

Any contract between a buyer and/or a user, on the one hand, and SEMMARIS, the company that manages Rungis Market, on the other hand, implies the acceptance of the present general conditions that shall prevail over any document or condition emanating from the co-contracting party, with the exception of special conditions. SEMMARIS reserves the right to modify the present general conditions at any time, with said modifications coming into effect with the first purchase made by the co-contracting party or by any other means by which they may be accepted.

GENERAL CONDITIONS OF SALE

Article 1: Purchasing entries to the Market

Rungis National Interest Market is accessible exclusively to professionals in possession of a Buyer's and/or access card or entry ticket as stated in the Internal Market Regulations. A Buyer's and/or access card can be created by SEMMARIS upon presentation of the necessary documents, also stated in the Internal Market Regulations, namely both sides of the manager's ID document, the log book(s) for the vehicle(s) that will be entering the Market, power of attorney and both sides of the ID document belonging to the agent acting on behalf of the manager of the company, where applicable, bank details, and an extract from the company's trade and companies register (or equivalent, depending on the company's legal status). SEMMARIS may, if need be, obtain the trade and companies register itself, at the request of and at the fixed-price expense of the Buyer and/or the User (based on the price in force on the date on which the service is purchased).

Buyer's and/or access cards can be applied for or renewed and credits purchased online via the Customer Area accessible at www.myrungis.com (the 'Customer Area') or from the Rungis Accueil reception desk team located at 24, rue des Meuniers - BP 40316 - 94152 Rungis cedex - Tel.: +33 (0)1 41 80 80 75 / Fax: +33 (0)1 41 80 80 79 / E-mail: rungis.accueil@semmaris.fr (the 'Reception'). The present General Conditions of Sale must be expressly accepted prior to any purchases being made and are also available in the Customer Area, from which they may be reproduced or saved. The Parties expressly agree, in accordance with Article 1369-6 paragraph 2 of the French Civil Code, that Articles 1369-4 paragraph 2 No. 1 to 5 and Article 1369-5 of the French Civil Code will not apply.

Beneficiaries of spaces at Rungis National Interest Market may also request that a Buyer's and/or access card be created for their employees and company vehicles. SEMMARIS creates Buyer's and/or access cards upon presentation by the beneficiary of the space of an exhaustive list of the employees concerned, stating both their surnames and forenames, and the registration certificates for the company's vehicles, to the Rungis Accueil reception desk team. Such requests may be submitted by post, by e-mail or via the Operator Area at www.rungisimmobilier.com (login details provided by SEMMARIS).

Buyer's and/or access cards reserved for the beneficiary of the space at Rungis National Interest Market take the form of a quarterly subscription offering unlimited access to Rungis National Interest Market in accordance with the conditions outlined in the Internal Market Regulations and according to the prices in force on the date on which the subscription is taken out.

Companies with spaces consisting exclusively of a cellar, an office (per 9m² of allocated space) or a parking space will be provided with a single Buyer's and/or access card in the form of a quarterly subscription.

All pricing conditions applicable to beneficiaries of spaces are available by contacting the Rungis Accueil reception desk.

Article 2: Prices

The administrative costs associated with the creation or renewal of a Buyer's and/or access card will be charged based on the prices in force on the date on which the card is created or renewed. Tickets purchased and entries credited to the Buyer's and/or access card will also be charged at the price in force on the date on which they are purchased.

In the event of loss, theft or malfunction, the Buyer and/or User may obtain a replacement Buyer's and/or access card upon presentation of a sworn statement of loss or theft or, failing this, upon the return of the faulty card. The Buyer and/or User will be required to pay the administrative costs that apply in the event of a card being lost or stolen.

Article 3: Services

The following list is liable to change, since SEMMARIS reserves the right to add or withdraw services at its discretion for any technical or commercial reason.

All Buyers may take advantage of the following services:

- Reception and introduction to the Market and to the applicable purchasing conditions;
- Displaying of the prices of products available at the Market, also available online on the public pages at www.myrungis.com;
- Access to the packaging recycling centre commonly referred to as the *Point Emballages* or 'Point E', subject to them obtaining a Point E badge and to the Point Emballages opening hours. The Buyer has a certain allowance, as per the conditions outlined in the *Point Emballages* Internal Regulations. Over and above this allowance, a charge based on the price in force on the date in question will apply when depositing packaging.

Possession of a Buyer's card gives the holder access to certain additional services provided by SEMMARIS in accordance with the following conditions:

- Collection of meal vouchers for use at the *Centre de Règlement des Titres* (CRT) and transferral of the corresponding payments to the holder of the Buyer's card;
- Access to the Customer Area at www.myrungis.com, subject to the acceptance of and compliance with the general conditions of use, notably enabling the Buyer and/or User to view copies of invoices and information relating to Buyer's and/or access cards;
- Issuing of a permit (sticker) enabling the Buyer to park in reserved spaces during trading hours.

Article 4: Payment terms

Invoices issued by SEMMARIS are to be settled with the head office at 1 rue de la Tour - B.P. No. 40316 - 94152 Rungis CEDEX (the 'Head Office'), regardless of the method of payment used. With the exception of monthly payments, invoices are to be settled within ten (10) days of the date on which the invoice is issued. Any delay in payment will result in the corresponding cards being blocked and automatic eligibility, with no obligation to issue notice, for a penalty calculated based on a rate equal to (at least) three (3) times the legal interest rate in place on the date on which the payment becomes due, using the following formula: (rate x value of invoices incl. taxes) x (number of days' delay/360). Interest will start to accrue on the day following the payment date stated on the invoice and will accrue until the day on which full payment for all amounts due is made. SEMMARIS may automatically apply said payment penalties to all amounts owed by the Buyer and/or User. Furthermore, the Buyer and/or User will automatically be required to pay a fixed debt recovery fee of forty (40) euros. In the event that the debt recovery fees incurred are in fact greater than this amount, SEMMARIS reserves the right to seek further compensation, subject to the provision of the corresponding supporting evidence.

Only credit card payments can be made via the Customer Area. In the event that it is not possible to debit the amounts due for any reason (blocked card/account, refusal on the part of the issuer, etc.), the sale will immediately be dissolved and the buying process cancelled. In order to help prevent online card fraud, SEMMARIS reserves the right to gather personal data notably including the banking details provided by the Buyer and/or User. This data will be processed in accordance with the stipulations of Article 6.

In the event of even partial failure to pay any invoice within the specified time frame, SEMMARIS reserves the right to call for the repayment of all amounts owed by the Buyer and/or User, on any grounds whatsoever, and to terminate the present agreement in accordance with the conditions outlined in Article 5 below. No compensation will be provided for any payments at the sole initiative of the Buyer and/or User, since the prior written agreement of SEMMARIS is required in such cases.

Article 5: Duration and termination

The present general conditions will come into force on the day on which they are accepted by the Buyer and/or the User. The Buyer's and/or access card is valid for two (2) years, provided that the company (or, by default, the entity that has been declared to the Rungis Accueil reception desk) is still in operation. The renewal of these cards implies the Buyer's and/or the User's acceptance of the general conditions in force on the date of the renewal and can only be completed upon presentation of the updated versions of the documents required to create the original records. Cards may be renewed up to a maximum of three (3) months prior to the date on which they expire.

Furthermore, SEMMARIS reserves the right to automatically terminate the present agreement with no obligation to issue notice and to cancel any cards held by any Buyer and/or User in the event of failure on the part of the Buyer and/or User to pay any amounts due by the date on which they fall due or should the Buyer and/or User fail to fulfil any of their obligations, including any breaches of the Internal Market Regulations.

Failure on the part of the Buyer and/or User to renew their Buyer's and/or access card will result in the card being classed as 'expired'. The Buyer and/or User may apply either to have any unused entries transferred to another account or to have them reimbursed within a period of one (1) year from the date of expiry. In the event of a refund being requested following the expiry of the account, the latter will then be classed as 'closed'.

In the event that the company should cease trading or that the present agreement should be terminated as a result of non-payment or failure on the part of the Buyer and/or User to fulfil their obligations or at the request of the Buyer and/or User, the latter will be able to obtain a reimbursement of any unused entries within a maximum period of six (6) months from the date on which the account is closed.

All requests for reimbursements or for the transferral of entries must be submitted by post or e-mail or hand-delivered to the head office with acknowledgement of receipt. The reimbursement will be issued by cheque (made out to the Buyer and/or User or, where appropriate, to the administrator or liquidator) and sent by return of post within a maximum period of three (3) months from the date on which the corresponding request is received by post, minus the reimbursement fee that applies at the time at which the account is closed. Reimbursement fees apply to each set of records. Outside of the reimbursement period applicable in accordance with the above stipulations, the balance of entries will automatically return to zero (0) and the Buyer and/or User may not submit any form of claim in this respect.

All access cards that have remained inactive for the past five (5) years shall be considered to have commercially lapsed. The balance of entries remaining on said cards will automatically return to zero (0) and the Buyer or User concerned will not be able to request a reimbursement.

In the event that an employee should leave the company or that a company vehicle used by the recipient of a space should be removed from the company's service, it is the responsibility of the recipient of said space to submit a request to cancel the card to the Rungis Accueil reception desk. Such requests may be submitted by post, by e-mail or via the Operator Area at www.rungisimmobilier.com and will result in a credit note being issued on a pro-rata basis based on the quarterly subscription on the date on which the request is received.

Article 6: Privacy and data protection

All personal data shared, where necessary, with SEMMARIS ('Data') is protected in accordance with the provisions of modified French Data Protection Act, law No. 78-17 of 6th January 1978 (the *Loi Informatique et Libertés*). As stipulated in Article 3 of this law, SEMMARIS is responsible for the processing of the data in question. The *Commission Nationale de l'Informatique et des Libertés* (French National Data Protection Commission) has been informed of this processing of personal information in accordance with the French Data Protection Act.

The data in question will be processed within SEMMARIS only and will be sent to the departments concerned with its processing for administrative and commercial management purposes. With this in mind, it may be shared with a service provider in the framework of Article 35 of law No. 78-17. Furthermore, certain Data may be shared with operators operating at the Market to enable the latter to verify that a given Buyer is indeed a customer and that they are in possession of a valid Buyer's card prior to any purchases taking place. Data will not be transferred with any State outside of the European Economic Area.

According to the French Data Protection Act, anyone whose personal data is processed is entitled to access and rectify any data relating to them. They may also object to the processing of said personal data on legitimate grounds. These rights may be exercised by writing to the SEMMARIS head office or by e-mailing rungis.accueil@semmaris.fr. The Buyer and/or User agrees to share with any party concerned in the framework of the present paragraph - and whose data may, where necessary, have been shared with SEMMARIS by the Buyer and/or User and who may not have expressly accepted the present conditions - the information provided in the framework of the present article.

Article 7: Responsibility

SEMMARIS may only be held responsible in the event of failure to fulfil its key obligations in accordance with the present conditions, with the notable exception of any damages caused by any failings or actions on the part of a third party or of the Buyer or the User or resulting from an incident of force majeure. SEMMARIS rules out the possibility of any compensation being paid to the Buyer and/or User in virtue of any damages that do not stem directly from any failure to fulfil any of these key obligations, any gross misconduct or negligence on the part of the latter or any personal injury. In the event of SEMMARIS being found to be responsible for any shortcomings, only certain direct and personal damages shall be eligible for compensation, with the notable but not sole exception of any indirect damages, such as financial and commercial damages, lost earnings, interruption to business or loss of data.

The Parties may not be held responsible for any failure resulting from circumstances beyond their control demonstrating the same characteristics as an incident of force majeure.

Article 8: Applicable law and jurisdiction

The present contractual provisions are governed by French law. In the event of a dispute, the Courts of Créteil shall have sole jurisdiction.

10/06/2016

Date and signature, preceded by the words 'Read and approved'