







# **OUR FRUITS** tare jas tender AS OUR LOCAL & AND FAIR-TRADE fair for life commerce equitable ORGANIC SUPPLY CHAIN







Alain



Laurence

As each of us observes, we are carried by an unfavorable economic situation, and after 20 years of development, the organic market is uncertain.

Let's stay strong and optimistic, anchored in our beautiful values acquired over the years, based on human development and our well-managed ecosystems. All of this with a constant goal: the health of humans, well-being, and environmental protection.

Let's stay strong on these values, not deviating from our principles so human, so natural, and solidarity will help us find the path to growth. For Lou Prunel, after two years of frost, our plum trees bring us a significant harvest in 2023. Phew... This will help us highlight the brand and its values, bringing us closer to the needs of our consumers.

Our fair-trade prunes and dried fruits are progressing even more and providing unwavering support to agricultural sectors strongly shaken by climatic incidents and inflation.

Our specialty, the soft fruits, will also make you dream with apricots, figs, blueberries, cranberries, always so tender and sweet. But also with our regional productions such as hazelnuts.

Enjoy.

Let's be strong and organic.

# Alain Brugalières & Laurence Boquet

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# OUR 2024 NEW, INVITING AND COLORFUL OFFERINGS

TO BOOST THE MARKET AND PRESERVE THE SOFTNESS
OF OUR PRODUCTS, WE ARE INTRODUCING AN INNOVATIVE
resealable and recyclable bag

POUCH POUCH







PRODUCTS LINES

PECYCLABLE

DESIGN DESIGN



PRUNE PUREE

WITH WALNUTS

TROPHÉE OR INNOVATION



# OUR DELICIOUS NEWCOMERS FOR

2024



Soft apricots
250G FFL



Soft figs 250G FFL



Hemp-praline hazelnuts

A GOURMET FUSION for a crunchy break

# ROOTED CONVICTIONS

**SINCE 1969** 

# A COMMITTED STORY THAT STARTS in the fields THROUGH AN ALTERNATIVE WAY OF GROWING



THE CHOICE OF 1969 A DIFFERENT KIND OF AGRICULTURE

Michel and Josette Galant reflected upon the harmfulness of the treatments used in their orchards and thus decided to convert their agricultural holding into organic farming following the Lemaire-Boucher method.



1982

FROM ORGANIC FIELDS TO ORGANIC SHOPS

Lou Prunel IEG became its own brand and developed into a specialized circuit by becoming an SARL.

THE NEXT GENERATION 2002 IS TWICE AS INVESTED AS BEFORE

Their daughter Laurence took over the business with Alain Burgalières, a traditional organic entrepreneur. Together they had a greater vision for Lou Prunel.

**DEMETER FOR A MORE** 2012 DEMANDING ORGANIC **APPROACH** 

Lou Prunel developed a Demeter range, to meet their ambitions for a new organic approach with a positive impact on the earth and people.



LOU PRUNEL REDESIGNED ITS 2016 IMAGE, QUALITY STANDARDS ARE ON THE RISE

New factory, new rehydration process that uses less water, self-consumed-power generation, reprocessing of wastewater, Lou Prunel is modernizing.

2020

**FOWARD TO A SHARED** ORGANIC EXPERIENCE

For a more transparent and committed organic policy, Alain and Laurence create the first French Organic Fair-trade Agen Prune Chain.



2024 NEW POUCH CONVENIENT AND ECO-FRIENDLY

New at Lou Prunel, resealable and recyclable baq! Conveniently preserving the softness of our fruits, it embodies our recoresponsible commitment.

# OUR AGEN PRUNES

# ORGANIC AND FAIR-TRADE PRIDE



THE FIRST FAIR FOR LIFE CERTIFIED PRODUCTION IN FRANCE (NORTH/NORD) WITH ORGANIC AGEN PRUNE PRODUCERS. OUR FINEST FRUITS ENSURE TRACEABILITY FROM the field to the store. ALL PRODUCERS CERTIFIED PGI AGEN PRUNES, EACH BATCH TRACKED AND IDENTIFIED.



DEVELOPING ORGANIC AGRICULTURE with a commitment to fairness. In partnership with our producers, ESTABLISHING AN EQUITABLE SUPPLY CHAIN ADHERING TO RIGOROUS SOCIAL AND ECOLOGICAL CRITERIA. TOTAL COMMITMENT TO TRANSPARENCY AND ORGANIC QUALITY.



THE CORE OF OUR PRODUCERS women and men of integrity



## **OUR PRODUCERS:**

- PGI certified agen prunes.
- Fair and equitable wage.

## **OUR COMMITMENTS:**

- Social and ecological criteria respected.
- Total transparency.
- · Ensured traceability.
- Preservation of the environment and territories.

# COMMITTED TO A GLOBAL CSR

# AT LOU PRUNEL



AT LOU PRUNEL, WE ARE DEDICATED TO PRODUCING WHOLESOME, DELICIOUS AND 100% ORGANIC PRODUCTS, WHILE PROVIDING OPTIMAL WORKING CONDITIONS AND minimizing our environmental impact.

## **OUR LOCAL DEVOTION**

- · Local employment promoted.
- Support the youth and professional training.
- Ergonomic and pleasant work environment.
- · Unwavering support for the employment of individuals with disabilities over the past 30 years.

### **RESPECT FOR OUR PRODUCTS**

- French originin and local labels prioritized.
- · Ongoing commitment to product quality and the valorization of prune waste.



#### RESPECT FOR OUR ENVIRONMENT

- Seeking for recyclable packaging.
- · Minimizing our environmental impact through resource optimization.
- Installation of photovoltaic panels to reduce our energy dependence.
- · Responsible waste management: sorting, recycling, and valorization of prune waste.





# PRUNES

At Lou Prunel, we use a gentle rehydratation method!

We use steam to rehydrate our fruits, thus preserving their soft texture and exquisite flavor.

Our brand-new packaging with a resealable zip ensures extended freshness of our fruits, allowing you to savor their delicacy with every opening.









CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
A05PR28FFL	28/33 Super Giant organic Agen prunes Fair-Trade label	3 543267 305282	500 g	12	8	80
3/44 AGEN	I PRUNES WITH PITS (33 to 44 fruits	per 500 g)	i			
CODE	DESIGNATION	GENCOD	CONT.	РСВ	LAYERS PER PALLET	PACKAGES PER PALLET
SA02PR33	33/44 Giant organic Agen prunes	3 543267 102331	250 g	12	13	156
SA05PR33	33/44 Giant organic Agen prunes	3 543267 105332	500 g	12	8	80
SA05PR33FFL	33/44 Giant organic Agen prunes fair-Trade label	3 543267 305336	500 g	12	8	80
4/55 AGEN	PRUNES WITH PITS (44 to 55 fruits	er 500 g)	<u>:</u>			i
CODE	DESIGNATION	GENCOD	CONT.	РСВ	LAYERS PER PALLET	PACKAGES PER PALLE
SA02PR44	44/55 Very Large organic Agen prunes	3 543267 102447	250 g	12	13	156
SA05PR44	44/55 Very Large organic Agen prunes	3 543267 105448	500 g	12	8	80



# NEW PACKAGING TO OFFER and preserve more softness



# PRUNES









CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
SA02PRSN33	33/44 Giant organic pitted Agen prunes	3 543267 102034	250 g	12	13	156
SA05PRSN33	33/44 Giant organic pitted Agen prunes	3 543267 105035	500 g	12	8	80
SA02PRSN33FFL	33/44 Giant organic pitted Agen prunes fair-Trade label	3 543267 302038	250 g	12	13	156
44/55 PITT	FED PRUNES (44 to 55 fruits per 500 g)	:				
CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
SA02PRSN44	44/55 Very Large organic pitted Agen prunes	3 543267 102041	250 g	12	13	156
SA05PRSN44	44/55 Very Large organic pitted Agen prunes	3 543267 105042	500 g	12	8	80
55/66 PITT	<b>FED PRUNES</b> (55 to 66 fruits per 500 g)	:				
CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
SA02PRSN	55/66 Large organic pitted Agen prunes	3 543267 102003	250 g	12	13	156
SAUZFRSIN		: 3 " 543267 " 102003 "				





# ITS UNIQUE FLAVOR AND SMOOTHNESS

will delight all gourmets!

Our semi-dried prunes are Fair for Life certified!

They undergo no transformation or rehydration: their cooking is stopped at 35% humidity which imparts all their specificities.







SEMI-COOKED
PRUNES

SEMI-COOKED PRUNES - WITHOUT REHYDRATATION									
CODE	DESIGNATION		GENCOD	CONT.	РСВ	LAYERS PER PALLET	PACKAGES PER PALLET		
SA05MC44X12	33/44 Giant semi-cooked organic Agen prunes Fair-Trade label	faír for life	3 543267 205339	500 g	12	8	80		
SA03MCSN44X12	33/44 Giant semi-cooked pitted organic Agen prunes - Fair-Trade label	faír for life	3 543267 303004	300 g	12	13	156		
BC400MC	Jarred 33/44 Giant semi-cooked Agen prunes		3 543264 204335	400 g	5	6	72		



## NO ADDED SUGAR OR PRESERVATIVES

our pulpe is pure and deliciously tasty!

Its taste is always balanced and its smooth texture allows it to perfectly blend into desserts or

dairy products.



AGEN PR	UNE PUREE					
CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
BC380PU	Organic Agen prune puree 100% prunes with no sugar added	3 543262 203323	380 g	6	7	203
BC225PU	Organic Agen prune puree 100% prunes with no sugar added	3 543262 203309	225 g	6	10	290
BC225PUNX	Organic Agen prune and walnuts puree no sugar added	3 543262 203316	225 g	6	10	290
Shelf life at date of p	roduction: 36 months					

# PRUNE KERNEL OIL



## **TURNING OUR PRUNE WASTE INTO VALUABLE RESOURCE**

# CONTRIBUTES TO THE CREATION OF A virtuous PRODUCT

Cold-pressed from the pits removed from the prunes that make up our pitted prune lines, this first-pressed oil is 100% natural, rich in vitamin E, and a source of Omega 9 and 6.

It is ideal for a culinary, cosmetic, or nutraceutical use.



VIRGIN P	RUNE KERNEL OIL					
CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
BTHUPX10	Organic Virgin prune kernel oil	3 543261 101019	100 ml	6	10	290



# SOFT FRUITS

# **OUR FRUITS ARE SOFT**

# and our expertise is strong





Our fruits are lightly rehydrated in steam to preserve their softness and flavor.



CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET
SA025AB	Soft organic apricots	3 543267 502001	250 g	12	13	156
SA025ABFFL	Soft organic apricots Fair-Trade label	faír 3 543267 361028	250 g	12	7	70
SA05AB	Soft organic apricots	3 543267 505996	500 g	12	8	80
OFT FIGS						
SA025FI	Soft organic figs	3 543267 802002	250 g	12	13	156
SA025FIFFL	Soft organic figs Fair-Trade label	faír 3 543267 362025	250 g	12	13	169
SA05FI	Soft organic figs	3 543267 805997	500 g	12	8	80
SOFT SULTAN	<b>NAS</b>					•
SA05RAM	Soft organic sultanas	3 543267 705884	500 g	12	8	80
SOFT DATES						
SA025DA	Soft organic dates	3 543267 602022	250 g	12	13	156
OFT BLUEBI	ERRIES					
SA012MYRT	Soft organic blueberries	3 543268 101005	125 g	12	13	156
OFT CRANE	ERRIES					
SA015CRANB	Soft organic cranberries	3 543268 001008	150 g	12	13	156

# FRENCH SEEDS

Sourced at the heart of our region, specifically in Lot-et-Garonne, these hazelnuts and pumpkin seeds, offered in their natural state or roasted and/or salted, are a treasure trove of benefits. Rich in Vitamin E, magnesium, and fiber for hazelnuts, and fiber and proteins for pumpkin seeds, savor the best of our terroir – a sensory experience where local origin and organic quality come together. Enjoy them on all occasions, from breakfast to appetizers.





FRENCH SEEDS									
CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET			
SA02NOIS	Organic shelled hazelnuts	3 543268 202009	200 g	12	13	156			
SA02NOIST	Organic shelled and roasted hazelnuts	3 543268 202016	200 g	12	13	156			
SA015COURG	Organic pumpkin seeds	3 543268 201002	150 g	12	13	156			
SA015COUGRI	Organic roasted and salted pumpkin seeds	3 543268 201019	150 g	12	13	156			









# DEMETER

# **AGRICULTURE**

# that takes care of the earth



- farms that are entirely organic and biodynamic
- a deep respect for all forms of life
- the development of more autonomous farms that promote biodiversity
- the use of gentle techniques and very few additives even natural ones in the production of processed products.





# DEMETER PRUNES

Our Demeter prunes also have the Fair For Life label!

A guarantee of quality and respect for soils, the environment and producers.





	DEMETER PRUNES - 35% HUMIDITY							
	CODE	DESIGNATION	GENCOD	CONT.	РСВ		PACKAGES PER PALLET	
With	DEM02PR44	44/55 Very Large organic DEMETER Agen prunes	3 543263 002444	250 g	12	13	156	
pits	DEM05PR44	44/55 Very Large organic DEMETER Agen prunes	3 543263 005445	500 g	12	8	80	
Pitted	DEM02PRSN33	33/44 Giant organic pitted DEMETER Agen prunes	3 543263 002031	250 g	12	13	156	
Filled	DEM02PRSN	33/44 Giant organic pitted DEMETER Agen prunes	3 543263 002000	250 g	12	13	156	
	Shelf life at date of pro	oduction Demeter Prunes: 24 months			• • • • • • • • • • • • • • • • • • • •			







At Lou Prunel, we are particularly careful in the choice of our fruits. Prunes from orchards that comply with PGI specifications. Apricots, figs and grapes from Turkey, all grown according to organic farming principles, Biodynamic Agriculture and in a chain spirit.



- In Greek mythology, Demeter is the goddess of agriculture and harvest. Her name means «Mother Earth».
- The word biodynamics comes from the ancient Greek bio and Dunamis (life and strength) that means the forces of life.





DEMETER SOFT FRUITS									
CODE	DESIGNATION	GENCOD	CONT.	PCB	LAYERS PER PALLET	PACKAGES PER PALLET			
DEM025AB	Organic DEMETER soft apricots	3 543263 061021	250 g	12	13	156			
DEM025FI	Organic DEMETER soft figs	3 543263 062028	250 g	12	13	156			
DEM025RA	Organic DEMETER soft sultanas	3 543263 063025	250 g	12	13	156			
Shelf life at date of produc	ction Demeter soft fruits: 24 months		•••••	•••••					



# CHOCOLATE COATED FRUITS AND TREATS

# OUR CHOCOLATE-COATED FRUITS ARE AS TASTY

as our chocolate is fair-trade

Explore our range of dark chocolate coated fruits, presenting delicate flavor combinations to delight the taste buds of the finest gourmets.







CODE	DESIGNATION	GENCOD	WEIGHT	PCB	ORIGINE
CA40PRCH	Agen prunes coated with dark chocolate*	3 543261 340999	4 kg	1	UE/NON UE
CA12ABCH	Dark chocolate coated apricots	3 543261 001135	1,2 kg	1	UE/NON UE
CA12CITCH	Candied lemons coated with dark chocolate*	3 543261 001043	1,2 kg	1	UE/NON UE
CA12GING	Candied ginger coated with dark chocolate*	3 543261 001050	1,2 kg	1	UE/NON UE
CA12NOIXCH	Southwest walnut kernels coated with dark chocolate*	3 543261 001111	1,2 kg	1	UE/NON UE
CA12ORCH	Candied orange coated with dark chocolate*	3 543261 001012	1,2 kg	1	UE/NON UE
CA50AMANCHL	Almonds coated with milk chocolate	3 543261 001074	5 kg	1	UE/NON UE
A50AMANCHN	Almonds coated with dark chocolate*	3 543261 001067	5 kg	1	UE/NON UE
CA25NOISPC	Hemp praline hazelnuts <b>NEW</b> (hazelnuts and hemp are from France)	3 543261 001142	2,5 kg	1	UE/NON UI





and new expectations

We are pursuing together our commitment to reduce waste production by offering our products in bulk.





AGEN PRUNES MADE IN FRANCE							
CODE	DESIGNATION	GENCOD	WEIGHT PCB		ORIGINE	COND.	
CA30MICUIT	33/44 Giant semi-cooked organic Agen prunes	3 543266 130175	3 kg	2	IGP Pruneaux d'Agen	Pasteurised	
CA30PR44	44/55 Very Large organic Agen prunes	3 543266 130441	3 kg	2	IGP Pruneaux d'Agen	Pasteurised	
CA30PRSN44	44/55 Very Large Pitted organic Agen prunes	3 543266 130045	3 kg	2	IGP Pruneaux d'Agen	Pasteurised	
CA30PRSN	55/66 Large Pitted organic Agen prunes	3 543266 130007	3 kg	2	IGP Pruneaux d'Agen	Pasteurised	

OTHER FRUITS OR FRENCH SEEDS							
CODE	DESIGNATION	GEI	NCOD	WEIGHT	PCB	ORIGINE	COND.
CA50NOIX	Southwest walnut kernels	3 54326	2 000168	5 kg	1	Dordogne	Vacuum Packaging
CA30COURGE	Pumpkin seeds	3 54326	6 130076	3 kg	1	Lot-et-Garonne	
CA20COUGRI	Salted roasted pumpkin seeds	3 54326	6 120015	2 Kg	1	Lot-et-Garonne	
CA50NOIS	Shelled hazelnuts size 13/15	3 54326	2 000120	5 kg	-1	Lot-et-Garonne	
CA25NOIST	Roasted shelled hazelnuts	3 54326	6 130205	2,5 Kg	1	Lot-et-Garonne	

MIX						
CODE	DESIGNATION	GENCOD	WEIGHT	PCB	ORIGINE	COND.
CA30TONI	Tonic cocktail Bananas, cranberries, almonds, grapes	3 543266 130069	3 kg	1	UE/NON UE	
CA30SANT	Healthy cocktail pumpkin seeds, cranberries, goji berries, cashew nuts, grapes	3 543266 130052	3 kg	1	UE/NON UE	

CODE	DESIGNATION	GENCOD	WEIGHT	PCB	ORIGINE	COND.
CN50AB	Apricots n°3	543267 599506	5 kg	1	Turquie	Sous vide
CA50AMAN	Shelled almonds size 12/14	543262 000113	5 kg	1	Espagne	Sous ATM
CA50GOJI	Goji berries	3 543262 000137	5 kg	1	Chine	Sous vide
CA68BANA	Dried banana crisps	3 543266 130120	6,8 kg	1	Philippines	
A11CRANB	Cranberries	3 543262 000151	11.34 kg	1	Canada	
CA30CRANB	Cranberries	3 543266 130182	3 kg	1	Canada	
CA90DAT	Deglet nour pitted dates	3 543266 450082	9 kg	1	Algérie	
CA30DAT	Deglet nour pitted dates	3 543266 130199	3 kg	1	Algérie	
CA50CALAB	Calabacitas figs (baby figs)	3 543262 000229	5 kg	1	Espagne	Sous ATM
CN50FI	Natural figs n°5	3 543267 799500	5 kg	1	Turquie	
CA50GING	Candied ginger*	3 543266 150050	5 kg	1	Chine	
CA60MURE	Dried mulberries	3 543262 000175	6 kg	1	Turquie	
A50CAJOU	Cashew nuts	3 543262 000182	5 kg	1	Vietnam	Sous ATM
CA50PIST	Roasted and salted pistachios size 18/20	3 543262 000199	5 kg	1	Espagne	Sous ATM
CN50RA	Sultanas		5 kg	1	Turquie	

GLASS CONTAINER								
CODE	DESIGNATION	GENCOD	WEIGHT PCB		ORIGINE	COND.		
BC400MC	Jarred semi-cooked Agen prunes	3 543264 204335	400 g	5	France - IGP Pruneaux d'Agen	Bocal en verre		
BC380PU	Agen prunes puree 100% prunes with no added sugar	3 543262 203323	380 g	6	France - IGP Pruneaux d'Agen	Bocal en verre		
BC225PU	Agen prunes puree 100% prunes with no added sugar	3 543262 203309	225 g	6	France - IGP Pruneaux d'Agen	Bocal en verre		
BC225PUNX	Agen prunes and walnuts puree 100% prunes and southwest walnuts no added sugar	3 543262 250013	225 g	6	France - IGP Pruneaux d'Agen	Bocal en verre		
BTHUPX10	Virgin prune kernel oil	3 543261 101019	100 mL	6	France	Bouteille en verre		

# OUR BOXES AND PROMOTIONS

# LOU PRUNEL OFFERS BOXES AVAILABLE YEAR-ROUND THROUGHOUT FRANCE, NOT ONLY enhancing YOUR AISLES, THEY ALSO SERVE AS VALUABLE sales tools.

We offer boxes featuring various references of prunes in bags, with or without pits, as well as dried fruits. They can also be themed around our Demeter or Fair for Life-lines.

We can also arrange in-store promotions to enhance your store, connect with consumers, to better understand their expectations. Feel free to contact your local sales representative (see contacts on the back).

## Our other themes



# YOUR ORDERS

For more efficient handling of your orders, kindly submit them via email to commande louprunel.com



Orders leave our facility within 1 business day. The shipping timeframe is 3 to 5 days.

**STORAGE:** In our warehouses, our products are stored between 8 and 10 degrees Celsius to minimize infestations of moths or weevils and prevent fermentation and mold. We encourage you to do the same in order to optimize the preservation of our products.

**DAMAGED GOODS:** Despite all the care we put into handling your orders, if your shipment has been damaged during transit, you must follow the instructions below to be eligible for compensation (carriers are uncompromising on this matter!).

On the transport receipt: it is essential to accurately report the number of damaged items, specify the affected items, and describe the extent of the damage. The mention 'subject to unpacking' holds no value for the carrier.

If you are unable to immediately identify the destroyed goods, you have 48 hours to send a registered letter to the carrier specifying the details of the damaged products. You can also send us an email at the following address:

commercial@louprunel.com

#### GENERAL TERMS AND CONDITIONS OF SALE-LOUPRUNEL-SPECIALIST NETWORKS

- 1.1 These General Terms and Conditions of Sale apply to all Products sold by LOU PRUNEL 1001 Chemin de Femouillade 47300 BIAS (hereinafter "LP"). They are intended for professionals distributing Lou Prunel products (hereafter «the Distributor»). They are sent in advance so that the Distributor may be fully informed before placing an order. These conditions apply from January the 1st of 2024 for every orders received after 31 December 2023.
- 1.2 Any order of our Products implies acceptance without reservation by the Distributor of our current conditions, which cancel and replace any provisions to the contrary. The placing of an order shall lead to the compulsory renunciation by the Distributor of the right to invoke any general or specific conditions of purchase or any other similar document, sent in advance or at a later date, without exemption resulting from a prior express agreement. Should LP fail to invoke, at any given time, one of the following clauses, this shall not be interpreted as a waiver of our right to invoke such condition at a later date

#### 2. Orders

- 2.1 Orders may be sent by email to the following email address: commande@louprunel.com, or directly to the sales department by telephone at 05.53.41.41.64 or to the sector sales manager. It is only final once the Products are shipped. Any modification to the order must be made in writing and must be approved by the sales department.
- 2.2 LP reserves the right to make any modifications to the Products deemed necessary while processing the order (particularly if production methods or legal or regulatory provisions change).
- 2.3 Orders may in no case be modified or cancelled by the Distributor without the prior express agreement of LP.

#### 3. Delivery

- 3.1 Delivery shall take place in accordance with the order, either by direct delivery of the Product to the Distributor, or by simple notification that it is available to collect, or by handing it over to a shipping or transportation company at LP's shipping site.
- 3.2 LP reserves the right to make full or partial deliveries, taking care to give prior notification to the Distributor.
- 3.3 LP shall make every effort to respect the agreed delivery deadlines, although it should be noted that these deadlines are only indicative and are **not guaranteed**. In the event of partial or late delivery, the Distributor may not claim any compensation, for any reason whatsoever, in particular, if the goods arrive within 48 hours of the original delivery date, whether or not the Distributor accepts this delivery. The production constraints of Organic Farming may lead to temporary problems with the supply of raw materials, for which LF may not be held responsible.
- 3.4 The Distributor is bound to check the number and apparent condition of the parcels on delivery, in particular the number of pallets and the presence of quarantee strips on the pallet. LP is entirely responsible for choosing the method of transportation. Any evidenced reservation or complaint must be noted on the delivery slip or consignment note, and confirmed to the transporter in a registered letter, in accordance with Article 133-3 of the Code of Commerce: «The receipt of the transported objects extinguishes any action against the carrier for damage or partial loss if, within three days following the day of receipt, not including public holidays, the recipient has not notified the carrier, by extrajudicial deed or by registered letter, of his well-grounded objection", with a copy of this letter accompanied by a copy of the delivery slip or consignment note in question sent by registered letter with acknowledgement of receipt to LP's registered office, within 15 days of receiving the goods, or the complaint shall not be valid. The comment "subject to unpacking" has no legal value, reservations must be specific and complete.
- 3.5 It is the Distributor's responsibility to provide all evidence of the complaints made, and to make it possible for LP to identify the Products in question and to check the alleged facts in order to resolve them. No goods deemed unfit for sale may be destroyed without our express written agreement.
- 3.6 In the event of damaged and/or missing items, the Distributor shall be eligible for a free replacement or a refund of the Products ordered, as agreed with LP, with no compensation payable. The customer may request delivery of the remainder with the normal transportation deadlines.
- 3.7 Products may only be returned with LP's express and prior written agreement. In general, no return will be accepted after 30 days from the date of receipt by the Distributor.
- 3.8 For deliveries of Products on 'Europe' pallets, if the pallets are not exchanged on the delivery date by the Distributor then LP reserves the right to invoice the Distributor for the unreturned pallet at a cost of  $\in$ 20.

#### 4. Retention of title and transfer of risk clause

4.1 PURSUANT TO ARTICLE 121 PARA.2 OF MODIFIED LAW OF 25 JANUARY 1985, THE PRODUCTS ARE SOLD WITH RETENTION OF TITLE CLAUSE. LP RETAINS OWNERSHIP OF THE PRODUCTS DELIVERED TO THE DISTRIBUTOR UNTIL FULL PAYMENT OF THE PURCHASE PRICE IS MADE IN PRINCIPAL, FEES AND INTEREST. HOWEVER, THE TRANSFER OF RISK FOR THE PRODUCTS TO THE DISTRIBUTOR SHALL TAKE PLACE UPON THE PRODUCT BEING MADE AVAILABLE AT LP'S SHIPPING SITE, EVEN IF THE LATTER IS IN CHARGE OF TRANSPORTATION

The transfer of risks for the Products takes place as from delivery to the carrier or distributor. The title retention clause does not prevent the risks for the goods from passing to the Distributor upon delivery to the carrier.

- 4.2 The Distributor agrees to take out the necessary insurance to cover this transfer of risk.
- 4.3 In the event of late delivery caused by the Distributor or late collection, the Products shall be stored and moved at the sole risk and expense of the Distributor.
- 4.4 By express agreement, LP shall retain ownership of any sales assistance mount or any display case for 24 months (twenty-four months) after delivery. Any destruction of the display case must be indicated in writing to our accounting department within a month of its destruction.

#### 5. Force majeure

LP reserves the right to suspend or amend the sale, fully or partially, in the case of the occurrence of a force maieure event, expressly defined for these purposes as any unavoidable event that is likely to delay or stop the production or the delivery of the Products, or to prevent the normal execution of the contract. 6. Guarantee

6.1 Date of Minimum durability (DMD): This date indicates the period of full tasting quality of the products; exceeding this date does not mean that the products are no longer fit for consumption. LP will not accept returns of goods on this basis, as the Distributor is solely responsible for the management and rotation of their stock. Unless there is express and written prior agreement by

LP, the Products are guaranteed by LP until their best before date or use by date, if one exists, against defects related to design, materials or production.

6.2 In the event of a proven defect, the Distributor may be given a free replacement or a refund for the Products ordered, at LP's discretion, with no compensation payable. The replaced Products remain the property of LP to whom they must be returned upon simple request. In order to implement the guarantee, the Distributor must inform LP of the defect without delay, and as soon as possible send in writing all available information concerning the detected defect and the product batch number. With regard to the implementation of the guarantee, it is understood that LP undertakes to store and package products in full compliance with the rules and regulations in force and to deliver products that comply with them. The storage conditions for the products are mentioned on the product datasheets. LP cannot be held responsible for product damage if the storage conditions indicated are not respected.

- the Products must have been stored and used in the appropriate conditions, the Distributor is presumed to be aware of these conditions:
- compensation for any damage suffered by the Distributor or any third party. other than direct damage as set out in article 6.2, shall be the responsibility of the Distributor, who should take out, against such damage, the insurance that it deems appropriate, unless it prefers to be its own insurer.
- 6.3 Certain products are marked with a best before date as defined in Article
- 6.1. LP's only obligation for the Products with:
- a DMD equal to or greater than 24 months means delivering these Products at least halfway through their shelf life; except for the semi-cooked range where LP guarantees delivery at least at 1/3 of the shelf life.
- a DMD between 12 and 23 months, means delivering these Products at least halfway through their shelf life, except for the Pulp range (other than in jars) where LP guarantees delivery at least 1/3 way through its shelf life.
- A DMD between 6 and 11 months, is to deliver these Products at least at 1/3 of the shelf life

LP cannot therefore accept the return of products for such reasons. Customers are solely responsible for storing them under normal conditions and for rotating their stock.

#### 7. Pricing conditions

- 7.1 All orders are invoiced at the price in force on the date that the Products are shipped, the price is known by the Distributor on the day of the order. LP's prices include the eco-friendly packaging tax with free delivery, for all orders of a sum equal to or more than:
- \* €300 for orders placed by, and sent to Distributors who sell directly to consu mers at their retail outlet; for distributors residing in Corsica, this amount is
- €300 for orders relating SOLELY TO OUR BULK-PRICED PRODUCTS; for distributors residing in Corsica, this amount is €600.
- The free delivery threshold of €300 can be reached through the combination of an order for individual packets and an order for bulk items. Discounts will apply only to the individual packet pricing.
- €4000 for orders placed by a warehouse, this is defined as:
- a customer who does not sell directly to consumers and,
- having permanent facilities for the receipt and/or storage of large quantities of the products ordered from a supplier and,
- redistributing the products to at least 13 retail outlets for sales to consumers Orders are delivered to mainland France (Including Corsica, excluding overseas territories) in a single delivery and to a single place, including ordinary packaging. "Express" delivery fees shall however be charged to the Distributor, if that is who requested the express delivery.
- 7.2 Any order for a sum below these amounts shall lead to the invoicing of actual shipping costs with a minimum of 40 euros, excluding tax.
- 7.3 No refund or credit may be made on goods delivered for more than 30 (thirty) days.
- 7.4 Given the agricultural origin of most LP's products, the raw materials required to produce the Products may be subject to continuous and sometimes very large and rapid price changes. The Distributor will be informed of such changes in product prices by sending an addendum to the catalogue.
- In the event of a price change announced by LP, if the Distributor places an order for excessive quantities, LP reserves the right to reduce the quantities ordered by the Distributor before the price change is applied and to reduce the order based on the monthly average of the Distributor's last 3 months of orders. 8. Invoices - Payment terms
- 8.1 Invoices are payable within thirty (30) net days of the invoice date, the Sales Revenue accounted for being that which appears on the invoice.
- 8.2 Payment is considered to have been made on the date upon which the funds are made available to the beneficiary or to its subrogated party. The Distributor shall be responsible for any fees incurred by the selected method of payment. As a result, any payment must be sent to LP:
- via transfer, on the invoice due date:
- by cheque 5 working days before the payment deadline:
- by a bill of exchange presented directly to the Distributor's bank;
- via promissory note with prior approval.
- 8.3 Any full or partial payment made after the payment date appearing on the invoice may legally lead to, and at LP's discretion:
- following formal notice, the application of late penalties at a rate equal to the interest rate applied by European Central Bank to its most recent refinancing operation, plus 10 percentage points, being no less than three times the legal interest rate in force on the payment deadline date;
- and/or, following formal notice, the forfeiture of the deadline and as a result all outstanding sums owed to LP become immediately payable, even those that are not yet payable;
- and/or, LP's right to suspend the processing of any open sales and/or to demand cash payment for future orders until the situation is fully resolved, without the need to respect any notice period and without right to claim any type of compensation. Late penalties shall be payable upon receipt of the registered notification with acknowledgement of receipt and shall be calculated from the payment deadline until full payment of the price.
- 8.4 Even in the event of disputes, all invoices must be paid by their deadline, disputes do not cancel payments. Any automatic deductions and/or compensations, for whatever reason, may only be made by the Distributor following LP's prior written agreement. In order for offsets to be exercised, claims must, according to Article 1347-1 of the Civil Code, be «certain, liquid and due», Any invoice not disputed within thirty (30) days of its receipt is deemed to have been accepted.

8.5 In the event that the Distributor owes several payments to LP, it is agreed that the oldest debts shall be charged first.

8.6 In the event of late payment, LP shall charge a fixed indemnity of €40 for recovery fees, whether these fees are less than or greater than the actual cost. upon provision of proof.

8.7 In the event of a change in the legal or financial situation of an existing Distributor, or for initial orders from a new Distributor, LP reserves the right to request advance or cash payment and/or to request guarantees.

8.8 No discount shall be given for early payment unless expressly agreed in writing by the Parties.

8.9 All the orders that LP agrees to execute are done so on the basis that the Distributor has sufficient financial guarantees and will effectively pay the amounts due when due, in accordance with the law.

Therefore, if LP has any reason to fear payment difficulties on the part of the buyer at the time of the order, in particular in case of late payment or non-payment for previous orders, LP may make acceptance of the order or its further performance conditional on cash payment or the provision of guarantees by the Distributor in favour of LP.

If the Distributor refuses to pay in cash without offering sufficient quarantee, LP may refuse to fulfil the order(s) placed and deliver the goods without the Distributor being able to claim unjustified refusal to sell, or claim any compensation.

#### 9. Services delivered in view of or at the time of resale

The Distributor is reminded that the provision of services may only be carried out and invoiced to LP on the sole condition that prior and express written agreement has been signed between the Parties. Take forementioned agreement must precisely define the specific services that the Distributor must put

In case of difficulties or legal proceedings against the distributor, LP reserves the right to block the payment of Advertising Contributions and End-of-Year Rebates. These two accounts will only be eligible for payment by LP after the full settlement of all invoices due as of the initiation date of the legal procee-

#### 10. Intellectual Property

The Distributor may only use the brands, logos, documents, studies or other intellectual property rights belonging to LP, or that it has been given, with its express and prior written agreement and for the sole purpose of aiding the resale of its Products throughout mainland France.

#### 11. Assertion of retention of title

As stated in Article 4, the products are sold with a retention of title clause. The Distributor agrees to take all measures to allow the Products delivered to be protected and customised, to inform LP of these measures and to allow LP to freely access the premises where the Products will be stored. In the event of a claim, the Products in the Distributor's possession shall be presumed to be those not vet paid for: they shall be taken back up to the total amount of unpaid invoices.

#### 12. Closing of accounts

In order to facilitate the accounting treatment of amounts relating to the business relationship between LP and the Distributor, and to close the financial contract year administratively and accountably, LP and the Distributor agree that any amounts relating to the agreements between the Distributor and LP for a calendar year shall be claimed from the other party no later than 30 April of the following year.

#### 13. Divisibility

If any of the provisions of these conditions is deemed to be void, unlawful or unenforceable, this shall in no way affect the validity, the legality or the enforceability of the other provisions.

#### 14. Modification of the General Terms and Conditions of Sale

LP reserves the right to modify its prices and these General Terms and Conditions of Sale at any time, giving one month's notification, in particular, in the event of an increase in the price of raw materials, energy, packaging, transport or any other unforeseen event. Any modification made to these General Terms and Conditions of Sale must, in order to be valid and for LP to be held responsible, be contained in a written document signed by a person expressly authorised for this purpose by LP and with reference to these General Terms and Conditions of Sale.

In accordance with the EGALIM Besson-Moreau law, LP reserves the right and the possibility to call upon a trusted third party to justify the application of this

#### 15. Applicable law - Competence

Any dispute that may arise concerning or in relation to these General Terms and Conditions of sale shall be referred to the commercial court of Agen, even in the case of multiple defendants or claims under quarantee, unless LP prefers to bring the matter before any other competent jurisdiction.

Lou Prunel is a member of the French Federation of Businesses and Business Owners (Fédération des Entreprises et Entrepreneurs de France (FEEF)).

#### **LOU PRUNEL**

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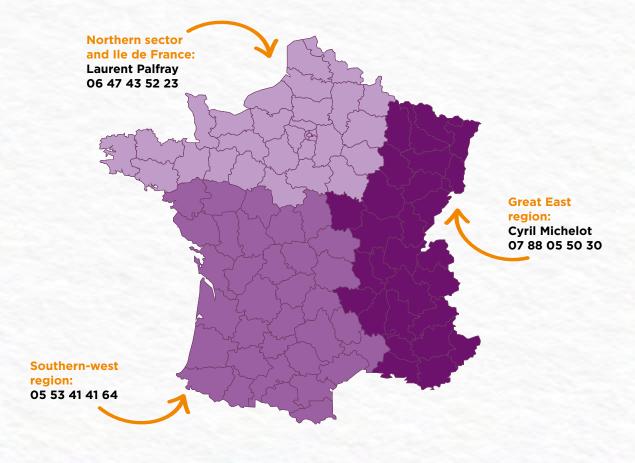
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R.C.S. AGEN VAT No.: FR 95 325 111 953 SIRET: 325 111 953 00023 APE: 1039 B

S.A.R.L. with a capital of €196,100

# CONTACT DETAILS



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