TOUTON

General Terms and Conditions
Applicable version on September 1st, 2026

SCOPE OF APPLICATION

These general terms and conditions apply to following sales of: vanilla, clove, ginger, cinnamon, peppers and all other spices and ingredient (hereafter “Product”).

All order received implies the irrevocable and full acceptance of the following General Terms and Conditions (GTCs) that prevail over ASTA contracts and all additional stipulations except in case of express exemption accepted by TOUTON SAS (hereafter « TOUTON ») and the client in a specific sale contract, under specific conditions or in the applicable order. The parties agree to exclude the application of the provisions of GAFTA contracts.

ARTICLE I – PRICE AND VOLUME

Unless stipulated otherwise in the relevant contract or order, our price is mentioned in EURO (or any other currency mentioned on the order or in the contract) exclusive of taxes, customs duties, export duties and exclusive of delivery charges.

Duties, local or import tax and all delivery costs shall be at the client’s charge subject to the applicable Incoterm.

TOUTON reserves the right to amend its prices without notice, but the products delivered will be invoiced on the basis of the prices in force (or negotiated) at the time of acceptation of the order.

The agreed prices are fixed prices and shall not take into account any exchange rate variations.

ARTICLE II – ORDER

Information provided by the client at the time of the order engages him.

Therefore, in case of error in the wording of addressee’s coordinates, TOUTON will not be required to search for these coordinates, and it may not be held liable for its inability to execute the order. As of the acceptance of the order by TOUTON and the client, any order is considered firm and definitive. Therefore, the price becomes firm and shall not be revised unless otherwise subsequently agreed by both parties. No modification or cancellation of the order by the client will be made without approval of TOUTON and the amount paid will not be returned.

ARTICLE III – PAYMENT

Payments shall be made by the client in accordance with the payment schedule and the terms agreed in the relevant order. Unless otherwise stipulated according by TOUTON according to the sale contract or in the applicable order, all invoices shall be paid within thirty (30) days of the date of invoice.

Non-compliance with the specific agreed payment conditions including the failure to return effects within the set period leads to closure account and return to cash payment. Our Drafts shall not act as novation or derogation to our express condition of payment in Bordeaux.

Late payment interest accrues from the day following the settlement date mentioned on the invoice and without prejudice of any compensation of damages it may claim by TOUTON.

Any failure from the client to pay TOUTON on time shall automatically give rise, without prior notice, to the payment of penalties in accordance with Article L441-6 of the French commercial code, based on the rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points.

In the event that the client fails to pay on time, TOUTON will be, immediately and without any further action, entitled to apply such penalties for late payment in accordance to Article L441-6 of the French commercial code without prejudice to any damages TOUTON may claim from the client as compensation for the loss incurred.

According to Article D.441-5 of the French commercial code, the Client shall also be liable to TOUTON, ipso jure, for the payment of recovery costs of 40 euros.

TOUTON shall also be entitled to suspend at any moment the execution of its contractual obligations in case of non-payment of one or several invoices by the client.

No discount will be granted for early payment.

In any case, payments due to TOUTON cannot be suspended. All payments shall be made without any deduction or set-off unless expressly agreed in writing by TOUTON.

ARTICLE IV- PROPERTY RIGHTS

TOUTON shall remain the owner of the goods until full payment by the client of the sums due as per the terms of the relevant order, regardless of the fact whether the goods were delivered or not. This clause shall also apply when the client is the subject of an insolvency or any other similar proceedings. This clause is hereby expressly accepted by the client.

The client commits to immediately inform TOUTON of the occurrence of any event which might prejudice TOUTON’s property right. The client will be liable to object by all means to rights, encumbrances or pledges claimed by third parties on the goods for seizure or equivalent procedures. In that event, the client must promptly notify TOUTON to enable the company to protect its interests and rights.

The client shall hold for the benefit of TOUTON sufficient insurance for the goods ordered at its expense, subject to the Incoterms chosen in the order, with respect to all damages that may occur until full transfer of ownership. Upon TOUTON’s request, the client shall provide TOUTON the proof of its insurance policy.

ARTICLE V- DELIVERY & CLAIMS

Except otherwise specifically and expressly agreed by the parties, the delivery times are an estimated delivery period only.

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Therefore, late deliveries cannot lead to any penalties, interests, deductions or right to terminate the contract by the client.
The goods are sent by parcel post, express parcel, road, sea or air transport at TOUTON's discretion - and according to the contractual conditions indicated in the order.
The goods travel at the client's risks in accordance with the applicable Incoterms.
Upon receipt of the package the client must check the products delivered and their compliance with the specifications agreed in the order. No warranty or fitness for purpose is given by TOUTON. All comments must be notified by detailed e-mail (trade-ingredients-bx@touton.com) and by registered mail within a maximum of 15 days following the delivery.
It is the responsibility of the client to provide all supporting documents (including samples, delivery notes, batch numbers and other information on the packaging) of the existence of the non-conformity of the failures to meet the stipulations of the relevant order or contract.
No claim will be accepted after this deadline. Formal reserves must be addressed to the carrier either on the transportation receipt or by registered letter with an acknowledgement of receipt or equivalent with a copy sent to TOUTON.
In case of non-compliance with the specifications of the goods delivered that is reported within the above-mentioned period and approved by TOUTON, goods can be replaced, to the exclusion of any other compensation for any reason whatsoever.
The goods sold by TOUTON are compliant with the applicable legislation in force in the country of destination. Notwithstanding the foregoing, the client is solely responsible for checking that the goods can be rightfully imported and used in the destination countries.
In case of disagreement on the compliance of the goods, an expert will be appointed.

ARTICLE VI – WARRANTIES AND REPRESENTATIONS

TOUTON warrants that the goods have been submitted to quality control procedures before shipment and complies with contractual specifications.
No guarantee shall be granted for any claim made more than 15 days after the delivery. TOUTON shall not be held liable for any delay or inexecution resulting from a case of force majeure, including but not limited to, the cases of war, riot, uprising, interruption of transport, problem of import or export, strike, shortage, fire, shiver of earth, storm, flood. In that respect, force majeure shall mean any unforeseeable and irresistible external event within the meaning of Article 1148 of the French Civil Code.

ARTICLE VII- TERMINATION

In the event of non-compliance by the client with its contractual obligations, the orders can be terminated by TOUTON as described below.
It is expressly agreed that if such failure is not remedied within thirty (30) days after receipt of written notice from TOUTON, TOUTON will be entitled to terminate immediately the relevant orders with immediate effect. The formal notice may be served by email. In that case, TOUTON is entitled to require the return of unpaid goods.
Termination of the order, for any reason, shall in no way interfere with the obligations of the client to pay all monies payable as of the effective date of termination or which become payable for goods ordered and delivered after such termination.
TOUTON reserves the right of declining to make any shipment under the contract between the client and TOUTON whenever, for any reason, there is doubt in TOUTON's sole judgment, as to client's willingness or ability to pay the goods ordered based on the financial situation of the client which could prejudice the proper execution or continuation of the contract. In such event, the Client shall not be entitled to receive any compensation or indemnity for early termination.

ARTICLE VIII – APPLICABLE LAW & DISPUTE RESOLUTION

These GTCs shall be governed by the laws of France. In the case of disputes concerning the interpretation or validity or execution of the present GTCs, the parties agree to make their best efforts to find an amicable agreement before initiating any legal action. If no amicable agreement is reached, such dispute shall fall under the exclusive competence of the Commercial court of Bordeaux (France).