

## General Terms and Conditions of Purchase

### 1. General

1.1 **Scope of application:** The General Terms and Conditions of Purchase form an integral part of all contractual legal relationships between Nutriswiss AG and the Supplier, and shall apply unless individual agreements provide otherwise.

In indicating his acceptance by means of an order confirmation or by executing the order, the Supplier gives his express agreement to these General Terms and Conditions of Purchase. The General Terms and Conditions or other documents of the Supplier which replace, amend or supplement these Terms and Conditions of Purchase shall have no legal effects, even if referred to in any confirmation of contract or in business correspondence.

1.2 **Conclusion of contract:** The Supplier's quotation shall be provided free of charge unless noted otherwise in the request for the quotation. Orders and commissions shall be binding if placed in writing, for example by fax or e-mail, and confirmed by the Supplier in writing within fourteen (14) days. Otherwise, Nutriswiss AG shall no longer be bound by the order upon expiry of this period. Execution of the order or significant parts thereof by third parties shall require the prior written consent of Nutriswiss AG.

1.3 **Applicable law:** The legal relationships between Nutriswiss AG and the Supplier shall be governed exclusively in accordance with Swiss law. This shall also apply to these General Terms and Conditions of Purchase. The United Nations Convention on the International Sale of Goods (CISG; SR 0.221.211.1) of 11th April 1980 shall not apply.

1.4 **Place of performance:** Place of performance for the delivery is the relevant shipping point as instructed by Nutriswiss AG.

1.5 **Deadlines:** For the purposes of these Terms and Conditions, business days shall be Monday to Friday excluding public holidays and the 24th and 31st of December. Declarations linked to deadlines shall be received by the consignee no later than 16:00 on the last day of the period in question. Differences in recognised public holidays shall benefit only the Party which has to make or receive a declaration, or take action, on such a day.

1.6 **Quantity:** If a quantity between upper and lower limits (from - to) is agreed, performance shall be based on the midpoint.

### 2. Delivery

2.1 **Delivery:** Delivery shall take place on the agreed dates in accordance with the contract, the order, the request or ensuing instruction of Nutriswiss AG.

Nutriswiss AG shall have the right to refuse to accept goods delivered earlier than the delivery date specified in the contract, order or request, and to return the goods for the account and at risk of the Supplier, or to store them with a third party at the Supplier's expense.

2.2 **Shipping instructions:** The Supplier shall comply with the shipping instructions of Nutriswiss AG and the haulier or carrier. Nutriswiss AG's order and item numbers shall be stated on all shipping documents, correspondence and invoices.

The costs of transportation including packaging, insurance and all other incidental expenses shall be borne by the Supplier unless otherwise expressly agreed.

2.3 **Default:** Should delivery fail to take place at the time or within the period specified in the contract, order or request, the Supplier shall be deemed in default upon expiry of the agreed delivery date. The Supplier shall give prompt notification of any postponement of the delivery date, and Nutriswiss AG's written acceptance may be required.

Should the Supplier default, Nutriswiss AG may refuse to accept the delivery and may claim damages for non-performance. Should Nutriswiss AG nevertheless wish the delivery to be made, it shall inform the Supplier within five (5) business days.

If a contractual penalty has been agreed for default in delivery, the right to the contractual penalty shall be maintained even if not expressly enforced when the delivery is accepted. Any further claims shall likewise remain in force upon acceptance without special reservation.

2.4 **Weight:** The Supplier's delivery may fall short of or exceed the agreed quantity by weight only if previously agreed with Nutriswiss AG. The Supplier shall indicate the shortfall or excess before delivery is made. The weight recorded at the time of dispatch and upon arrival shall be definitive for the purposes of fulfilment and charging; each Party shall have the right to participate in the recording of the weight, either independently or through a representative. Axle-load weighing is not permitted.

2.5 **Quality:** The Supplier shall guarantee the quality agreed as part of the quality agreement or the product specifications and reference samples. In addition, the Supplier shall guarantee that the goods comply with relevant standards, use the latest technology, and are free from defects in construction, material and execution. Modifications to the material composition etc. shall be strictly forbidden unless previously agreed in writing by Nutriswiss AG. Nutriswiss AG shall have the right to carry out quality inspections by appointment at the premises of the Supplier or the Supplier's subcontractors. Such measures of control shall not release the Supplier from his obligations.

2.6 **Acceptance:** Nutriswiss AG shall reserve the right to accept the goods only after having checked immediately upon receipt for visibly obvious defects. In the event of a complaint, the Supplier may have to bear the costs of the checking and a replacement delivery. The notification period for all types of defect shall be ten (10) business days from the date of detection.

### 3. Force majeure and official measures

Instances of force majeure shall release the Contracting Party thus affected from the need to comply with delivery/acceptance deadlines. The other Party shall be informed of the impediment immediately if it is identified. Should the impediment persist for more than thirty (30) days after expiry of the contractual delivery or acceptance deadline, both Contracting Parties shall have the right to withdraw from the contract within the following five (5) business days by means of a written declaration.

Official measures adopted after conclusion of the contract shall give rise to an entitlement to compensation on the part of the Contracting Party affected. If the contracted destination is changed, any resulting increase or reduction in costs shall be allocated according to the difference in the amount.

### 4. Notification of defects

4.1 **Material warranty:** The warranty period from delivery at the place of performance shall be at least the period of time stipulated in the statutory provisions or norms.

With respect to well-founded notification of defects, Nutriswiss AG shall have the right to a price reduction, replacement delivery or rescission of contract (Article 197 et seq. of the OR (Swiss Code of Obligations), SR 220). The Supplier shall be liable to Nutriswiss AG for all direct and indirect losses incurred by Nutriswiss AG or its contractual partners in connection with the supply of defective goods, rectification of defects, rescission of contract or replacement delivery. He shall be obliged to take out third-party liability insurance with sufficient risk coverage.

For replacement deliveries the Supplier shall be liable to the same extent as for the original delivery item, i.e. including, without limitation, the costs of transportation, travel and labour. The warranty period for replacement deliveries shall commence at the earliest on the day of the arrival of the replacement delivery.

4.2 **Warranty of title:** The Supplier shall warrant that the goods infringe no property rights, limited rights in rem, real estate rights or intellectual property rights. If a third party asserts a right to which he is entitled, Article 196 of the OR shall apply in the event of a partial loss of ownership, and Article 195 of the OR in the event of a total loss of ownership. Should Nutriswiss AG become involved in litigation with a third party, the Supplier shall be informed and shall be obliged to support Nutriswiss AG or its contractual partners henceforth in the litigation proceedings (Article 78 et seq. of the ZPO (Swiss Code of Civil Procedure); SR 272).

### 5. Product Liability

Should a claim be brought against Nutriswiss AG or its contractual partners with respect to product liability, then the Supplier shall guarantee full indemnification. The Supplier shall take out and maintain appropriate insurance with sufficient cover for this purpose. The Supplier shall furnish proof of the insurance and payment of the insurance premiums, if requested.

### 6. Rights to packaging and trademark protection

All packaging, labels etc. designed on behalf of Nutriswiss AG, as well as the rights to the trademarks and names to be displayed on the packaging, label and product, are the property of Nutriswiss AG.

### 7. Payment

7.1 **Prices:** The price shall cover all services required for the proper performance of the contract. This shall include, in particular, all services under the agreed terms of delivery, packaging and labelling, as well as overheads, licence fees and all public levies. If the price is not confirmed when the order is placed, it shall be notified to Nutriswiss AG no later than at the time of order confirmation. If Nutriswiss AG makes no objection to the price within ten (10) business days, it shall be deemed approved.

Prices shall be exclusive of statutory value-added tax. Subject to proper delivery, correct pricing and calculation, payment shall be made within thirty (30) days of receipt of a correctly formatted invoice, subject to any existing claims under material warranty or warranty of title, and no earlier than thirty (30) days after acceptance of the goods free of defects. Payment shall be made for partial deliveries only if agreed in writing.

7.2 **Invoicing:** Invoices including Nutriswiss AG's order and item number shall be drawn up immediately after shipment of the goods. Value-added tax shall be shown separately.

7.3 **Retention of ownership:** Ownership of the goods supplied shall be transferred upon delivery at the place of performance. Retention of ownership shall be effective only if the retention is entered in the relevant retention of ownership register (Article 715 et seq. of the ZGB (Swiss Civil Code); SR 210).

### 8. Assignment

The assignment of claims against Nutriswiss AG shall be effective only if Nutriswiss AG has given its written consent.

### 9. Confidentiality

The Contracting Parties shall be obliged to maintain confidentiality with respect to all drawings, designs, samples, production rules, company-internal data, tools, equipment and other business secrets of the other Party, which were acquired in the course of business activities. The Contracting Parties shall ensure that their staff and auxiliary personnel also comply with this obligation.

### 10. Data protection

The Contracting Parties shall give their revocable consent to shared personal data being handled and processed for order-related purposes in compliance with statutory provisions.

### 11. Written form

Any amendments or additions to a particular order shall be made exclusively in writing and shall be signed by both Parties. This shall also apply to any waiver of this requirement.

### 12. Severability clause

Should individual provisions of these General Terms and Conditions of Purchase prove ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The ineffective provision shall be replaced by a provision, the content of which most closely matches the intention of the original provision. The same rule that applies with respect to partial ineffectiveness shall also apply in the event of a loophole.

### 13. Entry into force

With his first delivery under these Terms and Conditions of Purchase the Supplier shall acknowledge that the conditions shall also apply exclusively to all further contracts, orders and requests. Nutriswiss AG shall reserve the right to amend these General Terms and Conditions of Purchase at any time.

### 14. Place of jurisdiction

Exclusive place of jurisdiction for all disputes arising from a contractual relationship with Nutriswiss AG shall be Lyss (BE) (the Swiss canton of Bern).

### 15. Authoritative version

Only the German-language version of the General Terms and Conditions of Purchase shall be authoritative.