

# GENERAL TERMS OF SALE AND DELIVERY

## Symrise AG

### 1 Scope

(1) These terms of sale and delivery shall exclusively apply to Symrise deliveries unless different terms and conditions have been expressly approved by Symrise in writing. These terms of sale and delivery shall also apply in case Symrise delivers the goods 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 of sale and delivery.

(2) These terms of sale and delivery shall also apply to any future business transactions with the purchaser.

(3) Any agreements or side letters 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.

### 2 Offer, Conclusion of Contract

(1) Symrise's offers are without engagement and may be accepted within a period of ten (10) days.

(2) An order placed by the purchaser shall be deemed to be a legally binding offer to conclude a contract.

(3) A supply agreement shall only enter into effect upon a written confirmation of order by Symrise. The contents of such confirmation shall be decisive for the contents of the agreement. In case the purchaser does not object thereto immediately, such contents shall form the basis for the agreement.

### 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.

(2) Invoices are due and payable within ten (10) days upon receipt of such invoice without any deductions. The legal provisions concerning the consequences of delays in payment shall apply.

(3) The purchaser shall only have rights of set-off if its counterclaims have been legally established, are undisputed and recognized by Symrise. Moreover, the purchaser may only exercise its right of retention to the extent its counterclaim is based on the same transaction.

### 4 Warranty / Damages / 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. Otherwise, the delivery shall be deemed to have been accepted.

(2) The purchaser must grant Symrise the opportunity to verify the complaint, and must above all 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 reasonable period of time granted by the purchaser, the purchaser has the option - in its sole discretion - to either rescind the agreement or reduce the purchase price. No time limit must be set unless required by law.

(4) Any additional claims by the purchaser, in particular to damages instead of performance and to replacement of another direct or indirect damage, including collateral or consequential damage, regardless of the legal grounds therefore, shall be excluded. This shall not apply in case

a) Symrise fraudulently concealed a defect of title or a material defect or assumed a guarantee for their absence or for the condition of the goods;

b) the damage is attributable to willful intent or gross negligence by Symrise, one of its legal representatives or vicarious agents or to a negligent violation of material contractual obligations by Symrise or such persons;

c) a culpable violation of obligations by Symrise or its legal representatives or vicarious agents led to a bodily injury or an injury to health;

d) the product liability law is applicable.

In case of slight negligence, Symrise's obligation is restricted to an amount for foreseeable damages typical for such contract.

(5) The provisions according to the sub-section above shall apply mutatis mutandis to direct claims by the purchaser vis-à-vis the legal representatives or vicarious agents of Symrise.

### 5 Involvement of Subcontractors

(1) In case the defective delivered item is a product that Symrise purchased in whole or in part from a third party, Symrise is entitled to assign its rights concerning material defects vis-à-vis the subcontractor to the purchaser and inform the purchaser of its option to assert claims against the subcontractor in and out of court. In this case, claims against Symrise for the defectiveness of the item can only be asserted in case the claims against the subcontractor are not enforceable despite an assertion of claims in or out of court in due time and/or in case the assertion of claims is unreasonable in individual cases. This shall not apply to claims for damages according to section 4 (4).

### 6 Statute of Limitations

(1) Any and all claims of the purchaser, irrespective of their legal grounds, become statute-barred after 12 months, insofar as this is legally admissible.

(2) This shall not apply to claims for damages according to section 4 (4).

(3) This shall not affect the limitation period for recovering from the supplier as provided for under sections 478, 479 of the German Civil Code.

### 7 Retention of Title

(1) Symrise reserves the right to retention of title to the delivered items until receipt of full payment for the respective shipment.

(2) The purchaser undertakes to obtain adequate replacement value insurance for the goods against fire, water and theft at its own expense.

(3) The purchaser shall be entitled to resell the goods subject to retention of title in its ordinary course of business. Already now, the purchaser assigns to Symrise its claims resulting from the resale of the goods subject to retention of title. Symrise accepts such assignment. The purchaser shall be entitled to collect the assigned sum due as long as it fulfills its own payment obligations. In case of any delay in payment on the part of the purchaser, Symrise shall be entitled to withdraw such collection authorization. In such a case, the purchaser shall be obliged, 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 assigned claim based on the purchaser's accounting documents and the purchaser shall be obliged to inform its debtors of such assignment.

(4) 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 in advance a pro rata co-owner's share in the value of the new item being produced. Symrise hereby accepts such assignment. Physical transfer shall be replaced by gratuitous deposit.

(5) 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.

(6) In case of any delay in payment on the part of the purchaser or if an application to subject the purchaser's assets to insolvency proceedings has been filed or in case of an assignment of the contingent rights to third parties or if the purchaser's business is transferred to a third party, Symrise shall be entitled 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).

(7) Upon the purchaser's request, Symrise undertakes to release any collateral securities to the extent the value of these collateral securities exceeds the value of the as of yet unfulfilled claims to be secured by such collateral securities by more than 10 percent. Symrise shall be entitled to freely select the collateral securities to be so released.

### 8 Packaging

(1) Unless otherwise stated in the order confirmation, the packaging shall be non-returnable packaging. If the parties agreed 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; 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.

### 9 Shipment

(1) Shipment and transport 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.

(2) 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.

### 10 Delivery / 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 and service 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. However, this shall not apply 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 subcontractors. Should Symrise, due to any delay in delivery by one of its subcontractors, 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 subcontractors.

(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.

(5) If Symrise becomes aware of the fact that it will not be able to comply with an agreed upon date, it shall inform the purchaser thereof as soon as practicable.

### 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 subcontractor and if such event is continuing and not within Symrise's control.

### 12 Use of the Products

(1) To the extent the use of the products delivered by Symrise, e.g. for cosmetic or pharmaceutical products, food, semi-luxury and luxury 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. Any deviating provisions must be agreed upon in writing in the individual case.

(2) Symrise shall not assign any intellectual property rights to the purchaser with the sale of the products. The same shall apply if the purchaser wishes to subject Symrise to any deviating conditions by means of separate documents.

### 13 Place of Performance, Place of Venue, Applicable Law, Miscellaneous

(1) Unless otherwise expressly agreed upon, the seat of Symrise shall be the place of performance.

(2) Holzminden shall be the exclusive place of venue for any disputes from the supply agreement.

(3) The agreement shall be subject to the laws of the Federal Republic of Germany. The application of the UN Sales Convention shall be excluded.

(4) Should one of the provisions in these terms and conditions 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.

(1 March 2008)