

Special Conditions of Use The Food Assembly

These Special Conditions of Use outline the rights and obligations of all Assembly Hosts and Producers registered on the Website (together, the “**Professionals**”, “**you**” or “**your**”) and should be read in conjunction our website’s general terms of use (the “**Terms of Use**”).

Defined terms, unless otherwise indicated herein, shall have the same meanings as in the Terms of Use. To the extent that any provisions of the Terms of Use conflict with these Special Conditions of Use, these Special Conditions of Use shall prevail with respect to all Professionals.

Sections A and E apply to both Assembly Hosts and Producers alike. Section B applies to Assembly Hosts only. Section C applies to Producers only. Section D sets out the Company’s obligations.

Section A - General

The network convention <https://thefoodassembly.com/en/p/network-convention> entered into between the Company (“**we**”, “**us**”), the Producers and the Assembly Hosts (the “**Network Convention**”), will also apply to your use of the Website and are incorporated into these Special Terms of Use by reference.

You are fully aware that in order for us to implement the Services, you will collect and process Users’ personal data, including Members’ personal data. Therefore, you are required to comply with the regulation framework relating to the protection of personal data, in particular the EU Regulation 2016/679 of 27th April 2016, known as the general data protection regulation (the “**GDPR**”).

Likewise, you are aware that the we implement a personal data privacy policy, which is explained in our [Privacy Policy](#) that you can read on the website.

You are required to confirm your acceptance of these Special Conditions of Use and confirm that you agree to comply with and be bound by them by ticking a box confirming your agreement at the time of registration as an Assembly Host or Producer, as applicable.

If you do not agree to these Special Conditions of Use, the Network Convention or the Data Privacy Policy, you must not register as a Professional on the Website and you may only access the Website and use the Services as either a Member or a guest, subject to the Terms of Use.

Section B - Provisions Applicable to Assembly Hosts

The organisation of the Assembly is a professional and commercial activity in which you act, with complete independence and at your own risk, as a link between the Members and Producers registered with your Assembly. Nothing contained in the Terms of Use, these Special Conditions of Use or the Network Convention, or from the practical organisation and operation of the Assembly (the “**Services**”), shall be construed or have effect as constituting any relationship of employer and employee, employer and worker, partnership or joint venture between the Company and you, or between the Company and anyone supplied by you to perform any part of your Services as Assembly Host. The Terms of Use, these Special Conditions of Use, the Network Convention or the Services shall not constitute you or anyone supplied by you to perform any part of the Services as Assembly Host being an agent or a worker of the Company.

You, in your capacity as Assembly Host, are not party to the sales contract between Members and Producers and will not be responsible for the performance of the contract between the Members and Producers or the quantity, quality, transportation, storage, conservation, delivery or compliance of any Products supplied by the Producers.

1. Obligations of Assembly Hosts

You are required to comply with all applicable laws and regulations (including any statute, regulation, by-law or subordinate legislation in force from time to time, the common law and law of equity, any binding court order, any applicable industry code, policy or standard and any requirement of a regulator to which you are subject ("**Applicable Law**") and to pay all taxes, National Insurance contributions, levies or duties to which you may be subject, and to provide all benefits which you are required to provide, through your creation, development and management of your Assembly and, more generally, through your use of the Website.

You are required to comply with each of the Terms of Use, these Special Conditions of Use, the Network Convention and the Data Privacy Policy at all times.

You shall ensure that (i) all Sales take place and are managed exclusively through the Website and (ii) you only solicit Members through the Website (and any other means made available by the Company).

2. Collect and processing of personal data

- 2.1.** According to the Section A §2 hereof, you are fully aware that in order for us to implement the services, you will collect and process Users' personal data, including Members' personal data. Therefore, you are required to comply with the regulation framework relating to the protection of personal data, including GDPR, and our [Privacy Policy](#).
- 2.2.** Insofar as we, the Company and Hosts, jointly determine the purposes of personal data processing performed within the Website, we are placed in a situation of co-processing and we have to be considered as joint controllers, without prejudice for the fact that we, the Company, determine alone the essential means of processing such as, without this list being exhaustive, personal data that can be processed, data recipients, or data retention periods.
- 2.3.** We, the Company and Hosts, as joint controllers, undertake to implement all reasonable measures to comply with the personal data protection regulations, including GDPR, and we share our respective responsibilities, in particular :
- We (the Company) are the Users' contact point for every question related to their data;
 - We (the Company) undertake to process data lawfully, fairly and in a transparent manner, in particular by determining the legal basis of the processing and by publishing on our Website the [Privacy Policy](#);
 - We (the Company) allow the exercising of the rights of the User and you shall transmit to us the requests of exercising of the rights which you have knowledge of;
 - We (the Company and Hosts) undertake jointly to make our best efforts to minimize the data collect and the data itself;
 - We (the Company and Hosts) refrain ourselves from performing further processing in a manner that is incompatible with the purposes explicitly set out in the [Privacy Policy](#);
 - We (the Company and Hosts) undertake to process data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

2.4. The provisions of this article apply only to the processing performed using the services we offer and within our Website, and in no case those that could be performed at your sole initiative outside the Website and/or without using the services we offer. For the later processing, you are informed that you will be solely responsible for complying with all the personal data protection regulation, including the GDPR, since you will be considered as a sole controller, which you expressly accept.

3. Application Process

3.1. If you wish to organise an Assembly you must first register with the Website as a Registered User.

Once you have registered as a Registered User of the Website, you may progress to register as an Assembly Host by completing the online application form available at <https://thefoodassembly.com/en/login>.

You must provide all information and documentation requested as part of the application process. Incomplete application forms will not be considered. We may request any additional information which we, in our sole discretion, deem necessary as part of the application process.

We have complete discretion in determining whether to accept your application, taking particular note of whether your application demonstrates that you are capable of providing the successful delivery of Services, organisation of Sales and Distributions according to our material, technical and commercial requirements.

You will be informed by email of the outcome of your application. Should your application prove successful you will be directed to open an Assembly management space (the "**Management Space**"), by following the instructions provided to you on the Website or in the confirmation email we send you.

Should your application prove unsuccessful you may continue to be involved with the Website as a Member in any Assembly or use the Services as a guest. In no event will you have any recourse against the Company or any right to request compensation from the Company as a result of an unsuccessful application. Procedure for Creating and Opening an Assembly.

3.2. Preparation

Should your application be successful you shall immediately begin the preparation of your Food Assembly, unless postponed by the Company (the "**Preparation**").

As part of Preparation, unless delayed by us, you will be required to find a suitable Collection site for the Delivery of Products ordered by the Members of the Assembly within two (2) weeks of receiving confirmation that your application has been successful (or from receipt of a notification from us that you can commence Preparation if previously delayed by us). At the end of this two (2) week period you will be required to provide evidence to us that:

- a) you are legally authorised to occupy your chosen venue, whether temporarily or otherwise;
- b) the venue allows for the organisation and the realisation of the Sales and the Distribution in accordance with the terms of these Special Conditions of Use and the Terms of Use and will ensure that the Services are well executed; and

- c) the venue conforms with all legal requirements and regulations applicable to the Services.

We may also ask you for any additional documentation or information which we, in our sole discretion, deem necessary as part of Preparation.

If you are unable to provide the Company with the evidence required above within two (2) weeks, we may decide in our sole discretion to revoke your Assembly Host status for the Assembly in question. You may, however, continue to use the Services as a Member or a registered user.

3.3. Building

You shall not commence the building of your Assembly (the "**Building**") until we have approved the proposed Collection site during Preparation and you have notified us of your intention to proceed with the launch of the Assembly and to undertake its Building.

During the Building phase, you are required to develop a database of the Members and Producers that will form part of your Assembly.

You will be required to provide us with the following information:

- a) any documentation relating to your professional status, all relevant identification documents, as well as any documentation that evidences the completion of administrative, fiscal and social obligations;
- b) the Distribution Day and Timetable which you propose for the first Distribution, which shall be subject to our prior approval; and
- c) your bank details, which will be automatically transferred to the Payment Service and stored in our database, in order to facilitate the payment of any commission.

We may also ask you for any additional documentation or information and/or carry out any additional checks which we, in our sole discretion, deem necessary as part of Building.

If you are unable to provide the Company with any of the information required above, we may in our sole discretion refuse the opening of your Assembly.

The Assembly must be opened in accordance with these conditions within six (6) months of the launch of Building. If an Assembly is not validly opened within this six (6) month period due to any fault of yours, we may suspend you from acting as an Assembly Host. You will not be entitled to claim any damages, compensation or remuneration solely as a result of such suspension.

4. Opening of the Assembly and Sale Space

Following Building, the Assembly will go live via a dedicated space on the Website, and the Sale Space will be opened to members of the Website.

The opening date of the Sales Space will be determined by us in our absolute discretion. We reserve complete discretion to delay the date and/or to decide that the number of Members and/or Producers is insufficient and/or due to our management or organisational constraints. Organisation of the Assembly.

5. Organisation of the Assembly

You shall be responsible for the management and organisation of all Assemblies that you operate via the Management Space. In particular, you will be responsible for:

- a) ensuring that the information included on the Assembly's homepage, which introduces the Assembly and provides the Assembly's latest news, is kept up to date;
- b) moderating of the Assembly's Discussion Space and ensuring that the Content exchanged on the Discussion Space conforms with the requirements set out in the Terms of Use;
- c) managing of the Members and Producers, including the database of Members and Producers, and, more generally, of the Assembly in accordance with these Special Terms of Use;
- d) organising of the Sales in accordance with the procedures laid down in the Terms of Use. In this regard, you confirm that you understand and accept that :
 - i. you will act with due diligence and in good faith
 - ii. you are responsible for and assume liability for all information you provide in the course of the approval of Products for Distribution. In the case of an error or an omission to the detriment of the Members and/or the Producer, you will bear all costs and accept that we shall not be liable in this respect; and
 - iii. the information contained in the aforementioned approval shall be admissible for the calculation of your remuneration, without any possibility of dispute; and
- e) employing all personnel provided by you to operate the Assemblies. You warrant and represent that all such personnel are employed by you under a written contract of employment, and you undertake to immediately inform the Company in writing if any such person performing any part of your obligations under the Terms of Use, these Special Conditions and the Network Convention ceases to be employed by you.

To assist with the management of your Assembly, we shall ensure that the following functionality is made available in the Management Space: (i) a space for the invitation of Members; and (ii) a space to search for and invite Producers, which allows you to contact any Producer registered on the Website.

By way of exception, the participation of a Guest Producer provided for in Article 13 shall be subject to (i) the receipt of a specific form by us from you and (ii) our express validation after we have verified that there are satisfactory material, technical and commercial conditions for the proper performance of the Services to enable the organization and realization of the Sales.

You shall ensure that at least one Producer will attend on the Distribution Day in order to deliver the Products to the Members in person. In case no Producer could attend, you undertake not to open your Assembly and therefore not to proceed with the Delivery.

6. Remuneration of the Assembly Host

- 6.1. Your Remuneration as an Assembly Host will consist in a brokerage commission of 10% of the amount, excluding taxes, of the sales revenue made by the Producers for each Sale with the Members of your Assembly.

By way of exception, your Remuneration as an Assembly Host will consist of a brokerage commission of 12%, excluding taxes, of the sales revenue made by the Guest Producers described in Article 13, for each Sale with the Members of your Assembly.

This commission has to be paid by the Producers.

You will not perceive this commission in case of the cancellation of the Sale or if the Products are not delivered.

Your Remuneration will be paid to your Professional Electronic Wallet, within the terms set in Section B - Article 4 of our Terms of Use.

- 6.2.** You authorise us to invoice, in your name and on your behalf, your brokerage commission to the Producers for each Sale.

You shall inform us if you are registered for VAT. In the absence of such information, we shall presume that you are registered for VAT until you provide evidence to the contrary.

We shall provide you with a technical tool that summarises bills generated and payment history, which is accessible from your Food Assembly Management Interface.

7. Unavailability

You must provide the entire Assembly community with reasonable notice in the event that any Distribution Days will not be held on the advertised date.

If you are unable to maintain a Distribution Day despite the Sales having already been finalised, you must immediately inform the Members and Producers of the Assembly and seek to find in good faith an alternative arrangement. In the event that this is not possible, you will be solely responsible for any additional charges or costs incurred by the Members and Producers.

8. Closing an Assembly

You can choose to close your Assembly at any time and for any reason, provided that:

- a) the Members and Producers are given at least three (3) months' notice;
- b) any existing Sales are carried out;
- c) you have fulfilled all obligations incurred under all transactions;
- d) you have informed us of your intention to close the Assembly three (3) months in advance; and
- e) you have received all commission due for Sales carried out before the date of closure.

We shall also have the right to close any Assembly:

- a) that, after 6 months activity, has not yielded at least twenty (20) orders a month for a period of three (3) consecutive months by providing one (1) month's notice of the Company's intention to do so. You will have no right to any damages, compensation or remuneration as a result of such closure; or
- b) in the event that you are in breach of these Special Conditions of Use (including the Network Convention), the General Terms and Conditions and/or Applicable Laws and if capable of remedy you have failed to remedy such breach within fifteen (15) days of

notice from us informing you that you are in breach. In this instance, we also reserve the unequivocal right to exclude you from the Website.

Following receipt of a notice to close the Assembly from us, you must:

- a) promptly inform all Members and the Producers of the closure;
- b) abstain from organising any further Sales; and
- c) carry out your obligations under these Special Conditions of Use and the Terms of Use until the Assembly has been closed.

You will be fully responsible to all Members and Producers for the consequences of the closure of your Assembly.

Closure of an Assembly, whatever the cause, automatically entails the loss of your Assembly Host status. However, provided you have not been excluded from the Website, you may continue to use the Services as a Member or registered user.

9. Indemnification of the Company

You shall at all times indemnify and keep indemnified the Company on demand from and against any and all costs, claims, penalties, liabilities and expenses incurred in respect of:

- a) income tax, National Insurance contributions, VAT or other contributions or benefits due by you in relation to the organisation of the Assembly; and
- b) the warranty and representation set out at 4(e) above being untrue, and/or non compliance with the undertaking set out at 4(e) above.

10. Restrictions on Ceasing to be an Assembly Host

Since you are likely to obtain confidential information in the course of providing the services of Assembly Host to the Company, and you are likely to gain personal knowledge of and influence over Producers and Members, as well employees of the Company and others performing services for the Company, you hereby agree with the Company that in addition to the other Special Conditions of Use and without prejudice to the other restrictions imposed upon you by law, you will be bound by the covenants and undertakings contained in this Section B-9. In this Section B-7, unless the context otherwise requires:

"Member" means any person who is a Member of the Food Assembly during the Relevant Period and with whom you (or any of your personnel) had direct contact during the Relevant Period;

"Relevant Period" means the period for which you are an Assembly Host;

"Restricted Employee" means any person who was a director, employee or consultant of the Company at any time within the Relevant Period who by reason of that position and in particular his seniority and expertise or knowledge of confidential information of the Company or the Producers, or knowledge of or influence over the Members, Prospective Members or contacts of the Company, is likely to cause damage to the Company if he were to leave the employment of the Company and become employed by a competitor of the Company; and

"Restricted Period" means the period commencing on the date your appointment as an Assembly Host terminates and continuing for 12 months thereafter;

Both during the Relevant Period and during the Restricted Period, you will not, without the prior written consent of the Company, whether by yourself, through your employees or agents or otherwise and whether on your own behalf or on behalf of any person, directly or indirectly:

- a) in any geographic area in which the Assembly is active at the time you were the Assembly Host, carry on, be concerned or assist in any way, a business which is or would be in competition with any part of the Company as it was carried on at the time you were an Assembly Host;
- b) canvass, solicit or endeavour to solicit or induce, or otherwise seek or accept the custom of any Member;
- c) canvass, solicit or endeavour to solicit or induce any Producer to cease to deal with the Company and shall not interfere in any way with any relationship between a Producer and the Company; or
- d) employ or engage, or offer to employ or engage, or solicit or otherwise entice or attempt to entice away from the Company, any Restricted Employee.

You also hereby undertake to the Company that you will not at any time:

- a) during the period in which you are engaged by the Company to provide the services of Assembly Host or after the termination of that engagement, engage in any trade or business or be associated with any person engaged in any trade or business using any trading names used by the Company or any Group Company, including the names or incorporating the words "**Food Assembly**" or "**La Ruche**";
- b) after the termination of your engagement by the Company make any public statement in relation to the Company or any Group Company or any of their officers or employees; or
- c) after the termination of your engagement by the Company represent or otherwise indicate any association or connection with the Company or any Group Company or for the purpose of carrying on or retaining any business represent or otherwise indicate any past association with the Company or any Group Company.

Each undertaking in this section 7 above is a separate undertaking of the Assembly Host and shall be enforceable separately and independently by the Company. Each such undertaking is considered fair and reasonable by the parties.

Section C - Provisions Applicable to Producers & Responsibilities of Producers

11. Overview

You are required to:

- comply with all Applicable Laws and to pay all taxes, levies or duties to which you are subject as a result of your commercial activity as a distance seller and more generally in the context of your usage of the Website. You agree and understand that the Assembly Hosts and the Company will under no circumstances have liability in this regard ;
- comply with all Applicable Regulations and Laws that apply in the country you carry out your professional activity regarding particularly, but not limited to:
 - the Products presentation, packaging and labeling, the price setting,
 - hygiene and security, particularly, but not limited to, during the production, processing, packaging, transportation, storage and distribution of the Products. The Producer shall ensure that the venue for the Delivery comply with all legal requirements and applicable regulations, in particular oversees

the proper upkeep and the hygiene of the Delivery site. If not, the Producer shall invite the Assembly Host to adapt or change the venue. If any of the required changes are missing, the Producer may cease to deliver the Assembly without observing the period notice that shall apply in any other situation.

You are required to comply with each of the Terms of Use, these Special Conditions of Use, the Network Convention and the Data Privacy Policy at all times.

You shall not use the Website to organise any sales outside of the Website. You may only sell Products at the Distribution site that you have sold via the Website and you must not make any additional sales at a Distribution site which have not been made via the Website.

You are solely responsible for the Offers that you provide through the Website and the compliance of these with applicable laws and regulations in the country in which you operate.

You are solely responsible for the fulfilment of the sales contract with the members as well as for the quantity, quality and compliance of the delivered Products and the risks linked to their transportation, storage, conservation and delivery.

You shall ensure that the Products you offer for sale through the Website are available and that you have all required rights and authorisations to sell these Products.

If you wish to be listed as a Producer on the Website you must first register with the Website as a Registered User.

Your participation as Producer on the Website or in a new Assembly can be initiated in one of two ways:

- by your acceptance of an invitation from the Assembly Host or us; or
- by a direct request from you, subject our's and the Assembly Host's approval.

You must fully complete the following application forms which can be found on our Website:

- a form relating to your professional life, illustrated should you wish with a gallery of photographs showing your establishment and team (the "**Producer Folder**"); and
- a form relating to the proposed Products to be sold, with corresponding photographs should you wish (the "**Product Catalogue**").

You shall ensure that the information provided in the Producer Folder and the Product Catalogue remains accurate and up to date at all times.

You must also provide the Company with:

- any official document evidencing your status as a professional, any related identity document, as well as any documentation which evidences your fulfilment of any required administrative, fiscal and social obligations; and
- your bank details, via the communication method set out on the Website, which will be automatically transferred to the Payment Service to facilitate your remuneration.

You must provide all the information and documentation requested as part of the application process. Incomplete forms will not be considered.

We also reserve the right to request any additional information which we, in our sole discretion, deem necessary as part of the application process. We have complete discretion in determining whether to accept your application, taking particular note of whether your application demonstrates that you are capable of providing the successful delivery of Services and organising Sales and Distribution according to our technical and commercial requirements.

You shall have no recourse against us and no right to request compensation from us for any unsuccessful application. However, an unsuccessful application does not preclude the opportunity to participate in Assemblies as a Member or to use the Services as a guest.

12. Application Process

If you wish to be listed as a Producer on the Website you must first register with the Website as a Registered User.

Your participation as Producer on the Website or in a new Assembly can be initiated in one of two ways:

- by your acceptance of an invitation from the Assembly Host or us; or
- by a direct request from you, subject our's and the Assembly Host's approval.

You must fully complete the following application forms which can be found on our Website:

- a form relating to your professional life, illustrated should you wish with a gallery of photographs showing your establishment and team (the "**Producer Folder**"); and
- a form relating to the proposed Products to be sold, with corresponding photographs should you wish (the "**Product Catalogue**").

You shall ensure that the information provided in the Producer Folder and the Product Catalogue remains accurate and up to date at all times.

You must also provide the Company with:

- any official document evidencing your status as a professional, any related identity document, as well as any documentation which evidences your fulfilment of any required administrative, fiscal and social obligations; and
- your bank details, via the communication method set out on the Website, which will be automatically transferred to the Payment Service to facilitate your remuneration.

You must provide all the information and documentation requested as part of the application process. Incomplete forms will not be considered.

We also reserve the right to request any additional information which we, in our sole discretion, deem necessary as part of the application process. We have complete discretion in determining whether to accept your application, taking particular note of whether your application demonstrates that you are capable of providing the successful delivery of Services and organising Sales and Distribution according to our technical and commercial requirements.

You shall have no recourse against us and no right to request compensation from us for any unsuccessful application. However, an unsuccessful application does not preclude the opportunity to participate in Assemblies as a Member or to use the Services as a guest.

13. Successful Applications

If you are successful in your application to register as a Producer, you will be invited to open an Assembly management interface (the "**Food Assembly Management Interface**") by following the instructions provided to you on the Website or in the confirmation email we send you.

On the website, you will see a list of all Assemblies within a one hundred and fifty (150) mile radius of your establishment (your "**Geographical Area**"). By way of exception, you can be a Guest Producer, as defined in Article 13 and offer your Products for Sale in Assemblies located beyond your Geographical Area.

You are free to participate in Sales in either all or some of the Assemblies with which you are registered, subject that you may only offer your Products to the Assemblies situated in your Geographical Area, or beyond your Geographical Area if you are a Guest Producer, and to which you can offer all or some of your Products in accordance with the Distribution Day and the Timetable.

Prior to any participation in Sales, you shall create your Product Files, for which you will be solely and completely responsible, which shall be kept on the Product Catalogue. All Product Files shall contain:

- a) the name of the Product, including the name under which the Product is sold, as well as its origin if the omission of this information could threaten to mislead the consumer;
- b) a precise description of the Product, of the processes of manufacture (if applicable), as well as any statements and information required by, including without limitation, the Consumer Contracts Regulations 2013, any Applicable Law or guidelines governing the preparation and labelling of foodstuffs and any advertising and marketing Applicable Laws; and
- c) a photograph chosen to illustrate the Product.

You may keep your Product Files for as long as you wish and they may be modified, added to or deleted, provided that no Offer may be changed or deleted if an Order has already been placed and has not yet been delivered.

You shall also create in good faith Product Pages providing a full and accurate description of the Products in the language of the country in which you operate.

After completing your Product Catalogue in accordance with the procedures set out above, you shall create your Offers, which must include, inter alia, the essential characteristics of the Products, their price (per batch, per unit, by volume or by weight, as appropriate taking into account your obligations under Applicable Law), as well as all information pertaining to availability.

Subject to the prior approval of the Assembly Member, you may add new Offers at any time.

You will decide, for every Assembly that you are registered with, the minimum Orders threshold above which you are able to deliver the ordered Products.

If the minimum number of orders is not reached, you shall have twenty four (24) hours from the end of Sales to accept the orders notwithstanding that they have not reached the minimum order level. After this period has elapsed and unless you have expressly accepted the order, the

Orders in question will be deemed cancelled and you shall have no obligation to complete such orders.

On acceptance of an Order, you enter into a binding contract with the Members for the Products (and Delivery thereof).

You have absolute discretion and responsibility for setting the price at which the Products will be sold on the Website. You shall quote this price in pounds sterling, inclusive of all taxes and must not impose any kind of supplementary cost related to the delivery and the collection of Products.

14. The Guest Producers

You can be invited by an Assembly Host to propose your Products to the Sale in an Assembly located beyond your Geographical Area (the "Guest Producers"), in the conditions set upon Article 4.

15. Implementation of the Sales

Sales are concluded directly between the Producer and the Members in the Sales Space of each Assembly. Any sale undertaken outside the Sales Space is considered as not having taken place on the Website and frees the Assembly Hosts and the Company from any obligations to which they would otherwise be bound under these Special Conditions of Use.

We shall provide confirmation once a Sale has occurred by way of an Order Confirmation.

You must check the conformity of all Order Confirmations and notify the relevant Assembly Host of any errors or omissions within six (6) hours of receipt. If you fail to notify the Assembly Host of any errors or omissions within this time frame you shall bear any charges or costs resulting from any non-conformity.

16. Delivery

16.1. General

You shall deliver your Products, either personally or by an authorised distributor acting on your behalf, on the Distribution Day in accordance with the Timetable.

You must sign the Delivery Form issued by the Assembly Host, having notified the Assembly Member of any reservation that may be necessary. Only information given on the Delivery Form will be considered in the event of a dispute.

You must reclaim any Products that are either not picked up by a Member or not compliant with the Order Confirmation at the end of each Timetable timeslot and are responsible for their lawful disposal.

16.2. Producers representation

Any Producer who could not attend the Delivery and therefore could not assure the Delivery of its Products in person can be represented by another Producer (hereinafter the "**Producer Agent**").

This mechanism shall be used by any Producers wishing to mutualize means.

The Producer undertakes to inform the Producer Agent of all applicable obligations within these Special Conditions of Use or any applicable regulations, especially relating to the hygiene and security of the Products. The Producer who mandates another remains solely liable for the proper execution of these obligations.

Notwithstanding the provisions above, Producers undertake to give their best efforts to attend as much as possible to the Deliveries in order to deliver in person their Products to the Members of the Assembly.

17. Unavailability

In the event that you are unable to deliver the Products on the Distribution Day and/or during the Timetable, despite the Sale being concluded, you must immediately notify the relevant Assembly Host, who will immediately notify the relevant Members.

In this event you must attempt to find a reasonable solution. If you are unable to find a solution, the Members will not be charged the cost of their Order or, if they have already been charged, they will be refunded.

18. Withdrawal and Exclusion of a Producer

You may decide to end your participation on the Website at any time, provided that:

- a) the Assembly Host to which you have made Offers are given at least two (2) months' notice;
- b) any existing Sales are carried out;
- c) you have fulfilled all obligations incurred under all Sales;
- d) you have informed us of your intention to withdraw from the Website on no less than two (2) months' notice; and
- e) you have received all payments due for Sales carried out before your withdrawal.

The Company shall have the right to remove any Producer in breach of these Special Conditions of Use (including the Network Convention), the General Terms and Conditions and/or any Applicable Laws and who has failed to rectify such breach within fifteen days of delivery of a notice from the Company.

You will be solely responsible to the Users and the Assembly Hosts for the consequences of your withdrawal or exclusion.

Your withdrawal or exclusion as a Producer for whatever reason, automatically brings about the loss of your status of Producer, the deactivation of your Food Assembly Management Interface, and the deletion of your Producer File, Producer Catalogue and Offers on the Website.

In the case of withdrawal, you may nevertheless continue to use the Services as a User or registered guest.

19. Remuneration of the Company

As a Producer you are responsible for paying the Company and the relevant Assembly Host a brokerage commission equal to 10% each of the total turnover excluding tax, for each Sale that you receive from the Members of all relevant Assemblies. This brokerage commission includes all the Payment Service fees.

By way of exception, in the event you are a Guest Producer as described in Article 13, the brokerage commission due to the Company and the relevant Assembly Host shall be equal to 12% each of the total turnover excluding tax, for each Sale that you receive from the Members of all relevant Assemblies.

We will prepare an invoice addressed to you for each Sale and we, together with the Assembly Host will be paid directly through the Payment Service, within a period of ten to fifteen (10 to 15 days) from the Assembly Host's approval of the Distribution.

The Company and the relevant Assembly Host will have no right to receive commission in the event of the cancellation of a Sale or return of a Product by a Member, or the non-delivery of a Product.

The Assembly Host authorises the Company to invoice you, in his or her name and on his or her behalf, for his or her commission on each Sale. It is the responsibility of the Assembly Host to inform the Company of his or her liability or exemption from VAT. In the absence of this information, the Assembly Host is assumed to be liable for VAT until he or she can prove otherwise. We provide the Assembly Host with a technical tool which summarises invoices issued and shows payment history, accessible from his or her Management Space.

20. Remuneration of the Producer

Your remuneration as a Producer is determined by the price of the Products successfully delivered to Members, subject to any retraction or deduction of the commissions owed to the Assembly Host and us.

Your remuneration will be paid to the bank account linked to your Professional Electronic Wallet.

You authorise us to invoice, in your name and on your behalf, the price of the Products to the Members purchasing your Products.

You shall inform us if you are registered for VAT. In the absence of such information, we shall presume that you are registered for VAT until you provide evidence to the contrary.

We shall provide you with a technical tool that summarises bills generated and payment history, which is accessible from his or her Food Assembly Management Interface.

Section D - Additional Responsibilities of the Company

We shall comply with our obligations under each of the Terms of Use, these Special Conditions of Use and the Network Convention at all times. We provide you with the technical models and tools required for the Services you're using on the Website. Your use of these are at your sole risk, and we shall not be liable for your use and to the fullest extent permitted by law, we exclude all liability to you arising from or in relation to such use.

Section E - Additional Provisions Common to all Professionals

21. Obligations relating to Information Provided

You shall ensure that all documentation and information provided to us and/or included on the Website, whether in the context of your application or at a later stage, is accurate, up to date and not misleading.

You shall be solely responsible for any losses arising (whether directly or indirectly) as a result of or in connection with any failure of you to provide accurate, up to date and not misleading information on the Website.

You must always indicate whether you are acting in your own name, as a legal representative of a legal person or body, or on behalf of a legal person or body that you are duly entitled to represent. In both of the latter cases, you must provide proof of such rights if requested by us.

We reserve the right to request any additional document or information, particularly those regarding your identification needed to comply with the "Know Your Customer" policies related to our Payment Service's [Terms and Conditions](#). Professionals hereby expressly agree to respond without delay to this demand.

22. Payment Procedures

In order to provide Services and particularly in order to ensure you receive payment, a professional electronic wallet managed by the Hipay and distinct from the Electronic Wallet for Members, is attributed for your use (the "**Professional Electronic Wallet**"). This Professional Electronic Wallet is linked to the bank account you provide during your application.

All amounts due to you in relation to Services provided are paid into the Professional Electronic Wallet and are subsequently automatically transferred to your designated bank account.

In order to benefit from the Services available to you on the Website as a Professional, you must maintain a Professional Electronic Wallet with the Payment Service.

In the event of termination of the contract between you and the Payment Service for whatever reason you will automatically cease to be a Professional and will instead assume the status of a Registered User.

23. Complaints

As an Assembly Hosts you are required to consider the complaints of the Members regarding the delivery of Products without delay, and to offer all solutions in your power.

As an Assembly Hosts you must notify us and the relevant Producers of any complaints with regard to delivered Products without delay.

Once notified, the Producer shall be solely responsible for resolving complaints relating to their Products without delay.

Assembly Hosts are also required to inform us without delay of any disputes relating to any issues related to the collection of Products with Members or Producers which it cannot resolve. In such cases, we will consider the best course of action for the correction of errors and omissions and propose an equitable adjustment to the payment where appropriate, which the relevant Member and Producer must consider and come to agreement on. Where the Member and Producer cannot agree, our decision will be final.

24. Limitation of Liability

Nothing in these Special Conditions of Use excludes or limits liability for death or personal injury arising from negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, all conditions, warranties, representations or other terms which may apply to the Website or any content on it or the Services, whether express or implied, are excluded.

We shall not be liable to any Professional for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a) use of, or inability to use, our Website or the Services;
- b) use of or reliance on any Content displayed on our Website;
- c) loss of profits, sales, business, or revenue;
- d) business interruption;
- e) loss of anticipated savings;
- f) loss of business opportunity, goodwill or reputation; or
- g) any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

25. Severability

If any of these Special Conditions of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

26. Modifications

The Company reserves the right to modify these Special Conditions of Use at any time. You should check this page periodically to review any changes made to these Special Conditions of Use.

Should you refuse to accept the modified Special Conditions of Use, you must de-register from the Services or, if you wish to remain a registered user or become a Member, immediately inform us of your wish to renounce your status as a Professional.

Any Professional who continues to use the Services as a Professional after the entry into effect of the modified Special Conditions of Use is deemed to have accepted the modifications.

27. Waiver

Any failure by us to require strict performance of any of your obligations under these Special Conditions, and any failure by us to exercise any of the rights or remedies to which we are entitled, shall not constitute a waiver of such rights or remedies and shall not relieve you from

compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

28. Applicable law and jurisdiction

These Special Terms of Use are governed by English law. In the event of a dispute regarding the validity, interpretation and/or execution of these Special Terms of Use, the parties submit to the exclusive jurisdiction of the English courts.

29. Entry into force

These Special Conditions of Use came into force on May 25th, 2018.