

# GENERAL TERMS OF SALE AND DELIVERY

## Symrise Ibérica, S.L. ("Symrise")

### 1 Scope

- (1) These terms of sale and delivery (the "**Terms**") shall apply to Symrise sales and deliveries unless different terms and conditions have been expressly agreed by the parties in writing. These Terms shall also apply (i) in case Symrise delivers the goods requested without any reservations and/or accepts the order without any reservation, in spite of being aware of any purchaser's conditions that are in conflict with or deviate from these Terms, provided these Terms have been made available to the purchaser, and (ii) to any future sale and delivery business transactions with the purchaser.
- (2) Any agreement deviating from these Terms shall not be effective unless approved in writing by Symrise. Approved deviations shall only apply to a certain individual case and shall have no effect in future transactions.

### 2 Order and Conclusion of Contract

- (1) An order placed by the purchaser shall be deemed to be a legally binding offer to conclude a contract with Symrise, but such order will require the Symrise's written confirmation for the contract to enter into effect.

### 3 Terms of Payment

- (1) All prices quoted are ex works and net of the statutory VAT valid at the time. Taxes, surcharges, import and export fees as well as customs fees may arise in addition thereto and, if so, they will be added to the price of the products.
- (2) Invoices are due and payable within ten (10) days upon receipt of such invoice without any deductions.
- (3) The purchaser shall only have rights of set-off if its counterclaims have been legally established, are undisputed and recognized by Symrise.

### 4 Warranty, Damages and Liability

- (1) The purchaser has the obligation to inspect the goods received for defects immediately upon receipt. The purchaser must inform Symrise in writing of obvious defects immediately but no later than seven (7) business days upon receipt of the delivery; in case of hidden defects, within seven (7) business days upon detection, but in any case prior to the expiration of a 30-day term from the receipt. Otherwise, the delivery shall be deemed to have been accepted.
- (2) The purchaser must provide Symrise with the defective goods and the associated packaging for inspection.
- (3) In case a rectification of defects or a substitute delivery is not possible or is rejected or is not effected or failed for other reasons attributable to Symrise within a 20-day term from the notice of the defect, the purchaser is entitled to rescind the agreement with respect to the defective products.
- (4) Symrise will only be liable for direct and foreseeable damages caused by Symrise or its representatives and employees, excluding loss of profit. In any event, this liability will not exceed five (5) times the value of the product. This latter limitation will not apply in the case of wilful misconduct or serious negligence or in the case of mandatory liability.
- (5) Any additional claims by the purchaser shall be excluded.

### 5 Involvement of Suppliers

- (1) In case the defective delivered item is a product that Symrise purchased in whole or in part from a third party and provided it is legally allowed, Symrise is entitled to assign its rights concerning material defects vis-à-vis the supplier to the purchaser and inform the purchaser of its possibility to assert claims against the supplier. This notwithstanding, the client will be entitled to claim against Symrise on a subsidiary basis.

### 6 Statute of Limitations

- (1) Any and all claims of the purchaser, irrespective of their legal grounds, become statute-barred after twelve (12) months, insofar as this is legally admissible and unless a shorter term is recognized in these Terms.

### 7 Retention of Title

- (1) Symrise reserves the right to retention of title to (but not the risk of) the delivered items until receipt of full payment for the respective shipment.
- (2) The purchaser shall be entitled to resell the goods subject to retention of title in its ordinary course of business. The purchaser hereby assigns to Symrise its price claims resulting from the resale of the goods subject to retention of title until the amount due to Symrise. In case of any delay in payment to Symrise on the part of the purchaser, the purchaser shall be obliged, (i) upon Symrise's request, to provide Symrise with all the information necessary for collection and to allow a Symrise representative to verify the valid existence of the claim based on the purchaser's accounting documents, and (ii) to inform its debtors of such assignment.
- (3) If Symrise's title to the goods extinguishes due to the goods being mixed or blended with other goods or due to being processed and the purchaser becomes the owner of the delivered item, then the purchaser hereby assigns to Symrise (i) a pro rata co-owner's share in the value of the new item being produced and (ii) the proceeds of the re-sale until the pending amounts.
- (4) In case of any delay in payment on the part of the purchaser and prior to any resale by the purchaser, Symrise shall be entitled as well to take back the delivered goods and in order to do so, Symrise shall be entitled to enter the purchaser's premises. Symrise shall then be entitled to freely dispose of such goods subject to a retention of title. Any proceeds from such disposal must be set off against the purchaser's debts (less reasonable expenses for such disposal).
- (5) Notwithstanding the measures in the paragraphs above, Symrise will be entitled to obtain the legal interest of the due and unpaid amount.
- (6) The purchaser undertakes to obtain adequate replacement value insurance for the goods against fire, water and theft at its own expense.
- (7) The purchaser must inform Symrise immediately of any third party claims to Symrise's property and, upon agreement with Symrise, the purchaser shall be obliged to take appropriate legal steps against such claims at its own expense.

### 8 Packaging

- (1) The parties expressly agree on using returnable packaging; such packaging must be returned free of charge in good, serviceable, clean and washed condition to the Symrise plant from where it was delivered, within a 60-day term; otherwise,

such packaging shall be deemed to have been purchased by the purchaser at replacement value. In case of any returns, the customer number, invoice number and the batch number of the container must be stated.

- (2) Pursuant to the article 18 of the Royal Decree 782/1998 of the 30th of April, approving the Regulation for the development and implementation of the Law 11/1997 of the 24th of April on packaging and packaging waste, it is expressly stated that, in all sales and transmission transactions, the final user will be responsible for the disposal of packaging waste or used packaging, for a proper environmental management.

### 9 Shipment

- (1) Shipment and transport of the products shall be effected at the purchaser's risk and expense. Upon the purchaser's request and at its expense, Symrise shall obtain transport insurance covering the usual transport risks. Should shipment be delayed due to the purchaser's fault, the goods shall be deposited or stored in Symrise's premises at the purchaser's risk and expense.
- (2) Consequently, the risks over the products correspond to the purchaser from the moment these products are available to be shipped.

### 10 Delivery and Delivery Date

- (1) Delivery dates shall be agreed upon by the parties. If the parties agreed on a delivery period, such period shall begin as of the date of the order confirmation.
- (2) The compliance with dates for delivery shall be subject to a timely receipt of any and all documents to be procured by the purchaser as well as to a timely provision of information and fulfillment of any other obligations by the purchaser. If these pre-conditions are not fulfilled in due time, the delivery periods shall be extended accordingly, except if Symrise is responsible for such delay.
- (3) In addition, Symrise's compliance with agreed upon delivery periods and dates shall be subject to a delivery in due time by its own suppliers. Should Symrise, due to any delay in delivery by one of its suppliers, not be able to comply with agreed upon delivery periods and dates due to circumstances beyond its control and despite having observed all commercial duties of care, Symrise shall not be liable for delays in delivery. In such case, Symrise undertakes to assign to the purchaser any claims for damages it may have against such suppliers, provided it is legally possible.
- (4) In cases of force majeure, strikes, non-culpable inability to perform as well as unfavorable weather conditions, the delivery period shall be extended by a period of time corresponding to the duration of such event beyond Symrise's control.

### 11 Reservation of the Right to Rescind the Contract

- (1) Symrise shall be entitled to rescind the contract if delivery is materially impeded or rendered impossible due to force majeure, strikes or natural disasters or any failure to deliver or to deliver in due time or correctly on the part of any supplier and if such event continues during five (5) days and not within Symrise's control.

### 12 Use of the Products

- (1) The purchaser will be responsible of the use of the products.
- (2) To the extent the use of the products delivered by Symrise (e.g. for cosmetic or pharmaceutical products, food, foodstuff or animal food) is subject to legal regulations, it shall be the purchaser's responsibility to verify whether the delivered products are suitable for such use and whether the final product complies with the applicable legal regulations.
- (3) Symrise shall not assign any intellectual property rights to the purchaser with the sale of the products.

### 13 Data protection

- (1) In compliance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and the rules that implement it, the personal data of each party's representatives, and the contact information of each party's individuals provided by each of the parties, will be processed by the other party, which will act independently as the data controller and it will use the data to execute the Terms and satisfy the obligations set forth in these Terms.
- (2) The legal grounds for processing the data is the legitimate interest of the parties in maintaining the commercial relationship and executing these Terms, since the data is necessary for providing the envisaged supplies. Each party will retain the personal data of the other party's representatives for as long as these Terms remain in force, and once they have been terminated, insofar as liabilities may arise for the parties, respecting its confidentiality.
- (3) The parties will provide contact details of their respective Data Protection Office in the order and the confirmation of the order.
- (4) Each party's representatives may exercise, in the terms envisaged in the legislation in force, their right to access, rectify or delete their data, or to limit or oppose processing of their data, in addition to their right to portability, by sending written notice to the addressed indicated in the order and the confirmation order. The representatives may file a claim with the competent supervisory authority, namely the Spanish Data Protection Agency, or to whoever they see fit.

### 14 Place of Performance, Jurisdiction, Applicable Law and Miscellaneous

- (1) Unless otherwise expressly agreed upon, the seat of Symrise shall be the place of performance.
- (2) Any disputes regarding the interpretation and application of these Terms will be subject to the courts of the seat of Symrise, except in case of imperative rule.
- (3) These Terms shall be subject to the laws of Spain. The application of the UN Sales Convention shall be excluded.
- (4) Should one of the provisions in these Terms or a part of a provision be or become ineffective, this shall not affect the other provisions and/or the remaining part of the provision.

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