



Commercialisation agile, facile et intégrée

## GENERAL TERMS AND CONDITIONS – PRIMATIS INC.

### **1) Acceptance of Contract**

This contract constitutes a firm agreement between the parties. Unless a written objection is received within five (5) days following its receipt, it shall be deemed accepted in its entirety. The parties acknowledge that they have the authority required to enter into this agreement and undertake to comply with its terms.

### **2) Prior Verbal Agreement**

The parties acknowledge that this contract may follow a prior verbal agreement between them. The transmission of this contract serves to confirm the agreed terms and constitutes the official written record thereof.

### **3) Grain Trade Practices**

The parties acknowledge that this transaction is entered into within the framework of generally recognized grain trade practices in Québec and Canada, as well as the customary commercial practices of the industry.

### **4) Default**

Should either party fail to fulfill its essential obligations under this contract, the other party may take reasonable steps to limit its losses and claim direct damages resulting therefrom.

### **5) Force Majeure**

Neither party shall be held responsible for any delay or failure to perform its obligations caused by events beyond its reasonable control, including but not limited to acts of God, strikes, labour disputes, exceptional weather conditions, fires, major equipment breakdowns, or transportation disruptions. The affected obligations shall be suspended for the duration of such events.

### **6) Delivery and Transfer of Risk**

Unless otherwise specified in the contract, risk associated with the commodity shall transfer at the time it is taken in charge at the agreed delivery point.

## **7) Payment**

Payment terms shall be as indicated in the contract. Any late payment may be subject to reasonable interest charges in accordance with standard commercial practices.

## **8) Dispute Resolution**

The parties agree to make reasonable efforts to resolve any dispute amicably and in good faith before considering further action.

## **9) Governing Law and Jurisdiction**

This contract shall be governed by the laws of the Province of Québec. Any dispute shall be submitted to the courts of the judicial district in which Primatis Inc. has its head office, unless otherwise agreed between the parties.

## **10) Quality and Technical Disputes**

In the event of a dispute relating to the quality, condition, or compliance of the commodity, the parties agree to first refer to the recognized trade rules and industry mechanisms applicable to the product concerned.

For products subject to specific sector standards, including soybean meal and canola meal, the parties acknowledge that commonly recognized industry practices and procedures, including those of the National Oilseed Processors Association (NOPA) and the Canadian Oilseed Processors Association (COPA), will serve as reference for the evaluation and resolution of such disputes.

In the absence of applicable rules or agreement between the parties, a representative sample may be submitted to a competent authority or to a mutually acceptable independent laboratory, whose findings shall serve as the basis for resolving the dispute.

## **11) Reference to Commercial Best Practices**

Primatis Inc. adheres to the principles of the Commercial Best Practices Guide promoted by Concertation Grains Québec (CGQ) in its relationships with producers.

General Terms and Conditions – Version in effect as of February 10, 2026

Primatis Inc.  
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