



Grands Moulins  
de Paris

# BAKERY

*Collection*

■ Maison française since 1919 ■



## OUR PASSION BRINGS US TOGETHER

Grands Moulins de Paris has drawn inspiration from its unique, 100-year history to establish real French milling know-how.

Deeply rooted in France, **our seven local mills and our baking mix production sites** contribute to the local economy.

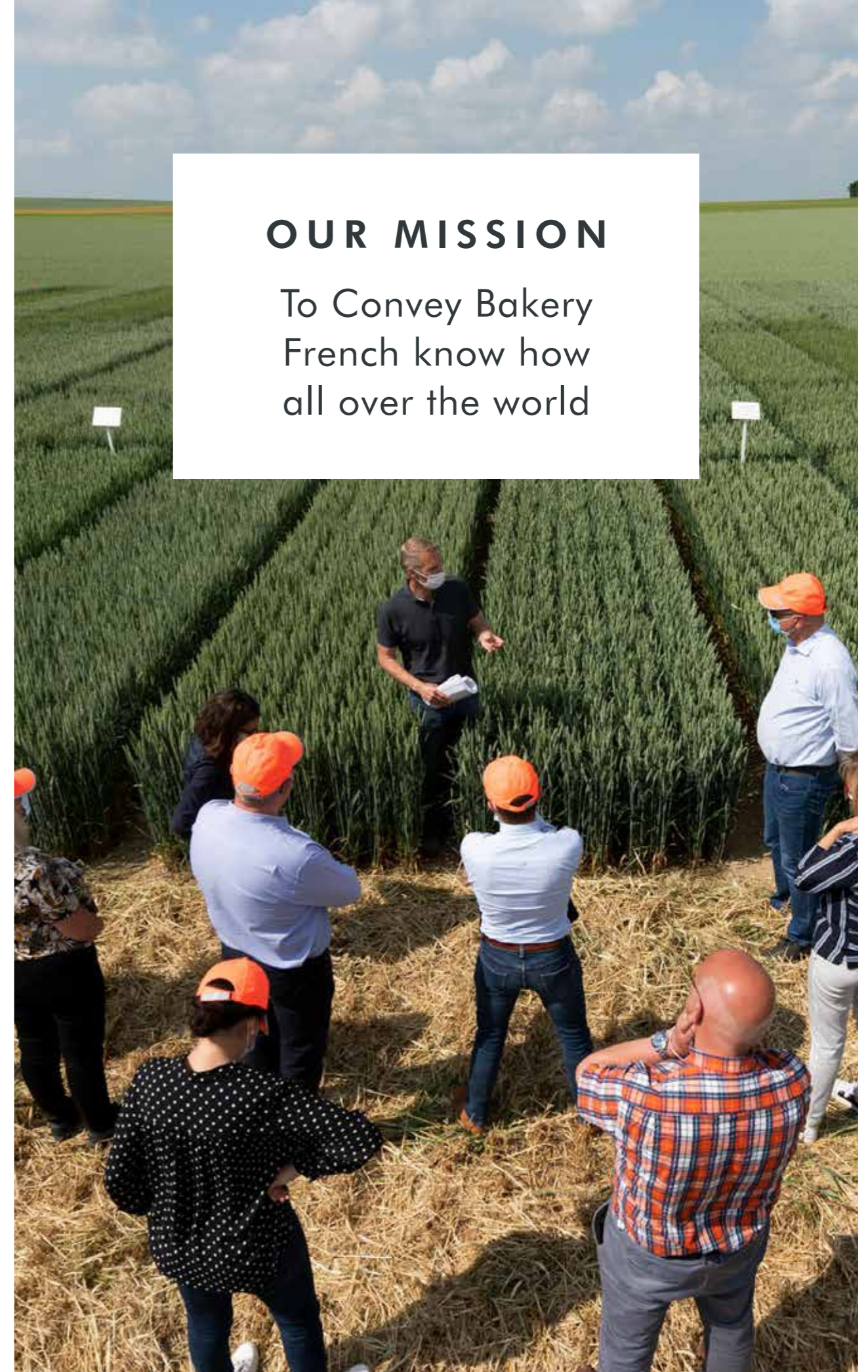
We are proud to belong to **VIVESCIA cooperative group's 10000 member-farmers**. We are at the heart of the wheat-flour-bread industry. We cultivate close ties with wheat growers throughout France to source the best wheat and ensure the wheat industry becomes more environmentally and socially responsible.

Grands Moulins de Paris's history **is full of people with a passion** for the bakery industry and who build real, lasting close relationships with their stakeholders. A real partner in our customers' success, we offer them advice, services and products that are in line with consumer trends and simplify their everyday lives.

These close relationships are also about looking **towards the future with the "grain of audacity" that characterises us**. For this, we can also rely on the **Paris Bakery and Pâtisserie School** (École de Boulangerie et de Pâtisserie de Paris) and **Grands Moulins de Paris's brotherhood** of bakers to promote French baking know-how to younger generations and in more than 65 countries around the world.

We are determined to act together **for more responsible food, from farm to fork**.

We work closely with the men and women in the field, striving for great quality bread every day, wherever we are.

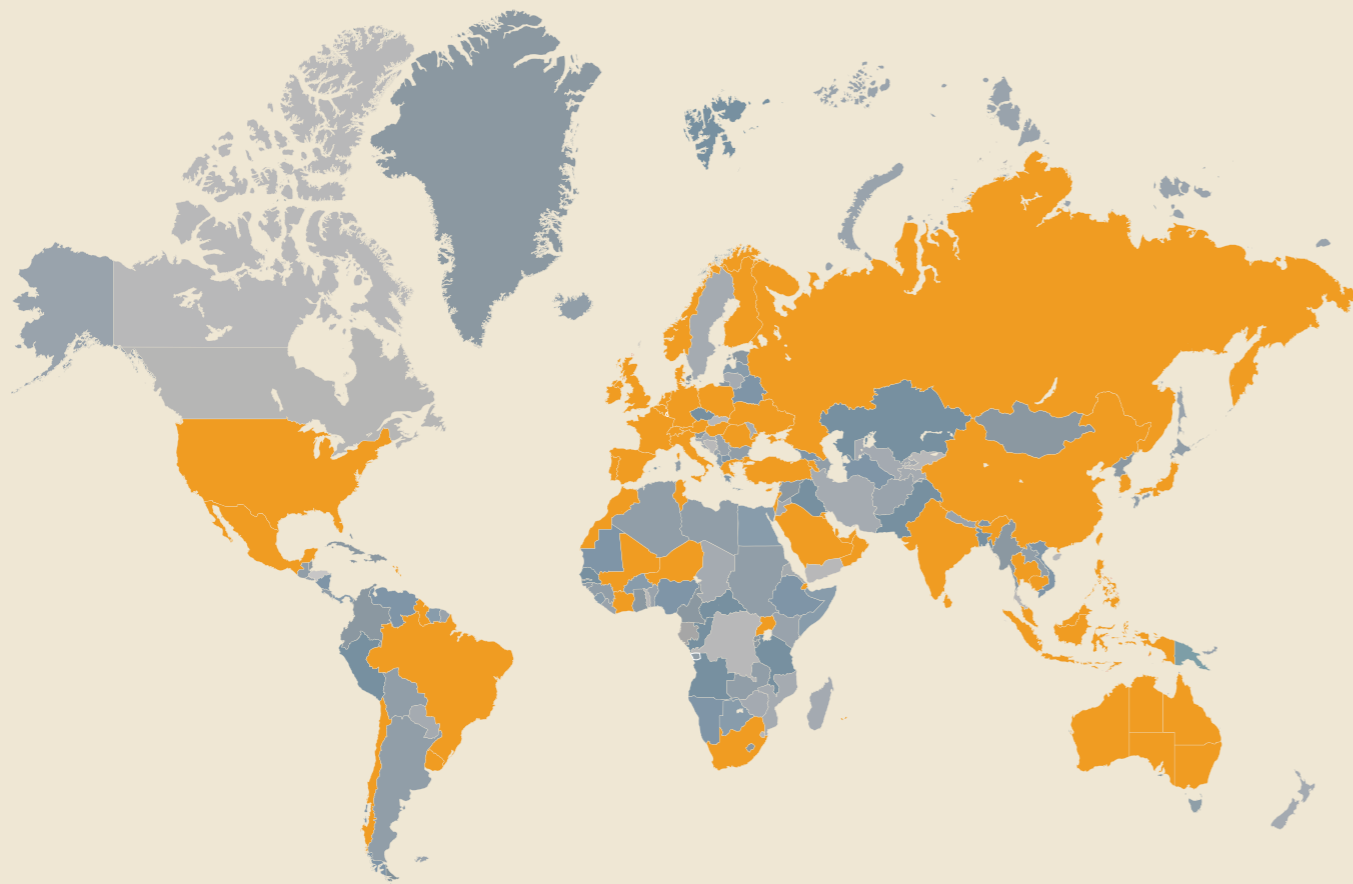


## OUR MISSION

To Convey Bakery  
French know how  
all over the world

# MUCH MORE THAN A SUPPLIER

An international presence backed  
by substantial logistics expertise



**More than 50 years of export experience** with a strong presence and support at every stage of your purchase



**A selection of the best varieties of wheat** to bring you the best quality of flour for your application



**A team of experts at your service** and proud to share its know how (member of the bakers' brotherhood). We can offer you **personalized support** through our So pro services



A variety of **content and events to feed your creativity**: recipes, tutorial videos, broadcasts, masterclasses, summer camps...



**A communication support** to provide you a **complete toolbox**: product sheets, videos, social networks, posters, bread bags...

# À TABLE !

We are committed to **Alimentation responsable (responsible food)!**  
With Grands Moulins de Paris, you can eat premium quality products while looking after nature.

## Healthy eating

100%

**Transparency:** Our communication is clear and comprehensible for customers and consumers: packaging, websites, factory tours, etc.

Of our products can be enjoyed as part of balanced diet.

## SIMPLE AND DELICIOUS



We prefer ingredients that consumers know and recognise in our recipes with a focus on innovation and progress

## A healthy future

100%

of the wheat grain is **used** in our mill

of the wheat grain used in our mills **stored without** insecticides since 2020 harvest

of our secondary packaging (paper or cardboard) for flour and mixes is made out of **recycled materials**

## ECOLOGICAL TRANSPORT



When feasible, our wheat is transported mainly by ecological transport: barge, train or pipe connecting the wheat silo to the mill.

2 of our mills produce organic flour from organic French wheat

## Improving the quality of life

For our employees,

OBJECTIVE:

0 serious or fatal accident

100%

of our employees have access to an ethics whistleblower system since 2020

For everyone,

100% LOCAL

The wheat used in our seven regional mills comes from France, the majority of which is grown within a radius of 125 km.

The Campaillette Grand Siècle produced in Paris Gennevilliers is made exclusively from selected wheat varieties from the Paris region.

Every year, we train future artisan bakers through the Paris Bakery and Patisserie School (EBP): **300 apprentices** and **100 mature students** retraining.

100% traceability from field to fork

## AGAINST FOOD WASTE



To fight food waste, we suggest tips for our future customers



## BROTHERHOOD OF BAKERS

Grands Moulins de Paris has nearly

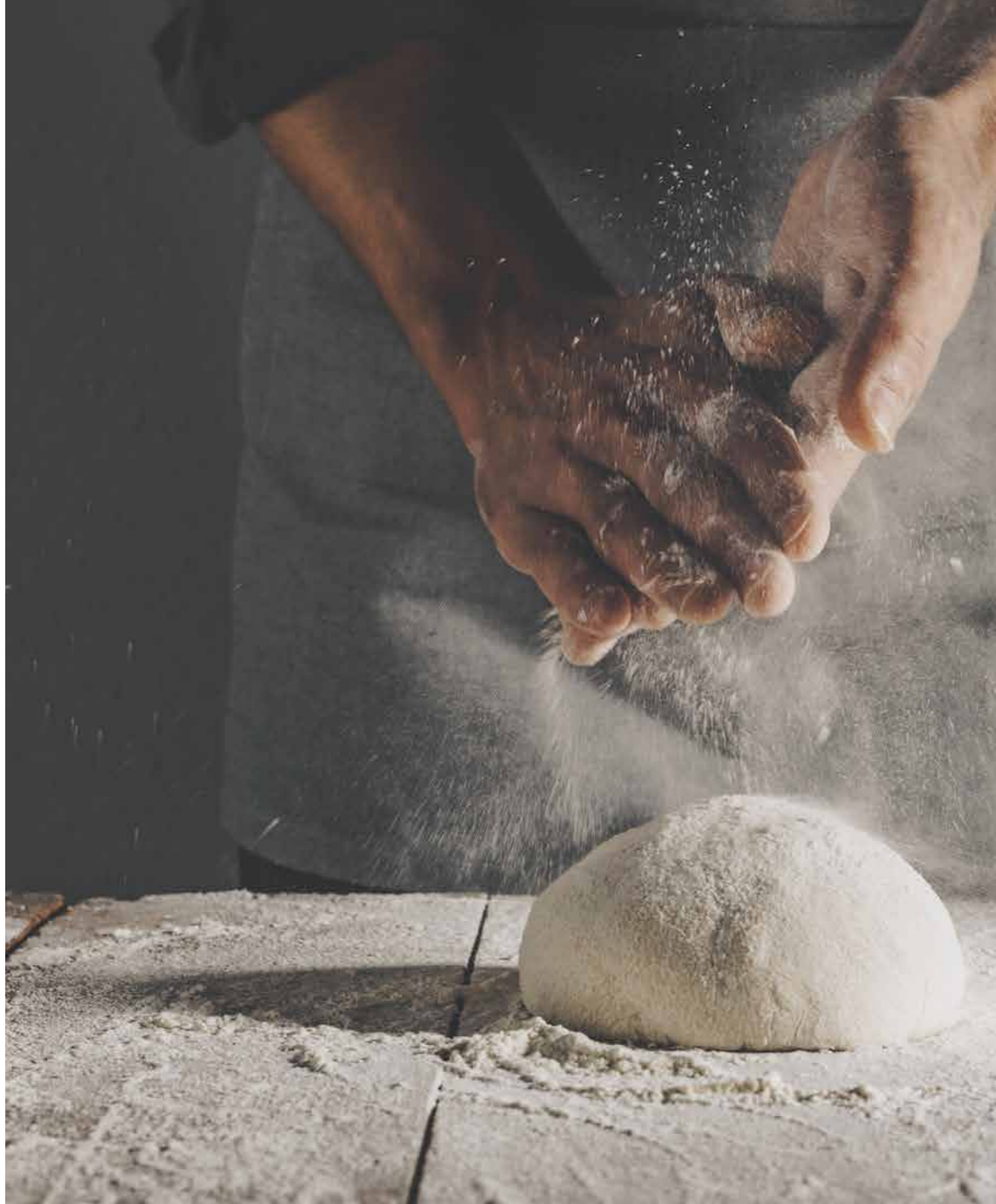
# 60

**experts technicians**



Technical advisers support our customers both in France and abroad.

Each day, the test bakers in our mills carry out bread-making tests to make sure our **flours and baking mixes are completely consistent**. The expert bakers in our Product **Development and Innovation** department fashion new products with innovative raw materials for economical bakery products that look, taste and smell great every time. Last but not least, the trainers at the “**École de Boulangerie et de Pâtisserie**” teach both young people and adult career changers everything they need to know to become artisan bakers. These professionals have created a Brotherhood of bakers to discuss ideas for current and future products, approve innovation projects and help create GMP’s signature recipes. It is a **community of dedicated men and women committed to spreading France’s baking traditions far and wide**, with a focus on making simpler and more socially responsible products.



## SUMMARY

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## FLOURS

# Bread flour

Flour for traditional french bread



### TRADITION T65

Traditional French baguette flour must-have

- For a baguette with a sweet typical flavour
- Cream-coloured and very open crumb with a crusty crust
- Very tolerant, easy to do

Code 29900 - 25 kg / 12 months



### CAMPAILLETTE GRAND SIÈCLE T65

Wheat flour for traditional bread

- Grands Moulins de Paris branded Best-Seller
- Wheat flour for traditional french baguette
- For an exceptional traditional baguette, with an open and creamcoloured crumb

Code 00463 - 25 kg / 12 months

For french bread (pain courant français)

### OR T55

T55 wheat flour for pain courant français (French bread)

- Unmissable multi-purpose flour for baguettes and all breads
- Fits to all working methods

Code 00165 - 25 kg / 12 months



Special breads

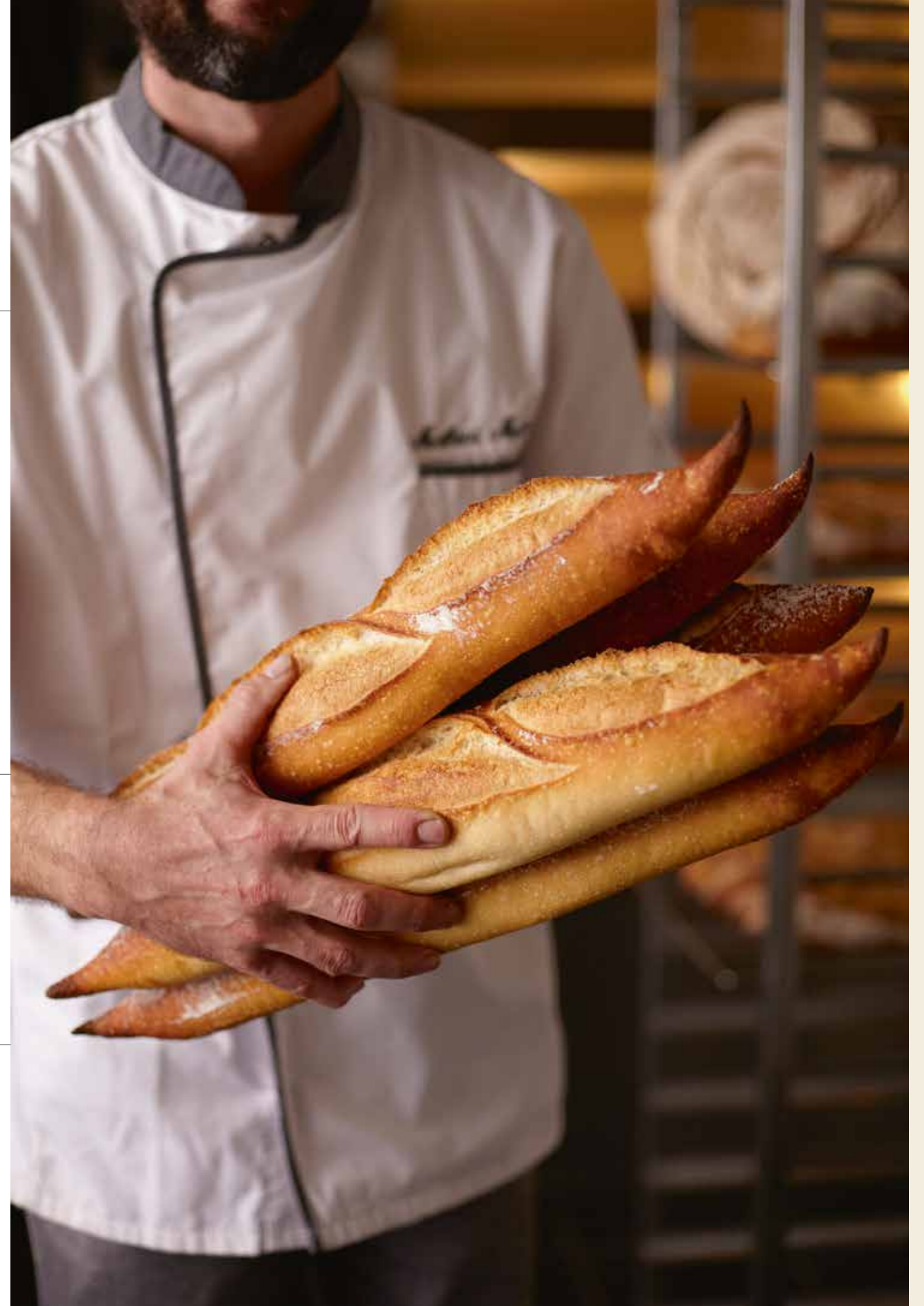


### MEULE T80

stone ground wheat flour

- Ideal flour for an old-style bread with a light and opened crumb and characteristic flavour brought by the groundstone process

Code 46503 - 25 kg / 12 months





## RECIPE HAZELNUT KING CAKE (GALETTE DES ROIS)

### INGREDIENTS

#### For the puff pastry:

- Special puff pastry flour: 1 kg
- Salt: 25 g
- Water: 450 g
- Butter: 50 g

#### For the hazelnut cream:

- Hazelnut powder: 50 g
- Sugar: 50 g
- Butter: 50 g
- Eggs: 50 g
- Flour: 10 g

### PREPARATION

- 1- Make four double folds and leave the dough to rest for 24 hours.
- 2- Roll out the puff pastry to 3 mm in thickness.
- 3- Cut out two circles of 23 cm in diameter.
- 4- Prepare the frangipane: Mix the softened butter with the sugar. Add the hazelnut powder and flour. Incorporate the eggs. Reserve in a piping bag.
- 5- Pipe the hazelnut frangipane onto the first circle.
- 6- Cover with the second circle. Seal.
- 7- Bake for 45 minutes in a closed cake ring with a baking tray on top to obtain a uniform result.
- 8- Remove from the mould. Add the caramelised hazelnuts.
- 9- Sprinkle with icing sugar and bake for a further 5 minutes.

## Viennoiserie flour



### GRUAU ROUGE T45

Wheat flour T45

- A strong flour for multiple purpose : viennoiserie, brioche, soft breads
- Flour extracted from the heart of the wheat
- Protein rate allow to provide a lot of strength
- Suitable for recipes rich in butter, eggs, dried fruits, inclusions...

Code 00982 - 25 kg / 12 months

## Pâtisserie flour



### PATISSIÈRE VIOLETTE T45

Wheat flour T45

The multi-purpose flour for all pastry

- Can be used for all puff pastry or leavened dough (shortcrust pastry, biscuits...)

Code 61895 - 25 kg / 12 months



## Noémie Tessier

Executive cheffe Pâtissière  
Angelina Paris USA

"Working with flour from Grands Moulins de Paris is a real pleasure. It gives strength to the dough which allows us to have beautiful éclairs. This flour incorporates perfectly into our recipes. The aesthetic and taste results meet our expectations"



## BAKERY MIXES

### Special Breads



#### CAMPAILLOU

Country bread

Grands Moulins de Paris historical product for more than 40 years

- Great taste of our unique rye sourdough\*
- A brown and open crumb with a thick and cracked crust
- The highest hydration rate in the range (80%)

Code 11065 - 25 kg / 12 months

\* In accordance with French bread legislation, the use of deactivated and dehydrated sourdough does not allow you to label the product "pain au levain" (sourdough bread).



### Alexandre Darbousset

Le Café Gourmet, Savannah, Georgia

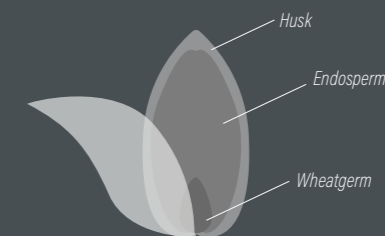
"After an international offshore engineering cursus, I chose l'École de Boulangerie et de Pâtisserie de Paris for my vocational training. The staff was very helpful and skilled. They helped me develop my menu and my recipes, knowing it would be a challenge working with ingredients from another continent.

After a couple of years we decided to expand our activities. Thanks to **Grand Moulins de Paris products**, we have improved our process and products. We now supply a dozen hotels and restaurants, we own two cafes and are selling at four farmers markets.

Thanks to the quality of the flours and mixes, the processes are easier, we can produce more quantity but also the general quality of the baked goods significantly improved.

When you decide to wake up every night at 2 AM to make excellent delicatessens and put all your energy into creating quality baked goods, you have to work with the best ingredients."

### Consumers are in search of authenticity



They are moved by the artisan baker's know-how, as well as the history behind every product. They want a return to traditional products; **a taste of the past is a guarantee of quality.**

**Stoneground flour** contains more of the wheat grain – part of its husk, and in particular the wheatgerm – which is why it is so good.

The remaining percentage (0 to 5%) of ingredients of agricultural origin can be non-organic as long as they feature in annex IX of (EC) regulation no. 889/2008.\*



### Viennoiserie and soft bread



#### BAGUETTE VIENNOISE

Mix for the making of butter viennaise baguette

- Soft breads (baguette, milk roll, soft sandwiches..) with a sweet crumb
- An excellent balance between butter and sugar

Code 01133 - 25 kg / 12 months

## INGREDIENTS

### Toasted malt

Natural food products, 100% clean label. Malts offer unique visual signatures to the crust and crumb of your products. Ideal for bringing a unique note to your product by softening its color. Recommended dosage: 0.2% to 5%.



#### MALTROAST 1300

Dark malt

- Intense dark brown color

Code MV066 - 5 kg / 12 months



#### MALTROAST 200

Light malt

- Warm caramel brown color

Code MV067 - 5 kg / 12 months



## Deactivated and dehydrated sourdough (powder)



#### Over 50 years of know-how

We have been making our sourdough using a traditional baking method for more than 50 years.



#### Made in France

All our sourdough is made in our mill in Reims (Eastern France).



#### At least 72 hours fermentation time

A slow process to obtain the perfect balance between acidity and aromatic intensity.



#### No starter culture

Our production method uses a traditional recipe like the one used by artisan bakers.

### A range of flavours to bring the best out of your products

- A wealth of aromas
- Great final result with a darker, caramel cream crumb
- 100% clean label and natural
- Easy to use



#### RYE SOURDOUGH

A sourdough\* with character

- Ideal for characterizing your breads
- Note: rye, roasted/ malted hints

Code MV068- 5kg/ 12months



#### WHEAT SOURDOUGH

An essential sourdough\*

- A must-have for bringing flavor to your product gently
- Notes: Cereals, roasted, malted hints

Code MV069- 5kg/ 12months



#### WHEAT GERM SOURDOUGH

A sourdough\* that provides savoury notes

- Notes: savoury, grilled cheese

Code 04835-5kg/12 months

**Recommended dosage:** 0,5 % à 5 %.

**Conditioning:** 5 kg.

**Use:** for special breads and fine bakery products<sup>1</sup>.

\* In accordance with French bread legislation, the use of deactivated and dehydrated sourdough does not allow you to label the product "pain au levain" (sourdough bread).

<sup>1</sup> Prohibited in tradition french bread and common french bread (pain courant français)



## IMPROVERS

### SERENITY

- A unique improver for multiple purpose
- A simple and clear dosage depending on products & use
- A guaranteed volume
- Higher tolerance of the dough
- Easy to use



Code 10606 - 10 kg / 12 months



### HELP

- High quality product guarantee with any flour
- Ideal for all Bakery products
- Easy to use

Code 01035 - 20kg / 12 months

# CONSERVATION

Store in a cool, dry place. Best before: see date on top of packaging. The product is subject to drying, which may lead to variations in weight. The product must be cooked before consumption\*.

\*Except for Crema Froid-11035 product

## GENERAL TERMS AND CONDITIONS OF SALE - EXPORT

Effective as of 01/01/2022  
Grands Moulins de Paris S.A. ("GMP")  
Public limited company with capital of  
€37,232,832.00.  
Registered office: 99 Rue Mirabeau - 94200  
IVRY SUR SEINE - France 351 466 495 RCS  
CRETEIL

### Article 1: Preamble - General - Written agreement

#### 1.1 Definitions

For the purposes hereof, the following capitalized terms and expressions shall have the following meanings, whether used in the singular or plural:

**"Customer"** means any customer, excluding Boulangerie Artisanale Limitrophe, who orders Products from GMP for deliveries or marketing/consumption/use in all countries outside mainland France and Corsica. Boulangerie Artisanale Limitrophe means the bakers/pastry chefs, bakery/pastry networks and their central purchasing bodies, if any, which order Products for deliveries located within a radius of hundred (100) Km around the French border (mainland France).

**"GTCS"** means these General Terms and Conditions of Sale.

**"Final Order"** means the order for Products which has become firm and final. For GMP Brand Products, the Final Order is defined in article 3.1.2 above. For Customer Brand Products, please refer to article 4.2.1 above.

**"Delivery Date"** means the date of delivery of the Products indicated on the Final Order.

**"Customer Brand"** means a trademark, logo, own distinctive sign, trade name or family brand name, whether registered or not, owned or licensed by the Customer.

**"GMP Brand"** means a trademark, logo, own distinctive sign, trade name or derived family brand name "Grand Moulins de Paris", whether registered or unregistered, and belonging to GMP.

**"Product"** refers to GMP Brand Products and Customer Brand Products.

**"Customer Brand Products"** means the products listed in GMP's standard catalogue and sold to the Customer under the Customer Brand.

**"GMP Brand Products"** means the products listed in GMP's standard catalogue and sold to the Customer under the GMP Brand.

GMP and the Customer shall be referred to herein individually as the **"Party"** and collectively as the **"Parties"**.

#### 1.2 Scope

The GTCS apply to all orders for Products placed with GMP by the Customer for deliveries

outside mainland France, Corsica included or to all orders concerning Products intended to be delivered or at least to be marketed / consumed / used directly by the Customer in all countries outside mainland France.

#### 1.3 General provisions

**1.3.1** The GTCS are communicated to the Customer within the legal deadlines.

**1.3.2** These GTCS constitute the sole basis for commercial negotiations.

**1.3.3** The Customer is reminded that these GTCS have been established taking into account GMP's internal constraints and requirements and that its content reflects the conditions under which GMP is able to best serve its Customers.

Thus, the forced and/or abusive alteration of the GTCS by the Customer, in particular through adherence to contrary purchasing or supply conditions, is likely to call into question GMP's performance and service rate and possibly create a significant imbalance between the rights and obligations of the Parties.

Consequently, unless otherwise agreed in writing by the Parties, any order placed with GMP implies full and complete acceptance by the Customer, without exclusion or reservation, of these GTCS. These shall prevail over any contrary provision that may appear on the Customer's purchase orders, its general terms and conditions of purchase, or any other document that may be issued by the Customer.

**1.3.4** The fact that GMP does not avail itself, at a given time, of any of the clauses of these GTCS, cannot be interpreted as a waiver of its right to invoke it at a later date.

**1.3.5** These GTCS cancel and replace the conditions previously issued.

#### 1.4 Written Agreement

**1.4.1** Any modification or addition to the terms of these GTCS shall be formalised in a written agreement signed between the Parties. Derogations from the GTCS must be fully justified and demonstrated in view of the obligations entered into by the Customer.

**1.4.2** It is recalled for all intents and purposes that the written agreement must reflect the meeting of the minds, and may not consist in the signing of a contract of adhesion pre-drafted by the Customer without the possibility of amending its clauses.

**1.4.3** Any clause in this agreement that proves to be contrary to a clause of these GTCS shall automatically prevail over said clause of the GTCS.

**1.4.4** The written agreement and the obligations contained therein shall be binding only on the parties who signed it.

### Article 2: Orders: conditions common to GMP Brand and Customer Brand Products

#### 2.1 Placing the order /modification of the order

**2.1.1** Orders for GMP Brand Products are exclusively made by EDI or by e-mail, unless GMP has expressly accepted another method of issuance.

**2.1.2** By express agreement, the modification of the order may consist, without this list being exhaustive, of a splitting thereof into several deliveries or a delivery of a substitute product, it being specified that any substitute product shall be approved in advance by the Customer in order to be delivered.

However, it is specified that the purpose or effect of the modification of the order is not to reduce the delivery period of the Products initially indicated in the said order.

#### 2.2 Minimum order quantity required

**2.2.1** For deliveries by road and/or river transport, unless otherwise agreed, the minimum order quantity is one (1) (non-homogeneous) pallet for the Products packaged in bag/big bag and twenty (20) tonnes (all Products combined) for Products delivered in bulk; GMP reserves the right either to reject any orders below these minimum quantity or to add additional delivery costs, without GMP being able to be held liable in this respect and without any penalty being applied to it.

**2.2.2** For deliveries made in whole or in part by sea, unless otherwise agreed, the minimum order quantity is:

**a)** twenty-five (25) tonnes (all Products combined) for deliveries made in 40-foot containers;

**b)** twenty (20) tonnes (all Products combined) for deliveries in 20-foot containers.

In the event of non-compliance with these minimum quantities to be ordered, GMP reserves the right either to reject any lower order or to invoice the Customer for the so-called «dead freight» costs, without being liable as a result of this and without any penalty being imposed on it.

### Article 3: GMP Brand Products Terms and Conditions

#### 3.1 Modification, cancellation, final acceptance

**3.1.1** Each of the Parties is entitled to modify or cancel an order for GMP Brand Products, without having to justify the reason, up to five (5) working days prior to the Delivery Date (for non-containerised deliveries) or the date of container packing as communicated in advance to the Customer (for containerised deliveries) ("Period of 5 days") without liability and without any

penalty being applied to it.

**3.1.2** After the Period of 5 days, the order will be considered firm and final and will therefore bind each of the Parties.

#### 3.2 Consequence of non-compliance with the Period of 5 days

**3.2.1** In the event of a request by the Customer to change the order beyond Period of 5 days, GMP reserves, at its sole discretion and without being held liable for this reason, the right to cancel the order or to honour the initial or modified order in accordance with the conditions of Article 3.1.1. Supra. For the avoidance of doubt, no penalty may be applied and no refusal of delivery may be invoked on the grounds that GMP has not granted the Customer's change request made after the period.

**3.2.2** Payment of any order cancelled after the Customer Deadline will be due in full and GMP reserves the right in this case to invoice the costs already incurred to fulfil the order.

### Article 4: Terms and Conditions applicable to Customer Brand Products

#### 4.1 Order forecast

**4.1.1** For any request to supply Customer Brand Products, the Customer undertakes to send GMP at the beginning of each calendar month a forecast of orders for the next three (3) months, indicating the references and quantities of Customer Brand Products as well as the desired delivery dates.

**4.1.2** The forecast become a firm and definitive commitment by the Customer to order the Customer Brand Products in question (number and reference) thirty (30) calendar days before the delivery date indicated in the provisional order.

**4.1.3** In the event of non-compliance by the Customer with the requirements in terms of forecast referred to in article 4.1.1 Supra, GMP may not be held liable for any reason whatsoever in the event of late delivery or missing Customer Brand Products, and the Customer cannot claim any compensation or penalty in these cases.

**4.1.4** Forecast shall be sent to GMP by e-mail.

#### 4.2 Orders for Customer Brand Products: modification/compliance with the forecast

**4.2.1** The Customer acknowledges that GMP is entitled to modify or cancel an order for Customer Brand Products, without having to justify its reason, without being held liable in this respect and without any penalty being imposed, up to five (5) working days before the Delivery Date (for non-containerised deliveries) or the date of container packaging as previously communicated by GMP (for containerised deliveries). After the period of five (5) working days expired, the order will be considered accepted by GMP and will therefore be binding on GMP.

**4.2.2** The Customer undertakes not to modify or cancel the order once it has been sent to GMP. Any order placed by the Customer constitutes a firm and definitive commitment on its part to accept delivery and pay for the Customer Brand Products ordered. For the avoidance of doubt, no penalty may be imposed and no refusal of delivery may be invoked on the grounds that GMP has not complied with the Customer's request for modification or cancellation.

**4.2.3** In the event that the firm orders placed by the Customer prove to be less than the volumes of the estimates sent by the latter, the Customer undertakes to dispose of the excess of the Customer Brand Products already manufactured and to accept delivery within the deadlines indicated by GMP. Failing this, GMP is authorised to sell the Customer Brand Product (after making the necessary label or packaging modifications) by itself to any other third party customer and to invoice the Customer for all costs and expenses, including any losses, related to the sale of its Customer Brand Products and their repackaging in particular.

In addition, in this case, the Customer undertakes to reimburse GMP for all costs and expenses related to the disposal, management and/or destruction, where applicable, of the raw materials and packaging that have not been used by GMP.

**4.2.4** Should the firm orders placed by the Customer prove to be in excess of the forecast sent by the Customer, GMP shall make its best efforts to deliver the volumes of Products not planned. However, GMP may not be held liable for any reason whatsoever in the event of late delivery or missing Products, and the Customer cannot claim any compensation or penalty in this case.

#### 4.3 Use of the Customer Brand

**4.3.1** The Customer expressly authorises GMP to use the Customer Brand for the purposes of manufacturing, packaging and selling the Customer Brand Products.

**4.3.2** GMP acknowledges that the right to use of the Customer Brand granted under 4.3.1 Supra to it does not confer any ownership rights upon GMP. Therefore, GMP undertakes to cease all use thereof when the commercial relationship concerning the Customer Brand Product is terminated.

**4.3.3** The Customer warrants that the use of the Customer Brand by GMP does not infringe any intellectual property rights (drawings, patents, copyrights, trademarks, models, etc.) and permanently holds GMP harmless against any third party claims arising out of, in connexion with, such use.

#### 4.4 Customer Requests - End of business relationship

**4.4.1** In the event that, following to a request from the Customer or to the termination of the business relationship between the Parties for any reason whatsoever, GMP is left with a stock of raw materials, packaging or labels dedicated to the Customer Brand Products, the Customer undertakes to reimburse GMP for all costs and expenses related to the disposal, management and/or destruction, if applicable, of this stock.

**4.4.2** In the event that, following to a request from the Customer or to the termination of the business relationship between the Parties for any reason whatsoever, GMP is left with a stock of finished Brand Products, the Customer undertakes to accept delivery thereof within the deadlines indicated by GMP. Failing this, GMP is authorised to sell the Customer Brand Product (after making the necessary label or packaging modifications) by itself to other third party customers and to invoice the Customer for all costs and expenses, including any losses, related to the sale of these Customer Brand Products and their repackaging in particular.

### Article 5: Delivery of Products

#### 5.1 Prerequisites for delivery

The Customer must always be up to date with its obligations to GMP, including but not limited to its payment obligations.

Failing this, GMP reserves the right to suspend any delivery of Products, without being held liable in this respect.

#### 5.2 Delivery time

**5.2.1** For deliveries made by road and/or river transport, the Products shall be delivered within a maximum period of sixty (60) calendar days; the starting point of the deadline is the date on which the Order became final.

Any delay in delivery may not give rise to any compensation, cancellation of the order, refund or refusal of the Product.

**5.2.2** For deliveries made in whole or in part by sea, GMP shall provide the Customer with an estimated time of arrival. Any delay in delivery may not give rise to any compensation, cancellation of the order, refund or refusal of the Product.

#### 5.3 Delivery

**5.3.1** For deliveries by road and/or river transport, unless otherwise agreed, the Products shall be delivered DAP (Delivered At Place - Incoterm 2020) [place agreed between the Parties]. The transfer of risks, loss and deterioration of the Products from GMP to the Customer takes place when the Products are made available to the Customer by GMP or its carrier on the means of transport ready to be unloaded at the place agreed between the Parties. The risks of loss and deterioration of the Products during unloading operations shall be borne by the Customer.

**5.3.2** For deliveries made in whole or in part by sea, unless otherwise agreed, the Products are delivered CIP (Carriage Insurance Paid To - Incoterms 2020) [place agreed between the Parties]. The transfer of risks, loss and deterioration of the Products from GMP to the Customer takes place when the Products are made available to the Customer by GMP or its carrier on the means of transport ready to be unloaded at the place agreed between the Parties. The risks of loss and deterioration of the Products during unloading operations shall be borne by the Customer.

### Article 6: Product Warranties - Customer's Commitments - Non-conformity of Products

#### 6.1 Product Warranties

GMP guarantees to the Customer that the Products delivered:

a) are, upon delivery, compliant with the Final Order and free from visible defects;

b) comply with the French and European Union legislation and standards in force on the day of delivery. It is specified that GMP shall in no way be held liable if the Products have been marketed and sold in a country for which GMP has not confirmed the regulatory compliance of such Products with regard to local requirements;

c) are up to their Minimum Durability Date ("MDD") compliant with the Product specifications as indicated by GMP ("Specifications"); after the MDD, no Product guarantee is given to the Customer and no claim for non-compliance can be made by the Customer;

d) benefit from a guarantee against hidden defects for a period which may not exceed their MDD; after the MDD, no Product guarantee is given to the Customer and no claim for hidden defect can be made by the Customer.

## 6.2 Commitments of the Customer

The Customer undertakes:

a) to unload and transport the Products, as the case may be, under conditions and in a manner compatible with their nature;

b) to store the Products upon receipt and for the duration of the custody (direct or indirect) in a cool and dry place;

c) prior to any use/processing/use of the Product or incorporation of the Product into another product, to:

i. carry out all necessary checks and analyses to ensure the conformity and quality of the Products; and

ii. verify that the quantities and weight of the Products actually correspond to the indications on the packaging;

d) follow the Product use instructions as communicated by GMP;

e) not to market or implement, use, incorporate or transform the Products beyond their date of minimum durability.

Failure by the Customer to comply with all or part of these commitments exempts GMP from any liability for non-compliant and/or defective products and its consequences.

## 6.3 Non-compliance on delivery

6.3.1 The Customer is required to check the condition of the Products upon delivery.

6.3.2 In the event of visible defects or missing Products, it is up to the Customer or its carrier, as the case may be, to mention any reservations on the delivery note when the Products are made available.

6.3.3 The said reservations, together with the necessary supporting documents to enable GMP to verify the existence of the grievance raised, shall be confirmed to GMP in writing with acknowledgement of receipt, within a maximum period of forty-eight (48) hours following the date of delivery of the Products.

6.3.4 The Products delivered shall be irrevocably deemed to comply with the order and free from any visible defect in the event of non-compliance with the formalities and deadlines referred to in this article 6.3.

## 6.4 Non-compliance after delivery

To assert its rights, the Customer shall inform GMP of the existence of hidden defects or non-compliance with the Specifications within a maximum period of forty-eight (48) hours from their discovery, in writing with acknowledgement of receipt together with the necessary supporting documents in order to enable GMP to verify the existence of the grievance raised. Otherwise, the Customer's claim shall be considered as rejected.

## 6.5 Management of non-compliance

6.5.1 If the non-compliance with the Specifications or the (visible or hidden) defect that is the subject of the claim is acknowledged by GMP, the non-compliant or defective Products shall be, at GMP's choice, either returned to GMP in accordance with its instructions and at its expense and risk, or destroyed at GMP's

expense and proof of such destruction shall be sent to GMP.

In order to compensate the Customer, GMP shall issue a credit note corresponding to the purchase price excluding tax for the non-compliant or defective Products, to the exclusion of any other compensation, penalty or damages.

6.5.2 In the event of Products missing on delivery, GMP, after confirming this allegation, shall issue a credit note corresponding to the purchase price excluding tax of the missing Product, to the exclusion of any other compensation, penalty or damages.

6.5.3 The Customer shall refrain from returning, rejecting or destroying the Products delivered without having obtained the prior written consent of GMP. Only the refusal, return or destruction of the Products for visible or hidden defects or non-compliance with the Specifications attributable to GMP shall be accepted by GMP.

6.5.4 In any event, the Customer shall be held liable for the return, refusal or destruction of the Products delivered without the agreement of GMP or the return/refusal or destruction of the delivered Products which prove to be unjustified, and GMP reserves the right to claim compensation for the loss suffered as well as to invoice the Customer for all the costs associated with the management of this return, refusal or destruction.

6.5.5 Finally, it is specified that if the order consists of several deliveries, the defect affecting a delivery does not alter the reciprocal commitments regarding other deliveries.

## Article 7: Liability

7.1 In the event that GMP's liability is duly proven by the Customer, it shall be strictly limited to an amount not exceeding the purchase price excluding tax of the Products in question invoiced to the Customer, to which the costs of return and destruction of the Products may be added provided that the return or destruction has been previously accepted by GMP.

7.2 GMP shall not be held liable in any way whatsoever for incidental, consequential, financial or indirect damages and losses (including but not limited to: damage to the image, loss of profit and/or loss of turnover and/or operating loss and/or loss of data) arising from the performance or non-performance of the sale of the Products.

## Article 8: Prices - Discounts - Revision

### 8.1 Prices

8.1.1 The Products are always invoiced in euros at the prices in force on the day of delivery of the order by GMP.

Any change in the applicable VAT rate will be reflected on the date prescribed by the administration.

8.1.2 The prices are exclusive of tax, DAP for deliveries made by road and/or river transport and CIP for deliveries made in whole or in part by sea, excluding post-shipping charges and any other tax, customs duty on the importation of the Products, charges and withholding taxes.

8.1.3 GMP reserves the right to modify its prices at any time, without having to justify the reason, provided that it informs the Client at least two (2) months before the effective date of said modification.

### 8.2 Renegotiation

Pursuant to article L441-8 of French Code de Commerce, regarding any agricultural products sales contract the duration of which exceeds three (3) months; in the event of costs fluctuation of (i) agricultural and food industry raw material; (ii) agricultural and food products (iii) energy, (iv) transport means or (v) packing materials; significantly affecting (whether upwards or downwards) Product's production costs, the Parties shall renegotiate the Price within a term of one (1) months as from the notice given by any affected Party to the other.

The use of this renegotiation right shall be motivated upon a price fluctuation having direct effect upon production or commercialization costs. Conditions and thresholds of renegotiation shall be agreed upon by the Parties.

The right upon this Article shall be notified by the renegotiating Party to the other Party by registered letter with acknowledgement of receipt ("Request to Renegotiate"). The renegotiating Party shall give evidence of the price fluctuation and its effects as mentioned above.

The Parties shall negotiate in good faith during a term of one (1) month as from the receipt of the Request to Renegotiate. Negotiations (the existence and the content thereof) shall be deemed confidential information by the Parties. It is understood between the Parties that during negotiation period current prices shall apply.

Pursuant to article D 441-7 of Code de Commerce, written minutes of negotiations shall be drafted.

Should the Parties agree upon new prices within the term provided above, the Parties shall execute an amendment within seven (7) days following to their agreement.

If the Parties fail to reach an agreement, the current conditions shall remain applicable unless either Party:

a. gives notice of termination subject to the observance of a reasonable prior written notice in consideration of the duration and conditions of their existing commercial relationship.

b. Refer their disagreement to the Mediator of agricultural commercial relations.

In the event the mediation fails to help Parties to reach an agreement either Party may bring their disagreement before the competent court, according to Mediator's recommendation.

## Article 9: Payment terms

9.1 Unless otherwise agreed upon between the Parties, invoices shall be sent to the Customer electronically.

Unless otherwise agreed upon between the Parties, and subject to the provisions of Article 9.7 below, the Products shall be payable in full and in a single instalment within sixty (60) days from the date of issuance of the invoice.

The Customer's address is deemed to be that of its billing address, unless otherwise indicated by the Customer.

9.2 Advance payment does not entitle the Customer to any discount.

9.3 For any payment, the Customer undertakes to provide details on the paid invoices necessary for its allocation. Otherwise, GMP shall charge the said payment according to the terms and rank of its choice. In the case of an overall payment, the details of the invoices paid shall be provided at no additional cost and at the same time as the payment made.

9.4 The Customer is not authorised to deduct any amount of any claims against GMP from the amount of the invoice drawn up by GMP.

However, if exceptionally GMP has expressly consented to the principle of offsetting claims, this may only take place for claims that are certain, liquid, payable and which are not disputed by GMP. In addition, the Customer undertakes to only offset up to the amount of the relevant claim.

9.5 The Customer undertakes to apply to GMP the same payment terms as those applicable to it under these T&C of Sale or the single agreement, as the case may be. GMP reserves the right to automatically deduct from the amount of the invoice issued by the Customer, the amount of the claims it holds against it, provided that they are certain, liquid, payable and not disputed by the Customer.

9.6 Any invoice not paid by the Customer on the due date shall be increased by interest at the rate of twelve (12) times the French legal interest calculated per month of delay until the date of final payment.

In addition to the initial amount payable, a lump-sum compensation of 10% of the amount of the invoice including tax, as a penalty clause with a minimum of 15.25 euros and without prejudice to recovery costs payable automatically and without supporting documents up to a maximum of 40 euros, subject to any other additional recovery costs payable upon justification.

These interest and penalties shall be automatically payable as of the day following the due date stated on the invoice, upon request by GMP.

9.7 In the event of non-payment of an invoice due or a change in the financial and/or legal situation of the Customer which may threaten the collection of its claim, all claims of GMP vis-à-vis the Customer shall become immediately payable, including those which have not expired, regardless of the agreed method of payment and without a formal notice being required.

Furthermore, GMP reserves the right to demand immediate payment before delivery of any new order or any other guarantee of its choice.

It is also specified that GMP reserves the right to demand immediate payment before delivery of any order or other guarantee of its choice when the Customer/GMP transactions are not covered by the credit insurance subscribed by GMP.

## Article 10: Indicators

In accordance with the provisions of Article L.443-4 of the Commercial Code, the main indicators taken into consideration by GMP with the purpose of pricing the Products sold hereunder are:

- Euronext Wheat futures market

- The Index of the Purchase Prices of Agricultural Production Field Crops as a sliding average over 3 months

- Incograin formulas

These indicators are available at <http://www.intercereales.com>

GMP reminds that the sole agreement concluded between the parties shall also take these indicators into account.

## Article 11: GMP Intellectual Property – Confidentiality

## 11.1 Intellectual Property

11.1.1 GMP retains all industrial and intellectual property rights relating to the products, logos, trademarks, associated distinctive sign, trade name or "GMP" derivative line name, whether registered or not, as well as the creations, photos and technical or advertising documentation communicated to the Customer in the context of their commercial relationship; which may not be communicated or used without the prior written authorisation of GMP.

In the context of sales concluded with GMP, the Customer does not acquire any intellectual property rights over the private and distinctive elements of GMP (including on its Products and their recipes), and these rights and elements remain the exclusive property of GMP.

11.1.2 The Customer undertakes to respect GMP's intellectual property rights in good faith and, in particular, not to make any modification to the distinctive elements transmitted by GMP, not to damage the brand image of GMP and its products.

## 11.2 Confidentiality

11.2.1 As part of their commercial relationship, the Parties may be required to exchange information or data that they consider to be confidential, such as, without this list being restrictive or exhaustive, specifications, formulas, recipes, methods, implementation techniques, models, models, technical reports, drawings, models, manufacturing, packaging or marketing processes, plans, strategies, illustrations, marketing data, product concepts, customer lists, sales data ("Information").

11.2.2 Each party undertakes to keep the Information strictly confidential throughout their commercial relationship and without limitation of time after the expiry thereof. They undertake to make use of the Information only in the context and for the purposes of carrying out their commercial relationship. The Receiving Party also undertakes not to (i) disclose any Information, in whole or in part, to third parties without the prior written consent of the disclosing party and (ii) use the Disclosing Party's Information in whole or in part to reproduce, manufacture or have food products manufactured.

## Article 12: Personal data

As part of their commercial relationship, the Customer and GMP undertake to comply with the regulations in force applicable to the processing of personal data, in particular Law No. 78-17 of 6 January 1978, amended by Law No. 2018-493 of 20 June 2018 on the protection of personal data, and European Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 "on the protection of natural persons with regard to the processing of personal data and on the free movement of such data"

## Article 13: Fight against corruption and influence peddling

The Parties guarantee that in the context of the negotiations and more generally their commercial relationship, they have complied with and will comply with all statutory and regulatory provisions and obligations relating to the fight against active/passive corruption and influence peddling.

The Parties also undertake to ensure that all their employees, approved subcontractors or any

persons acting on their behalf comply with the foregoing provisions.

## Article 14: Termination – Suspension – Force Majeure

GMP reserves the right to modify/ suspend and/or terminate the sale immediately and automatically and without compensation and without being held liable in this respect, in whole or in part, by notification, in the following cases:

a) in the event of a change in the Customer's financial and/or legal situation that may threaten the recovery of its claim;

b) in the event of a breach by the Customer of the applicable legislation;

c) the sale is concluded intuitu personae in consideration of the Customer, in the event of assignment or transfer, in any manner whatsoever, of the resulting rights and obligations, without the express prior written agreement of GMP;

d) in the event of the occurrence of a force majeure event or an event beyond GMP's control such as, but not limited to: war, mobilisation, general strikes, lockouts, machinery breakage, fires as well as production incidents, traffic accidents, weather conditions, administrative measures and/or health measures that prevent or reduce the manufacture or delivery of the Products.

## Article 15: Language

15.1 These T&C of Sale are drafted in English. In the event of a translation, the English version shall prevail over any translated version.

15.2 Unless otherwise agreed, communications between the Parties in respect of their commercial relationship shall be in English.

## Article 16: Applicable law – Amicable Settlement – Jurisdiction

16.1 These T&C of Sale, the orders and any special agreements entered into between GMP and the Customer in the context of their commercial relationship shall be executed and interpreted in accordance with French law.

16.2 All disputes or litigation relating in particular to the validity, interpretation, performance or termination of one of the aforementioned documents, and to their consequences, shall be brought, in the absence of amicable settlement, before the COMMERCIAL COURT OF PARIS or at the exclusive choice of GMP, before the Commercial Court in the jurisdiction of which its registered office is located.

## Article 17: Retention of title clause

THE PRODUCTS SOLD ONLY BECOME THE CUSTOMER'S PROPERTY UPON RECEIPT BY GMP OF THE FULL PAYMENT, PURSUANT TO ARTICLE L.624-16 OF THE COMMERCIAL CODE, UNLESS THERE IS A SPECIAL AGREEMENT TO THE CONTRARY BETWEEN GMP AND THE CUSTOMER.



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For more information,  
**please contact your  
SALES REPRESENTATIVE.**

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Grands Moulins de Paris SA au capital de 37 232 832 € - Siège social : 99 rue Mirabeau 94200 Ivry sur Seine - 351 466 495 RCS Créteil