

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### **1. General**

- 1.1. These general terms and conditions of purchase (“**General Conditions**”) are applicable to every offer, quote, purchase order, order confirmation, invoice or agreement between the seller (“**Seller**”) and **Vogler Ingredients Ltda (“Azelis”)**.
- 1.2. The Seller is deemed to have agreed to these General Conditions notwithstanding inconsistent or additional provisions on the Seller's offer, order, confirmation or otherwise, which are expressly excluded hereunder. The Seller's own general terms and conditions (of sale) shall not apply, even if Azelis does not expressly object to their validity.
- 1.3. In the event of a conflict between these General Conditions and any additional specific conditions agreed in writing between the parties, the provisions of the latter shall prevail.

### **2. Orders of Products**

- 2.1. Azelis agrees to purchase from the Seller, and the Seller agrees to sell and deliver to Azelis, the products or materials (“**Products**”), or the services, in such quantities, specifications and at such times as Azelis may from time to time specify in its order to the Seller (“**Order**”). Each Order accepted by the Seller will constitute a separate supply agreement and shall incorporate these General Conditions.
- 2.2. No Order shall oblige Azelis to purchase any minimum volume, further quantity, or amount of its requirements of Products from the Seller. No Order is valid unless issued by Azelis in writing addressed to the Seller with Azelis' Order number.
- 2.3. Azelis may at any time propose to the Seller changes to the Order. Should any such change modify the cost of, or time required for, the performance of the Order, a proportional adjustment may be requested by the Seller in the price, the delivery schedule, or both. No such change shall be effective unless and in so far as Azelis issues a revised Order.

### **3. Delivery**

- 3.1. The Seller shall deliver the Products to the address specified in the Order (“**Destination**”) by the due date(s) stated in the Order or as otherwise requested in writing by Azelis (“**Delivery Date(s)**”).
- 3.2. The Seller shall promptly notify Azelis if it expects that delivery will not be made by the Delivery Date(s). Time is of the essence in respect of the Seller's obligations under the Order and the Seller acknowledges that late or improper delivery of the Products will cause financial harm to Azelis. Azelis reserves the right to reject partial deliveries of the Products.
- 3.3. Azelis shall not be obliged to buy or pay for, and Azelis may at any time after delivery reject, all or any part of the Products that Azelis determines do not conform to the Order.
- 3.4. Delivered Products shall be accompanied by the delivery note, packing list, certificate of analysis (if applicable) and any other agreed or legally required documents.

### **4. Transfer of risk and title**

- 4.1. Risk of loss passes upon delivery of the Products to Azelis or any of its designed subcontractors at the agreed Destination in accordance with the applicable Incoterm (2020).
- 4.2. The Seller warrants that upon the earlier of delivery of the Products to the Destination or payment for the Products, the Seller shall convey to Azelis good and marketable title to all Products free of any liens or encumbrances of any kind. If applicable, Azelis shall have the right to re-sell the Products prior to the transfer of title.

### **5. Prices and payment**

- 5.1. All prices payable by Azelis for the Products and services are set forth in the Order and include all sales and use and value added taxes, packaging, transportation costs, insurance, customs duties and fees for delivery at the Destination, unless otherwise agreed in writing by Azelis.
- 5.2. Payment terms shall be as stated in the Order. Otherwise, payment terms shall be 60 days for European Union and 120 days for the rest of the world. The payment term shall start at the time Azelis receives the Products or completed services or at the time a correct invoice is received, whichever is later, unless otherwise provided by applicable laws.
- 5.3. Azelis shall pay the Seller according to the agreed payment method.
- 5.4. Acceptance of the Products or services and/or any payment by Azelis shall not prejudice Azelis' right to contest any invoice or reject any Products that do not conform strictly to the Order.
- 5.5. Azelis may set off the price of any non-conforming Products and any other amounts due by the Seller to Azelis against any payment due from Azelis to the Seller.

### **6. Quality assurance & inspections**

- 6.1. The Seller shall hold and maintain in good standing all required and applicable authorizations, licences and permits to manufacture, supply and transport the Products. The Seller shall promptly inform Azelis in the event any such authorization, licence or permit is not obtained in a timely manner or is withdrawn or is threatened to be withdrawn.
- 6.2. Azelis or its designated representatives shall have the right during business hours after reasonable notice to the Seller to: (i) inspect the Products, or their relevant manufacturing facility, wherever they are located; (ii) remove samples of the Products for inspection and testing; and (iii) obtain factory site and other information from the Seller to confirm conformance of the Products with agreed specifications. No such inspection, testing or inquiry shall be deemed to be or result in any variation of any of the Seller's obligations or a waiver of Azelis' rights hereunder, nor does it prevent Azelis to accept or reject the Products upon delivery.

### **7. Warranty**

- 7.1. The Seller warrants that all Products: (i) strictly conform with the description, quality and specifications stated in the Order, or in absence thereof, the latest specifications of the Products agreed between the Seller and Azelis prior to the Order; (ii) are free of any liens and encumbrances, merchantable, fit for their intended purpose or implied purpose, and free of defect(s); (iii) as applicable, consist of ingredients or materials that are not contaminated, mislabelled, or otherwise unfit for human consumption; (iv) as applicable, are free from impurities that affect or may affect Azelis' ability to use or resell the Products; and (v) conform with applicable laws and regulations and, as applicable, good manufacturing practices and industry standards.
- 7.2. The Seller further represents and warrants that: (i) it has all necessary right, title, license and authority to enter into the Order and to perform all of its obligations hereunder; (ii) the Seller's performance of all of its obligations hereunder does not violate any applicable law or regulation; and (iii) it has appropriate agreements with its employees, contractors and agents to perform all of its obligations under the Order.
- 7.3. The Seller shall retain or reacquire title to, and bear all risks of loss of, non-conforming Products, and shall at its own expense be responsible for the collection, return or disposal thereof according to Azelis' instructions. Azelis shall not be responsible for any pallets, containers or other materials used in the delivery of the Products.

### **8. Intellectual property**

- 8.1. The Seller warrants that the sale or use of the Products, and rights furnished or licensed hereunder, shall be free and clear of infringement of any patent, copyright, trademark or other third-party intellectual property rights.
- 8.2. The Seller shall indemnify, defend and hold harmless Azelis, its affiliates and their respective directors, officers, employees, shareholders, agents, subcontractors and customers from all claims, actions, losses, damages, fines, penalties and expenses of any kind (including reasonable legal fees) arising out of such infringement of any third-party intellectual property rights.

### **9. Indemnification and remedies**

- 9.1. The Seller shall indemnify, defend and hold harmless Azelis, its affiliates and their respective directors, officers, employees, shareholders, agents, subcontractors and customers from any and all claims, actions, losses, damages, fines, penalties and expenses of any kind (including reasonable legal fees) arising from third party claims resulting from actual or alleged breaches of the Order, negligent acts or omissions, or misconduct by the Seller, its affiliates and their respective directors, officers, employees, shareholders, agents, subcontractors and customers.
- 9.2. Acceptance of any Products or payment thereof shall not waive any breach or claim, or be construed as irrevocable acceptance by Azelis in case of defective or non-conforming Products.
- 9.3. If the Seller fails to perform the Order or is in breach thereof, Azelis shall have the right, at its option, without prejudice to any other rights or remedies Azelis may have, to: (i) require the Seller to fully refund the price paid for the Products and any other costs incurred by Azelis; (ii) require the Seller to deliver conforming Products at no additional cost to Azelis; or (iii) terminate the Order without any penalty to Azelis.

### **10. Insurance**

- 10.1. The Seller shall purchase and maintain, at its own expense, in accordance with applicable law and good international industry practice, the following insurance coverage:
  - 10.1.1. product liability and recall insurance;
  - 10.1.2. marine liability insurance;
  - 10.1.3. commercial general liability insurance; and

- 10.1.4. An “all risks” property insurance policy covering loss or destruction of or damage to any property belonging to Azelis in the possession or under the effective care, custody or control of the Seller or any affiliate, agent, contractor or employee of the Seller, in the amount of full replacement value thereof.

- 10.2. Upon request, the Seller shall deliver certificates evidencing such insurance to Azelis.
- 10.3. The Seller shall ensure that any subcontractors used for the performance of an Order shall have in place and maintain the insurances listed in clause 10.1, as applicable.

### **11. Compliance**

- 11.1. When concluding business with Azelis, the Seller shall, and shall cause its directors, officers, employees, agents and representatives to comply with Azelis' Code of Conduct (available on [www.azelis.com](http://www.azelis.com)) and all applicable laws and regulations, including but not limited to anti-bribery and anti-corruption, anti-money laundering, human rights, environmental, (product) safety and health, data protection, export control regulations, as well as any other applicable international and/or local laws and regulations. In particular, the Seller and its directors, officers, employees, agents and representatives shall refrain from: (i) making any payments or give other inducements which are considered as a bribe or facilitation payment under applicable anti-bribery and anti-corruption laws; and (ii) infringing any diplomatic, economic or military sanction or restrictive measure imposed on certain countries, individuals or entities by the United Nations or any governmental department or agency of the European Union, the United States of America or the United Kingdom in connection with the Order or any contemplated transaction with Azelis.

### **12. Force Majeure**

- 12.1. If the Seller is affected by Force Majeure, it must immediately notify Azelis, stating the nature of the circumstances, their likely duration and foreseeable effects.
- 12.2. The Seller must take all necessary measures to limit any damage due to Force Majeure.
- 12.3. If the Force Majeure prevents, hinders or delays the Seller's performance of its obligations under the Order for a continuous period of more than 20 days starting on the day the Force Majeure begins, Azelis may terminate the Order with immediate effect.
- 12.4. For the purpose of these General Conditions, Force Majeure shall mean: any unforeseeable, exceptional situation or event beyond the control of the Seller that prevents it from fulfilling any of its obligations under the Order. The situation or event must not be attributable to error or negligence on the part of the Seller or on the part of its subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as Force Majeure, unless they stem directly from a relevant case of Force Majeure.

### **13. Termination**

- 13.1. Azelis may terminate any Order without liability to the Seller, provided Azelis gives written notice of such termination to the Seller before the Products are shipped to the Destination. In addition, Azelis may terminate any Order at any time, in whole or in part, with immediate effect upon written notice to Seller: (i) in case of breach by the Seller of the Order and/or these General Conditions; (ii) in case the Products are seized by a third party; (iii) if the Seller enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors; (iv) if the Seller is unable to pay its debts or is deemed unable to pay its debts within the meaning of applicable insolvency legislation; or (v) if the Seller ceases to trade.
- 13.2. Azelis shall, in the case of any such termination, have no liability to compensate the Seller for any loss of profit, loss of revenue, loss of business, or any direct, indirect, special, punitive or consequential losses or damages whatsoever. Azelis shall have no liability to the Seller beyond payment of any Products purchased, delivered and accepted by Azelis, prior to Seller's receipt of Azelis' notice of termination.

### **14. Confidentiality**

- 14.1. The Seller shall not, without Azelis' prior written consent, reveal to any person or otherwise announce the existence or content of its agreement, including the Order, with Azelis, except where necessary for the execution of the Order.
- 14.2. The Seller further acknowledges that in the course of the performance of the Order it may have access to confidential or proprietary information of Azelis. Such confidential information shall remain the sole and exclusive property of Azelis and shall not be used or disclosed by the Seller for any purpose other than the discharge of the Seller's obligations vis-à-vis Azelis. No further use will be made by the Seller after termination or execution of the Order.

### **15. Data Privacy**

- 15.1. If the performance of the Order requires the Seller to process any information relating to an Azelis director, officer, employee, agent or representative (“**Personal Data**”), the Seller undertakes to: (i) process the Personal Data solely for the performance of its obligations under the Order in accordance with local data protection laws; (ii) to provide the Azelis director, officer, employee, agent or representative with the same Personal Data rights as they would have in the country in which he or she resides; (iii) ensure that the confidentiality and security of the Personal Data is guaranteed; (iv) in the event of any unauthorized access of the Personal Data of any Azelis director, officer, employee, agent or representative, inform Azelis in writing via email within twenty-four (24) hours of discovery; and (v) upon termination of Seller's relationship with Azelis, delete all existing copies of Personal Data or return any Personal Data to such Azelis director, officer, employee, agent or representative, at her or his discretion.
- 15.2. Seller warrants that it has full legal authority to process the Personal Data as contemplated, it has in place appropriate technical and organisational measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such Personal Data, and it has adequate security programs and procedures to ensure that unauthorised persons will not have access to the Personal Data.
- 15.3. The Seller, its affiliates and its respective employees, representatives and subcontractors shall be responsible for and remain fully liable to Azelis concerning the treatment of Personal Data.

### **16. Miscellaneous**

- 16.1. The Order, together with these General Conditions, which are incorporated into the Order, constitute the entire agreement between the parties. The Seller acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Azelis, and their respective directors, officers, employees, shareholders, agents, subcontractors and customers that is not set out in the Order.
- 16.2. If any provision of the Order or these General Conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Order or these General Conditions, but the Order and General Conditions shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained therein. In such case, the parties shall make every effort to agree to a valid and enforceable provision(s) in lieu of the ineffective provision(s), which reflect as closely as possible the provision(s) which have become ineffective.
- 16.3. Failure or delay by Azelis in enforcing or partially enforcing any provision of the Order or these General Conditions will not be construed as a waiver of any of its rights under the Order or these General Conditions.
- 16.4. Any waiver by Azelis of any breach of, or any default under, any provision of the Order or these General Conditions by the Seller will not be deemed to be a waiver of any subsequent breach or default.
- 16.5. The Seller may not assign any of its rights or obligations under the Order without the prior written consent of Azelis.

### **17. Applicable law and jurisdiction**

- 17.1. These General Conditions, the Order and any sale of Products or services that result therefrom and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection therewith, or the subject matter or formation of any agreements arising out of these General Conditions, the Order and any sale of Products or services that result therefrom, are exclusively governed by and construed in accordance with the laws of the place of incorporation of Azelis, and the application of the United Nations Convention on Contracts for the International Sale of Goods, or any successor thereto, is expressly excluded.
- 17.2. All disputes arising out of or in connection with these General Conditions, the Order or any sale of Products or services that result therefrom, are exclusively submitted to the competent courts of the place of incorporation of Azelis.