GENERAL TERMS OF SALE AND DELIVERY

Symrise Asia Pacific Pte Ltd including Symrise APAC Affiliates: Symrise Pty Ltd (Australia); Symrise Shanghai Limited (China), Symrise, Inc (Philippines), Symrise Limited (Thailand), Symrise Sdn Bhd (Malaysia)

1. Scope

1.1 The terms of sale and delivery shall exclusively apply to Symrise delivers 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 or the buyer delivers the goods without any reservation, in spite of being aware of any purchaser's contrary intentions, the buyer shall also accept such delivery of goods without any reservation, in spite of being aware of any purchaser's contrary intentions, the buyer shall also accept such delivery of goods without any reservation, and shall be bound by the terms of sale and delivery.

1.2 These terms of sale and delivery shall also apply to any further business transactions with the purchaser.

1.3 Any amendments or deviations 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

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

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

2.3 An order shall only enter into effect upon a written confirmation of order by Symrise. The contents of such confirmation shall be decisive for the conclusion 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

3.1 All prices quoted are ex works and net of the statutory VAT valid at the time of the order.

3.2 Invoices are due and payable within ten (10) days upon receipt of such invoice without any deductions. The purchaser shall be liable to pay interest on all invoiced sums which remain unpaid after their due date at the rate of 1.5 % or the highest rate permitted under applicable laws for each month of delay, or part thereof, until full payment has been made.

3.3 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

4.1 The purchaser has the obligation to inspect the goods received for defects immediately upon receipt and prior to the goods further processing or other use. 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 delivery. Otherwise, the delivery shall be deemed to have been accepted.

4.2 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.

4.3 In case rectification of defects or a substitute delivery is not possible or is rejected or is not afforded or failed to other reasons attributable to Symrise within a reasonable period of time granted by the purchaser, the purchaser has the option of rejecting the delivery. Symrise's compliance with the agreement or reduction of the purchase price. No time limit must be set unless required by law.

4.4 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 damages, regardless of the legal grounds therefore, must be excluded. Symrise's total liability in contract, tort or under general terms shall be expressly limited to the limited contract price of the goods in respect of which any claim is made and shall not exceed the price of the goods. Under no circumstances shall Symrise be liable for special, incidental, indirect or consequential damages, loss of goodwill, losses or damages attributable to the normal loss of any claim is made and shall not exceed the price of the goods. Under no circumstances shall Symrise be liable for special, incidental, indirect or consequential damages, loss of benefit, business reputation, and the like incurred by the purchaser for third party damages, however caused, arising out of or in connection with any contract or these terms. This shall not apply in case:

(a) Symrise fraudulently concealed a defect of title or a material defect or non-conformance 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 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 injury to health

(d) The product liability law is applicable. In case of slight negligence, Symrise's liability is restricted to the amount for foreseeable damages typical for such contract

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

5. Involvement of Subcontractors

5.1 In the case the 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-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 case the claims against the subcontractor are not enforceable despite an assertion of claims in and 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

6.1 Any and all claims of the purchaser, irrespective of their legal grounds, become statute-barred after 12 months, unless as is legally admissible.

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

7. Retention of Title

7.1 Symrise reserves the right to retain title to the delivered items until receipt of full payment for the respective shipment.

7.2 The purchaser undertakes to obtain adequate replacement value insurance for the goods against fire and theft at its own expense.

7.3 The purchaser shall be entitled to resell the goods subject to retention of title in its ordinary course of business. Already receivable, the purchaser assigns to Symrise its claims resulting from the resale of the goods subject to retention of title. Symrise accepts such assignments. The purchaser shall be entitled to collect the assigned sum due as long as it fulfils 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 entitled 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 accordingly.

7.4 If the title to the goods extinguishes due to the goods being mixed or blended with other products, the purchased becomes the owner of the delivered items, then the purchaser hereby assigns to Symrise in advance a pro rata share of its claims against such third party in the event of the new item being produced. Symrise hereby accepts such assignment. Physical transfer shall be replaced by gradual assignment.

7.5 The purchaser must inform Symrise immediately of any third party claims to Symrise's property and shall be obliged to take appropriate legal steps against such claims at its own expenses.

7.6 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 party, Symrise shall then 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 sale).

7.7 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 unfilled 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

8.1 Unless otherwise stated in the order confirmation, the packaging shall be non-returnable packaging. If the parties agreed on returning packaging, such packaging must be returned free of charge in good, servicable, clean and washed condition to Symrise at the purchaser's place where it was delivered; otherwise, such packaging shall be deemed to have been purchased by the purchaser at replacement value. In case of any return, the customer number, invoice number and the batch number of the container must be stated.

9. Shipment

9.1 Shipments shall be affected at the purchaser’s risk and expense. Upon the purchaser’s request and at its expenses, Symrise shall obtain transport insurance covering the usual transport risks.

9.2 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

10.1 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.

10.2 The compliance with delivery period and service shall be affected by the 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 period shall be extended accordingly. However, this shall not apply if Symrise is responsible for such delay.

10.3 In the case of force majeure, strikes, non-cooperative 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.

10.4 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

11.1 Symrise shall be entitled to rescind the contract if delivery is materially impaired or rendered impossible due to force majeure, strike 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

12.1 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.

12.2 The purchaser shall be obliged to use the products manufactured, imported or bought into commercial use only in accordance with the respective specifications as provided by Symrise.

12.3 Any specific properties of Symrise's products shall be deemed agreed only if explicitly confirmed in writing. Symrise shall not be liable for damages due to the faulty composition of a product undertaken by the purchaser.

12.4 Symrise shall not assign any intellectual property rights to the purchaser with the sale of products. To the same extent, the purchaser is subject to Symrise to any deviating conditions by means of the separate documents.

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

13.1 Unless otherwise expressly agreed upon, the seat of performance shall be the place of manufacture and delivery.

13.2 Any dispute arising out of or in connection with these General Terms of Sale and delivery, including any questions regarding its existence, validity or interpretation, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 (one) arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.

13.3 The Agreement shall be subject to the laws of Singapore. The application of the UN Sales Convention shall be excluded.

13.4 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.

(15 July 2011)