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 transac-
tions with the same purchaser.

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 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.
(3) The legal provisions concerning the consequences of delays in payment shall apply.
(4) The purchaser shall only have rights of set-off of its counterclaims if these have been legally established 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 or 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 to have the defects repaired at its own discretion - to either rescind the agreement or reduce the delivery price. No time limit must be set unless required by law.
(4) Any additional claims by the purchaser, in particular to damages instead of delivery shall be subject to a delivery in due time and correctness.

5 Involvement of Subcontractors

(1) In the case of defective delivery of 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-a-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 individual cases and shall have no effect in future.
(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 in and out of court resulting from the sale of the goods. Symrise assumes assignment. The purchaser shall be entitled to collect the assigned sum due as long as it fulfills all 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 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.

6 Statute of Limitations

(1) Symrise reserves the right to retention of title to the delivered items until receipt of full payment of all due claims.
(2) The purchaser undertakes to obtain adequate replacement value insurance for the goods against fire, water and theft at its own expense.
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8 Packaging

(1) Unless otherwise stated in the order confirmation, the packaging shall be non-returnable packaging. If the purchasing parties 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 which it was delivered; otherwise, such packaging shall be 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 risks of transportation.
(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 damages 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 unforseeable and culpable 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, for any reason, becomes aware of the delayed delivery situation, 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 Resscind the Contract

(1) Symrise shall be entitled to rescind the contract if delivery is materially impaired or rendered impossible due to force majeure, strikes or natural disasters in its own delivery 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 foods 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 transaction.

(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)