

GENERAL CONDITIONS OF PURCHASE

Symrise Granada, S.A.U.

1. Scope

- (1) Any order placed by Symrise with the supplier shall be based exclusively on these General Purchase Conditions. These purchase conditions shall also apply when Symrise accepts deliveries and/or makes payments, even if Symrise has knowledge of the existence of conditions of any supplier that conflict with or deviate from its own purchase conditions. This also applies to any future commercial transaction with the supplier.
- (2) Any deviation from these purchase conditions will not become effective unless approved by Symrise in writing. The approved deviations shall only apply to a specific case and shall not take effect in the future.
- (3) These purchase conditions shall replace all previous conditions.

2. Placement of orders

- (1) Orders must be placed in writing to make them binding. The same thing applies to all agreements before or after entering into the contract. Orders placed verbally or by telephone must be subsequently confirmed in writing by Symrise to make them binding. The same thing shall apply to verbal collateral agreements and any modifications to the present general conditions or, where appropriate, to the special conditions, if any.
- (2) Orders placed by Symrise must be accepted by the supplier within a maximum period of ten (10) calendar days from the date of the order.
- (3) The supplier may not subcontract the contract execution to third parties without the prior written consent of Symrise.
- (4) The supplier must treat the conclusion of the contract confidentially and shall only be able to refer to its business relationship with Symrise in its publicity materials, with the express written consent of Symrise.
- (5) The contracting parties agree that each and every one of the commercial or technical details revealed during the course of the business relationship not already in the public domain shall be treated as business or trade secrets. Possible subcontractors shall be subject to the same business confidentiality and secrecy.
- (6) The supplier may only be delayed in the delivery of the Order for reasons of force majeure, subject to prior notification to Symrise at the earliest opportunity. If the delay exceeds the initially planned period by ten (10) days, Symrise may cancel the Order at no additional cost or obligation. The supplier may send pending and late orders only to the extent that Symrise has authorized it in writing.

3. Prices / shipping / packaging

- (1) The prices agreed upon shall be fixed. All the costs of packaging, packaging materials and transport to the address and/or location indicated by Symrise, in addition to the costs relating to customs formalities and custom duties shall be included in these prices. The supplier must indicate the VAT separately in its quotations and invoices.
- (2) The supplier is required to indicate, in all shipping/delivery documents, delivery notes and invoices, the order number of Symrise, as well as all other data relating to the order (date, amount, etc.) that are included therein and any other identifying data that is compulsory to state in accordance with the applicable legislation. If the supplier does not do so, Symrise shall not be responsible for any consequent delays in processing or any other consequences.
- (3) Delivery shall be carried out at the expense and risk of the supplier. Any risk of damage, therefore, including accidental loss, shall be charged to the supplier until delivery is made and accepted at the address and/or location indicated by Symrise.
- (4) The supplier shall be obliged to use the packaging in accordance with the legal provisions. Goods should be packaged in such a way that they are protected from damage during transport. The Supplier shall be responsible for any product damage resulting from faulty packaging. Reusable containers must be properly marked on the outside, following the instructions required by the current regulations, as well as the specific storage instructions.
- (5) Any cost arising from faulty packaging or incorrect shipment shall be the responsibility of the supplier.

4. Payment terms

- (1) Under the present general conditions, the terms "delivery" and/or "acceptance" shall be used depending on the purpose of the purchase and sale.
- (2) The payment shall not involve a declaration of conformity on the quality of the delivery nor limit any right that Symrise may have. The supplier shall grant a discount of three percent (3 %) for payments made within the ten (10) days subsequent to the receipt of the invoice.
- (3) Symrise shall have rights to compensation and remuneration in accordance with the legal provisions.
- (4) In the event of delay in payment, Symrise's liability shall not exceed the statutory rate for late payment.

5. Delivery dates / delays in delivery / force majeure

- (1) The agreed delivery dates shall be binding. The supplier shall be in default once the deadline has passed. No specific reminder will be necessary for the "non-compliance" to take place. In the event of an obligation that must be fulfilled at the facilities of the creditor or supplier, the delivery date or the delivery period shall be deemed to be fulfilled whenever the goods are received at the address and/or location indicated by Symrise.
- (2) If the supplier points out that for any reason it is unable to meet an agreed delivery date, it must inform Symrise of this immediately in writing, stating the reasons for and the estimated duration of the delay. The supplier shall bear the additional costs of the replacement deliveries as early as possible. All without prejudice to the provisions in clause 2 above.
- (3) If the supplier is in arrears due to any non-compliance with the delivery date, Symrise shall be entitled to demand a contractual penalty amounting to 0.2 percent of the value of the order for each working day, and this may not exceed 5 percent of the order value. Symrise reserves the right to apply a contractual penalty until payment of the invoice. The contractual penalty must be compensated with any claim for damages caused by the delay. Symrise reserves the right to apply additional claims for damages. And all without prejudice to the provisions in clause 2 above.
- (4) All the orders shall have a specific delivery date.
- (5) The signing of the delivery note shall not involve any declaration on the conformity of a shipment with the specifications.
- (6) Symrise shall not accept partial deliveries unless expressly agreed otherwise.

6. Passing of risk / Retention of the ownership by the supplier

The ownership of the delivered goods shall be passed to Symrise upon delivery. Symrise shall not accept any retention of ownership by the supplier. The transfer of ownership of the goods shall not, under any circumstances, entail compliance of a delivery with the specifications.

7. Quality

- (1) The delivered products must comply with the legal regulations, the quality technical specifications, the remaining agreed specifications and the current state of science and technology.
- (2) Symrise may reject products whenever they do not meet the above criteria. In the case of rejection, the costs incurred by Symrise will be paid by the supplier.
- (3) The containers must meet the legal regulations of the destination country, the agreed specifications and the current state of science and technology.

8. Liability

- (1) The supplier shall be liable for any breach of contract in accordance with the legal provisions, unless otherwise indicated in these commercial conditions.
- (2) In the event of non-compliance with any of the specific conditions of the order or product, Symrise may claim compensation from the supplier for any damages that may have been caused to Symrise for said non-compliance.

9. Notice of defect / guarantee

- (1) At the time of reception, Symrise shall carry out random checks to inspect the delivered goods for deviations in quality and/or quantity. Any notice of defect made by Symrise shall be deemed to have been effected in good time if carried out within seven (7) working days following reception and/or within thirty (30) working days following the detection of a hidden defect.
- (2) The rights of Symrise, in the event of defects in quality and defects in ownership shall be subject to the legal provisions, modified as follows:
 - a) Claims based on defects shall be limited to two years from the delivery of the item supplied to Symrise or to a third party appointed by Symrise at a location designated by Symrise, unless the law stipulates a longer deadline. In cases in which the law or contract provides for acceptance, the limitation period shall commence from the time of acceptance.
 - b) In the event of defective deliveries or packages, Symrise shall be entitled to demand, at its discretion, the rectification or provision of a replacement delivery. In the event of immediate danger or if the supplier is delayed in the subsequent compliance demanded by Symrise, refuses to comply or does not comply with the subsequent compliance demanded by Symrise, Symrise shall be entitled to amend the defects, ensure that third parties rectify these defects or obtain a replacement product, with the supplier bearing the costs in all cases. Symrise shall decide, at its sole discretion, whether or not there is imminent danger.
 - c) For items that have been rectified or delivered as replacement products, the limitation period specified in the above section a) shall be resumed at the time of rectification and/or delivery of the replacement product.
 - d) The supplier shall assume responsibility for all the expenses relating to the goods not accepted by Symrise.
- (3) If Symrise is subject to claims from third parties due to a faulty product and such a fault was caused by a defect in the goods delivered by the supplier, the supplier shall compensate Symrise for these damage claims when first requested by Symrise, and shall hold Symrise and its customers harmless against any claim, liability, legal action, demand, damage, prejudice, cost and expense brought against Symrise and its customers as a consequence of any non-compliance or failure to perform by the supplier, of its obligations under the order or on the occasion of any defective product.
- (4) In the event of defects in ownership, the supplier should compensate Symrise for any possible third-party claims.
- (5) The supplier should have an adequate insurance policy against all risks related to product liability, including the risk of withdrawal, and the supplier shall allow Symrise to inspect the insurance policy at the request of Symrise.

10. Place of fulfilment, place of jurisdiction, applicable law, various

- (1) Unless expressly stated otherwise, the headquarters of Symrise Granada shall be the place of fulfilment of the contract.
- (2) The Courts of the city of Granada shall be the exclusive place of jurisdiction for any dispute arising from the supply contract or by agreement between the parties.
- (3) The United Nations Convention on Contracts for the International Sale of Goods shall apply. For any other legal matter that falls outside the scope of the application of the United Nations Convention on Contracts for the International Sale of Goods, the legislation of the Kingdom of Spain shall apply.
- (4) The supplier represents and warrants the compliance with all the applicable laws, rules, regulations and ordinances, whether they be of the European Union, national, autonomous or local government.
- (5) In the event that one of the provisions of these terms and conditions, whether in whole or in part, becomes or is declared ineffective, this shall not affect the other provisions and/or the remaining part of the provision.

11. Data protection

The supplier, as Data Controller, shall comply fully and at all times with the provisions contained in the relevant applicable data protection regulations.

In this regard, the personal data of representatives, as well as other persons involved in the legal relationship, will be processed for the purpose of complying with the rights and obligations contained in this contract, the legitimate basis for the processing being the execution of the contract, as well as the legitimate interest.

The data will be kept for the time strictly necessary to fulfill the purpose for which it was collected, and in any case to determine the possible liabilities that may arise from this purpose, taking into account the periods established in the corresponding regulations. Likewise, it will not be transferred to third parties except in cases where there is a legal obligation to do so, and no international data transfers will be made.

The supplier undertakes to adopt the necessary technical and organizational measures appropriate to the risk, in order to comply with the GDPR and the LOPDGDD, with the aim of guaranteeing security and preventing alteration, loss, processing, or unauthorized access to data processing. Data subjects may exercise their rights of access, rectification, and erasure of data, as well as request data portability, restrict processing, or object to it, by writing to each of the parties at the address indicated in the heading of the agreement. They shall also have the right to lodge a complaint with the competent supervisory authority