

GENERAL TERMS AND CONDITIONS OF SALE OF FILAVIE PRODUCTS

1- General

FILAVIE's customers are professionals exercising their activity related to animal health (the "Customer"). FILAVIE produces vaccines and products improving zootechnical performances or sustaining animal health (the "Product(s)").

These general terms and conditions of sale (the "GTCS" or the "Contract") apply to all sale of Products by FILAVIE to a Customer outside mainland France, unless otherwise agreed in writing by FILAVIE.

Any Products ordered by the Customer (the "Order") implies its entire acceptance of the GTCS. The Customer declares having a perfect knowledge of the GTCS and thus renouncing to any other terms and conditions, particularly its own general conditions of purchase. The GTCS will remain in force for the entire duration of the commercial relationship between FILAVIE and the Customer.

2- Order

2.1. All Orders shall be sent by the Customer to FILAVIE by post-mail or e-mail to order.filavie@filavie.com. The Order shall specify all the required information and notably the quantity and the description of the Products ordered (animal species and type of production, packaging, prescription date, order number, signature and stamp of prescribing veterinary...), the Customer information and the invoice address.

2.2. In addition of the information required in article 2.1 above, the Customer shall send to FILAVIE the viral strain for any Order of autogenous viral vaccines. The transport of the said viral strain is organized at the expense and under the sole responsibility of the Customer, which shall observe all legal and sanitary requirements in the matter.

FILAVIE shall be entitled to wait until the full payment of the concerned Products (cf article 6) to start their manufacturing. The batch release certifies that the Product is compliant with controls and process validated by authorities.

2.3. In addition of the information required in article 2.1 above, the Customer shall provide a veterinary prescription for any Order of vaccines with Market Authorisation MA (included Temporary use Authorisation TUA).

2.4. The Order will become definitive after having been expressly accepted by FILAVIE (the "Confirmation Order").

2.5. No purchased Products may be returned by the Customer and no requests for reimbursement, in whole or in part, will be accepted by Filavie.

3- Delivery – Transport – Transfer of Risk

FILAVIE will inform the Customer in the Confirmation Order of the forecasted delivery dates, it being specified that, for autogenous viral vaccines, the minimum manufacturing timeframe is 5 weeks from the reception of the viral strain. The delivery dates are given for information purposes only. Failure to meet these delivery dates shall not give right to cancellation of outstanding Orders, damages, to offsets, to non-payment of amounts due in respect of the delivered Products or to any indemnity whatsoever.

The sale of the Products shall be governed by the FCA Incoterms 2020 Filavie's facility Sèvremoine (the "Delivery") and the Customer shall have therefore the responsibility of filing any claims for loss, damage, delay or otherwise, with the carrier, insurer or other related third parties after the Delivery.

The Customer shall report immediately to FILAVIE any visible damage to Products at the Delivery. In the absence of a statement of any reserves expressly made by the Customer upon Delivery under the aforementioned conditions, the Products delivered by FILAVIE shall be deemed to be in conformity with the Confirmation Order.

Any non-conformity or alleged hidden defect of the Products (in quality or quantity) not recognizable through a diligent checking at the Delivery shall be reported by the Customer to FILAVIE within a delay of two (2) days after the Delivery.

FILAVIE will not take any responsibility for any claim by the Customer, which do not strictly comply with the foregoing.

4- Conservation and storage

The nature of the Products requires particular transport, conservation, administration and storage conditions. Those conditions are clearly stated on the leaflet and in the summary product characteristics provided by FILAVIE. The Customer hereby undertakes to acquire full knowledge and to comply with the aforementioned documents, which have contractual value. In case of non-compliance by the Customer with the contractual documents, FILAVIE cannot be held liable.

5- Guarantee

FILAVIE guarantees:

- That the viral strains used for the manufacturing of the autogenous vaccine are based on the strains provided by the Customer and they are not retreated (purified for the vaccine production process),
- To be compliant with the legal requirements of the concerned Authorities for Manufacturing, quality control and Product release.

6- Price – Terms and delay of payment

The billing currency is Euro and the payment has to be done in Euro.

The invoiced price is the price indicated at the Confirmation Order. The price is firm, non-revisable and net of Vat, shipping and transport costs and other tax charges,

which shall remain at the Customer expense, unless otherwise provided in the Confirmation Order.

Unless otherwise agreed in writing in the Confirmation Order, the Products shall be 100% pre-paid before Delivery on receipt of the proforma invoice by bank transfer. The advanced payment does not give the right to any discount.

Unless otherwise agreed in writing by FILAVIE, the Customer is not entitled to set off any sums due to FILAVIE for Products supplies, with any Customer's credits or claim against FILAVIE for whatever reason.

Any delay in payment of the sums due by the Customer beyond the payment date appearing on the proforma invoice sent to the Customer shall result as of the first day of delay – without formality or prior notice – in the application of late penalties at a rate equal to three times the interest rate applied by the European Central Bank (ECB) to its refinancing operation, in force on 1 January or 1 July, plus 10 percentage points. Moreover, the Customer shall also automatically incur a fixed compensation charge of €40 for the recovery costs. FILAVIE shall reserve the right to request additional compensation, with supporting documentation, in the event that its recovery costs exceed this amount.

Filavie shall have the right to refuse performance of any Order and/or Delivery of any Products until payments are regularized and may suspend, delay or cancel any Order and/or Delivery. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under these GTCS or at law.

7- Limitation of liability

Notwithstanding the provisions of article 3, any claim and/or damage shall be reported in detail and in writing within a period of three (3) months after the date of the Customer's knowledge of the relevant damage. The Customer shall make available the Products to FILAVIE for inspection or send them to FILAVIE when requested.

In no event shall FILAVIE be responsible for any indirect damage (including damages or claims in lost revenue, income, profits or investment opportunities). Neither FILAVIE's liability under this Contract, in contract or in tort, shall exceed three times the amount invoiced by the FILAVIE to the Customer in relation to the defective Order.

8- Retention of title

The Products are sold with a clause expressly conditioning the transfer of their ownership to the full payment of the price (principal and accessory). In case of default of payment, FILAVIE shall be entitled to demand the return of the delivered Products.

9- Intellectual property

FILAVIE is the owner of all intellectual and industrial property rights related to the Products. The Customer does not acquire any rights over the Products other than those expressly granted to him under the Contract.

10- Personal data and anti-corruption

The Customer, as data controller, handles personal data concerning the natural persons that it has contact with for the purposes of the Contract and undertakes to comply with applicable laws and regulations regarding the data protection rights, including the Regulation (EU) 2016/679. Therefore, it undertakes to implement all appropriate technical and organizational measures to ensure the security, the confidentiality of personal data as well as their collection, their processing and disclosure.

Furthermore, the Customer represents and warrants that it complies with all applicable laws and regulations relating to the fight against corruption, including the French law n°2016-1691 dated December 9th 2016 regarding the transparency, the fight against corruption and modernized business practice, and it consequently declares that it has implemented the appropriate and compliant internal practices and procedures.

11- Force majeure

The parties shall not be liable and considered to be in breach for failure to perform or delay in performing of any of its obligations as described herein, if such failure or delay results from a case of force majeure within the meaning of the article 1218 of the French Civil Code and/or from any event beyond their control such as fire, natural disasters, wars, riots, terrorists acts, general social movements, epizootics, epidemics, administration or governmental decisions. In the event that the impediment is permanent or lasts more than 3 months, either party shall be entitled to terminate the Contract without penalty or compensation of any kind whatsoever by a registered letter with acknowledgement of receipt.

12-Dispute

French Law governs these GTCS.

Any dispute arising out of the interpretation or performance of the GTCS and of any of its consequences shall be submitted to the courts of Angers (Maine-et-Loire - France), which shall have exclusive jurisdiction. The parties expressly reject the application to this Contract of the United Nations Convention on Contracts for the International Sale of Goods.