

## GENERAL TERMS AND CONDITIONS OF SALE - MALTERIE DU CHATEAU

### FOR PROFESSIONAL CLIENTS

#### *Preamble*

The website "www.castlemalting.com" (the "**Site**") is owned by the company MALTERIE DU CHATEAU, a public limited company with headquarters at 94 Rue de Mons (Belgium) – 7970, registered with the CBE under number 0455.013.439 ("**Seller**"). The Seller's products may be purchased through various sales channels; this section of the General Terms and Conditions of Sale (hereinafter "**GTC**") applies only to purchases made by a professional for their business needs from the Site ("**Buyer**"). The Seller reserves the right to modify these GTC at any time, and the applicable conditions are those in force on the date the order is placed by the Buyer as communicated to the Buyer before the purchase. Any order placed on this Site implies the full prior consultation and acceptance of these GTC. This acceptance by the Buyer is materialised as soon as they check the box "*I accept the general terms and conditions of sale*". The fact that the Seller does not invoke one or more provisions of these GTC cannot in any way be considered a waiver of such provisions. These GTC complement the specific sales conditions displayed on the screen (product name, price/rate, weight, etc.) and confirmed when placing the order and exclude any general purchasing conditions of the Buyer.

#### **Article 1. OBJECT OF THE GTC**

These GTC aim to define the rights and obligations of the Buyer and the Seller with respect to the products sold on the Site ("**Products**") within a remote sales system. The sales contract established in case of an effective order within this framework falls under the regulation of remote sales, as well as the specific provisions mentioned below.

#### **Article 2. ORDERS - CONTRACTS**

The purchase of Products by the Buyer is subject to placing orders (the "**Order(s)**"), or a purchase contract (the "**Contract**").

The Order and/or the Contract shall be the only commitment authorisation for the Seller related to the supply of Products or services.

Orders and/or Contracts are placed according to the agreed-upon terms. An Order and/or a Contract is binding when it is confirmed or executed, even partially, by the Seller. Orders and/or Contracts are valid within the limits of available stocks and on the condition that the Buyer is up to date with the payments due to the Seller. The Seller may condition the validity of an Order and/or a Contract on a minimum volume, which the Buyer acknowledges and accepts. In this respect, the Buyer is subject to a volume commitment and thus agrees to order the said minimum volume mentioned in the Contract or the Order until its term.

If an ordered product becomes unavailable, the Buyer will be informed of this unavailability as soon as possible by email or by letter. In case of unavailability for more than fifteen (15) days, the Buyer may cancel the order by contacting Customer Service (whose contact details appear in Article 13).

The benefit of the Order and/or the Contract is personal to the Buyer and cannot be transferred without the Seller's consent. Any modification or cancellation of an Order requested by the Buyer can only be considered if it reaches the Seller in writing within twenty-four (24) hours from the day the order confirmation is sent by email and if expressly accepted in writing by the Seller. Any modification or cancellation of a Contract requested by the Buyer must be negotiated between the two parties and accepted in writing by the Seller before the order is confirmed by the latter.

In the event of production constraints and/or supply difficulties of raw materials used in the Products' composition duly justified, regardless of the cause, the Seller reserves the right to allocate the available quantities per product and delivery point to ensure equal access for its customers to its Products. Under these difficulties, the Seller will not accept any logistical penalty.

### **Article 3. DELIVERIES**

Products are delivered according to the agreed-upon terms in writing (timeframe, location, terms...). In the absence of specific details in the Order and/or the Contract, the delivery is made according to the following Incoterms (INCOTERMS 2020 version):

- Delivery by availability: Incoterm EXW
- Delivery with transport: Incoterm DAP
- Free-Carrier: Incoterm FCA
- Carriage Paid To: Incoterm CPT
- Carriage and Insurance Paid To: Incoterm CIP
- Free On Board: Incoterm FOB
- Cost and Freight: Incoterm CFR
- Cost, Insurance, and Freight: Incoterm CIF

**Delivery times are indicated as accurately as possible but are only indicative.** Delivery delays cannot give rise to damages, penalties, retention, modification, or cancellation of Orders and/or Contracts in progress without the express written consent of the Seller. All delays due to unforeseen circumstances or force majeure as defined in Article 8, preventing the manufacturing, production, shipping, handling, transport, or delivery of Products, cannot give rise to any damages or penalties in favour of the Buyer.

Deliveries are made only based on availability and in the order of arrival of Orders and/or Contracts. The Seller is authorised to make deliveries either in full or in part. In case of partial delivery, each delivery will be considered as a complete commercial operation, which must be accompanied by proportional payment to the quantity delivered.

Delivery slips are currently sent by email for orders delivered within the EU. However, for export orders, a full set of documents is issued based on the Incoterms negotiated with the Buyer and the regulations in force in the destination country.

The good condition of the departure load and its materiality are deemed established upon the signing of shipping documents by the first carrier. Regardless of the transport method and the price payment conditions for transport, all damages caused to the Products during their transport shall not, in any way, exempt the Buyer from paying the total price to the Seller.

Furthermore, where technically possible, the Buyer agrees to carry out a qualitative and quantitative check of the delivered Products upon delivery and to mention it in writing on the delivery note or any related document.

In addition, any apparent anomaly regarding a delivery (delivered Products, number of units, condition of packaging...) must be subject to a reservation on the delivery document/waybill (CMR), on one hand, and notified in writing by the Buyer to the Seller within a maximum of forty-eight (48) business hours from the delivery with all useful evidence allowing the Seller to verify the legitimacy of the complaint (photograph, description of the anomaly...) on the other hand. In the absence of such action (e.g., acceptance of delivery without reservation on the delivery document), the Products will be deemed to have been delivered as specified. An apparent anomaly means any anomaly that should normally be detected by a transport professional or a reasonably careful and informed buyer.

All deliveries are made on pallets, so ground-level access is essential. If it is essential for the Buyer that the carrier has a tail lift and/or pallet truck, it must be indicated at the time of the order in the designated field. The type of truck used for deliveries is a 19-ton or 26-ton truck. The use of a smaller or different truck due to specific delivery constraints (e.g., historic city center, narrow street, etc.) will incur additional costs, which will be subject to a specific quote. The customer will then be notified by Customer Service as soon as possible, and if they do not wish to pay the additional fees, they may cancel the order. Any plastic or certified Europe pallet will no longer be taken back.

#### **Article 4. STORAGE**

The Seller ensures compliance with optimal storage and preservation conditions for its products. Their liability cannot be engaged after delivery to the Buyer in case of defects on the product attributable to poor storage conditions. The Buyer must ensure the care and optimal preservation of the products at their own expense, risks, and under conditions compatible with the perishable nature of the sold Products.

#### **Article 5. COMPLAINTS AND RETURNS**

Complaints regarding the quality or non-compliance of Products, excluding any transport-related dispute, must be made to Customer Service within twenty (20) days of receipt (Article 13). Beyond this twenty (20) day period, the Seller reserves the right to refuse the registration of the complaint made by the Buyer.

Regardless of the above, the Seller's liability to the Buyer and third parties, whether based on contract or tort, shall be limited to either replacing the Product or covering the VAT-exclusive amount of the relevant order. Additionally, the Seller shall not be held responsible for any indirect or intangible damages (such as loss of profit, loss of clientele) arising from the performance of the Order or Contract.

The Seller's liability will also be automatically released in case of non-compliance by the user with specific instructions for the use, storage, or preservation of the Products.

Any return of Product must be subject to prior formal and written agreement between the Seller and the Buyer. In the absence of such an agreement, any returned product would be held at the Buyer's disposal and would not be taken back by the Seller.

Returned Products are accompanied by a return slip and must be in the condition in which they were delivered by the carrier. Returns not compliant with the above procedure will result in the loss for the Buyer of any deposits paid, and the invoicing of all costs (storage, etc.) incurred by the Seller due to such Products.

Finally, any action against the Seller, on any grounds, contractual or tortious, is prescribed after a period of six (6) months from the delivery of the concerned Products or from the occurrence of the event likely to justify the action, with the first of these dates being retained.

## **Article 6. PRICE**

The prices of the Products are detailed in the current price list at the time of the Order, as displayed on the Site. All prices are indicated in euros (€) and are exclusive of tax, to which VAT will be applied at the current rate on the order date and will be increased by transport, preparation, and packaging fees as displayed on the Site before order confirmation and payment. These prices are based in particular on the costs of raw materials in the cereal industry, packaging, transport, and production (labour, energy) and some ancillary costs, taking into account, among other things, the forecasted purchase costs averaged over the validity period of the rate from its effective date. They are set in consideration of the existing economic environment on the date the GTC are sent by the Seller to the Buyer, in accordance with the legal provisions in force. If, due to a system error, a discrepancy between the prices or the final amounts displayed should be observed, the Seller reserves the right to correct these errors after the Order is validated. If such a situation arises, the Seller will inform the Buyer and propose an appropriate solution.

Notwithstanding any contrary clause provided in the Order and/or Contract concluded between the Seller and the Buyer, the Product price list may be revised at any time by a simple update, which the Buyer accepts. In the event that the Seller and the Buyer have agreed on a fixed price for a specific period, this price change must be notified to the Buyer at least two (2) weeks before the effective date, and in case of an upward price change, duly documented to justify the change.

## **Article 7. PAYMENT**

### **7.1. Terms**

Placing an order and payment requires creating an account. Payment can be made using the following methods:

- **By credit card:** Payment can be made online by credit card, through the SERVICES -> PAYMENTS tab. The credit cards accepted on the Site are: Mastercard, VISA, VISA Electron, Maestro, American Express (AMEX). An additional 1% fee is applied for payments made with a credit card. To ensure payment security, the Site uses the secure payment service of our partner Ingenico. This service incorporates the PCI DSS (Payment Card Industry Data Security Standard) level 1 security standard, the highest standard established by the payment card industry to ensure that card data is processed, stored, or transmitted in a secure environment. Bank card data provided when ordering is only used by the Seller to carry out the transaction. Confidential data (16-digit credit card number, expiration date, visual cryptogram) is transmitted encrypted directly to our payment provider and is never transmitted through our server.

- **By bank transfer:** Payment can also be made by bank transfer to the Seller's account, whose bank details are:
  - IBAN: BE11 3700 9054 5648  
BIC (SWIFT): BBRUBEBB  
Account holder: LA MALTERIE DU CHATEAU SA, RUE DE MONS 94, 7970 BELOEIL  
Company number: 0455013439
  - IBAN: BE11 1931 2421 1248  
BIC (SWIFT): CREGBEBB  
Account holder: LA MALTERIE DU CHATEAU SA, RUE DE MONS 94, 7970 BELOEIL  
Company number: 0455013439
- **PayPal :** [accounting@castlemalting.com](mailto:accounting@castlemalting.com)

## 7.2. Payment terms

Unless otherwise specified and subject to not exceeding any legal limits provided by law, payments will be made within a maximum of thirty (30) days from the invoice date, according to the provisions of each Order and/or Contract. No discount is granted by the Seller. In case of deferred or term payment, the mere issuance of a negotiable instrument does not constitute payment within the meaning of this article.

Payment terms cannot be delayed under any pretext (absence of mention on an invoice...), even in dispute (alleged non-compliance of a product...), and the Buyer cannot claim any compensation unless legal conditions are met. In case of non-payment within the time limits of this article, the Seller may demand cash payment for any subsequent order.

## 7.3. Delays

In case of late payment, the Seller may suspend all ongoing Orders without prejudice to any other course of action.

Any amount not paid by the due date on the invoice will incur daily penalties at a rate equal to the applicable legal interest rate in commercial transactions (12.5% for the 2nd semester 2024, M.B. 30/07/2024) under the law of 02/08/2002 on combating late payment in commercial transactions, amended by the laws of 22 November 2013 (M.B. 10/12/2013) and 14 August 2021 (M.B. 30/08/2021). These penalties run until full payment of the debt. These penalties will be due the day following the invoice due date without the need for a reminder, upon simple request by the Seller.

A statutory flat-rate indemnity for recovery costs of 40 euros will also be automatically due. However, if recovery costs incurred exceed these 40 euros, the Buyer shall reimburse the additional costs incurred for recovering the sums due, including bailiff fees, upon presentation of receipts.

In case of non-payment, fifteen (15) days after a notice of default remains unfulfilled, the sale will be automatically cancelled at the Seller's discretion, who may request, in summary proceedings, the

return of the products, without prejudice to any other damages. If payment is in instalments, the failure to pay a single instalment will make the entire debt immediately due without notice.

#### **Article 8. FORCE MAJEURE**

In the event of an event deemed force majeure under article 5.226 of the Civil Code, the Seller may, as of right and if deemed necessary, suspend or cancel ongoing orders without recourse for the Buyer. The Seller undertakes to inform the Buyer without delay by any written means and to justify the claimed force majeure event.

The following events are deemed to constitute a case of force majeure, even if they do not meet all legal conditions, provided they hinder the performance or disrupt the financial balance of agreed commitments: total or partial strikes, whether internal or external to the Seller or its contractual partners (including suppliers), lockouts, adverse weather, epidemics, health crises, shortage or unavailability of raw materials or Products sold by the Seller, increase in the cost of raw materials or Products sold or in the Seller's transportation or service provider costs, supplier and service provider failures affecting the Seller's ability to fulfil its own obligations, blockage of transportation or supply channels for any reason, natural disaster, earthquake, fire, storm, flood, extreme weather conditions, accidents affecting the production and storage of Products, administrative decisions, riots, or war.

#### **Article 9. HARDSHIP**

Pursuant to the provisions of Article 5.74 of the Civil Code, the Seller may seek to renegotiate the price elements and defined capacity volumes with the Buyer if an exceptional and unforeseeable change in circumstances at the conclusion of the Contract and/or Order makes performance excessively onerous, the Seller not having agreed to bear the risk alone. Renegotiation will be conducted in good faith and will focus solely on delivery capacities and/or agreed Product prices. The renegotiation cannot exceed four (4) weeks from the Seller's notification of the event and its consequences to the Buyer. After this period, the Seller may petition the competent business court president to adapt them to the context. The Seller and the Buyer alone will decide whether to terminate the Contract and/or Order in its entirety the provisions of Articles VI.91/3, VI.91/4, and VI91/5 will remain applicable to this termination.

#### **Article 10. RETENTION OF TITLE**

Products remain the property of the Seller until full payment of the principal, fees, and accessories. Any contrary clause is deemed unwritten.

Until full payment and after delivery, Products are under the custody of the Buyer, who must bear the risks they might incur or cause, whatever the reason, even in cases of force majeure or third-party actions.

In the event of bankruptcy, judicial reorganization, sale or continuation plan, liquidation of the Buyer's assets, the Seller may at any time demand the return or proceed with the collection of Products belonging to it from the Buyer's premises, and the Buyer expressly authorizes this in advance in case of non-payment by the due date. The Buyer will then issue the corresponding credit note. If the Products have been resold, the Seller reserves the right to claim the price.

In all cases, received payments will be applied first to Products that are not recovered in kind.

The Buyer acknowledges having read the retention of title clause and agrees to subscribe to it without restriction or reservation.

### **Article 11. EVIDENCE AGREEMENT**

The Buyer and the Seller expressly agree on this evidence agreement, in accordance with Articles 8.2 and 8.7 of the Civil Code applicable to their contractual relations. Thus, the following are binding on the Buyer and the Seller:

- (i) documents and elements of any kind validated (clicked on) on an online service of the Seller
- (ii) documents and elements of any kind signed digitally (signature on tablet in particular) or through electronic signature solutions and platforms. Only tools provided to its clients and partners by the InVivo Group will be binding;
- (iii) documents and elements exchanged electronically and validly received in any form (emails, electronic messaging, SMS, electronic registered letters...).

Each party is responsible for informing its employees of the validity of these documents. Each party keeps dematerialised documents as they see fit. Neither party guarantees the other a preservation obligation for these documents. Identification and login data from the InVivo Group's or its providers' information systems are evidence between the parties.

### **Article 12. APPLICABLE LAW AND JURISDICTION**

THE PRESENT GTC AND THE SALES CONTRACT ARE SUBJECT TO BELGIAN LAW. THE APPLICATION OF THE 1980 VIENNA CONVENTION ON INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.

IN CASE OF DISPUTE THAT THE PARTIES CANNOT RESOLVE AMICABLY WITHIN TEN (10) CALENDAR DAYS FROM THE NOTIFICATION OF THE MOST DILIGENT PARTY, WHETHER RELATING TO THE INTERPRETATION OR EXECUTION OF THESE TERMS, OR MORE GENERALLY TO THE COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES, EVEN IN CASE OF EMERGENCY, EXCLUSIVE JURISDICTION IS GRANTED TO THE BUSINESS COURT WITH JURISDICTION OVER THE SELLER'S HEADQUARTERS, WHETHER THERE ARE MULTIPLE DEFENDANTS OR A WARRANTY CLAIM.

### **Article 13. CUSTOMER SERVICE**

Any correspondence or complaint should be addressed to the following contact details: LA MALTERIE DU CHATEAU, SA – 94 Rue de Mons (Bel) – 7970 Beloeil, Belgium.

Or via email: [info@castlemalting.com](mailto:info@castlemalting.com), or through the official website of La Malterie du Château SA: [www.castlemalting.com](http://www.castlemalting.com), under the CONTACT US tab.

### **Article 14. PERSONAL DATA**

As part of the Site's operation, the Seller processes Personal Data.

These processes are carried out in accordance with the European Regulation 2016/679 of 27 April 2016 (known as "GDPR") and applicable national laws regarding the processing of personal data and the

protection of privacy. For more information in this regard, the Buyer can refer to the Seller's Privacy Statement as mentioned on the Site.

## **FOR INDIVIDUAL CUSTOMERS**

### ***Preamble***

The website "www.castlemalting.com" (the "**Site**") is owned by the company MALTERIE DU CHATEAU, a public limited company with headquarters at 94 Rue de Mons (Belgium) – 7970, registered with the CBE under number 0455.013.439 ("**Seller**"). The Seller's products can be purchased through various sales channels; this section of the General Terms and Conditions of Sale (hereinafter "**GTC**") applies only to purchases made by a consumer customer for personal (non-professional) use from the Site ("**Buyer**"). The Seller reserves the right to modify these GTC at any time, and the applicable conditions are those in force on the date the order is placed by the Buyer as communicated to the Buyer before the purchase. Any order placed on this Site implies the full prior consultation and acceptance of these GTC. This acceptance by the Buyer is materialised as soon as they check the box "*I accept the general terms and conditions of sale*". These GTC complement the specific sales conditions displayed on the screen (product name, price/rate, weight, etc.) and confirmed when placing the order. The fact that the Seller does not invoke one or more stipulations of the GTC or a right cannot be considered a waiver.

### **Article 1. OBJECT OF THE GTC**

These GTC aim to define the rights and obligations of the Buyer and the Seller with respect to the products sold on the Site ("**Products**") within a remote sales system. The sales contract established in case of an effective order within this framework falls under the regulation of remote sales, as well as the specific provisions mentioned below.

### **Article 2. ORDERS**

The purchase of Products by the Buyer is subject to placing orders (the "**Order(s)**").

The Order shall be the only commitment authorization for the Seller related to the supply of Products or services.

Orders are placed according to the agreed-upon terms. An Order is binding when it is confirmed or executed, even partially, by the Seller. Orders are valid within the limits of available stocks and on the condition that the Buyer is up to date with payments due to the Seller. The Seller may condition the validity of an Order on a minimum volume, which the Buyer acknowledges and accepts. In this respect, the Buyer is subject to a volume commitment and thus agrees to order the said minimum volume mentioned in the Order.

If an ordered product becomes unavailable, the Buyer will be informed of this unavailability as soon as possible by email or by letter. In case of unavailability for more than fifteen (15) days, the Buyer may cancel the order by contacting Customer Service (whose contact details appear in Article 12).

The benefit of the Order is personal to the Buyer and cannot be transferred without the Seller's consent.



### **Article 3. RIGHT OF WITHDRAWAL**

In accordance with Article VI.47 of the Code of Economic Law, the Buyer has a period of fourteen (14) days from the receipt of the products to exercise their right of withdrawal without needing to justify their decision.

In accordance with the provisions of Article VI.53 of the Code of Economic Law, the right of withdrawal cannot be exercised for orders concerning the supply of goods that have been unsealed after delivery and cannot be returned for reasons of hygiene or health protection.

This right of withdrawal is exercised without penalty, except for return costs, which are the responsibility of the Buyer. To exercise their right of withdrawal, the Buyer must inform the Seller in writing within fourteen (14) days following the receipt of the order, particularly by using the withdrawal form provided with the order confirmation or available here at the following address: MALTERIE DU CHATEAU, a public limited company – 94 Rue de Mons (Belgium) – 7970.

The Buyer must return the goods to the Seller (1 Rue de l'Orbette 7011 Mons (Ghlin) Belgium) or ask the Seller for the possibility of arranging the return, without excessive delay and at the latest within fourteen (14) days following the communication of their decision to withdraw. The Buyer exercising their right of withdrawal under the conditions set out in this article will be refunded the price of the returned products as well as the delivery costs of the order at the standard rate, in accordance with and under the conditions provided in Article VI.51 of the Code of Economic Law. The refund will be made using the payment method used for the initial transaction, unless the Buyer expressly agrees to another refund method.

### **Article 4. DELIVERIES**

The order is prepared by the Seller and delivered by the carrier. A delivery time is indicated on the Site (Delivery Section). Unless otherwise stated in said section, it is six (6) business days from the receipt of payment and confirmed before order confirmation and payment.

Exceeding this deadline due to force majeure as defined in Article 9 cannot give rise to any reduction in the price paid by the Buyer or any compensation for damages. In the event of force majeure, the Buyer will be informed by Customer Service as soon as possible, and the parties will consult to decide the future of the order, with the Buyer having the right to cancel the order and obtain a refund. The availability terms stipulated in Article 2 "Orders" will then apply by default.

All deliveries are made on pallets, so ground-level access is essential. If it is essential for the Buyer that the carrier has a tail lift and/or pallet truck, it must be indicated at the time of the order in the designated field. The type of truck used for deliveries is a 19-ton or 26-ton truck. The use of a smaller or different truck due to specific delivery constraints (e.g., historic city center, narrow street, etc.) will incur additional costs, which will be subject to a specific quote. The customer will then be notified by Customer Service as soon as possible, and if they do not wish to pay the additional fees, they may cancel the order.

### **Article 5. STORAGE**

The Seller ensures compliance with optimal storage and preservation conditions for its products. Their liability cannot be engaged after delivery to the Buyer in case of defects on the product attributable to

poor storage conditions. The Buyer must ensure the care and optimal preservation of the products at their own expense, risks, and under conditions compatible with the perishable nature of the sold Products.

## **Article 6. CLAIMS AND LEGAL WARRANTY**

### **6.1 Claims**

Complaints regarding the quality or non-compliance of Products, excluding any transport-related dispute, must be made to Customer Service within twenty (20) days of receipt (Article 12). Beyond this twenty (20) day period, the Seller reserves the right to refuse the registration of the complaint made by the Buyer.

### **6.2 Legal Warranty**

The Seller warrants the products it sells in accordance with the law of September 1, 2004, concerning consumer protection in the sale of consumer goods (Articles 1649 bis to 1649 octies of the Civil Code).

A Buyer who observes the non-compliance of a sold product within two (2) years of delivery must notify the Seller within twenty (20) days of the finding by registered letter sent to the Seller's headquarters (Customer Service: Article 12). This warranty only covers non-compliance defects existing at the time of delivery of the goods. Defects or damages due to misuse, such as water damage, oxidation, falls or impacts, negligence, and wear and tear, are not covered by the warranty.

The provisions of Articles 1641 et seq. of the Civil Code regarding hidden defects are fully applicable. The products sold are warranted against hidden defects for a period of one (1) year from their delivery or handover. The warranty can only be implemented if the following conditions are met: (1) the defect makes the product significantly unsuitable for the use to which it is typically intended or for a special use expressly mentioned in the specific sales conditions, and (2) the product is or has been used under normal conditions. To claim the benefit of the warranty, the Buyer must notify their claim concerning hidden defects by registered letter sent to the Seller's headquarters (Customer Service: Article 12) within a maximum of one (1) month after they have or should have normally noticed the defects.

The delivery note serves as a warranty certificate and must be kept by the consumer and produced in its original form.

## **Article 7. PRICE**

The prices of the Products are detailed in the current price list at the time of the Order, as displayed on the Site. All prices are indicated in euros (€) and are exclusive of tax, to which VAT will be applied at the current rate on the order date and will be increased by transport, preparation, and packaging fees as displayed on the Site before order confirmation and payment. These prices are based in particular on the costs of raw materials in the cereal industry, packaging, transport, and production (labour, energy) and some ancillary costs, taking into account, among other things, the forecasted purchase costs averaged over the validity period of the rate from its effective date. They are set in consideration of the existing economic environment on the date the GTC are sent by the Seller to the Buyer, in accordance with the legal provisions in force. If, due to a system error, a discrepancy between the prices or the final amounts displayed should be observed, the Seller reserves the right to correct these errors after the Order is validated. If such a situation arises, the Seller will inform the Buyer and propose an appropriate solution.

Notwithstanding any contrary clause provided in the Order, the Product price list may be revised at any time by a simple update, which the Buyer accepts.

## **Article 8. PAYMENT**

### **8.1. Terms**

Placing an order and payment requires creating an account. Payment can be made using the following methods:

- **By credit card:** Payment can be made online by credit card, through the SERVICES -> PAYMENTS tab. The credit cards accepted on the Site are: Mastercard, VISA, VISA Electron, Maestro, American Express (AMEX). An additional 1% fee is applied for payments made with a credit card. To ensure payment security, the Site uses the secure payment service of our partner Ingenico. This service incorporates the PCI DSS (Payment Card Industry Data Security Standard) level 1 security standard, the highest standard established by the payment card industry to ensure that card data is processed, stored, or transmitted in a secure environment. Bank card data provided when ordering is only used by the Seller to carry out the transaction. Confidential data (16-digit credit card number, expiration date, visual cryptogram) is transmitted encrypted directly to our payment provider and is never transmitted through our server.
  
- **By bank transfer:** Payment can also be made by bank transfer to the Seller's account, whose bank details are:
  - IBAN: BE11 3700 9054 5648  
BIC (SWIFT): BBRUBEBB  
Account holder: LA MALTERIE DU CHATEAU SA, RUE DE MONS 94, 7970 BELOEIL  
Company number: 0455013439
  
  - IBAN: BE11 1931 2421 1248  
BIC (SWIFT): CREGBEBB  
Account holder: LA MALTERIE DU CHATEAU SA, RUE DE MONS 94, 7970 BELOEIL  
Company number: 0455013439
  
- **PayPal :** [accounting@castlemalting.com](mailto:accounting@castlemalting.com)

### **8.2. Payment terms**

Unless otherwise specified and subject to not exceeding any legal limits provided by law, payments will be made within a maximum of thirty (30) days from the invoice date, according to the provisions of each Order and/or Contract. No discount is granted by the Seller. In case of deferred or term payment, the mere issuance of a negotiable instrument does not constitute payment within the meaning of this article.

Payment terms cannot be delayed under any pretext (absence of mention on an invoice...), even in dispute (alleged non-compliance of a product...), and the Buyer cannot claim any compensation unless legal conditions are met. In case of non-payment within the time limits of this article, the Seller may demand cash payment for any subsequent order.

### **8.3. Delays**

In case of late payment, the Seller may suspend all ongoing Orders without prejudice to any other course of action.

If the Buyer does not fulfil their payment obligation(s) on time, and after a grace period of fourteen (14) days granted by a payment reminder issued by the Seller, they are liable for interest on the unpaid amount at the reference interest rate plus 8 percentage points and rounded to the nearest half-percentage point (Art. 5 of the law 02/08/2002) from the first day following the aforementioned payment reminder. In addition, in this case, the Seller is also entitled to compensation equal to the maximum amounts provided by the law of May 4, 2023, on consumer debt in the Code of Economic Law (20 EUR for each debt up to 150 EUR, 30 EUR for each debt between 150.01 EUR and 500 EUR, plus 10% of the remaining amount on the portion between 150.01 EUR and 500 EUR, and 65 EUR for each debt over 500 EUR, plus 5% of the amount on the portion above 500 EUR and up to a maximum of 2,000 EUR).

In case of non-payment, fifteen (14) days after a notice of default remains unfulfilled, the sale will be automatically cancelled at the Seller's discretion, who may request, in summary proceedings, the return of the products, without prejudice to any other damages.

### **Article 9. FORCE MAJEURE**

In the event of an event deemed force majeure under article 5.226 of the Civil Code, the Seller may, as of right and if deemed necessary, suspend or cancel ongoing orders without recourse for the Buyer. The Seller undertakes to inform the Buyer without delay by any written means and to justify the claimed force majeure event.

The following events are deemed to constitute a case of force majeure, even if they do not meet all legal conditions, provided they hinder the performance or disrupt the financial balance of agreed commitments: total or partial strikes, whether internal or external to the Seller or its contractual partners (including suppliers), lockouts, adverse weather, epidemics, health crises, shortage or unavailability of raw materials or Products sold by the Seller, increase in the cost of raw materials or Products sold or in the Seller's transportation or service provider costs, supplier and service provider failures affecting the Seller's ability to fulfil its own obligations, blockage of transportation or supply channels for any reason, natural disaster, earthquake, fire, storm, flood, extreme weather conditions, accidents affecting the production and storage of Products, administrative decisions, riots, or war.

### **Article 10. RETENTION OF TITLE**

Products remain the property of the Seller until full payment of the principal, fees, and accessories. Any contrary clause is deemed unwritten.

Until full payment and after delivery, Products are under the custody of the Buyer, who must bear the risks they might incur or cause, whatever the reason, even in cases of force majeure or third-party actions.

In the event of bankruptcy, judicial reorganization, sale or continuation plan, liquidation of the Buyer's assets, the Seller may at any time demand the return or proceed with the collection of Products belonging to it from the Buyer's premises, and the Buyer expressly authorizes this in advance in case of non-payment by the due date. The Buyer will then issue the corresponding credit note. If the Products have been resold, the Seller reserves the right to claim the price.

In all cases, received payments will be applied first to Products that are not recovered in kind.

The Buyer acknowledges having read the retention of title clause and agrees to subscribe to it without restriction or reservation.

### **Article 11. APPLICABLE LAW AND JURISDICTION**

THE PRESENT GTC AND THE SALES CONTRACT ARE SUBJECT TO BELGIAN LAW. THE APPLICATION OF THE 1980 VIENNA CONVENTION ON INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.

IN CASE OF DISPUTE THAT THE PARTIES CANNOT RESOLVE AMICABLY WITHIN TEN (10) CALENDAR DAYS FROM THE NOTIFICATION OF THE MOST DILIGENT PARTY, WHETHER RELATING TO THE INTERPRETATION OR EXECUTION OF THESE TERMS, EVEN IN CASE OF URGENCY, EXCLUSIVE JURISDICTION IS GRANTED TO THE COURTS OF THE DISTRICT WHERE THE SELLER'S HEADQUARTERS ARE LOCATED, WHETHER THERE ARE MULTIPLE DEFENDANTS OR A WARRANTY CLAIM. THIS JURISDICTION ALSO APPLIES IN SUMMARY MATTERS. NOTWITHSTANDING THE ABOVE, IN THE EVENT THAT THE SELLER IS SUMMONED BEFORE ANOTHER JURISDICTION, THEY RESERVE THE RIGHT TO SUMMON THE BUYER BEFORE THAT COURT.

### **Article 12. CUSTOMER SERVICE**

Any correspondence or complaint should be addressed to the following contact details: LA MALTERIE DU CHATEAU, SA – 94 Rue de Mons (Bel) – 7970 Beloeil, Belgium.

Or via email: [info@castlemalting.com](mailto:info@castlemalting.com), or through the official website of La Malterie du Château SA: [www.castlemalting.com](http://www.castlemalting.com), under the CONTACT US tab.

### **Article 13. PERSONAL DATA**

As part of the Site's operation, the Seller processes Personal Data.

These processes are carried out in accordance with the European Regulation 2016/679 of 27 April 2016 (known as "GDPR") and applicable national laws regarding the processing of personal data and the protection of privacy. For more information in this regard, the Buyer can refer to the Seller's Privacy Statement as mentioned on the Site.