

General Terms and Conditions of Purchase of Selectchemie GmbH, Hamburg, Germany (“Selectchemie”) for Suppliers based in Germany

1. General

Selectchemie purchases goods and/or services from the other party (“**Supplier**”). The Supplier acknowledges that these General Terms and Conditions of Purchase of Selectchemie (“**GTCPS**”), shall apply to all present and future contracts for the purchase of goods and/or services between the Supplier as seller and Selectchemie as purchaser. By accepting any purchase order of Selectchemie containing or referring to these GTCPS, the Supplier acknowledges the exclusive validity of these GTCPS for the contractual relationship. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that Selectchemie has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, even if Selectchemie does not explicitly reject them. The GTCPS also apply to follow-up orders to previous orders under which these GTCPS have been agreed even if no specific reference is made to them. In the event of a conflict between provisions agreed individually in writing between the parties and the present GTCPS, the individually agreed contractual provisions shall prevail.

2. Purchase Orders and Contract

Selectchemie’s purchase orders (“**Orders**”) shall only be valid and binding if made in writing by Selectchemie. Orders placed orally, e.g. by telephone, require subsequent written confirmation by Selectchemie. Orders made by Fax and E-Mail are deemed to be made in writing. Deviations from the order terms of Selectchemie made by the Supplier, including price and currency reservations, are only binding for Selectchemie after written confirmation by Selectchemie. An Order placed by Selectchemie and not rejected by the Supplier within 10 days or a deviating order confirmation agreed to in writing by Selectchemie, each together with these GTCPS, form the contract between Selectchemie and the Supplier for each order (“**Contract**”). Should the Supplier request certain additional services from Selectchemie (e.g. the completion of questionnaires, surveys etc.), and should Selectchemie, in its unrestricted discretion, agree to provide such services, Selectchemie is entitled to invoice the time spent for such requested services and such services become part of the Contract.

3. Withdrawals and/or Cancellations; Termination

Selectchemie is entitled to withdraw from the Contract or cancel parts of the Order at no further costs as long as the Supplier has not shown evidence satisfactory to Selectchemie that it has already purchased the goods, raw materials or services ordered by Selectchemie from a third party. If services or services with work results are subject of the Contract, Selectchemie is entitled to terminate the Contract in writing within a period of thirty days at any time. The right of termination for cause remains unaffected.

4. Prices and Other Specifications

The prices and specifications agreed in the Contract are binding. Circumstances arising between the conclusion of the Contract and delivery, in particular fluctuation in currencies and supplier prices, do not entitle the Supplier to adjust the prices or other conditions of the Contract.

5. Execution

The Supplier ensures that the ordered goods or services meet the agreed specifications according to the Contract, which are deemed to be warranted characteristics. If the Supplier has submitted samples, the characteristics of the sample in terms of materials and processing are deemed to be guaranteed for all deliveries and replenishments. As to manufactured goods, Supplier warrants that it shall manufacture and perform all of its obligations hereunder with the then current good manufacturing practices (“**GMP**”) as defined from time to time by applicable laws, standards, rules, regulations and requirements. In case of nutrition products, such products need to comply with the specifications of the manufacturer which in turn have to comply with the EU and/or Swiss legislation on food and nutrition products.

6. Delivery Dates

The delivery dates will be set out in the Contract and, unless agreed otherwise in writing, such delivery dates are binding. The delivery dates may only be amended through mutual written agreement. Any delays must be notified to Selectchemie immediately and shall entitle Selectchemie, at its unrestricted discretion, (i) to withdraw from the Contract without advance notice or (ii) to set a grace period and hold on to

the Contract. The Supplier shall, in either case, be liable to Selectchemie for all losses arising from any delays.

7. Fulfillment and Transfer of Benefit and Risk

Fulfillment by the Supplier shall be deemed to be completed once (i) the goods have arrived at the place of fulfillment in an impeccable condition and in compliance with the specifications agreed in the Contract and (ii) Selectchemie is in possession of the demanded or requisite documentation and invoice (“**Fulfillment**”). Benefit and risk related to the goods purchased shall pass to Selectchemie upon Fulfillment by the Supplier. Any costs incurred as a result of destruction or deterioration of the goods before the transfer of risk shall be borne exclusively by the Supplier.

8. Transportation and Packaging

The Supplier warrants that it shall distribute and perform all of its obligations hereunder with the then current good distribution practices (“**GDP**”) as defined from time to time by applicable laws, standards, rules, regulations and requirements. As far as economically and technically possible, only environmentally friendly packaging materials may be used. Dangerous goods transports must be packaged, labeled, insured and declared in accordance with the applicable statutory provisions for the respective transport carrier. In the event the Supplier does not meet these obligations, the Supplier is fully liable for the costs and other damage, including indirect and consequential damage (“**Damage**”) resulting therefrom and agrees to release and fully indemnify Selectchemie upon its first written demand. Unless agreed otherwise in writing, all transportation costs, taxes, fees and customs duties in the delivery and transit countries shall be borne exclusively by the Supplier.

The Supplier agrees to be liable for **Damage** during the transport due to insufficient packaging and failure to ensure compliance with required transportation conditions, including, but not limited to, cold chain, missing or tampered packaging, effects due to inadequate or incorrect documentation or labeling, etc. The Supplier further agrees that Selectchemie has the right to return packing material and/or to dispose of it and is entitled to a credit for it from the Supplier. In all other respects, the statutory provisions on the return of packaging shall apply.

9. Inspections and Complaints

Selectchemie, or a representative or customer of Selectchemie, will inspect the goods within a feasible period after delivery and, if possible,

before processing. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Selectchemie’s duty to inspect shall be limited to defects which become apparent during the incoming goods inspection under external appraisal including the delivery papers (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during the quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Selectchemie’s obligation to give notice of defects discovered later remains unaffected. However, the Supplier is aware and acknowledges that complaints may be made by Selectchemie during the entire warranty period irrespective of the possible lapse of the inspection period (if any). Selectchemie shall submit complaints in writing (e-mail sufficient). Payments and any acceptances of the goods purchased by Selectchemie are not deemed to be a waiver by Selectchemie of any of its rights under the warranty.

10. Warranty and Product Liability

The Supplier warrants that the goods delivered (i) have the characteristics ordered by Selectchemie and as agreed in the Contract, (ii) are in conformity with the state of the art and (iii) meet the pertinent requirements of the authorities and technical associations, including GMP, as the case may be, and do not contain defects which either diminish or impair the value or the suitability of the goods for customary use or for the use as stipulated in the order. Characteristics specified by Selectchemie in the Contract shall be deemed to be warranted characteristics. The period of warranty is for the later of (i) two years since receipt of the goods by Selectchemie, (ii) the shelf life (expiry date) or (iii) the re-test date. The warranty period begins with the inspection of the goods by Selectchemie according to para. 9 at the Place of Fulfillment, subject to an earlier lapsing of the expiration date of a product. In case of a warranty breach by the Supplier, Selectchemie is, at its sole discretion, entitled during the entire warranty period (i) to request replacement or improvement, (ii) to decrease the purchase price or (iii) to withdraw from the Contract. Moreover, and irrespective of fault, the Supplier agrees to be fully liable for any **Damage** Selectchemie incurs. In urgent cases Selectchemie is entitled to take measures to remove or to repair the defect itself or through a

third party at the cost of the Supplier. The same warranty applies to repaired and / or replaced goods as of their delivery.

11. Supplier recourse

Selectchemie's legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) shall accrue to Selectchemie without restriction in addition to the claims for defects. In particular, Selectchemie is entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement) that Selectchemie owes its customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Selectchemie's statutory right of choice (Section 439 (1) BGB) shall not be restricted hereby.

Before Selectchemie acknowledges or fulfils a claim for defects asserted by its customers (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 BGB), Selectchemie shall notify the Supplier and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by Selectchemie shall be deemed to be owed to its customer. In this case, the Supplier shall be obliged to prove the contrary. Selectchemie's claims from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by Selectchemie, its customer or a third party, e.g. by installation, attachment or assembly.

12. Auxiliary Persons

The Supplier agrees to be responsible for ensuring that its own employees, subcontractors and any other auxiliary persons ("**Auxiliary Persons**") fully comply with these contractual conditions and that the Supplier cannot exclude any liability for acts of such Auxiliary Persons.

13. Invoicing and Payment

The Supplier agrees to issue and submit invoices only to Selectchemie and separately in two copies, stating the order number of Selectchemie as well as the information and documents agreed upon with the order and all required mandatory tax information, in particular information pursuant § 14 German Umsatzsteuergesetz (UStG). Invoices with incorrect or missing information will generally not be accepted. The Supplier must not enclose invoices

with the consignments of goods. Payment of the Supplier's invoices shall be made within 60 days or as otherwise agreed. The payment term begins after Fulfillment of the Contract by the Supplier. In the event of delayed or incomplete delivery including requested material certificates or Q-documents, Selectchemie reserves the right to extend the payment period correspondingly. In case the Suppliers requires Selectchemie to provide extra services, e.g. the filling-in of questionnaires, Selectchemie has the right to offset the cost for Selectchemie with the Supplier invoices.

14. No Infringements and Product Liability

The Supplier ensures that the goods or services supplied do not infringe upon any third-party rights (e.g., copyrights, patents, trade mark rights, know-how etc.) or any statutory provisions. The Supplier agrees to fully indemnify Selectchemie against any third-party compensation claims brought as a result of such alleged infringements. In addition, the Supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by him. The Supplier agrees to release and hold Selectchemie fully harmless, on first demand by Selectchemie, from any third party claims for product liability. The Supplier has the obligation to take out adequate product liability insurance and to provide Selectchemie with proof thereof at any time upon request. In this context, the Supplier shall also reimburse Selectchemie for any expenses which arise from or in association with any recall campaign which Selectchemie has to conduct. In addition, the Supplier shall take out sufficient liability insurance at its own expense for damages that may be caused by it, its legal representatives, executive employees or other vicarious agents in connection with the execution of the contract.

Supplier also guarantees that the delivered goods comply with the provisions of Regulation EC No. 1907/2006 in the valid version on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation). To the extent required by Title IV of this Regulation, Supplier shall provide safety data sheets or the information pursuant to Article 32 and the information pursuant to Article 33. Selectchemie is not obligated to obtain authorization under the REACH Regulation for any goods delivered by the Supplier. The supplier shall indemnify Selectchemie against any liability in connection with the violation of the REACH Regulation or compensate Selectchemie for any damage

incurred by it as a result of or in connection with the supplier's non-compliance with the Regulation.

If the goods to be delivered are dual-use goods within the meaning of Art. 2 No. 1 of the EC Dual Use Regulation (Regulation (EGEU) No. 2021/821 428/2009 of the European Parliament and of the Council of 520. May 202109 establishing a Union regime for the control of exports, brokering, technical assistance in transit and transfer of dual-use items Community regime for the control of exports, transfers, brokering and transit of dual-use items, as amended and updated by Regulation (EU) No. 1232/2011 of the European Parliament and of the Council of 16 November 2011 and by Regulation (EU) No 388/2012 of the European Parliament and of the Council of 19 April 2012) as in force at the time of the offer (2.2) or order (2.3) (see: www.ausfuhrkontrolle.info/ausfuhrkontrolle/de/regulations/eg_dual_use_vo/), the Supplier shall inform Selectchemie thereof in writing without being requested to do so prior to the conclusion of the contract.

15. Set-Off Rights

All monetary claims due or to become due against Selectchemie shall be subject to the right of deduction or set-off by Selectchemie by reason of any counterclaim arising out of any transaction with the Supplier.

16. Confidentiality

Definition: The Parties are obliged to treat as confidential all information of a technical and commercial nature, as well as their intentions, experience, knowledge, designs and documents, which they receive from the other Party – whether directly or indirectly – in connection with the respective Contract (“**Confidential Information**”) and to use such information exclusively for the purposes of the respective Contract. All Confidential Information shall at the same time also be considered a trade secret within the meaning of the German Trade Secret Act of April 19, 2019. The obligation of confidentiality shall in particular include neither passing on the information to third parties nor making it available to third parties.

No secrecy: The secrecy obligations of this Section 16 do not apply to information that (a) are already known to the public at the time of their disclosure or become known thereafter without either Party being responsible for their being known or becoming known; (b) were already known to the receiving Party at the time of disclosure by the providing Party without breach of confidentiality; or (c) the receiving Party is

subsequently notified or otherwise made known to the receiving Party by a third party, without such notification or disclosure by the third party being in breach of any provision of law, the respective Contract or any other agreement entered into between the Parties or between a Party and the third party.

Duration: This obligation of confidentiality shall continue to apply until two years after the termination of the respective Contract or its complete fulfilment.

Non-Disclosure Agreement: If the Parties have entered into a non-disclosure agreement or any other confidentiality agreement (“**Non-Disclosure Agreement**”), the provisions of the Non-Disclosure Agreement shall take precedence over the confidentiality provisions of these GTCPS, provided that they provide more extensive protection for the confidential information of a Party.

In addition, the parties shall observe all requirements for the protection of intellectual property and the respective applicable data protection law.

17. Intellectual Property Rights

17.1 “**Intellectual Property**” within the meaning of these GTCPS shall include all industrial property rights and positions similar to industrial property rights of any kind, such as patent rights, trademark rights, utility model rights and design rights, copyrights as well as rights of use and exploitation, whether registered or not, including the right to apply for such rights, and know-how, existing at the time of the conclusion of the respective Contract or acquired or arising at a later date.

17.2 Intellectual Property of Selectchemie

All Intellectual Property of Selectchemie shall remain the property of Selectchemie. All processing, modifications and further developments of the Intellectual Property by the Supplier shall be for the exclusive use and exploitation by Selectchemie, to which the Supplier assigns all rights, including unknown types of use. Selectchemie hereby grants the Supplier a non-exclusive, non-transferable right to use the Intellectual Property of Selectchemie during the term of the respective Contract, insofar as this is necessary for the provision of the contractual services to Selectchemie. The production of copies of the Intellectual Property of Selectchemie as well as the processing or modification thereof shall only be permissible insofar as this is necessary for the provision of the contractual services. The granting of sublicenses or use by third parties is excluded.

17.3 Intellectual Property of the Supplier

The entire Intellectual Property of the Supplier existing at the time of the conclusion of the respective Contract, as well as adaptations, modifications and further developments of the Intellectual Property of the Supplier shall remain the property of the Supplier. The Supplier grants Selectchemie a non-exclusive, sublicensable, perpetual right to use the Supplier Intellectual Property to the extent necessary for the use of the contractual services. The production of copies of the Supplier's Intellectual Property as well as the processing or modification shall be permissible insofar as this is necessary for the use of the contractual services. Insofar as the Supplier uses products or software of third parties, the Supplier shall ensure that Selectchemie is granted all rights of use necessary for the use of the contractual services.

17.4 New Intellectual Property

17.4.1 Work Results

"Work Results" for the purposes of these GTCPS means all deliverables created by the Supplier in connection with the respective Contract to the extent they may be the subject of its own rights, such as software, documentation, reports, charts, studies and concepts. Subject to Clause 17.2 and Clause 17.3 above, all intellectual property rights in Work Results created by the Supplier for Selectchemie in connection with the respective Contract after the conclusion of the respective Contract shall pass to Selectchemie upon their creation.

17.4.2 Copyrights

If such a transfer of rights is not possible for legal reasons, the Supplier hereby irrevocably grants Selectchemie the exclusive right to use and exploit all Work Results as well as all extensions and adaptations of these Work Results, unlimited in time, subject matter and territory. The aforementioned grant of rights also includes the right to edit, modify, reproduce, distribute and exploit of any kind as well as the right to transfer the rights of use and to grant sublicenses unlimited in time and content. If the Supplier is a co-author, he hereby waives his share of the exploitation rights pursuant to § 8 (4) UrhG; if employees or vicarious agents of the Supplier are co-authors, the Supplier warrants that he has acquired all rights of use and exploitation from them and has received a waiver pursuant to § 8 (4) UrhG. Insofar as the Work Results are software, the above grant of rights shall refer to the object code and the source code as well as all intermediate results and documentation developed in connection with the development, in

particular development documentation. The Supplier shall ensure that personnel of the Supplier involved in the development will not assert any rights derivable from moral rights and shall indemnify Selectchemie to the extent that such rights are asserted against Selectchemie.

17.4.3 Property Rights

Insofar as Work Results arise which are or may be the subject of industrial property rights, Selectchemie shall be entitled to file a corresponding application in its own name and at its own expense. The Supplier shall sign all documents and take all other actions necessary or requested by Selectchemie to effect the transfer of rights. The Supplier shall refrain from registering such rights in its own name.

17.4.4 Settlement

The granting of rights is fully compensated by the agreed remuneration and takes place without additional costs for Selectchemie.

17.4.5 Joint Resulting Intellectual Property

Intellectual property rights that arise from joint development work by the Parties ("Joint Resulting Intellectual Property"), are jointly owned by the Parties in proportion to their participation in the creation thereof. A Party may only register industrial property rights based on joint development work, e.g. but not limited to patent applications, upon prior written consent of the other Party.

17.4.6 Other

Insofar as it is necessary for the performance of the contractual services, Selectchemie shall grant the Supplier a simple, non-transferable right of use to the Work Results for the term of the respective Contract exclusively for the purpose of using these for Selectchemie within the framework of the respective Contract. The Supplier shall not incorporate Intellectual Property of third parties into the Work Results developed for Selectchemie without the prior written consent of Selectchemie. Insofar as Intellectual Property of third parties is included in the Work Results developed for Selectchemie, the Supplier shall ensure that the granting of rights to Selectchemie remains unaffected. In particular in case of open source software with copyleft effect, Supplier shall apply for prior written approval by Selectchemie.

18. Third Party Property Rights

The Supplier shall ensure that no rights of third parties exist which impede, restrict or exclude the contractual use by Selectchemie of the

goods and contractual services provided by the Supplier. Should third parties nevertheless assert claims for infringement of third party rights, the following shall apply:

18.1 Selectchemie shall immediately notify the Supplier in writing of any such third-party claims, provide the Supplier with all information required for defense and available at Selectchemie, and provide the Supplier with any other reasonable support that Selectchemie can reasonably be expected to provide.

18.2 The Supplier shall assume the extrajudicial and judicial defense of such claims at its own expense.

The Supplier reserves the right to decide on a settlement by compromise. The Supplier shall immediately instruct Selectchemie to defend against such claims. If this does not happen, Selectchemie shall defend the claims at its own discretion and to the best of its ability.

18.3 The Supplier shall indemnify, defend and hold harmless Selectchemie from any and all actions, proceedings, or claims of any type brought against Selectchemie alleging that the goods or contractual services or Selectchemie's use of the goods or contractual services constitutes a misappropriation or infringement upon any Intellectual Property Right of any third party. The Supplier agrees to defend against and hold Selectchemie harmless from any claims and to pay all litigation costs, all attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. Selectchemie shall, after receiving notice of a claim, advise the Supplier of it.

18.4 If the goods or contractual services are the subject of any claim for infringement of any Intellectual Property of any third party, or if it is adjudicated by a court of competent jurisdiction that the goods or contractual services infringe the Intellectual Property of any third party, and Selectchemie's use of the contractual services is enjoined or interfered with in any manner, the Supplier shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for Selectchemie the right to continue using the goods or contractual services free of any liability for infringement or violation; (b) modify the goods or contractual services with non-infringing goods or contractual services of equivalent or better functionality that is reasonably satisfactory to Selectchemie; or (c) replace the goods or contractual services with non-infringing goods or contractual services of

equivalent or better functionality that is reasonably satisfactory to Selectchemie.

In the latter case, the Supplier shall carry out all conversions, adjustments of documentation, training, etc. required in connection with the modification. If the Supplier is neither able to grant the necessary rights of use, nor to modify the goods or contractual services to the extent described above, Selectchemie shall be entitled to terminate or withdraw from the respective Contract for cause.

19. Place of Fulfillment

Place of fulfillment for goods and services shall be the place indicated by Selectchemie in the Order ("Place of Fulfillment"). If the Order does not contain such Place of Fulfillment, it is the legal domicile of Selectchemie.

20. Force Majeure

Interruptions of operations of the parties or of third parties, delays in delivery, failures of the Supplier's vendors or suppliers to deliver, lack of raw material or energy, interruptions in traffic as well as armed conflicts, riots, strikes, lockouts, epidemics, pandemics, embargoes, natural disasters (like e.g. flood, explosion, fire, earthquake, volcano eruptions, hurricanes) governmental orders and other situations beyond the reasonable control of a party (each a "**Force Majeure Event**") shall only release the affected party from its obligations as far as the Force Majeure Event was not foreseeable at the conclusion of the Contract. The contractual duties shall only be suspended as long as the interruption lasts and to the extent that it affects the party, provided that the latter immediately informs the other party thereof in writing. If a Force Majeure Event is affecting the Supplier for more than one month, Selectchemie shall have the right to withdraw from the Contract in whole or in part. In this case, the Supplier agrees to refund to Selectchemie already paid purchase prices within 10 business days after termination of the Contract. Under no circumstances shall Selectchemie be liable for any Damage due to non-acceptance of the goods or withdrawal from the Contract due to a Force Majeure Event.

21. Export and Operating Permits and Restrictions

Supplier shall timely obtain export, operating or any other required or helpful permits, if applicable, at its own expense and risk. Supplier shall be responsible for complying with export restrictions and similar regulations, in particular complying with the restrictions applicable in

Switzerland, Germany and the European Union.

Supplier assures that the contractual products are marketable within the European Union in accordance with the statutory provisions.

Supplier's deliveries and services must comply with the applicable legal provisions throughout the supply chain, in particular the provisions and internationally recognized standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labor and discrimination, regulations on minimum wages as well as safety and basic rights of employees. At the request of Selectchemie, Supplier shall provide evidence of compliance with these obligations by obtaining and submitting suitable documents.

22. Applicable Law, Jurisdiction, Debt Collection Proceedings

German law shall be exclusively applicable to any purchase made by Selectchemie, to the exclusion of the Convention of the United Nations on Contracts regarding International Sales of Goods dated 11 April 1980. **Exclusive place of jurisdiction is the city of Hamburg, Germany.** Selectchemie reserves the right, to the extent permitted by law, to initiate debt collection or other proceedings against the Supplier in any other place provided by the applicable law.

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Selectchemie GmbH, Hamburg, Germany