

GENERAL TERMS AND CONDITIONS OF PURCHASE

of Lipoid GmbH, PHOSPHOLIPID GmbH, R&R Extrakte GmbH

Our Terms and Conditions of Purchase shall apply exclusively. Supplier General Terms and Conditions that conflict with, deviate from or supplement our Terms and Conditions shall not be recognized. This shall also apply in the event that we accept the ordered goods or services in whole or in part without express objection, or make payment. Our Terms and Conditions of Purchase shall also apply to all future business transactions with Supplier.

1. Orders

All agreements made between us and Supplier for the purpose of performance of this contract shall be set down in writing. Each order must be confirmed immediately. Unless otherwise agreed, the price shall include DAP delivery of goods from the EU (Incoterms 2020), for goods from outside the EU the price shall include DDP delivery (Incoterms 2020) including packaging. In the event that we not just temporarily cannot be reasonably expected to uphold an order due to a force majeure event, to strike or to lawful lockout without bearing responsibility for this, we shall be entitled to reduce or cancel orders. This shall apply only to the extent that is deemed reasonably acceptable for Supplier with due consideration of the effects for both parties. Third parties may only be commissioned to perform the execution of our orders with our written consent.

2. Delivery dates and delays

The delivery dates agreed shall be binding. Delivery periods begin on the date of the order. If the supplier fails to provide the agreed service, we may demand compensation for any damage incurred as a result of the delay without the need for a reminder, provided that the other requirements of Section 286 of the German Civil Code (BGB) are met. Partial deliveries shall only be permissible if specifically requested by us. Acceptance of a partial delivery that was not requested by us shall not affect our rights in respect to the entire delivery, even if they are not expressly reserved on acceptance of delivery. Foreseeable delivery delays shall be reported to us immediately. We shall only be in default of acceptance if the supplier has expressly offered its services to us, even if a specific or determinable timeframe has been agreed for our actions or cooperation.

3. Invoicing and payment

Unless partial deliveries have been expressly agreed, a total invoice shall be drawn up for each order subsequent to complete delivery. The invoice shall be forwarded separately from the goods. Unless special agreements have been made in regard to mode of payment, payment made within 14 days shall be subject to a discount of 2%. Payment within 30 days of receipt of the invoice shall be due without deductions. The payment period shall begin with the receipt of the invoice but not before receipt of the goods. Receivables may only be transferred to third parties with our express consent.

4. Inbound quality inspection

It shall be our responsibility to inspect incoming goods for deviations in quality or quantity within a reasonable period of time. In the event of possible apparent and obvious deviations in quality or quantity, the complaint shall be deemed as having been effected on time if it arrives at Supplier within a period of five working days subsequent to our receipt of the goods. Should raw materials supplied to us require in-house analysis by our company to determine whether they are fault-free, a notice period of four weeks subsequent to our receipt of the goods shall apply. In the case of special examinations that are more time-consuming, this notice period shall be extended in accordance with the examination requirements.

5. Warranties for material defects and defects of title, producer liability

The statutory regulations for material defects and defects of title shall apply. In the case of orders based on samples approved by us, Supplier shall be fully liable for deviations

thereof. The contents of the shipment must be clearly marked on each individual packaging unit and on the packaging. Supplier shall be responsible for ensuring that neither the rights of third parties nor any legal provisions are violated by the agreed delivery. If the supplier is responsible for product damage, they shall indemnify us against third-party claims to the extent that the cause lies within their sphere of control and organization, and that they are liable under external regulations. The supplier must take out and maintain product liability insurance with coverage of at least EUR 5 million for each personal injury or property damage claim.

6. Goods of a technical nature and related services

The regulatory and statutory provisions shall apply for goods of a technical nature providing that goods at the time of delivery comply with the generally recognized engineering codes of practice and the currently applicable regulations of the VDE (German Electrical Engineering Association); at the same time, all relevant accident prevention regulations and the legal requirements in regard to state-of-the-art technical work equipment must be fulfilled. Supplier shall be fully liable in the event of non-compliance. This shall also apply to consequential damages.

7. Receivables assignment and set-off

The assignment of receivables resulting from the contract by Supplier shall only be effective for us if we have given our consent to this in writing. We shall be entitled to offset payment claims of Supplier.

8. Insurance

We expressly waive any haulage, logistics or warehousing insurance. Costs for transport insurance shall therefore only be accepted if this has been expressly agreed to by us.

9. Confidentiality

Our orders and the associated communications shall be treated with confidentiality. Samples intended for us, drafts, all drawings and other documents that are made available by us for the manufacture of the goods or that are created in accordance with our instructions may not be used for any other purpose or disclosed to third parties. The depiction and exhibition of items belonging to us or intended for us shall require our express written consent. Special confidentiality agreements and legal regulations regarding the protection of secrets remain unaffected.

10. Place of performance, place of jurisdiction and applicable law

Place of performance for the delivery of the goods shall be the receiving facility specified in the order (obligation of delivery). The transport risk shall be borne by Supplier. According to sentence 1, any subsequent performance shall also take place at the same location. For business people and legal persons under public law, the receiving facility specified in the order shall be the exclusive place of jurisdiction. For purchase price payment claims, Ludwigshafen/Rhine shall be the exclusive place of jurisdiction for Lipoid GmbH, for Phospholipid GmbH and R&R Extrakte GmbH it shall be Cologne. For all contracts that are subject to these General Terms and Conditions of Purchase, German law shall apply with the exception of the provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods.

11. Data security

It should be noted that your data are processed and stored if this is required for the administration of the business relationship. The applicable provisions of the Federal Data Protection Law of Germany shall be observed in this respect.

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