

FACTURE

Original
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PURATOS FRANCE
Agence de Bordeaux
8 Rue Gutenberg
33170 GRADIGNAN
Tél : 05 57 77 06 77
TVA: FR08552004236
N° Agrément Sanitaire : 33 013 003 CE
N° d'accise : INT 061 0001

Adresse de Livraison
[SAISON PATISSERIE
07 RUE DU MARCHE AUX TRUFFES
46230 LALBENQUE

Adresse de Facturation
[SAISON PATISSERIE
07 RUE DU MARCHE AUX TRUFFES
46230 LALBENQUE

Facture : 7725102364 / 40194655

Date : 10.06.2025

Client : 6007933

Tél : +33 (06) 30 44 77 28

Numéro de TVA : FR13907665731

Repr. : GARANCHER VALENTIN

Quantité	Unité	Article	Description	TVA %	Prix Un.	Remise/ Surcharge	Mont.Net HT
Bon d'exp. :		Route :	Ordre : 70207217	Date Ordre : 10.06.2025		Référence : Stage Végétale 22 Mai 2025	
1,00	ST	9602322	Physical Training	20 %	165,00/PC		165,00 EUR

Participation de Deloret Anne-Lise au stage Végétale du 22 Mai 2025

Application des articles L.441-3 et L.441-6 du code de commerce indemnité forfaitaire pour frais de recouvrement. A compter du 1er Janvier 2013, tout débiteur payant une facture après l'expiration du délai de paiement devra verser à son créancier une indemnité forfaitaire de compensation des frais de recouvrement. Un décret du 2 Octobre 2012 a inséré dans le code de commerce un article D.441-5 fixant le montant de cette indemnité à 40 Euros. L'indemnité n'est pas soumise à la TVA.

Merci de faire parvenir vos règlements à: Puratos, ZAC de la Marinière - 4 Rue Désir Prevost 91070 BONDOUFLE

Total	165,00 EUR	Net Amount	VAT %	Total Tax	Total TTC à payer
		165,00 EUR	20,00%	33,00 EUR	198,00 EUR
Remise totale		165,00 EUR		33,00 EUR	

Veuillez s'il vous plait envoyer vos avis de règlement et details sur l'adresse email : FRA_AR@puratos.com"

Papillon détachable

Date N° Facture	Client N°	Total Montant
10.06.2025	6007933	198,00
7725102364		EUR

Conditions de livraison : DAP LALBENQUE

Au paiement prière de rappeler : 7725102364

Cond.paiement : 30 jours date de facturation

Mode paiement : Direct Debit ISO 20022

Iban: FR7630004009790002420251769 Swift:BNPAFRPPIFS

BNP PARIBAS BANK, 9, rue des Meuniers 94 150 Rungis

Date d'échéance : 10.07.2025

Produits non étiquetable OGM, déclaration allergène : voir emballage, information détaillée : voir fiche technique

Siège Social / Head Office PatisFrance - Puratos - Parc d'affaires Silic - 40, rue de Monthéry - BP 80179 - 94563 Rungis Cedex France

Tél.: +33 (0)1 45 60 83 83 - Fax : +33 (0)1 45 60 40 30 - www.puratos.fr

S.A. au capital de 10 500 000 € - RCS Creteil B 552 004 236 - Siren 552 004 236 - APE 4638 B - N° identification TVA: FR 08 552 004 236

Prière de joindre ce papillon à votre règlement

GENERAL TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS:

The following terms shall have the meaning assigned to them in these General Terms and Conditions for Services:

“Puratos”: Puratos NV, a public limited liability company (NV) incorporated under the laws of Belgium, registered in the Brussels (Dutch-speaking) register of legal entities (RPR), with registered seat in Belgium, 1702 Groot-Bijgaarden (Dilbeek), Industrialaan 25 en with company number 0438.632.416.

“Customer”: The natural person or legal entity that enters into a Services Agreement with Puratos.

“Customer Participant”: any individual person enrolled in the participation to Services on behalf of the Customer.

“Services”: the services of whatever nature to be provided by Puratos to the Customer, as defined in Puratos’ offer or in the Specific Terms and Conditions, such as Trainings, strategic consulting, sensory expertise.

“Training”: All trainings, educations, courses, workshops, seminars, theme events, theme days, and other educational activities created by or in behalf of Puratos and offered by Puratos.

“Services Agreement”: the **specific terms and conditions**: the specific terms and conditions agreed between the Parties with respect to the Services, which apply in addition to these General Terms and Conditions for Services and will prevail in case of contradiction.

“Materials”: All materials or documentation used by Puratos as part of the Services. This includes verbal instructions, physical documents, audiovisual materials, digital content presentations, handouts, brochures, videos, webinars disclosed during the Services.

“Services Practicalities”: All practical arrangements regarding the Services, such as the time at which it is organized, the manner in which it is organized, and the (virtual or physical) location where it takes place, such as, through a physical meeting, a virtual meeting, e-learning, demand-on-web, individually or in smaller or larger groups, the available Material, the special requirements and instructions.

“Service Products”: All deliverables, including the Material, provided by Puratos in relation to Services.

2. SCOPE:

Save as otherwise explicitly agreed in writing with Puratos, all quotes, offers, confirmations, agreements, deliveries by Puratos are subject to these General Terms and Conditions for Services. They form an integral part of every Services Agreement. General terms and conditions that are provided by the Customer cannot be regarded as agreed, whether explicitly or implicitly, by Puratos. The applicability of the latter is explicitly excluded.

Deviations from these General Terms and Conditions for Services require explicit prior written agreement from Puratos. By accepting Puratos’ offer or agreeing on the Services Agreement, the Customer accepts the Specific Terms and Conditions and also irrevocably accepts the applicability of these General Terms and Conditions for Services.

3. OFFER:

Puratos will issue its offer in writing. The offer includes

- a. the object and scope of the Services; b. the price of the Services;
- c. the payment method; d. the date and start time of the Services;
- e. any other relevant Service Practicalities.

4. FORMATION OF THE AGREEMENT AND CANCELLATION:

The Customer is not entitled to cancel the Services without the written consent of Puratos. Puratos may condition such consent on the payment of a termination fee.

Puratos reserves the right to cancel or reschedule any Services at any time due to insufficient enrolment, trainer availability, venue issues, technical difficulties, compliance issues, health and safety concerns, administrative errors. If Services are cancelled or rescheduled, Puratos will notify the Customer as soon as possible and may offer an alternative date or refund any fees already paid. Likewise, Puratos has the right to modify other Services Practicalities. The Customer has no further claim for damages or compensation whatsoever (such as travel, accommodation, and meal expenses incurred by the Customer) in case of cancellation or rescheduling of the Services or modification of other Services Practicalities.

5. PERFORMANCE OF THE SERVICES:

If the Customer has subscribed for a specific number of Customer Participants, no more Customer Participants than the number specified and paid for by the Customer may participate in the Services. The Customer may not bring any additional persons (as participants, guests, or observers).

In the event that these details have not yet been provided as part of the registration process, Puratos may require that prior to the start of the Services the identity of all Customer Participants be provided accurately. The Customer and the Customer Participants must ensure that this information is submitted to Puratos in a timely manner.

Puratos will assign the required qualified personnel of its choice to conduct the Services. Puratos will deliver the Services to the best of its abilities.

The Customer acknowledges that the state of the technology and the state of the art and applicable regulations in food industry evolve over time. The knowhow disclosed or shared during the Services can only reflect the current situation. Regular updating of knowledge, skills and techniques by the Customer and the Customer Participants is necessary.

The Customer and the Customer's Participant are obliged to follow all (safety and health) instructions from Puratos during the Services. Puratos is not liable for any damage resulting from failure to comply with these instructions. Puratos has the right to refine these instructions at any time and to exclude any Customer Participant who does not comply, from the Services.

It is prohibited to make audio recordings, video recordings, photographs or other recordings during the Services, unless Puratos has expressly granted permission for such activities.

The Materials and any credentials required to access it (e.g., for audiovisual Material) are strictly personal and may not be shared.

At the end of the Services, all physical Materials must be returned to Puratos, unless explicit permission is given that the Customer Participant may keep them.

Only if requested, Puratos will issue a participation certificate or diploma to the Customer Participant who has actually attended the Services and met all the set requirements for receiving it. Puratos does not guarantee in any way that this certificate or diploma has any legal value..

6. PRICE:

Prices are exclusive of VAT and any other taxes, levies and similar amounts payable by the Customer.

Each price shall be agreed with Puratos but may be unilaterally changed by Puratos (i) for any changes to a Services Agreement requested by the Customer with Puratos' consent, (ii) due to increases in the prices of costs of providing the Services or (iii) due to changes in the applicable legislation, regulations, taxes, customs duties or other similar levies on the product that would lead to a price increase.

Unless expressly stated otherwise, all travel, accommodation, and meal expenses incurred by the Customer or the Customer Participants in connection with attending the Services are the sole responsibility of the Customer and the Customer Participants.

7. PAYMENT:

Puratos invoices must be paid promptly upon receipt. If a different due date is specified, they must be paid by that due date at the latest.

Invoices are payable in EURO on the bank account indicated by Puratos on the offer.

The invoice shall be deemed to have been irrevocably accepted if Puratos does not receive a written complaint from the Customer within forty-eight (48) hours of the Customer receiving the invoice.

In case of late payment, with effect from the due date until full payment of the invoice, the open and due amounts shall by operation of law and without prior notice of default, be subject to interest equal to the higher of (i) the rate of interest applied by the European Central Bank for main refinancing operations plus 8%, subject to a minimum of 12% annually and (ii) the interest rate which is applicable in accordance with the applicable law. In addition, a lump sum compensation amounting to 10% of the open and due amount, subject to a minimum of 40 EURO shall be due plus the costs of extrajudicial or judicial collection where applicable. In addition, (i) Puratos is entitled to cancel the Services with immediate effect, (ii) terminate any pending offers, (iii) all invoices issued to this Customer become immediately payable and (iv) any agreed payment term (if any) expires and all future agreements are subject to payment prior to delivery. The aforementioned points (i) until and including (ii) also apply

if Puratos determines or has sound reasons to believe that the Customer may have credit issues, if the Customer enters into any kind of situation of *concurso creditorum*, makes any voluntary arrangement with its creditors or becomes subject to an administrative order, enters liquidation, ceases or threatens to cease to carry on business, a mortgagor forecloses on any of its assets, or a receiver is appointed for any of its property or assets.

8. OTHER SANCTIONS FOR CONTRACTUAL BREACH:

If an invoice from Puratos to the Customer is not paid by the due date, Puratos shall, by operation of law, without prior letter of default or prior notification, have the right to suspend performance of its obligations. This implies that Puratos may refuse the participation of any Customer Participant in the Services, without prejudice to the Customer's obligation to pay the invoice for the Services that still has to be complied with.

Without prejudice to the provisions on payment above, Puratos is entitled to forthwith dissolve all Services Agreements, without any prior court intervention, without any right of compensation for the Customer, subject to sending a registered letter in that respect to the Customer in any of the following cases:

- a) if Puratos determines or has sound reasons to believe that the Customer may have credit issues, if the Customer enters into any kind of situation of *concurso creditorum*, makes any voluntary arrangement with its creditors or becomes subject to an administrative order, enters liquidation, ceases or threatens to cease to carry on business, a mortgagor forecloses on any of its assets, or a receiver is appointed for any of its property or assets;
- b) if the Customer notifies Puratos that it shall not/cannot comply with its obligations towards Puratos;
- c) in case of any other breach of any of its obligations and if the Customer does not remedy such breach within a reasonable period of 15 (fifteen) days following a notice of default in that respect from Puratos.

In case of dissolution, Puratos is entitled to a lump sum compensation equal to 50% of the price of the cancelled Services Agreement to cover the damages incurred. This lump sum compensation is irrespective of Puratos' right to claim higher compensation should Puratos prove that the actual damages it incurs are higher.

The foregoing does not preclude Puratos from invoking other sanctions provided by law

9. INTELLECTUAL PROPERTY RIGHTS:

Puratos is and shall remain the sole owner of all intellectual property rights and related rights in its Service Products, Materials or other information and data disclosed during or in relation to the Services, such as but not limited to copyright, patents, trade secrets and knowhow, formulas, recipes and all

other information, data and knowhow related to its business. The disclosure of information to the Customer or the Customer Participants during the Services shall under no circumstances imply the transfer of ownership or license to use any of the intellectual property rights or related rights of Puratos to the Customer except as expressly provided in the Service Agreement.

10. CONFIDENTIALITY:

All Materials and any knowledge, skills, or techniques shared or disclosed during the Services are communicated strictly personally and confidentially. The Customer may only use them, to the extent permitted by Puratos, for (the improvement of) its own business activities and may not disclose, distribute, commercialize, or otherwise make them available to any third parties without the prior written consent of Puratos. This also implies that it is not permitted to share the Materials with third parties (for audiovisual Materials, e.g., by sharing credentials or to display it to groups or in public), and that the Materials may not be used for longer than permitted by Puratos.

The Customer and the Customer Participant commit to complying with this confidentiality obligation at all times, under penalty of being liable for damages to Puratos.

In the event of any doubt, the confidentiality obligation of the Customer and the Customer Participant shall be interpreted as broadly as possible.

11. LIABILITY OF PURATOS:

Puratos is not liable for any losses or damages, of any nature, incurred by the Customer or the Customer Participants arising in connection with the Service Products, except in case of intentional misconduct and serious misconduct/gross negligence by itself or its personnel, both employed and contracted.

Puratos is not liable for any losses or damage, of any nature, incurred by the Customer or the Customer Participants resulting from the use of the Services or Materials, nor from the (potentially) incorrect or incomplete information/recommendations/advice provided in connection with the Services.

Puratos does not guarantee that the knowledge, skills, or techniques shared or disclosed during the Services will be (fully) applicable to, (fully) adapted for, or useful for the Customer's business. The Customer assumes full responsibility and risk for applying any knowledge, skills, or techniques obtained during the Services. Puratos is not liable for any losses or damage, of any nature, incurred by the Customer or the Customer Participants resulting from the application of the knowledge, skills, or techniques obtained during the Services.

In the event that Puratos could be held liable, for whatever reason and on whatever ground, its liability shall be limited to direct and personal damages incurred by the Customer, expressly excluding any and all punitive, special, indirect or consequential damages. Indirect or consequential damages include, but are not limited to, loss of revenue, loss of profits, loss of business opportunities, loss of goodwill, business

interruption, reputational damage or harm, increased operational costs, and any third-party claims against the Customer.

In the event that Puratos could be held liable, for whatever reason and on whatever ground, the total amount of damages that Puratos may be required to pay to the Customer shall not exceed the total fees paid by the Customer for the Services concerned.

In the event of intentional misconduct by Puratos or its personnel, both employed and contracted, or when their error/mistake affects the life or physical integrity of the person, no limitation of liability shall apply.

The Customer is not permitted, within the legal limits, to file a claim based on non-contractual liability against Puratos in the event of a breach of a contractual obligation by Puratos, even if the act causing the damage also constitutes a fault under Article 6.6 of the Belgian Civil Code or another liability-inducing act under Book 6 of the Belgian Civil Code on the part of Puratos. Without prejudice to the defences of Puratos (including the exclusions and limitations of liability provided in these general terms and conditions), the Customer may only file a claim against Puratos based on contractual liability in the event of damage.

Similarly, the Customer is also not permitted, within the legal limits, to file a claim based on non-contractual liability against any auxiliary person engaged by Puratos (including directors, daily managers, employees, self-employed trainer, other subcontractors, representatives, commercial agents, and other independent agents of Puratos) in the event of a breach of a contractual obligation by such auxiliary person, even if the act causing the damage also constitutes a fault under Article 6.6 of the Belgian Civil Code or another liability-inducing act under Book 6 of the Belgian Civil Code.

If any limitation of liability provided for in these General Terms and Conditions exceeds the legal limits, it shall automatically be reduced to the maximum permitted by law.

12. LIABILITY OF THE CUSTOMER AND THE CUSTOMER PARTICIPANTS

The Customer is fully liable for the Customer Participants it has registered for participation to Services. This also implies that the Customer guarantees that the Customer Participants will fully comply with all obligations set out in these General Terms and Conditions for Services as being obligations for the Customer Participant and with all obligations that, from the context, are essential obligations that must also be adhered to by the Customer Participant.

The Customer Participants themselves cannot make any contractual claims against Puratos based on the Services Agreement.

13. FORCE MAJEURE:

Puratos shall be excused from its obligations if it is prevented due to an event of force majeure which shall be interpreted under Belgian law. If such event of force majeure exceeds six months, either party shall have the option to immediately terminate the Services Agreement without any obligation to pay damages or compensation.

14. PERSONAL DATA:

Puratos processes the personal data provided by the Customer and the Customer Participants in accordance with the GDPR, as further detailed in Puratos' privacy policy. The Customer guarantees that the Customer Participants whose personal data is provided have been informed about and have consented to the processing of their data by Puratos.

Puratos is entitled to make recordings during the Services and to make these recordings available to third parties, in whole or in part, at its discretion. The Customer and the Customer Participants agree that they may appear in these recordings, without Puratos being liable for any compensation. If they do not agree, they must notify Puratos in writing before the Service begins.

15. COMPLIANCE WITH LAW:

Puratos shall comply with all applicable laws and regulations applicable in the country of providing the Service Products.

16. APPLICABLE LAW AND JURISDICTION:

These General Terms and Conditions for Services shall be governed by Belgian law. In the event of any dispute, the competent courts shall be the courts from the place where Puratos has its registered office.

17. WAIVER:

No waiver shall be effective unless given in writing and signed by a duly authorized representative of the party giving the waiver. Any waiver shall not preclude the further exercise of any such rights.

18. SEVERABILITY:

If any provision of these General Terms and Conditions for Services is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, the legality, validity or enforceability of the remainder of these General Terms and Conditions for Services shall not be affected and the invalidated provision shall be replaced by a valid provision that reflects as much as legally possible the intention of the original invalidated provision. Puratos and the Customer shall replace the invalid or non-binding part with a provision that is valid and binding, and whose legal effects, considering the content and intent of the respective provision, correspond as closely as possible to those of the invalid or non-binding part of this provision.

19. ENTIRE AGREEMENT:

The Service Agreement together with these General Terms and Conditions for Services contain the entire agreement and understanding between the parties with respect to the Services and supersede and replace all prior agreements and understandings, whether written or oral, with respect to the same subject matter still in force between the parties. The terms and conditions of the Service Agreement and can only be modified or amended by a written agreement between the parties. In case of contradiction between the Service Agreement and these General Terms and Conditions for Services, the following order of priority shall apply:

- (1) The Service Agreement
- (2) The Annexes
- (3) The General Terms and Conditions for Services