

GENERAL TERMS OF SALE

The purpose of the company BPA is to manage the LACTALIS group's vehicle fleet. As part of its activity, BPA provides light vehicles and heavy goods vehicles (hereinafter the "Vehicles") to companies belonging to the Lactalis Group. Vehicles belonging to BPA or other Lactalis Group companies and that they no longer wish to use for their own needs may be resold to customers by BPA.

Article 1. Purpose and scope

1.1 These general terms of sale (hereinafter the "GTS") apply, without limitation or reservation to any Vehicle order placed with BPA by a customer (hereinafter the "Customer"), regardless of the terms that may appear on the Customer's documents, and, in particular, on their terms and conditions of purchase.

Any condition contrary raised by the Customer shall, therefore, in the absence of prior, express and written acceptance by BPA, shall be unenforceable against BPA, regardless of when it may have been brought to its attention.

Any order of a Vehicle by the Customer implies unreserved acceptance of these GTS unless otherwise specified.

1.2 All information relating to the Vehicles presented on the www.bpafrance.com site or any other BPA advertising medium, as well as information communicated by telephone, has only indicative value and does not commit BPA. Only the information on the Purchase Order is contractual between the parties and may be the basis for a Customer complaint with regard to a possible non-compliance.

1.3 BPA reserves the right to override certain clauses of these GTS, in accordance with the negotiations conducted with the Customer, through the establishment of specific terms of sale.

1.4 BPA also reserves the right to modify its GTS at any time. The GTS applicable to the Customer shall be those in effect on the day of their order.

Article 2. Order

2.1 On the Customer's request, BPA shall prepare a Purchase Order valid for 7 (seven) days from the date of its communication. The Customer who accepts the Purchase Order shall return it to BPA accompanied by these GTS, both dated, signed and marked "*accepted for purchase*".

2.2 Whenever the price of the Vehicle is paid by a customer with the help of a loan, this is specified on the purchase order. Should the provisions of Articles L.312-44 and following of the Consumer Code regarding the loan used apply, the order would nevertheless be automatically cancelled, without compensation:

- Should the lending organisation(s) not, within seven (7) days of the Customer's acceptance of the loan agreement, have informed BPA of the provision of the loan; or

- If the Customer has exercised their right of withdrawal within fourteen (14) calendar days of acceptance of the offer of a loan agreement including the information provided for in Article L.312-28 of the Consumer Code.

2.2 BPA reserves the right to refuse any order that contravenes public order or morals, or from a Customer with whom a dispute exists regarding payment of an earlier order.

Article 3. Price

The Vehicle is sold at the price indicated on the purchase order communicated to the Customer: if the prices fall a few days after the order, BPA shall not be able to compensate you for the difference; if the prices increase, BPA undertakes to deliver the Vehicle to the Customer at the price agreed on the day of the order.

Prices are expressed in euros and exclude VAT, from the BPA site indicated on the purchase order. They do not include any transportation costs, customs charges or insurance that remain borne by the Customer.

Article 4. Payment

4.1 The payment terms are specified on the purchase order.

4.2 Unless otherwise specified on the purchase order, the total amount of the order must be paid no later than the day of collection of the Vehicle. The sale shall be deemed to be firm and final from receipt by BPA of the entire sale price of the Vehicle and subject to expiry of the period provided for in Article 7 of this Agreement.

4.3 Unless otherwise duly accepted by BPA at the latest at the time of the order, BPA's invoice must be paid no later than the day that the Vehicle is collected. The Customer may not collect the Vehicle until BPA has been paid the sale price of the Vehicle in full. The Vehicle is considered to have been paid when the amount of the sale price is actually credited to BPA's bank account.

No discount is made by BPA in the event of early payment.

4.4 In the particular case of a remote order, BPA may not receive any payment before the expiry of a seven-day (7) period from the conclusion of the contract by any consumer customer or any business customer who has fewer than five (5) employees and who orders the Vehicles outside the main field of their business.

4.5 When the price of the Vehicle is paid by a consumer customer with the help of a loan, BPA is not required to perform its delivery obligation until the lender has informed BPA that the loan has been granted, and provided the Consumer Customer can exercise their right of withdrawal. However, the Consumer Customer may, using the standard early delivery form (Form 2) request immediate delivery of the vehicle. They are then informed that the fourteen (14) day period available to them to withdraw from the loan agreement expires on the date of delivery, without this period exceeding fourteen (14) days or being fewer than three (3) days.

4.5 Any delay in payment shall result in the application of late-payment penalties, payable without formality or prior notice, and automatically running from the day following the payment date stated the invoice. The interest rate for late payments is equal to the rate charged by the European Central Bank for its most recent refinancing operation, plus 10 percentage points.

A Business Customer in a situation of late payment is liable, in addition to the late-payment penalties, to fixed compensation for recovery costs of 40 euros. If the recovery costs paid by BPA were to exceed this amount, they would be entitled to request additional compensation from the Business Customer on presentation of supporting documentation.

Finally, for the Business or Consumer Customer, any default or delay in payment by the due date shall result in fixed compensation of 15 % of the price agreed between the Parties

4.6 In addition, in the event of late payment, all the amounts due by the Customer shall become automatically and immediately due without prior notice, without prejudice to any other action that BPA would be entitled to, in this regard, take against the Customer.

4.7 In the event of non-compliance with the payment terms set out above, BPA reserves the right to suspend or cancel the current order, without prejudice to any other remedies.

Article 5. Delivery

5.1 Delivery includes exactly and only the Vehicles specified on the purchase order.

5.2 Unless otherwise duly accepted by BPA at the time of the order at the latest, the Vehicles shall be made available to the Customer by BPA on the site stated on the Vehicle's purchase order. In the event of international sales, delivery shall be made in accordance with Incoterm EXW – BPA Site stated on the purchase order (ICC 2020). The Customer therefore bears all the costs, risks, insurance and miscellaneous charges inherent in collecting the Vehicle from the BPA site. The Business Customer must also provide the means necessary to transport the Vehicle and in particular a carrier in the event of the purchase of a Vehicle that cannot be driven.

5.3 If the Customer does not collect the Vehicle, the Customer shall inform BPA in writing of the name of the carrier that will collect their order.

5.4 The Customer must take possession of the Vehicle at the place and on the date stated on the Purchase Order. If the delivery date is not known at the time of the order, BPA shall provide the Customer with a provisional date for delivery of the Vehicle. As soon as it becomes aware of the vehicle's delivery date, BPA shall communicate it to the Customer.

5.5 The Customer undertakes to take delivery of the Vehicle ordered, on the agreed BPA site, within fifteen (15) days of the date of it being made available, as stated on the purchase order or indicated to the Customer after placing the order.

After this time, BPA may require the Customer to pay a fee for the cost of safekeeping the Vehicle not collected by the Customer of one hundred (100) Euros per day of delay from the end of the fifteen (15) day period of its availability stated above in this article.

If within fifteen (15) days of the end of the availability period of fifteen (15) days, the Customer has still not collected the Vehicle, the sale shall be cancelled due to the Customer's fault. Similarly, in the case of a sale of several Vehicles in a batch, with a partial receipt of these Vehicles, the sale shall be partially cancelled due to the Customer's fault, if after a fifteen (15) day period from the end of the fifteen (15) day availability period, the Customer has still not collected all the Vehicles of the purchased batch.

In the event of payment by the Customer of the price stated on the Purchase Order, BPA will return to the Customer the amount paid, minus the safekeeping fees.

In the absence of payment by the Customer of the price stated on the Purchase Order, BPA shall invoice the Customer the safekeeping fees.

5.6 BPA undertakes to make its best efforts to comply with the delivery lead times indicated to the Customer. However, delivery lead times are given only as an indication.

In no event may the Customer be entitled to cancel the order, to any compensation, or to delaying the planned due date, in the event of a delay in the delivery lead time announced by BPA.

However, a delay of 7 (seven) days greater than the delivery lead time announced by BPA, which is not due to a force majeure event or attributable to the Customer, could justify the cancellation of the sole order affected by the delay, provided that it is communicated to BPA by registered letter with acknowledgement of receipt, and excluding any compensation for a Business Customer and under the conditions laid down in Articles L. 216-2, L. 216-3 and L. 241-4 of the Consumer Code for a Consumer Customer.

The amounts paid by the Customer shall then be returned to the Customer by BPA no later than 30 days from the contract termination date, excluding any compensation or deduction.

Article 6. Check of the Vehicle

6.1 On delivery, the Customer or the carrier commissioned by the Customer to take delivery of the Vehicle must ensure that the delivered Vehicle complies with the order and must check the condition of the delivered Vehicle. Any complaint by the Customer regarding a Vehicle that they consider to be non-compliant with their order must be noted in specific reservations on the delivery note or any other document signed by the Customer or the carrier that they have commissioned and BPA, reporting this non-compliance. This document must be sent to BPA in writing by registered letter with acknowledgement of receipt, together with supporting documentation (in particular photos), within a maximum period of seventy-two (72) hours of delivery for a business customer and within a maximum period of two (2) years of delivery for a consumer customer for compliance defects appearing more than six (6) months after delivery.

After this period and if these formalities have not been completed, the Vehicle is deemed to comply with the order and to be free from visible defects and no complaint may be validly accepted by BPA.

6.2 Where, after a check by BPA or its agent, the non-compliance is established, the Customer may ask BPA to replace, repair or refund, at BPA's discretion, the Vehicle acknowledged as non-compliant, and without the Customer being entitled to any compensation, or a postponement of the planned payment date.

6.4 In any event, no Vehicle return may be made by the Customer without BPA's prior, express and written consent.

Article 7. Right of withdrawal

7.1 A Customer who orders a Vehicle within the context and for the purposes of their profession does not enjoy the right of withdrawal as provided for in the Consumer Code.

7.2 Only a Business Customer who has fewer than five (5) employees, who concludes an off-premises contract who orders Vehicles outside the main scope of their business and the Consumer Customer who concludes the contract remotely or off-premises, within the meaning of Article L. 221-1 of the Consumer Code, and in particular at the Customer's home, benefits from the right of withdrawal. In accordance with the provisions of the Consumer Code, the Customer who benefits from a right of withdrawal has a period of fourteen (14) working days from the date of delivery of their order, to return any Vehicle that they consider unsuitable and to request its exchange or refund without penalty, except for the return fees which remain borne by the Customer. The right of withdrawal may be exercised using the standard withdrawal form (Form 1) or by any other statement sent to BPA by sending a registered letter with acknowledgement of receipt to the following address: BPA, ZI des Touches, Boulevard Arago, 53810 CHANGE. It must be unambiguous and express the wish to retract.

However, Vehicles must be returned in perfect condition within fourteen (14) days of notification to BPA of their withdrawal decision. Damaged, soiled or incomplete Vehicles are not taken back. Subject to the condition of the Vehicle, BPA shall refund the Customer for all amounts paid within fourteen days of the date BPA was notified of the Customer's decision to retract.

Article 8. Reservation of title

8.1 VEHICLES ARE SOLD SUBJECT TO RESERVATION OF TITLE: BPA RETAINS OWNERSHIP OF THE VEHICLES UNTIL FULL AND ACTUAL PAYMENT OF THE PRICE AND ASSOCIATED AMOUNTS BY THE CUSTOMER, EVEN IF A PAYMENT PERIOD IS GRANTED, ALLOWING IT TO REGAIN POSSESSION OF THE SAID VEHICLES.

8.2 The reservation of title clause does not preclude transfer to the Customer, on delivery as defined in the "Delivery" article above, of the risks of loss or damage to the sold Vehicles, as well as damage that they could cause to property or persons.

8.3 The Customer shall not transform, resell or pledge the vehicles until they have paid the price in full, unless otherwise expressly permitted to do so by BPA in writing.

Article 9. Warranty

9.1 The Vehicle is sold in its existing condition by BPA, based on the information available to BPA at the time the order is placed.

9.2 No warranty is granted by BPA to the Business Customer hereunder.

9.3 BPA does not make any vehicle check and has no obligation to guarantee the mechanical condition of the Vehicle, the number of kilometres displayed on the meter or the presence of accessories.

The Business Customer states that they have received from BPA all information regarding the Vehicle (in particular: make, model, month and year of entry into service, kilometres on the meter "not guaranteed"). The Business Customer, in their capacity as a professional, has all the necessary skills to assess the condition of the Vehicle and alone remains responsible for the choice and adequacy of the Vehicle ordered to meet their needs.

9.4 Should the regulations so require, BPA shall provide the Customer with the certificate certifying that the Vehicle has undergone the technical inspection within the mandatory time limits, as well as the corresponding report.

BPA shall, vis-à-vis the Customer, carry out a safety check on any components that are defective and may cause accidents. The checks and, if applicable, the repairs relate to:

- the shock absorbers and the suspension components,
- the steering components
- the braking system,
- the lighting system,
- the tyres.

Conversely, in the case of the sale of a Vehicle that cannot be driven to a business customer, BPA shall not carry out any checks or repair.

Generally, BPA must check and ensure that the Vehicle complies with the requirements of the Highway Code.

Article 10. Legal guarantee for a Consumer Customer

This Article 10 applies only to consumer customers.

BPA undertakes to carry out its business in accordance with normal professional practice. The Vehicles offered for sale by BPA comply with the regulations in force in France.

The Vehicles supplied to the Consumer Customer by BPA benefit automatically and for no additional payment, in accordance with the legal provisions:

- From the legal warranty of conformity, for Vehicles that appear to be defective, deteriorated or damaged or that do not match the order;
- From the legal warranty against hidden defects arising from a defect in material, design or manufacture affecting the delivered products and making them unsuitable for their intended use,

under the conditions and in accordance with the terms referred to in the box below.

In the event they invoke the legal compliance guarantee, the Consumer Customer:

- Benefits from a period of two years from delivery of the Vehicle to act against BPA;
- May choose between repair or replacement of the Vehicle, subject to the cost conditions laid down in Article L.217-9 of the Consumer Code;
- Is exempt from reporting proof of the existence of the Vehicle's non-conformity within twenty-four months of the Vehicle's delivery, except for used goods, for which the period is six months.

The Consumer Customer may decide to invoke the warranty against hidden defects in the Vehicle within the meaning of Article 1641 of the Civil Code and in this case, they may choose between cancellation of the sale or a reduction in the sale price in accordance with Article 1644 of the Civil Code.

Any invocation of the warranty shall be made by registered letter with acknowledgement of receipt, together with any element that may demonstrate the alleged non-compliance or defect, in particular photographs, as well as a copy of the BPA invoice.

Article 11. Consumer Customer Information

This Article 11 applies only to consumer customers.

11.1 The Consumer Customer acknowledges that, prior to their order, in a clear and understandable way, they have received these GTS and all the information listed in Article L.221-5 of the Consumer Code, in particular the key characteristics of the Vehicles.

The Vehicles offered for sale comply with the regulations in force in France and have performances compatible with non-professional uses.

The Consumer Customer states that they have received from BPA all information regarding the Vehicle (in particular: make, model, month and year of entry into service, kilometres on the meter "not guaranteed"). The Consumer Customer is therefore solely responsible for the choice of the vehicle ordered and for the suitability of its characteristics and performance with their needs.

11.2 Should the regulations so require, BPA shall provide the Consumer Customer with the certificate certifying that the Vehicle has undergone the technical inspection within the mandatory time limits, as well as the corresponding report.

11.4 BPA draws the Consumer Customer's attention to the fact that regular vehicle maintenance is essential and in particular the Consumer Customer will have to carry out the oil changes, technical checks, maintenance and equipment changes (tyres, brakes, etc.).

Article 12. Liability and Insurance

12.1 BPA guarantees the conformity of its Vehicles with the French and European legislation.

For any export of Vehicles outside French territories and the European Union, it is the Customer's responsibility to check the conformity of the Vehicles with the relevant legislation.

12.2 The Customer is solely responsible for the use for which they intend to acquire the Vehicles from BPA and for their suitability for their needs or the needs of their customers.

12.3 The Customer alone is responsible for their relationship with their own customers, and in particular for performing their own information, advisory and warranty obligations as a vendor.

12.4 BPA shall not be liable for any damage that may result from the Customer's use of the Vehicle, including any failure by the Customer to comply with the rules set out in the Highway Code.

The Customer undertakes not to drive the Vehicle without first having had the registration document drawn up in their name, and purchasing an insurance policy, in particular, covering their automotive civil liability for the legal minimum amount.

12.5 BPA's liability may not be sought for indirect damage suffered by a Business Customer, such as operating loss, loss of profit, loss of opportunity, loss of customers or loss of earnings.

12.6 In any event, BPA's liability shall not exceed the amount of the transaction on whose occasion its liability is incurred.

Article 13. Force Majeure

BPA shall not be liable for the non-performance of any of its obligations in the event of force majeure. Force majeure means all events such as those accepted by French law and case-law, and in particular strikes, riots, fires, explosions, floods, energy restrictions, transportation disturbance or a natural disaster at BPA.

Article 14. Personal data protection

BPA specifically ensures compliance with its obligations regarding the collection and processing of personal data of its Customer's personnel in accordance with the applicable European (GDPR) and French personal data protection regulations.

BPA determines the processing purposes and means that it undertakes and is the data controller within the meaning of the Regulation.

BPA may be contacted:

- by email at ZZZBPA.GestionVO@lactalis.fr;
- by post at ZI des Touches, Boulevard Arago, 53810 CHANGE.

BPA collects and processes personal data:

- for the purposes of performing the contract with the Customer;
- for the purposes of BPA's legitimate interests to carry out statistical studies and analysis;
- for the purposes of BPA's legitimate interests in profiling to communicate targeted promotional offers to the Customer and to carry out its commercial prospecting.
- for the purposes of complying with its legal obligations.

In any event, the Customer expressly accepts the processing of their personal data for the purposes described above and undertakes to inform their personnel, who are the data subjects, of the contents of this clause.

The Customer's personal data are intended exclusively for the approved services of BPA. They shall be retained during the term of the contractual relationship between BPA and the Customer plus 3 (three) years after expiry of the latter for prospecting purposes. After this period, the data are deleted.

Pursuant to the GDPR, the Customer has a right of access, rectification, erasure, objection, a right to portability, limitation of processing and a right to withdraw their consent. These rights may be exercised by contacting BPA using the above contact information. Finally, the Customer may complain to the National Commission for Information Technology and Freedoms (CNIL) in the event of a violation of the provisions of the GDPR.

Article 15. Severability - Interpretation

15.1 If BPA or the Customer does not avail itself at any time of any of the clauses of these GTS, this may not be construed as a waiver to assert these clauses at a later date.

15.2 If one or more of the provisions of these GTS are judged to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall retain all their strength and scope.

Article 16. Applicable law and competent court

16.1 These GTS and the purchase and sale operations they govern are governed exclusively by French law.

16.2 In the event of a disagreement, BPA and the Customer shall endeavour to find a mutual solution before any judicial action.

FAILING THIS, ANY DISPUTE RELATING TO THE FORMATION, FULFILMENT OR CANCELLATION OF AN ORDER, FOR ANY REASON, SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF LAVAL FOR A BUSINESS CUSTOMER AND TO THE COURTS WITH JURISDICTION UNDER THE CONDITIONS OF ORDINARY LAW FOR A CONSUMER CUSTOMER.

This jurisdiction clause applies even in the event of a warranty claim, interim orders, multiple instances or parties, or a supplementary application, and without any clauses attributing jurisdiction that may exist on the Customer's documents being able to challenge application of this clause.

The Consumer Customer is also informed that they may, in any event, use conventional mediation, in particular the Consumer Mediation Commission or existing sectoral mediation bodies, or any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

CUSTOMER:

Corporate name (for business customers only):

Signatory's first and last name:

Signatory's title (for business customers only):

Place and date of signature:

Signature: