

## GENERAL SALES CONDITIONS OF LUS HEALTH INGREDIENTS B.V.

### Article 1 – Definitions

Any capitalized words and expressions used in these General Conditions are defined terms to which the following meanings is assigned:

**Article:** a provision of these General Conditions.

**Buyer:** the potential counter party or counter party of LUS for the purchase and payment of the Products, including the party which is invoiced by LUS.

**Contract:** each contract between LUS and Buyer which is concluded in accordance with Article 3.4.

**Delivery:** the factual delivery of the Products.

**Force Majeure:** shall have the meaning set out in Article 11.4.

**General Conditions:** these general sales conditions of Lus Health Ingredients B.V.

**LUS:** Lus Health Ingredients B.V., having its registered office at Markt 18, 3142 GG Maassluis, the Netherlands, registered with the Chamber of Commerce under number 74310798.

**Products:** any movable goods, such as health, dietary food products and nutritional sports supplements, Private Label Products and/or related services which are delivered or to be delivered by LUS.

**Private Label Products:** any products specifically manufactured, packaged and/or labelled by or on behalf of LUS for and under the label of Buyer.

**Specifications:** a separate document issued by LUS which stipulates the relevant product specifications for each type of Product and for which LUS accepts responsibility.

### Article 2 – Applicability

**2.1 THE APPLICABILITY OF ANY GENERAL TERMS AND CONDITIONS USED OR REFERRED TO BY BUYER IS HEREWITH EXPLICITLY REJECTED.**

**2.2** These General Conditions are applicable to all legal relationships of LUS acting as potential seller, or seller of the Products. Any general terms and conditions used or referred to by Buyer shall not apply to any legal relationships with LUS.

**2.3** Stipulations deviating from these General Conditions must be made in writing and signed by LUS and Buyer.

**2.4** Whenever “written” or “in writing” is used in these General Conditions it shall also mean by email, internet or any other electronic medium.

### Article 3 – Conclusion of Contract

**3.1** Offers made by LUS are without engagement and are valid for a maximum period of three (3) weeks. Any offer made by LUS shall be regarded as a new and separate offer which shall replace any previous offer or offers made by LUS.

**3.2** Unless agreed otherwise in writing, all offers are based on the assumption that the Contract will be executed under normal working conditions and during normal working time. If the Contract is not executed under normal working conditions and conditions and/or under normal working time, Buyer is obliged to pay any additional costs related thereto to LUS.

**3.3** LUS may terminate its negotiations with Buyer at any time without giving reasons and without having to pay any compensation whatsoever.

**3.4** A contract between Buyer and LUS is concluded, if LUS confirms Buyer’s purchase order in writing, or if LUS commences the execution of the purchase order placed by Buyer (the “Contract”).

**3.5** Buyer hereby explicitly releases its right to, as the case may be, rescind or reject or invoke annulment on the basis of article 6:227b paragraphs 1, 4 and 5 of the Dutch Civil Code or

article 6:227c of the Dutch Civil Code, if and to the extent that Buyer acts as a professional party.

**Article 4 – Delivery, Specifications, Warranty**

**4.1** Unless agreed otherwise in writing, Delivery of the Products shall be done FCA (Free Carrier) (Incoterms 2020).

**4.2** In the event that, in derogation of Article 4.1, Buyer does not arrange for transportation of the Products, LUS will do so at its discretion and at Buyer's risk and expense.

**4.3** The time for Delivery indicated by LUS will only serve as an estimate and is not of the essence. LUS shall not be in default until Buyer has given LUS a notice of default after the agreed time for Delivery has lapsed or after the lapse of the extended time for Delivery referred to in Article 4.4 and LUS has been granted a reasonable time for Delivery of at least one (1) calendar month to fulfill its obligations which has also lapsed without LUS having fulfilled its obligations.

**4.4** In case LUS cannot timely perform its obligations under the Contract, LUS shall give Buyer a notice of default in writing as soon as possible, without LUS being obliged to pay Buyer any compensation.

**4.5** LUS is entitled to deliver in consignments and to invoice such deliveries separately.

**4.6** Buyer is obliged to accept Delivery of the Products at the agreed time and location. Should Buyer fail to accept such Delivery, LUS shall store the Products at Buyer's risk and expense. Buyer shall be liable for any and all extra costs incurred by LUS as a result thereof.

**4.7** Weights, numbers and composition of the delivered Products shall be determined by weighing, counting and analyses in accordance with the methods used by LUS, subject to proof to the contrary.

**4.8** Minor deviations, whether positive or negative, with respect to the agreed quality, quantity, color, taste, weight and/or composition of the Products, the labels and/or packaging material, shall be accepted by Buyer and do not result into any change of the price.

**4.9** Illustrations, catalogues or samples of the Products are only provided as an indication to which the delivered Products do not have to conform.

**4.10** LUS is not obliged to make inquiries about the intended use of the Products or the circumstances in which the Products will be used. Buyer shall be fully liable for the applications and/or use of the Products.

**4.11** LUS only warrants that at Delivery: (a) each Product is fit to be used for normal use thereof and is of such quality as required for human consumption and complies with any requirements imposed in that regard by any competent Dutch (governmental) authority and (b) each Product is in conformity with its respective Specifications, unless explicitly stated otherwise in the relevant certificate of analysis issued by LUS. The warranties set out in Article 4.11 (a) and (b) shall not apply and LUS shall not be liable with respect to a Product that is damaged due to any act or omission of Buyer, including but not limited to damage to or loss of a Product occurring during storage, transportation or handling of a Product by Buyer or a third party engaged by Buyer, or not meeting the temperature conditions for the Products during storage and/or transportation set out in the respective Specifications. LUS does not give any further warranty.

**4.12** LUS expressly reserves the right, but accepts no obligation, to make such changes in the Specifications of a Product as are necessary to ensure that the relevant Product meets any applicable EU or Dutch law, directive or regulation and Buyer shall not be entitled to object to or reject such Product by reason of any such changes. LUS does not warrants the absence of defects which are the consequence of complying with any mandatory (governmental) laws and regulations regarding the nature or the quality of the raw materials and/or materials applied in or to the delivered Products.

**4.13** Buyer cannot claim under the warranty set out in Article 4.11 after it has processed, confused or mixed the delivered Products, in whole or in part, with products delivered by third parties or other Products delivered by LUS, or has sold and/or delivered the Products to third parties.

**4.14** Buyer is obliged to meet the temperature conditions for storage and transportation of each Product set out in the respective Specifications.

**4.15** In case of Private Label Products for which Buyer supplies the packaging materials and/or labels and/or ingredients to be used in the manufacturing of such Private Label Products, LUS shall not be liable for any defects in or non-conformities of such Private Label Products, except in case of gross negligence or willful intent on the part of LUS. Buyer shall be responsible for the performance of incoming goods control of the aforementioned packaging materials, labels and/or ingredients prior to delivery to LUS.

#### **Article 5 – Prices**

**5.1** The prices of the Products are based upon delivery FCA (Free Carrier) (Incoterms 2020) and exclusive of VAT, packaging costs, costs for packaging materials, packaging taxes and analysis cost, unless agreed otherwise in writing.

**5.2** LUS is entitled to charge to Buyer changes in cost price factors relating to the Products, such as prices of (raw) materials, energy costs, labor costs, insurances, freight tariffs, exchange rates, taxes, duties or other governmental measures. LUS shall notify Buyer in writing of a price adjustment. A price adjustment will be effective fourteen (14) calendar days after the date of LUS's written notification.

**5.3** In addition to Article 5.2 and if after conclusion of the Contract but prior to Delivery a change of ten percent (10%) or more in cost price factors relating to the Products, such as prices of (raw) materials, energy costs, labor costs, insurances, freight tariffs, exchange rates, taxes, duties or other governmental measures, has occurred, LUS is entitled to charge this cost price factor change to Buyer. LUS shall notify Buyer in writing of a price adjustment. A price adjustment will be effective immediately after the date of LUS's written notification. If Buyer does not accept the price adjustment, Buyer is entitled to cancel the relevant Contract.

**5.4** Prices of the Products are only valid for the specific amount (weight or numbers) of the Products and/or the specific time frame as agreed and stated in LUS's offer. If no such amount or time frame is stated in LUS's offer, then the price of the Products is valid for only one (1) shipment.

#### **Article 6 – Payment**

**6.1** Payment shall be made by Buyer prior to shipment of the Products, unless otherwise agreed upon in writing. If advance payment has not been agreed, payment shall be made by Buyer within thirty (30) calendar days of LUS's invoice date.

**6.2** Payment shall be made by Buyer in EUR (€, euros), without any right of set-off and/or suspension.

**6.3** All payment-related costs, the provision of securities included, shall be borne by Buyer.

**6.4** In the event of any payment becoming overdue, Buyer is obliged to pay the outstanding amount and statutory interest increased with three percent (3%) over such outstanding amount until such date that payment in full has been received by LUS, without prejudice to any other rights or remedies LUS may have and without a prior written notice of default having to be served. Any unpaid invoices become immediately due and payable and all consequences of non-performance shall become immediately due, effective and/or payable.

**6.5** All extra judicial costs, explicitly including costs incurred in respect of drafting and sending demands for payments, conducting settlement negotiations and other acts in preparation of

potential legal proceedings as well as all judicial costs which LUS reasonably incurs as a result of Buyer's non-performance shall be borne by Buyer.

**6.6** Payments by Buyer shall be deemed to have been made first to settle the costs referred to in Article 6.5, subsequently to settle the interest due and shall then be charged to that part of the principal amount indicated by LUS, irrespective of indications made by Buyer.

#### **Article 7 – Security**

In case LUS has good reason to believe that Buyer will not strictly or timely fulfill its obligations vis-à-vis LUS under the Contract(s), Buyer is obliged to provide, at LUS's first request, satisfactory security in the form requested by LUS with respect to the fulfillment of Buyer's payment obligations and other obligations under the Contract(s) or to replace or provide additional security in addition to any security already provided. If Buyer does not comply with such a request for security within seven (7) calendar days of receipt of such request, all consequences of non-performance shall become due, effective and/or payable.

#### **Article 8 – Retention of Title**

**8.1** LUS retains title relating to the Products delivered or to be delivered, until Buyer has fulfilled its payment obligations and other obligations with respect to all Products delivered or to be delivered under all Contracts, all services to be performed or performed under such Contracts as well as all claims based on breach of one or more of such Contracts. The property law aspects with respect to ownership of and retention of title to the Products that are or are to be supplied and exported by LUS shall be governed by the laws of The Netherlands, except for its conflict of law provisions.

**8.2** In the event that LUS produces new movable goods out of inter alia the Products referred to in Article 8.1 or the packaging materials and/or labels and/or ingredients supplied by Buyer referred to in Article 4.15, these movable goods will be regarded as having been produced for LUS itself as owner and Buyer will detain these movable goods for LUS until Buyer has fulfilled all of its obligations referred to in Article 8.1.

**8.3** Until Buyer has fulfilled its payment obligations in full, Buyer is neither entitled to pledge nor to otherwise encumber the Products. Disposal of the Products to third parties is only permitted in the normal course of its business, provided that Buyer acts as undisclosed agent (in Dutch: "*lasthebber in eigen naam*") of LUS in its own name but for the account of LUS.

**8.4** Buyer shall notify LUS immediately if third parties exercise rights to the Products delivered under retention of title or if Buyer becomes aware of third parties intending to do so.

**8.5** In case Buyer fails to fulfill any of its obligations under a Contract, LUS has the right to repossess the Products delivered and owned by it. LUS shall notify Buyer in writing that it wishes to repossess the Products. Upon receipt of said notification Buyer has the option to return the Products within three (3) working days to LUS at Buyer's cost and expense or to authorize LUS or any third party designated by LUS to enter those premises of Buyer where the Products have been stored and repossess the Products. All costs relating to the repossession of the Products by LUS shall be borne by Buyer.

**8.6** At LUS's first request, Buyer is obliged to:

- insure the Products which are delivered subject to retention of title against all customary risks such as water damage, deterioration, theft, vandalism and fire and to allow LUS to inspect the relevant policy;
- pledge all Buyer's claims against the insurers regarding the Products which are subject to retention of title to LUS in the manner provided in article 3:229 of the Dutch Civil Code;
- pledge to LUS all claims against customers which Buyer acquires by the resale of the Products subject to retention of title in the manner provided in article 3:239 of the Dutch Civil Code;

- mark the Products which are subject to retention of title or to store these Products in such a manner that they are identifiable as LUS's property; and/or
- otherwise provide all co-operation with regard to all reasonable measures LUS will take in order to protect its ownership of the delivered Products and which will not unreasonably obstruct Buyer in the ordinary course of its business.

**8.7** Notwithstanding Articles 8.1, 8.2 and 8.3, the property law aspects with respect to retention of title to the Products that are or are to be exported shall be governed by the laws of the country of destination if and to the extent: (a) LUS so elects in its offer or order confirmation and (b) these laws determine that retention of title to the Products remains valid until the price for the Products is paid in full.

**8.8 THIS PROVISION APPLIES TO GERMAN BUYERS ONLY.** Notwithstanding Articles 8.1, 8.2 8.3 and 8.7, the property law aspects with respect to retention of title to the Products shall be governed by the laws of Germany and the following provisions shall apply if the country of destination is Germany:

- Die von LUS gelieferte Ware bleibt bis zur vollständigen Bezahlung aller bestehenden und zukünftiger Forderungen Eigentum von LUS. Verarbeitung oder Mischung erfolgen stets im Namen und im Auftrag für LUS, jedoch ohne Verpflichtung für LUS. Erlischt das (Mit-)Eigentum von LUS durch Verbindung oder Vermischung, so wird bereits jetzt vereinbart, dass das LUS (Mit-)Eigentum an der einheitlichen Sache anteilmäßig erwirbt. Sofern eine Verbindung oder Vermischung mit einer Sache des Käufers dergestalt erfolgt, dass die Sache des Käufers als Hauptsache anzusehen ist, überträgt der Käufer uns ebenfalls anteiliges (Mit-)Eigentum. LUS nimmt diese Übertragung an. Käufer verwahrt das (Mit-)Eigentum von LUS unentgeltlich und ist verpflichtet, das (Mit-)Eigentum von LUS pfleglich zu behandeln und gegen Untergang und Verschlechterung zu versichern. Ware, an der LUS (Mit-)Eigentum zusteht, wird im Folgenden als Vorbehaltsware bezeichnet.
- Käufer ist berechtigt, die Vorbehaltsware im ordnungsgemäßen Geschäftsverkehr zu verarbeiten und zu veräußern, solange Käufer nicht in Verzug ist. Verpfändungen oder Sicherungsübereignungen sind unzulässig. Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund (Versicherung, unerlaubte Handlung) bezüglich der Vorbehaltsware entstehenden Forderungen tritt Käufer bereits jetzt sicherungshalber in vollem Umfang an LUS ab, LUS nimmt die Abtretung an. LUS ermächtigt Käufer widerruflich, die an LUS abgetretenen Forderungen für deren Rechnung im eigenen Namen einzuziehen. Diese Einziehungsermächtigung kann nur widerrufen werden, wenn Käufer seinen Zahlungsverpflichtungen nicht ordnungsgemäß nachkommt.
- Bei Zugriffen Dritter auf die Vorbehaltsware wird Käufer auf das Eigentum von LUS hinweisen und LUS unverzüglich benachrichtigen. Käufer ist verpflichtet, LUS alle Schäden zu ersetzen, die aus der Durchsetzung des Vorbehaltseigentums gegenüber Dritten entstehen.
- Bei vertragswidrigem Verhalten von Käufer – insbesondere Zahlungsverzug – ist LUS berechtigt, vom Vertrag zurückzutreten und die Vorbehaltsware herauszuverlangen.

## **Article 9 – Duty to inspect, Complaints**

**9.1** Buyer is obliged to inspect each shipment of the Products directly on the date of Delivery. After detection of defects or non-conformities of the delivered Products Buyer is obliged to keep the relevant Products on hold and separated from all other products, to seal and retain the relevant Products, to take pictures showing the defects or non-conformities detected. Subsequently, Buyer is obliged to inform LUS immediately in writing after detection of any defects or non-conformities by describing the defects or non-conformities in detail and by providing LUS with the retained Products, if so requested by LUS, and the pictures taken by Buyer of the defective or non-conforming Products. Buyer is obliged to inform LUS in writing of visible or observable defects or non-conformities within five (5) working days after Delivery, failing which Buyer loses its right to claim that the Products do not conform to the Contract or are defective and LUS shall, irrespective of the legal basis for a claim, not be liable for such defects. Other defects or non-conformities must be notified in writing by Buyer to LUS within five (5) working days after their discovery and at any rate within one (1) calendar month after Delivery, failing which Buyer loses its right to claim that the Products do not conform to the Contract or are defective and LUS shall, irrespective of the legal basis for a claim, not be liable for such defects.

**9.2** In the event of a justified claim under Article 4.11 or a justified complaint under Article 9.1 and provided that any defect or non-conformity has not been caused during storage, transportation or handling of a Product by Buyer or a third party engaged by Buyer or not meeting the temperature conditions for the Products during storage and/or transportation set out in the respective Specifications, LUS's obligations shall be limited to replacement of the Product(s) concerned as soon as reasonably and practically possible, delivering any lacking quantity of the relevant Product(s), or reimbursement of the purchase price paid by Buyer for such Product(s), all at LUS's election. Buyer agrees and understands that the nature of the Products does not always allow stock production.

**9.3** Any claim and/or defense, based upon facts that would justify the claim that the Products delivered do not conform to the Contract or are defective, expires twelve (12) calendar months after the date of Delivery of the relevant Product(s) or, whichever occurs sooner, the expiration date of the Product(s) in question.

## **Article 10 – Limitation of liability, Product recall**

**10.1** If and to the extent that: (a) the delivered Products are defective as referred to in article 6:186 of the Dutch Civil Code or (b) in the event of the entry or movement of the delivered Products, normal use of the Products for the purpose for which they are intended causes damage, LUS's liability shall, irrespective whether the legal basis for a claim is product liability as referred to in articles 6:186 up to and including 6:193 of the Dutch Civil Code, tort or otherwise, be limited to the damage and amount referred to in article 6:190 of the Dutch Civil Code.

**10.2** If and to the extent that: (a) the delivered Products do not conform to the Contract and (b) claims are made by Buyer of third parties that do not fall within the scope of Article 10.1, LUS shall, irrespective of the legal basis for a claim, only be liable to compensate for damages up to an amount which is equal to the amount paid by Buyer for those Products that caused the damage.

**10.3** If and to the extent that: (a) the defect or non-conformity in respect of one or more of the Products which caused the damage did not exist on Delivery and/or (b) the defect or non-conformity in respect of one or more of the Products is caused, in whole or in part, during storage, transportation or handling of a Product by Buyer or a third party engaged by Buyer, or not meeting the temperature conditions for the Products during storage and/or transportation

set out in the respective Specifications and/or other acts or omissions by Buyer and/or third parties, LUS shall not be liable, whether on the basis of Articles 10.1 and/or 10.2 or otherwise.

**10.4** LUS shall, irrespective of the legal basis for a claim, not be liable for consequential losses or damages, regardless whether these are suffered directly or indirectly, including but not limited to: loss of profits, loss of revenue, loss of data, incurred losses, costs and expenses, loss of contracts, loss of savings, non-recouped investments, costs of performing product recall measures and/or product recalls, or losses or costs caused by disruption or stoppage of the production and/or the business.

**10.5** LUS shall, irrespective of the legal basis for a claim, not be liable for any health or nutritional claims made in respect of the Products delivered.

**10.6** The limitations of liability referred to in Articles 10.1 and 10.2 do not apply if and to the extent that LUS's liability for damages is insured under any of LUS's insurance policies and the insurer pays out. In that case LUS shall only be liable to compensate for any damages to the extent such damages are covered by the insurance concerned in the matter concerned. LUS is not obliged to exercise its rights under any of its insurance policies. For the avoidance of doubt, the provisions of Articles 10.3, 10.4, 10.5, 10.7, 10.8 and 10.9 shall remain in full force and effect.

**10.7** LUS stipulates all legal and contractual defenses that it can invoke in respect of its liability towards Buyer also for the benefit of all persons or legal entities involved in the performance of a Contract.

**10.8** LUS may sub-contract, involve and instruct any third party to carry out LUS's obligations under a Contract and may invoke any limitations of liability of these third parties against Buyer.

**10.9** LUS shall not be liable, irrespective of the legal basis for a claim, for damage which has been caused by any of the Products which were used after expiration of their shelf-life as set out in the respective Specifications.

**10.10** The limitations of liability referred to in these general Conditions shall not affect liability based on mandatory applicable law. LUS's liability shall not be limited or excluded in the event of willful recklessness or willful intent on the part of LUS or employees belonging to LUS's management.

**10.11** Buyer shall indemnify and hold LUS harmless from and against any and all claims which are based on the allegation that the Private Label Products or the packaging materials, labels and/or ingredients supplied by Buyer to LUS (a) infringe upon the intellectual property rights of any third party and/or (b) might constitute an act of unfair competition vis-à-vis such third party to the extent that such is the result of LUS using the intellectual property rights, know-how or product specifications of Buyer and/or (c) do not meet the laws, rules and/or regulations of countries and regulatory authorities outside the EU.

**10.12** Each party is obliged to cooperate upon the request of a competent authority to take and perform appropriate recall measures in respect of the Products, whereby the performance of a recall (i.e. the taking back of the delivered Products) shall occur in the last instance and perform any recall measures so demanded. Buyer is also obliged to cooperate with LUS and, upon LUS's request, to take and perform recall measures and to perform the recall measures demanded by LUS. LUS may request a recall of the relevant Products in the event that: (a) there is a reasonable basis for food safety or labeling concerns relating to the Products delivered to Buyer pursuant to a Contract or as a result of other conditions mandated by relevant applicable laws, rules or regulations, including EU regulations and directives, or (b) there is a reasonable basis to believe that the Products do not meet applicable food safety, labeling or other relevant laws, rules or regulations, including EU regulations and

directives, or (c) LUS, in its discretion, decides that the performance of recall measures is necessary.

**10.13** The nature and urgency of any recall will be determined by the parties jointly, or, as the case may be, the relevant competent authority, whereby each party shall use its best efforts to mitigate any damage and costs to be suffered or incurred as a result of or in connection with the performance of a recall or recall measures as much as is reasonably possible.

**10.14** Once the decision to recall one or more of the Products has been taken, the recall will be coordinated by LUS. Each party shall bear a proportionate share of the cost of performance of the recall or recall measures based on such party's degree of fault, if any. Each party shall bear the cost of performance of the recall or recall measures with respect to the use of its own personnel and assets.

**10.15** If Buyer has knowledge of facts or circumstances which may lead to the performance of a recall or one or more recall measures, Buyer is obliged to inform LUS first before informing the relevant competent authority.

**10.16** If so required by LUS, Buyer is obliged to inform LUS in writing of the names and addresses of its customers as well as the relevant dates of delivery to such customers that have been supplied with Products that are subject to the performance of a recall or one or more recall measures. LUS shall treat the aforesaid information as confidential information.

**10.17** Buyer is obliged to strictly adhere to and observe all relevant applicable EU and national regulations, directives, laws and rules relating to product safety, food safety, product monitoring and product hygiene and shall be liable towards LUS if Buyer fails to do so.

#### **Article 11 – Termination, Rescission, Force Majeure**

**11.1** If (a) Buyer fails to perform or does not properly perform any of its obligations under a Contract, or (b) an application for a (preliminary) suspension of payments is made in respect of Buyer or granted to Buyer, or (c) an application for bankruptcy is filed with regard to Buyer or Buyer is declared bankrupt, LUS is entitled to terminate the relevant Contract, or to rescind the relevant Contract, in whole or in part, both with immediate effect, or to suspend the (further) performance of its obligations under the relevant Contract, all such without prejudice to any other rights or remedies LUS may have and without any compensation being due by LUS.

**11.2** If LUS terminates or rescinds a Contract in accordance with Article 11.1, without prejudice to any other rights or remedies LUS may have, any and all claims of LUS may have against Buyer shall become immediately due and payable.

**11.3** If a party cannot properly perform its obligations (other than payment obligations) under a Contract, in whole or in part, for (a) a continuous period of eight (8) weeks or longer, or (b) such performance is rendered impossible, as a result of one or more circumstances which are beyond that party's reasonable control and which are listed in Article 11.4 ("Force Majeure"), this party shall not be liable towards the other party for its failure to meet its obligations under the relevant Contract, any default occurring as a consequence thereof or any delay in the performance of such Contract, and each party is entitled to rescind such Contract, in whole or in part, or to terminate the Contract, both with immediate effect, without any compensation being due by the affected party.

**11.4** "Force Majeure" is limited to the following circumstances which are regarded as being beyond the reasonable control of and not attributable to the party affected by force majeure: crop failure of the Products, sourcing issues in respect of packaging materials and/or ingredients and/or the raw materials required for the production of the Products, whether in whole or in part, whether worldwide or in the country or countries of origin of the Products, non-compliance with (non-branch conform) quality and/or hygiene and/or food safety



requirements for the Products in the country or countries where the Products have to be processed and/or delivered, governmental regulations or orders which prohibit or restrict the use of the delivered Products or the Products to be delivered, cost price factor increases, shortage of raw materials and auxiliary materials for the production of the Products, limitations/prohibitions of in- and/or export, transportation problems, disruption or mistakes made in the production process of the Products, nature-/nuclear disasters, war, danger of war, threats of war, terrorist activities and/or threats of terrorism, diseases, epidemics, pandemics, governmental restrictions as a result of epidemics or pandemics, and calamities which cause LUS's and/or LUS's suppliers' production facilities to stop producing, such as but not limited to fire, lightning, damage by water, power failure or power shortage.

**11.5** Each party shall notify the other party in writing forthwith of an event of Force Majeure and to what extent the party affected by Force Majeure will be able to continue to deliver or accept Delivery of the Products. LUS shall never be obliged to purchase additional Products and/or raw materials required for the production of the Products from third parties in case of shortage. If the quantity of Products available with LUS is not sufficient to deliver to all its customers, LUS is entitled to allocate the deliveries in such a way which seems appropriate to LUS.

#### **Article 12 – Intellectual Property and Confidentiality**

**12.1** Buyer is only permitted to use LUS's trade names, logos, patents, copyrights, trade marks and/or any other of LUS's intellectual property rights if and to the extent specifically agreed in the Contract.

**12.2** Buyer undertakes that it shall not at any time disclose to any third party any confidential information concerning the Contract(s), or any other documents or information provided pursuant to the Contract(s), or any offers made by or to LUS, or any orders placed with LUS, or concerning the business and affairs of LUS, except: (a) to the extent required by applicable law, including but not limited to stock exchange rules, or by any competent authority but in that case only (where permitted by law) after consulting with LUS about the timing and content of such disclosure; (b) to its professional advisers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose; and (c) to the extent that at the date hereof or hereafter such information is or shall become public knowledge, otherwise than through unlawful disclosure of which the disclosing party at the time of disclosure was or could reasonably have been aware that it was unlawful. In no event shall Buyer use LUS's confidential information for any purpose other than lawfully performing its obligations under the Contract(s).

**12.3** LUS's confidential information is and shall remain LUS's property and shall comprise all information, whether verbal or written, whether or not recorded on data carriers, which is to be regarded confidential because of its nature, all information which is made confidential by or on behalf of LUS and all other information of which Buyer should have known that it is regarded as confidential by LUS. LUS's confidential information comprises amongst others but is not limited to: correspondence, whether verbal, written or electronically, price lists, batch numbers, article codes, item codes, lot numbers, invoices, freight letters, packing slips, delivery receipts, certificates of analysis, formulation sheets, product specification sheets, flow charts, reports, destruction forms, formulations, recipes, material safety sheet data, business data, manufacturing data, methods of analysis, methods of production, customer data, customer records, know-how, Specifications, intellectual property rights and all other confidential information with respect to the Products.

**12.4** LUS shall not be liable, irrespective of the legal basis of a claim, for the use or infringement of Buyer's proprietary knowledge and/or Buyer's intellectual property rights which are

applicable to the Products, unless such liability has been agreed upon in writing before Delivery.

**12.5** If Buyer is a group company as referred to in article 2:24b of the Dutch Civil Code at the time of the conclusion of a Contract, Articles 12.1 up to and including 12.4 shall apply equally to each member of the group of companies to which Buyer belongs.

**Article 13 – No assignment**

**13.1** None of the parties may assign or encumber any of its rights or transfer its legal relationship under a Contract without the prior written consent of the other party. This provision shall have a property law effect as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

**Article 14 - Applicable law / Jurisdiction/Arbitration**

**14.1** Dutch law shall be applicable to all legal relationships between Buyer and LUS, except for its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

**14.2** If Buyer has its registered office within the European Union, all disputes between Buyer and LUS arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions shall be submitted in first instance to the exclusive jurisdiction of the competent court of the District Court Rotterdam in Rotterdam, the Netherlands.

**14.3** If Buyer has its registered office outside the European Union, all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("NAI"), as then in force. The arbitral tribunal shall consist of one (1) arbitrator in the event the amount of the dispute is less than EUR 250,000 (two hundred and fifty thousand euro) and of three (3) arbitrators in the event the amount of the dispute is EUR 250,000 (two hundred and fifty thousand euro) or more, unless Buyer and LUS agree in writing on a single arbitrator on such occasion ("Arbitration Tribunal"). The Arbitration Tribunal shall decide in accordance with the rules of law, the provisions of the Contract and these General Conditions. The place of arbitration shall be a mutually agreeable place in Amsterdam, the Netherlands and the arbitration shall be conducted in English. The Parties shall not be precluded from applying for injunctive relief in summary proceedings before any competent court in the Netherlands instead of arbitrators.

**Article 15 – Conversion**

If any provision of these General Conditions is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions which shall remain in full force and effect. LUS shall substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

The most recent version of the General Conditions is published on LUS's website: <https://www.lusingredients.com> . The General Conditions are registered with the Chamber of Commerce under number 74310798.