
GENERAL CONDITIONS OF SALE

ARTICLE 1. PURPOSE

These general conditions of sale ("GCS") define the conditions under which the company Arca Aliment, s.l. with residence at Av. Països Catalans, nº 1 3ª 17820 Banyoles (Girona) with VAT number ESB17435769, represented by Mr. Eugenio José Canals de Echenique as Manager (the "Seller") supplies the products designated below (the "Products") to any professional buyer located in France and abroad (the "Customer").

The Seller commercializes to the Customer two types of Products that it purchases itself from professional sellers, in particular traders, slaughterhouses and cutting plants (the "Suppliers"):

- Meats, carcasses and pieces of meat, with or without bones, commercialized as fresh products (beef, bull, veal, poultry, lamb, sheep, game, offal, etc.) (the "Fresh Products");
- Meats and pieces of meat, with or without bones, commercialized as frozen products (beef, bull, veal, poultry, lamb, sheep, game, offal, etc.) (the "Frozen Products");

ARTICLE 2. OPPOSIBILITY OF THE GCS

The GCS apply without restriction or reservation to all orders for Products placed by the Customer. They constitute the sole basis of commercial negotiation between the Seller and the Customer. Upon acceptance by the Customer, even if tacit, the GCS replaces and cancels any discussion and/or agreement previously signed between the Seller and the Customer, and has priority over any other condition that appears in any document.

The GCS may be subject to subsequent modifications, in particular to take into account legislative and regulatory developments, the version applicable to the purchase of Products by the Customer being the one in force on the date of acceptance of the order by the Seller according to the conditions indicated below.

The fact that the Seller does not rely on any of the provisions of the GCS may be interpreted by the Customer as a waiver by the Seller to rely on this provision in the future.

ARTICLE 3. ORDER OF PRODUCTS

To be valid, please send it by email to the following addresses: fabrice@arcaliment.fr; david@arcaliment.fr; marta@arcaliment.es it is time to specify, in particular, the quantity and references of the Product(s) of the item(s), the characteristics and the price of which are communicated by the Seller to the Customer according to the six requests and necessities. The sale is valid when the Seller gives the acceptance, which is commercialized by providing the Customer with confirmation of the order, by electronic mail. Any confirmed order from the Vendor is firm and definitive for the Customer, who cannot modify it, cancel it or reschedule the delivery. In case of discrepancy between the provisions of the GCS and the specific conditions in an order, the latter will prevail over the former.

The Seller reserves the right to deny any order in the event that the Customer fails to comply with any of the six obligations and/or presents an abnormal character for any reason and/or in order to comply with the current health regulations.

ARTICLE 4. DELIVERY OF PRODUCTS

4.1. Product delivery conditions

The Products are delivered to the address indicated by the Customer when placing the order.

Where applicable, the delivery time indicated in the Customer is given for information purposes only. Consequently, the Customer will not be able to claim any compensation or request cancellation of the order if delivery of the Products is assured within a reasonable time.

Delivery is directly assured by the Seller who transmits the invoice and the traceability sheet.

4.2. Claims

The Seller is not responsible for any difficulties arising during transportation (such as destruction, damage, loss or theft) and/or a delay in delivery of the Products.

The Seller is only responsible for defects in accordance with the order existing at the time of delivery of the Products, including the accompanying documents and labelling. In case of apparent defect and/or apparent non-compliance and/or lack of product(s), the Customer must make the necessary reservations with the Seller in the carrier's consignment note to confirm them by email within 48 hours to marta@arcaliment.es, once the Products have been received, and provide any necessary proof. Any replacement or return of a Product must be subject to a prior written agreement of the Seller, this agreement does not imply any recognition of liability on its part. Where applicable, the parties will agree on the conditions for returning the Products, which means that the Product is in perfect condition, that is, that it has not suffered any deterioration, modification or transformation for any reason. Returned Products will travel at the Customer's risk.

No claim will be accepted after the processing of the delivered raw materials.

ARTICLE 5. TRANSFER OF OWNERSHIP AND RISKS

5.1. Risk transfer

The risks linked to the products are transferred to the customer at the time of loading when the customer carries out the transportation himself. In case of delivery by our company, the transfer of risk will take place upon receipt of delivery at the dock. The customer must take out insurance that guarantees the risks derived from that moment.

5.2. Property retention clause

The transfer of ownership of the products is suspended until full payment of the price by the Customer, in principal and accessories. In the event of total or partial non-compliance with the price on the agreed due date, the Seller may recover the Products by simple summons, specifying that the Products present in the Customer's stock will be understood to correspond to the unpaid debts. The return of the Products will be at the Customer's expense and risk.

In the event that the Products sold with retention of title have been resold by the Customer, the Seller's debt will automatically be transferred to the resale price debt. The Customer now assigns to the Seller all claims arising from the resale of unpaid Products subject to retention of title.

The Customer will be solely responsible for all risks of deterioration, loss and/or destruction, partial or total, whatever the cause of the damage. Therefore, the Customer must take out insurance that guarantees the Products, which must establish that any compensation will be paid directly to the Seller. It will provide the Seller, at its first request, with any justification for the insurance thus contracted.

The Customer undertakes to inform any third party, especially in the event of seizure, that the Products subject to the retention of title clause belong to the Seller, and to immediately inform the Seller of any seizure or similar operation.

This clause does not prevent the transfer of risks to the Customer at the time of delivery. It applies to all Products purchased by the Customer, without any exception.

ARTICLE 6. PRICE

6.1. Applicable rates

The prices of the Products are set at the price in force on the day of the order. This price may be modified at any time by the Seller, with the modifications being applicable on the date indicated in the new price. Prices are expressed in billing currency and do not include taxes. Additional costs borne by the Customer (packaging, handling, transportation, VAT and other taxes, etc.) are mentioned separately and are communicated to you at the time of placing your order and later before dispatch of the Products.

6.2. Payment conditions

Any order for Products is accredited with the issuance of an invoice by the Seller, which is delivered to the Customer no later than delivery of the Products. No discount will be granted to the Customer in case of early payment. Invoices can be paid in accordance with the following terms, only the effective registration of funds in the Seller's bank account constitutes full payment: - invoices relating to Fresh Products must be paid by SEPA transfer within a maximum period of 21 days from their delivery; - invoices relating to Frozen Products must be paid by SEPA transfer within a maximum period of 30 days from delivery.

6.3. Penalty in case of delay or non-payment

Any delay or lack of payment by the Customer will give rise to the automatic application, without formal notice and from the day following the failure to comply with the deadline, of a late penalty equal to the interest rate applied by the Bank. The last refinancing operation increased by 10 percentage points. In this case, the rate applicable during the first half of the year in question will be the rate in force on 1st January of the year in question. For the second half of the year in question, it will be the rate in force on 1st July of the year in question. In addition, there will be a fixed compensation for the Customer for recovery costs in the amount of forty (40) euros, which may however be increased in the event that the Seller justifies higher costs.

Furthermore, in case of delay or non-payment when due, the Seller reserves the right to suspend or even automatically cancel the order and any other order and/or delivery of Products in progress, without prejudice to any compensation or other course of action. action, and request the return of the products.

ARTICLE 7. PRODUCT WARRANTY

The Seller undertakes to ensure that the Products comply in all respects with legal and regulatory obligations and current European standards.

Without prejudice to the applicable legal guarantees, the guarantees that the Seller grants for the Products are those granted by the Suppliers, both with regard to their duration and their conditions of execution. Furthermore, guarantees may only be implemented in the case of normal use of the Products in conditions corresponding to their characteristics and/or professional standards. They are excluded when the defect comes from misuse and/or poor conservation of the Product by the Customer, from a modification of the Product not foreseen or specified by the Seller and/or Supplier and/or a case of force majeure.

Any Product that may benefit from the application of the guarantee must be previously presented to the Seller to verify its defective nature; the Customer must present the delivery note or invoice. Interventions under the guarantee may not have the effect of extending the duration of the guarantee. Any shipping costs are the responsibility of the Customer.