



Terms and Conditions of Sale – Company Lazaro

Preamble

Company Lazaro specializes in the export of vanilla and spices from Madagascar to Europe, the United States, the Middle East, Asia, Africa, and the Indian Ocean.

Access to, browsing, and use of the website www.lazaro.mg imply full and unconditional acceptance of these Terms and Conditions of Sale (“TCS”), which govern all sales concluded between Company Lazaro (“the Seller”) and the buyer (“theClient”). The applicable version is the one in force on the date of order confirmation.

1. Seller Identification

Company name: Company Lazaro Sarl

Head office: Menagisy, Sambava 208, SAVA Region, Madagascar

Phone/WhatsApp: +261 32 07 903 91

Email: contact@lazaro.mg

Website: www.lazaro.mg

Legal representative: Mr. Jean-Luc Albrick Beratombo, Managing Director

NIF 3004084707

STAT 46101 72 2020 0 01314

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2. Scope

The TCS apply exclusively to B2B sales made by Company Lazaro to professional clients in Madagascar or abroad, including:

- Artisans, chefs, pastry makers, chocolatiers, caterers
- Food industries
- Extraction industries
- Cosmetic and pharmaceutical industries
- Importers, wholesalers and distributors
- And the likes.

Any order implies full acceptance of these TCS, excluding any contrary document issued by the Client.

In case of conflict with respect to written special terms (e.g quotation, framework contract or proforma invoice) shall prevail.

3. Products

Lazaro sells, among others:

- Bourbon vanilla (beans, caviar, powder, seeds, extract)
- Pompona vanilla
- Madagascar spices (cloves, black pepper, ginger, red chili pili-pili, cashew nuts, coffee, cocoa).

Descriptions and photos are as accurate as possible but non-contractual; slight natural variations may occur without affecting quality.

4. Prices

Prices are quoted in US Dollars or Euro, exclusive of taxes, customs duties, and transport, unless stated otherwise.

They may be revised at any time based on international market fluctuations, exchange rates, logistics or packaging costs.

Applicable prices are those in effect at the date of order confirmation.

5. Orders

Orders must be submitted in writing using quotation or proforma invoice and sent via email). They become binding upon written confirmation by the Seller and receipt of payment of 50% deposit.

Process:

- Request for quotation via the Professional Corner Area or contact form
- Receipt of detailed proforma invoice
- Approval of offer and deposit payment
- Order preparation and export documentation
- Dispatch of original documents (invoice, certificate of origin, B/L, etc.)
- Balance payment upon receipt of goods and shipment documents

Confirmed orders are binding and non-cancellable without the Seller's written consent. The Seller may refuse an order in case of non-payment of deposit, unavailability or a major non-compliance with commercial terms.

Samples are available upon request and any related costs may be deducted from the first purchase.

Retention of Title: Products remain the Seller's property until full payment is received. Risk transfer does not entail ownership transfer.

6. Payment Terms

Unless otherwise agreed: 50% deposit upon order, balance due of 50% upon receipt of goods and shipment documents.

In case of late payments, the Client will incur interest at 1.5% per month and 15% of the value of the invoice, as recovery fee and it may lead to possible suspension of pending orders.

Payments must be made via secure bank transfer to Company Lazaro accounts.

7. Delivery and Transport

Deliveries are made under ICC Incoterms 2020, unless otherwise agreed. Default term: FOB Madagascar.

Risk transfers upon handing over of the goods to the carrier designated by the Client, even if full payment has not yet been made.

Delivery times may vary depending on season, availability or customs formalities. The Seller cannot be held liable for delays due to force majeure or external logistics issues.

8. Inspection and claims

The Client must inspect goods upon receipt.

Any claim for defect, non-conformity or damage must be submitted in writing within 7 days of delivery with evidence (photos, reports, etc.).

In case of dispute, the parties may agree on a joint inspection within 15 days. Failing that, a certified laboratory appointed by Lazaro will issue a binding report.

9. Returns

No return of goods will be accepted without written approval from the Seller. Products must be intact, unopened and accompanied by supporting documents.

Return costs are to be borne by the Client unless the Seller acknowledges an error on his part.

10. Warranty and liability

Lazaro guarantees products are 100% natural, GMO-free, gluten-free and pesticide-free, compliant with international health standards (EU/US) and accompanied by required certificates.

The Seller's liability is limited to the value of the order. No compensation will be granted for indirect or commercial losses.

11. Force majeure

Neither party shall be held liable for non-performance due to an unforeseeable and uncontrollable events (e.g war, strike, natural disaster, epidemic, embargo, port closure, etc.).

Seller's obligations are suspended for the duration of the event.

12. Intellectual Property

All contents on www.lazaro.mg (e.g texts, logos, images, trademarks) are the exclusive property of Lazaro.

Any reproduction, distribution or use, in whole or in part, without written consent is strictly prohibited.

The Client agrees not to use website content for any purpose other than purchasing Lazaro products.

13. Personal Data

Data collected are used solely for order management and business communication.

They are not sold or shared with third parties without consent.

Data are retained for 3 years for recordkeeping purpose and commercial follow-up.

Clients may exercise their rights of access, correction or deletion by writing to contact@lazaro.mg.

14. Governing Law and Dispute Resolution

These TCS are governed by Malagasy law.

Before any legal action, parties agree to seek an amicable settlement, possibly through mediation or arbitration with the Centre d'Arbitrage et de Médiation de Madagascar (CAMM).

Failing agreement between the parties, the courts with jurisdiction over Lazaro's registered office shall have exclusive competence.

15. Contact

For any inquiries regarding these Terms and Conditions:

Email : contact@lazaro.mg

Website : www.lazaro.mg