

1. Definitions

The following capitalised terms in these Conditions shall have the following meaning:

“**Barentz**” or “**Supplier**” means Barentz-Sander AG (commercial registry no. CHE-106.902.924), a stock corporation, with its address at Hinterbergstrasse 18, 6312 Steinhausen, Switzerland and its affiliated companies;

“**Conditions**” means these general terms and conditions of sale;

“**Customer**” means the company which is buying the Products and/or the Services from Supplier;

“**Agreement**” means any agreement between Supplier and Customer for the sale by Supplier and the purchase by Customer of the Products and/or the Services. The Agreement shall include these Conditions and any attachments to it or documents mentioned therein;

“**Parties**” means Supplier and Customer collectively;

“**Products**” means the products which Supplier is to provide to Customer, as specified in the Agreement;

“**Services**” means the services rendered by Supplier, as specified in the Agreement;

“**Working Days**” means any day other than a Saturday, Sunday or public holiday in Switzerland.

2. Applicability and offers

2.1 These Conditions shall apply to all offers, quotations, deliveries, activities, and Agreements, all in the broadest sense of the word, in which Supplier acts as seller or supplier, to the exclusion of any other terms or conditions, whether put forward by Customer or whether implied by trade, custom, practice, course of dealing or by law. By placing an order, Customer relinquishes its conditions of purchase. Supplier explicitly rejects the applicability of such conditions of purchase.

2.2 These Conditions shall apply between Customer and the relevant Supplier entity or entities as specified in the Agreement.

2.3 Customer's order constitutes an irrevocable offer to enter into an Agreement based on the Conditions. No order is binding on Supplier until it is accepted in writing or, in the absence thereof, if Supplier completes delivery of the Products specified therein. Supplier shall not be obliged to accept any order and the acceptance by Supplier of any order may be subject to Supplier being satisfied with Customer's creditworthiness.

3. Prices and payment

3.1 Prices quoted by Supplier are exclusive of VAT and any other taxes and are based on delivery in accordance with the agreed Incoterm.

3.2 The prices set out in “price indication” and “offer” or similar documents issued by Supplier are non-binding and are valid for 14 days from the date of issue. If Supplier confirms an offer in writing and consequently an Agreement is concluded, the agreed prices are binding. However, Supplier may (in its sole discretion at any time before delivery of the Products or provision of the Services), terminate the Agreement for important grounds immediately on written notice. Such important grounds include but are not limited to factors beyond the Supplier's control such as significant foreign exchange fluctuations, significant increases in taxes and duties, and significant increases in labour, supply chain, cost of goods, product and other costs. Customer shall not be entitled to any claims for damages of any kind or similar claims as a result of this termination. In connection with such termination, Supplier may, by giving written notice (by post or via e-mail) to Customer, offer Customer to

GENERAL SALES CONDITIONS FOR BARENTZ SANDER

conclude the Agreement with different prices and / or conditions. **If within 7 days after receiving such notice, Customer does not object in writing (by post or via e-mail), an Agreement is concluded with these changed prices and / or conditions.**

3.3 Payment shall be made, without any right to set-off or withhold payment, within 30 days after the invoice date and in the currency in which, and to the Supplier company by which, the Products or Services were invoiced. Customer is in default by operation of law after the expiry of this period. **In such case, without any prior notice of default being required, Customer shall be due to Supplier a yearly interest of the Euribor (provided that if the Euribor is negative it shall be deemed zero) plus 8%, calculated from the day on which the payment was due up to and including the day of final payment.**

3.4 In the event of no payment or late payment by Customer, **Customer shall pay to Supplier collection costs of 15% of the outstanding amount, with a minimum of EUR 250 as well as the costs of litigation.**

4. Delivery of the Products

4.1 Unless otherwise agreed, Supplier shall deliver the Products CIP (Incoterms 2020). Stated delivery terms and dates are estimates only and cannot be considered as a strict deadline. Supplier shall use reasonable endeavours to respect agreed delivery terms and dates, however, **exceeding these terms or dates with less than (i) 20 Working Days if the Products originate from within Europe or (ii) 30 Working Days if the Products originate from outside Europe shall not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties.** For delays in delivery of more than the before mentioned number of Working Days and which are attributable to Supplier, Supplier's liability for loss or damage is at all times limited to a maximum of 2.5% of the net invoice value (excluding VAT) of the delayed Products and is subject to clause 7.

4.2 If Customer does not accept delivery of the Products, Supplier may store them at the risk and for the account of Customer.

4.3 **Supplier reserves the right to deviate up to 5 percent (upwards or downwards) from the agreed quantity of Products to be delivered and in such case the actual delivered quantity shall be invoiced.** The Products may be delivered and invoiced in instalments.

4.4 If Customer is at any time late in making payment of any sum due to Supplier or in breach of any Agreement, Supplier shall be entitled to: (a) require Customer to deliver up all Products for which Customer is in default of payment; and/or (b) Supplier may suspend the performance of the Agreement and/or order until full payment, without any indemnity to Customer.

4.5 Customer shall immediately inform Supplier if an attachment has been imposed on the Products and shall immediately notify the attachment creditor of the fact that Supplier has a claim to the return of the seized Products.

5. Warranties and notice of defects relating to the Products

5.1. Supplier warrants that (subject to the other provisions of these Conditions), the Products upon delivery are not damaged and shall materially comply with any written specifications provided by Supplier. Supplier makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Products, including, without limitation, the implied

warranties of fitness for any purpose or merchantability or the results to be derived from the use of the Products. Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the specification and/or a minor impairment of usability.

5.2 Customer is responsible and assumes all risks and liability for (i) any results obtained from processing or using the Products; (ii) ensuring that the Products are fit for the purpose(s) and applications for which Customer intends to use them and are of adequate quality in relation to such use (whether in, or in conjunction with other products, or on their own); (iii) the truthfulness and accuracy of Customer's marketing and advertising relating to the Products or any product of Customer into which the Products were processed; (iv) obtaining governmental or regulatory approval, health, safety, environmental or other approvals in relation to the Products; (v) for any loss or damage resulting from the handling, use or misuse by Customer of the Products; and (vi) ensuring that the Products (and the processing, use or sale of them or goods incorporating or made from them) comply with all applicable laws and regulations in the territories in which Customer processes, uses or sells the Products or goods incorporating or made from them.

5.3 Customer declares that it is familiar with the quality of the Products supplied to it and of all legal regulations relating to the Products to which it is bound. Customer shall strictly observe the relevant legal regulations and Supplier's instructions, if any, with respect to handling the Products.

5.4 Immediately upon receipt, Customer shall inspect the Products for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any event within three (3) Working Days after receipt, be notified to Supplier. In addition, Customer shall carefully test all Products before processing, use, or selling the Products and in any event within two (2) months after receipt of the Products. If a defect is discovered, Customer shall notify Supplier within three (3) Working Days after discovery. Defects that were not and could not be discovered by careful testing of the Products shall be notified to Supplier within three (3) Working Days after discovery but no later than four (4) months after receipt of the Products.

5.5 All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Supplier in conformity with or failing compliance with the obligations in this clause 5, the Products shall be deemed accepted and Supplier shall have no liability with respect to any (alleged) defect, deficiency or non-conformity.

5.6 If a defect in the Products is discovered, Customer shall not process, use or sell the Products. If a claim submitted in conformity with clause 5 is justified, Supplier shall:

5.6.1 at its sole discretion either (i) repair the defect or failure in the Products, (ii) replace the Products with Products which are in conformity with the Agreement or (iii) issue a credit note to Customer in respect of the whole or part of the price of such Products and take back the relevant Products; or

5.6.2 in case of defects that were not discovered by careful testing of the Products and that were discovered after the Products have been processed, compensate Customer's loss and damage, subject to clause 7.

Performance of any of the above options shall constitute the sole remedy of Supplier's liability under this warranty.

5.7 Any unfounded return of Products shall be for the

account and at the risk of Customer. Returns will be permitted only with Supplier's prior written consent. 5.8 In case a defect is the consequence of a failure in Customer's compliance with the maintenance instructions, and/or natural wear and tear in view of their material substance, and/or a result of processing by Customer or a third party, and/or any other non-compliance of Customer with Supplier's instructions, Supplier shall not be liable.

6. Provisions applicable to the Services

6.1 Stated delivery terms and dates are estimates only and cannot be considered as a strict deadline. Supplier shall do reasonable efforts to respect agreed delivery terms, however, exceeding these terms or dates with less than 20 Working Days shall not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days and which are attributable to Supplier, Supplier's liability for loss or damage is at all times limited to a maximum of 2.5% of the net invoice value of the delayed Services and is subject to clause 7.

6.2 Supplier warrants that the Services shall materially comply with any written specifications provided by Supplier. Supplier makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Services, including, without limitation, the results to be derived from the Services. Customer shall not be entitled to assert claims for defects with regard to the Services if there is only a minor deviation from the specification. Immediately upon Supplier rendering the Services, Customer shall inspect the Services for apparent defects or deficiencies. Defects or deficiencies discovered during such inspection shall immediately, and in any event within three (3) Working Days after rendering of the Services, be notified to Supplier. Hidden defects shall be notified to Supplier within three (3) Working Days after discovery but no later than four (4) months after the date on which the Services were rendered.

6.3 All notifications shall be done in writing and shall include all relevant details. If a claim has not been notified to Supplier in conformity with or failing compliance with the obligations in this clause 6, the Services shall be deemed accepted and Supplier shall have no liability with respect to any (alleged) defect, deficiency or non-conformity.

6.4 In the event of a failure of the Services to meet the warranty described in clause 6.2, Supplier's liability shall be limited to, at its option: (i) re-perform the relevant part of the Services without additional charge; or (ii) repay the amount paid for such Services. If the non-compliant Services consisted in mixing of ingredients that were put at Supplier's disposal by Customer, and if it is not possible to correct the defect and as a consequence, the end-product does not comply with the applicable laws in Switzerland, then in addition to (i) or (ii) and subject to clause 7, Supplier shall compensate the cost of such ingredients. No claim shall entitle Customer to rescission (Wandlung) or suspension of the Agreement.

7. Liability

7.1 Supplier's liability, whether based on breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, is limited to reasonable loss and damage that are a direct consequence of the damage causing event and to a maximum aggregate amount of two times the net invoice value, excluding VAT, of the Products and/or Services to which such liability relates, per event or

GENERAL SALES CONDITIONS FOR BARENTZ SANDER

series of events having the same cause, subject to a maximum of EUR 500,000.- in aggregate during the term of the Agreement.

7.2 Supplier's liability, whether based on breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for immaterial loss or damage, penalties, environmental damage, damage as a result of Customer's liability towards third parties over and above the limits of liability of Supplier contained in these Conditions, indirect, and/or consequential loss or damage (including without limitation, loss of revenue or profits, loss of goodwill, contract or customers, loss of anticipated savings), is explicitly excluded.

7.3 Notwithstanding clause 5 and 6, all possible legal claims by Customer, with regard to the alleged liability of Supplier, expire if Supplier is not notified thereof within four (4) months after delivery of the Products//rendering of the Services or if Customer did not notify Supplier within four (4) months but did not start legal proceedings against Supplier within one (1) year after delivery of the Products/rendering of the Services.

7.4 Nothing in these Conditions shall limit or exclude Supplier's liability for (i) intent or conscious recklessness of Supplier or its senior management, (ii) fraud, (iii) death or personal injury caused by Supplier or (iv) any other matter in respect of which it would be unlawful for Supplier to exclude or restrict its liability.

8. Termination and suspension

8.1 If Customer does not (properly or timely) fulfil any of its obligations towards Supplier, it shall be in default and Supplier shall be entitled, without any notice of default being required, to either suspend or terminate the Agreement and any other agreements not yet completed, without prejudice to Supplier's further rights arising from any Agreement and/or the applicable law.

8.2 In the event of a (request for) bankruptcy or suspension of payments of a Party to its creditors, the other Party is entitled to terminate the Agreement with immediate effect without any compensation.

9. Force majeure

9.1 In case of Force Majeure on Supplier's part, Supplier may either (i) terminate the Agreement or (ii) suspend the performance of the Agreement until the Force Majeure has ended, both (i) and (ii) in whole or in part and without Supplier being liable for any loss or damage caused by the termination or suspension. If Supplier can only make partial delivery as a consequence of Force Majeure, it shall be entitled to do so. "Force Majeure" shall mean circumstances which are of such a nature that the execution of an Agreement becomes impossible or excessively onerous and/or disproportionately costly so that fulfilment of the Agreement can no longer reasonably or cannot be immediately required from Supplier. Force Majeure will in any case include - without limitation - the following: any strike, lock-out, fire, extreme weather circumstances, pandemic or epidemic, obstruction in traffic, shortage of raw materials, materials, fuel or labour, mobilization, war, restriction of import and export, and/or any government measures preventing or impeding the performance by Supplier of the Agreement. A Force Majeure that affects Supplier's suppliers or sub-suppliers shall be deemed to be a Force Majeure affecting Supplier.

9.2 Customer shall have the right to terminate the Agreement in whole or in part in case of Force Majeure of Supplier, if (i) Customer can demonstrate

that timely performance is essential for it in its business operations, and (ii) the Force Majeure situation is not expected to end within 60 days, without Customer being liable for any loss or damage caused by the termination.

10. Intellectual property

10.1 All intellectual property rights, trade secrets and other proprietary rights subsisting in the Products or Services and any samples and marketing materials as well as all technical, business or similar information (including all recipes, designs, documents and other materials relating to the Products or Services and the marketing materials) shall be, and shall remain, the exclusive property of Supplier, its owners or its licensors.

10.2 To the extent the Products are to be manufactured or Services are to be rendered in accordance with drawings, models, samples, specifications or any other directions in the widest sense of the word, received from Customer, Customer shall defend and indemnify Supplier against all liabilities, costs, expenses, damages and losses, suffered or incurred by Supplier in connection with any third-party claims (i) based on the actual or alleged infringement of any intellectual property rights or any other right of third parties, by manufacturing and/or supplying of such Products and/or rendering of the Services and (ii) based on product liability. If any third-party objects to the manufacturing and/or supply of the Products and/or rendering of the Services referred to on the grounds of any alleged right, Supplier shall unconditionally be entitled to immediately cease the manufacturing and/or supply of the Products and/or the Services and to demand compensation for the expenses incurred, without prejudice to any claims for possible damages against Customer and without Supplier being liable towards Customer on any account whatsoever.

11. Personal data

11.1 Each Party shall comply with the applicable regulations, in particular including (if applicable) the Regulation (EU) 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 ("GDPR") and the Swiss Federal Act on Data Protection ("FADP"), when processing information relating to an identified or identifiable natural person ("Personal Data").

11.2 Customer acknowledges and agrees that, in performing the Agreement, Supplier may as a data controller process Personal Data for the purpose of executing Customer's orders. Personal Data is also kept in order to comply with legal and regulatory obligations. Personal Data will be kept as long as necessary for the execution of the Agreement. The Supplier applies appropriate technical and organisational measures against unauthorized access to Personal Data of Customer.

11.3 Access to Personal Data of Customer is strictly limited to the employees of the Supplier to the extent necessary (as needed-principle).

11.4 If either Party needs to transfer Personal Data outside the European Economic Area or Switzerland, the other Party shall take appropriate safeguard measures as prescribed by applicable data protection legislation.

11.5 In accordance with the applicable regulations, Customer and/or its employees may have a right of access, rectification, erasure, restriction and portability of their Personal Data, as well as the right to object to

the processing and the right to be informed about and not to be subject to automated decision-making processes.

11.6 Further information on Supplier's processing of Personal Data can be found in the Supplier's Privacy Policy, available at: <https://www.barentz.com/privacy-statement/>.

12. Confidentiality

Customer acknowledges that during the negotiation and execution of the Agreement, it may be exposed to confidential or proprietary information belonging to Supplier. This may include, but is not limited to, data pertaining to Supplier's business operations, financial details, pricing, payment terms, products, production or processing methods, innovations, trade secrets, expertise, recipes, formulations, personnel, clients, potential clients, and suppliers, irrespective of whether it is explicitly labelled as "confidential information". Customer agrees to take the required measures to hold all such confidential information in strict confidence, using it solely to fulfil its obligations as outlined in the Agreement with Supplier, and not to disclose it to any third party unless required pursuant to mandatory, applicable law, in which case Customer shall notify Supplier prior to the disclosure of such confidential information. Upon the Agreement's termination, Customer is prohibited from any further use of this confidential information.

13. Miscellaneous

13.1 All Agreements shall be binding upon and inure to the benefit of the Parties hereto and their respective affiliates and successors. Customer may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of Supplier.

13.2 The invalidity or unenforceability of any term of the Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights. The invalid or unenforceable provisions shall be replaced by relevant valid and enforceable provisions that economically best reflect the contents and meaning of such invalid or unenforceable provisions and the intention of the Parties.

13.3 Customer shall not during the term of the Agreement and for twelve (12) months after the end of such Agreement, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of Supplier's suppliers to terminate their relationship with Supplier, nor shall Customer interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.

13.4 Customer shall act, and shall ensure that its officers, directors, representatives, agents, and employees act in compliance with all corruption and anti-bribery, anti-money laundering, export control and economic sanctions laws and regulations in any jurisdictions in which it operates.

14. Law and forum choice

14.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the substantive laws of Switzerland. Applicability of the United Nations Convention on the International Sale of Goods is excluded.

14.2 Each Party submits to the exclusive jurisdiction of the ordinary courts of the Canton of Zurich (*ordentliche Gerichte des Kantons Zürich*), Switzerland, venue being Zurich 1, with the right to appeal to the Swiss Federal Supreme Court (*Schweizerisches*

Bundesgericht) in Lausanne as provided by law, whose judgment shall be final, for all purposes relating to the Agreement.