a case of force majeure defined by Article 1218 of the French Civil Code as an event beyond their control, which could not reasonably have been foreseen when the order was placed, and the impacts of which cannot be prevented by taking appropriate measures, provided, however, that the party invoking a force majeure case notifies the other party of its occurrence within 10 (ten) calendar days of its occurrence.

21.2. By express agreement, the following constitute a case of force majeure in particular, without this list being exhaustive:

- Explosions, fires, destruction of machines, plants or installations of any kind
- Natural disasters such as severe storms, cyclones, earthquakes, tidal waves, flooding, destruction by lightning

- War, riots and revolutions
- Pandemics and epidemics, including those classified as force majeure by public authorities
- Boycotts, occupations of plants or premises, strikes and lock-outs in any form whatsoever, internal or external to the company
- Orders, regulations, decisions, legislative or regulatory provisions issued by any public authority

21.3. Performance of the obligations of the party affected will be postponed for a period at least equal to that of the period of suspension due to the force majeure case, except for the obligations of confidentiality and data protection.

The other party will then be exempted, in the same way, from the fulfilment of its own obligations, always within the limit of the impediment, disruption or limitation.

Should any of these impediments concerning it or one of its suppliers continue for more than one month, the Seller may expressly inform the Purchaser of the termination of the sale.

The Purchaser cannot invoke force majeure with regard to the obligation to pay.

22. – ELECTRONIC SIGNATURE

In the case where the Seller and the Purchaser have to enter into any type of agreement in connection with these General Terms and Conditions of Sale, in particular in addition to these under Article L.441-3 of the French Commercial Code, the Purchaser acknowledges:

- The Seller's right to propose a signature by implementing an electronic signature process enabling the consent of each signatory to be indicated by affixing an electronic signature to a paperless document, via any approved electronic signature platform
- That the use of this electronic signature process constitutes a reliable identification process guaranteeing the link between the signatory, the electronic signature and the instrument to which it is attached
- That the execution of any agreement pursuant to this Article by electronic means would ratify all actions performed by the Seller and the Purchaser under the terms of such agreement as if it were in full force from the effective date referenced in such agreement until the date of the last signature

23. – APPLICABLE LAW – SETTLEMENT OF DISPUTES

23.1. These General Terms and Conditions of Sale are governed by French law, excluding conflict-of-law rules and the 1980 Vienna Convention on the International Sale of Goods, including in relation to foreign Purchasers.

23.2. With the exception of cases of urgency justifying recourse to emergency legal proceedings, the Seller and the Purchaser undertake, should a dispute arise between them relating to the negotiation, formation, validity, interpretation, execution and/or termination of the sale of the products governed by these General Terms and Conditions of Sale, to implement, prior to any legal action, a procedure intended to facilitate an amicable settlement as quickly as possible.

To this end, as soon as the Seller or the Purchaser identify such a dispute, it must request the convening of an initial *ad hoc* meeting of contacts from the Seller and the Purchaser at the Senior Management/Executive Committee level, in order to discuss the resolution of the issue that is the subject of the dispute. This convocation will be issued by registered letter with acknowledgement of receipt. This initial meeting will be held within a maximum period of fifteen (15) working days from the notification of dispatch to the receiving party. The Seller and the Purchaser will then have thirty (30) days to arrange additional meetings at the end of each meeting. If no solution is found within this period, confirmed by a written document signed by the representatives of both parties, each party shall resume its freedom of action.

23.3. Where applicable, the competent court within the jurisdiction of the Paris Court of Appeal shall have sole jurisdiction, whether with regard to a principal action, the introduction of third parties or compulsory joinder, summons in summary proceedings, even in the event of multiple defendants, except in the case of the application of legislative or regulatory provisions introducing specialised courts in certain areas.

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF SALE:
Indicators referred to in Article 4.7 and applied by the Parties under the terms of Article 9.4,
and thresholds to trigger the renegotiation clause for the agreed price / **SELF-POLLINATED CEREALS**

	Indicateur de référence	Seuil de déclenchement de la clause de renégociation	Période de référence	Valeur de l'indicateur
Matières premières agricoles	Cotation Euronext Blé tendre échéance septembre de la récolte en cours	Variation du seuil à la hausse ou à la baisse supérieure à 20 €/T par quinzaine du mois	15/03 au 30/09 de l'année précédant la date d'entrée en vigueur de la Convention 25/26	186 €/T le 16/02/2026
Energie	Indice INSEE production et commerce électricité	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		Indice 126,5 12/2025
Transport	Indice Trimestriel des prix du Transport routier de fret et services – Base INSEE	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		115.2 / T3 2025
Emballages	Non pris en compte car impact sur le prix des produits non significatif	/		/

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF SALE:
Indicators referred to in Article 4.7 and applied by the Parties under the terms of Article 9.4,
and thresholds to trigger the renegotiation clause for the agreed price / **RAPSEED**

	Indicateur de référence	Seuil de déclenchement de la clause de renégociation	Période de référence	Valeur de l'indicateur
Matières premières agricoles	Cotation Rendu Rouen Colza	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence	01/03 au 30/06 de l'année précédant la date d'entrée en vigueur de la Convention 25/26	481,25 € le 16/02/2026/
Energie	Indice INSEE production et commerce électricité	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence		Indice 126,5 12/2025
Transport	Indice Trimestriel des prix du Transport routier de fret et services – Base INSEE	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		115.2 / T3 2025
Emballages	Non pris en compte car impact sur le prix des produits non significatif	/		/

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF SALE:
Indicators referred to in Article 4.7 and applied by the Parties under the terms of Article 9.4,
and thresholds to trigger the renegotiation clause for the agreed price / **FODDER**

	Indicateur de référence	Seuil de déclenchement de la clause de renégociation	Période de référence	Valeur de l'indicateur
Matières premières agricoles	pas d'indicateurs de marché car impossibilité selon le nombre d'espèces, le nombre de contrats différents et les origines multiples des matières premières	/	01/07 au 30/06 de l'année d'entrée en vigueur du contrat 25/26	/
Energie	Indice INSEE production et commerce électricité	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence		Indice 126,5 12/2025
Transport	Indice Trimestriel des prix du Transport routier de fret et services – Base INSEE	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		115.2 / T3 2025
Emballages	Non pris en compte car impact sur le prix des produits non significatif	/		/

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF SALE:
Indicators referred to in Article 4.7 and applied by the Parties under the terms of Article 9.4,
and thresholds to trigger the renegotiation clause for the agreed price / **MAIZE**

	Indicateur de référence	Seuil de déclenchement de la clause de renégociation	Période de référence	Valeur de l'indicateur
Matières premières agricoles	Cotation Euronext des marchés Matif Maïs échéance Novembre année du contrat	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence	01/09 au 31/12 de l'année d'entrée en vigueur de la Convention 25/26	193,5€/T le 16/02/2026
Energie	Cours du gaz naturel, indice PEG MA	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		32,88€/MWh 01/2026
Energie	Indice INSEE production et commerce électricité	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		Indice 126,5 12/2025
Transport	Indice Trimestriel des prix du Transport routier de fret et services – Base INSEE	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		115.2 / T3 2025
Emballages	Non pris en compte car impact sur le prix des produits non significatif	/		/

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF SALE:
Indicators referred to in Article 4.7 and applied by the Parties under the terms of Article 9.4,
and thresholds to trigger the renegotiation clause for the agreed price / **HYBRID BARLEY**

	Indicateur de référence	Seuil de déclenchement de la clause de renégociation	Période de référence	Valeur de l'indicateur
Matières premières agricoles	Cotation Rendu Rouen Blé Tendre	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence	01/03 au 30/06 de l'année précédant la date d'entrée en vigueur de la Convention 25/26	182,5€/T le 16/02/2026
Energie	Indice INSEE production et commerce électricité	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence		Indice 126,5 12/2025
Transport	Indice Trimestriel des prix du Transport routier de fret et services – Base INSEE	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		115.2 / T3 2025
Emballages	Non pris en compte car impact sur le prix des produits non significatif	/		/

APPENDIX TO THE GENERAL TERMS AND CONDITIONS OF SALE:
Indicators referred to in Article 4.7 and applied by the Parties under the terms of Article 9.4,
and thresholds to trigger the renegotiation clause for the agreed price / **SUNFLOWER**

	Indicateur de référence	Seuil de déclenchement de la clause de renégociation	Période de référence	Valeur de l'indicateur
Matières premières agricoles	Moyenne des cotations Blé Tendre (Rendu Rouen), Maïs (Rendu Bordeaux), Colza (Rendu Rouen), Tournesol (Rendu Bordeaux) pondérée par rendement moyen de chaque espèce (source France Agrimer)	Variation du seuil à la hausse ou à la baisse supérieure à 25% sur 15 jours consécutifs durant la période de référence	01/09 au 31/12 de l'année d'entrée en vigueur de la Convention 25/26	283 €/T le 16/02/2026/
Energie (gaz)	Cours du gaz naturel, indice PEG MA	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		32,88€/MWh 01/26
Energie (électricité)	Indice INSEE production et commerce électricité	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		Indice 126,5 12/2025
Transport	Indice Trimestriel des prix du Transport routier de fret et services – Base INSEE	Variation du seuil à la hausse ou à la baisse supérieure à 20% sur 15 jours consécutifs durant la période de référence		115.2 / T3 2025
Emballages	Non pris en compte car impact sur le prix des produits non significatif	/		/