

GENERAL TERMS AND CONDITIONS of the Mibelle group of companies ("Mibelle")

1. General. By signing or accepting the individual agreement (contract, agreement, framework agreement, etc.), offer, or these General Terms and Conditions or by accepting or carrying out the order, the supplier expressly confirms that it accepts these GTC. Any terms in individual agreements that deviate from these GTC apply only if and to the extent such terms have been agreed in writing. In these GTC "written form" or "written" means a document that is signed in person or confirmed by a recognized electronic signature. The supplier's General Terms and Conditions or similar documents as well as industry standards that replace, modify or supplement these GTC have no legal effect, even if there is a reference to them in any confirmation or business correspondence. These GTC apply to the entire contractual relationship between the supplier and Mibelle.

2. Commercial Terms. The goods of supplier shall be delivered to Mibelle at the price set for in the Agreement. Supplier represents that the prices are complete, that applicable VAT is referenced separately, and that no additional charges of any type will be added without Mibelle's written consent. Invoices shall be issued once a month the max and paid within 60 days after the invoice date; or within 30 days after the invoice date, in which case Mibelle shall be entitled to a discount of 2%, if they are compliant with local legal requirements in the country of payment. Unless agreed otherwise, the prices shall take DDP (Incoterms 2020) place of Mibelle into consideration. Supplier shall promptly notify Mibelle of any known or anticipated delay or failure to meet any specifications of the Agreement. Ownership of the goods shall pass upon delivery.

3. Quality of Goods. The supplier is obliged to produce, package and/or deliver the goods in accordance with the requirements, reference samples, quality standards, sustainability requirements, certifications, specifications, and instructions communicated or provided by Mibelle. Mibelle is not obligated to perform incoming goods control. Changes to agreed product/packaging features (e.g. specifications, recipes, materials, designs, etc.) are strictly prohibited unless Mibelle has expressly approved such changes in advance, incl 3rd party production. The supplier represents and warrants that the goods and their packaging comply with laws and regulations, including, but not limited to, safety regulations, and that no legal standards, in particular EU legal standards, or GMP are breached (including obligation to inform in case of certificate loss). In addition, all products and packaging must represent state-of-the-art knowledge and state-of-the-art technology. The supplier is obliged to deliver all required and all agreed documents with the goods, in particular customs documents, delivery notes, declarations of conformity, certificates, safety information sheets, guarantees as well as any approvals and authorizations that are required and all such documents that have been agreed for the purposes of marketing the goods. The supplier warrants that it has retained and properly stored all product-specific documents, such as product information files, information sheets, technical documents, etc. and that it will immediately provide such documents on first demand.

4. Warranty. The supplier shall be liable for all defects in the goods. Any deviation from the requirements set out in section 3, the customarily assumed quality, the standard models, samples, the representations and/or the specifications for packaging, etc. shall be regarded as a defect. Mibelle may provide notice of defects during the entire legal warranty period. Mibelle shall not be bound by any periods for inspection and/or notification of defects or any limitation periods, whether prescribed by law or set by the supplier. The supplier waives the right to any defense whereby the goods are deemed to have been accepted if notice is not given immediately after discovery of the defect. In the event of any defect, Mibelle shall be entitled to demand rescission, a reduction of the price, rectification of the defect or replacement of the defective goods. Even if only individual parts of a delivery are defective, Mibelle may also demand rescission or replacement of all the goods supplied. If the goods are not replaced by the supplier within a reasonable deadline set by Mibelle, but not later than 30 days, Mibelle shall be entitled to purchase the relevant goods from third parties at the supplier's expense without further notice.

5. IP Infringement. The supplier warrants that the goods and their packaging do not infringe any third-party rights, including, but not limited to, contractual rights, proprietary rights and intellectual property rights (in particular, trademarks, design rights, copyright, patents or rights under the unfair competition law). If the goods and their packaging or any part thereof infringe third-party rights, or if Mibelle and/or any of its distribution channels become involved in a legal dispute with third parties, it may rescind the entire contract and/or return the goods it has already purchased against full reimbursement. The supplier shall bear all costs (e.g. court costs, attorney fees, handling and transport costs, return processing costs, and compensations and indemnities in connection with litigation) as well as all direct and indirect claims (e.g. claims for damages) incurred by Mibelle and/or its contractual partners in this connection. If Mibelle and/or a contractual partner becomes involved in a legal dispute with third parties, the supplier shall be informed and shall, from that point on, provide unconditional assistance to Mibelle and/or its contractual partners in conducting the litigation (e.g. by providing information, statements, samples) and to take the necessary defensive measures as quickly as possible at its own expense. Likewise, at Mibelle' request it shall assume responsibility for conducting any litigation as well as for all negotiations for an in-court or out-of-court settlement of the legal dispute. If the supplier fails to meet its obligations, Mibelle shall be entitled to acknowledge the right of the third party in good faith, to agree a settlement or to submit to arbitration and to demand full reimbursement from the supplier for the costs incurred as well as for any direct or indirect damage suffered (including, in particular, litigation costs and any indemnification or damages paid to third parties).

6. Delay. If delivery is not made on the date or within the period specified in the contract, order or call for goods, the supplier shall be in delay at the end of said date or period. Postponement of the delivery date must be expressly accepted by Mibelle. If the supplier is in delay, Mibelle may – except in the case of force majeure (e.g. in the event of natural disasters, epidemics and other disruptions beyond the supplier's control, but not including strikes at the supplier's facilities) – insist on subsequent performance and, without the need for it to set any additional deadline, demand compensation for any loss or damage incurred. Alternatively, Mibelle may waive its right to subsequent performance and demand compensation for non-performance, procure the goods concerned from a third party at the supplier's expense, or rescind the contract. In the absence of express notification, the right to demand performance is not waived despite the supplier's delay. Goods that arrive late may, if they cannot be sold, be returned to the supplier, which shall be charged the agreed purchase price as well as any damage incurred.

7. Debit advice: If Mibelle suffers damage due to a defect, a debit note shall be drawn up and sent to the Supplier. It shall be deemed accepted unless objected to in writing, stating reasons, within two weeks, insofar as this is technically feasible. Otherwise, a review shall be carried out as quickly as technically possible without culpable delay, whereby the Supplier shall submit an interim report to Mibelle within two weeks of the debit note.

8. Administration Fee. In the event of incorrect delivery or incorrect invoicing (e.g. incorrect product labeling, deviations from the incoming goods standard, early delivery, incorrect Mibelle order number on the invoice, etc.), a fixed fee of CHF 300 will be charged to the supplier for each event to cover administrative costs. Mibelle reserves the right to claim other and/or further costs. If goods are delivered early, Mibelle may either reject them or store them at the supplier's expense.

9. Mibelle's Property. Unless otherwise agreed to in writing, all tools, equipment, documents, or other material in the Supplier's possession, which were furnished or paid for by Mibelle shall at all times be and remain the personal property of Mibelle. Supplier shall not commingle Mibelle's property with the property of Supplier or of any third party. Supplier shall mark such property e.g. "owner Mibelle".

10. Insurance. The supplier shall maintain product liability insurance for a sum of not less than CHF 1 million per incident combined for bodily injury and property damage; the insured sum shall not limit the supplier's liability. Proof of insurance must be submitted to Mibelle upon request.

11. Confidentiality. The Parties shall treat all legal relationships amongst them and all related commercial and technical details, all knowledge gained from the collaboration and all materials, such as technical documents, drawings, plans and other materials provided to the other party in physical or digital form ("Information") as business secrets and thus as strictly confidential. In particular, Information may not be copied (with the exception of automatic backups of digital information). All Information as well as any objects that have been loaned to it must be returned or deleted by the other party to the disclosing party immediately upon request, but not later than upon termination of the contractual relationship, when such documents and objects must be returned or deleted without prior request. The supplier has no right to retain any Information, including copies thereof, or any objects that have been given to it. No information regarding the contractual relationships and/or other references may be provided without the prior written consent of the other party. The parties shall agree terms equivalent to the terms set out in this section with its own employees and agents (e.g. sub-suppliers, subcontractors, etc.) and to impose related obligations on them. Each party shall be liable for non-compliance by employees or agents with the obligations arising from this paragraph.

12. Data Protection. Mibelle is authorized to share and use all data, information and documents within the entire Mibelle Group (eg., but not limited to, companies in the US, EU, and UK). Data, information and documents are only shared with service providers outside of the Mibelle Group in Switzerland or abroad in accordance with strict, contractual data protection requirements, on the basis of legal requirements or if sharing the data is necessary to safeguard and enforce the legitimate interests of Mibelle.

13. Compliance. The supplier agrees to act in accordance with the Supplier's Code of Conduct of Mibelle, all legal and supervisory regulations applicable in connection with the conclusion and performance of the contract and not to commit any act or omission that could damage the reputation of Mibelle or that of any company affiliated with it.

14. Miscellaneous. The assignment of the supplier's rights and/or obligations requires the prior written consent of Mibelle. If individual provisions of these GTC or the individual agreements are invalid, the other provisions shall remain in full force and effect. Invalid provisions are to be replaced with valid provisions that come closest to the economic meaning and the intended economic purpose of the ineffective or invalid provision. The provisions as to severability also apply in respect of any omissions. The supplier may only offset counterclaims that have been acknowledged in writing or that have been established as final and non-appealable by a court of law. The supplier has no right of retention or any other such rights whatsoever.

15. Governing Law and Jurisdiction. For suppliers outside the EU or CH: This Agreement is governed exclusively by Swiss substantive law to the exclusion of any conflict of law provisions and to the complete exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. All disputes arising out of or in connection with the present Agreement, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The exclusive place of Arbitration for any disputes arising out of or in connection with this Agreement is Zurich, whereby the award shall

be issued in English.

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Company		Mibelle AG
Name		
Job Title		
Date		
Signature		