

LIFE CIRCLE NUTITION AG
GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. APPLICABILITY

The respective version of our General Terms and Conditions of Sale and Delivery (hereafter referred to as the "Conditions") valid on conclusion of contract shall apply exclusively to all current and future business transactions and deliveries in respect of our customers, without the need for these Conditions to be re-sent or renewed reference made to them. The purchaser is only entitled to the claims expressly specified in these Conditions. All other claims of the purchaser are excluded, regardless of their legal grounds. By issuing the first order or on first acceptance of the delivery, the purchaser is acknowledging our Conditions and waives its own conflicting General Terms and Conditions of Business, even if reference is made to these in subsequent documents such as offers, invoices and delivery notes. Differing, contradictory or supplementary General Terms and Conditions of Business of the purchaser shall not apply, even if these are known to us, unless we have expressly agreed in writing that these shall apply. The version of the Incoterms current on the date of conclusion of contract, apply additionally (Link: // de.wikipedia.org/wiki/Incoterms).

2. OFFERS/PRICES/PAYMENT TERMS

- 2.1. If verbal purchase contracts are concluded then these shall apply subject to the written order confirmation. Our written order confirmation is binding on both parties. Verbal agreements and ancillary agreements require our written confirmation. Our offers are subject to change in respect of price, quantity, quality, delivery date and delivery availability.
- 2.2. Every contract concluded and every delivery made is subject to defect-free and prompt deliveries from our own suppliers. In the event of the risk of our own suppliers making late or defective delivery to us we shall be entitled to make equivalent covering transactions, without any liability to compensation on our part, and without withdrawing from the contract in whole or in part.
- 2.3. Our pricing structure (e.g. net prices/gross prices/ancillary costs such as freight, insurances, export, transit, import taxes, duties, charges, licenses) is to be taken from the offer / order confirmation and additionally from the current Incoterms rules. We reserve the right to adjust prices if increases in ancillary costs (e.g. freight costs, insurances, taxes, duties) have taken place between the offer date and performance in accordance with the contract.
- 2.4. Unless agreed otherwise in writing our invoices must be paid within 30 days from issue of invoice, without discount or any other deductions.
- 2.5. If the purchaser fails to meet the agreed payment terms then it shall be automatically deemed to be in default on expiry of the payment period. Interest at 5% is to be charged on our claim for the period of the default. We reserve the right to claim further damages. In the event of multiple claims against the purchaser we shall be entitled to determine against which individual claims payment is to be allocated. If the purchaser is in default with an individual claim we shall be entitled without prior notice to refuse all further deliveries until payment in advance is received from the client.
- 2.6. The purchaser only has a right of retention on the grounds of a counterclaim for claims arising from the same contractual relationship and only if these are undisputed, have been acknowledged by us or established as legally binding. The assignment of rights of the purchaser shall require our express consent.

3. DELIVERY / PERFORMANCE

- 3.1. Availability and delivery periods notified by us shall only be binding if these have been confirmed in writing.
- 3.2. The place and time of availability / delivery of the goods are taken from the offer / order confirmation. If the goods are not collected or accepted on time we shall be entitled to store the goods at the purchaser's cost.
- 3.3. If we are required to deliver or make goods on call available for collection and if the respective part volumes to be supplied are not requested or assigned by the client on time, then on expiry of a period of grace of 5 days without success we shall be entitled to assign the goods ourselves and make the goods available or, if we have a delivery obligation, to deliver the goods. We have the optional right to decline performance of the contract and instead to demand damages for non-performance.
- 3.4. If we have a delivery obligation then we are permitted to make early and part deliveries. The methods/conditions of delivery are to be taken from the offer/order confirmation.
- 3.5. We refer to the corresponding Incoterms rules for the transfer of hazard/risk and to terms and conditions of delivery not governed by the offer/order confirmation.
- 3.6. In the event of natural disasters, strikes, power failure, traffic jams, fire, theft, blocks on deliveries by government bodies or bans on the procurement of products etc. for which we are not responsible, the period for making the goods available and for delivery of the goods is extended by the duration of the delay plus an appropriate additional period for organisational purposes. The same applies if a corresponding event arises with one of our subcontractors.
- 3.7. In the event of availability and delivery periods agreed in writing, the purchaser can only withdraw from the contract insofar as these periods are exceeded and a 10 day period of grace has expired without success. In this case the purchaser is only entitled to claim damages for delay and only if the delay has been caused by us as a result of gross negligence or wilful intent. The purchaser has no further entitlement to claim damages. In accordance with Art. 101 Para. 2 OR (Swiss Code of Obligations) the liability for ancillary personnel is excluded in full.
- 3.8. For contract completions which are processed over an extended period of time, each delivery is treated as a separate contract. A defective or late delivery shall not affect the remaining, outstanding deliveries.

4. WARRANTY / GOODS INSPECTION / DEFECT REPORT

- 4.1. The purchaser must take appropriate measures to inspect the goods for identifiable defects immediately following receipt of the goods delivery. Any identifiable defects / deviations from the contract must be reported immediately and noted on the freight documents. Transport damage must be documented through photographs. For frozen goods the purchaser must take representative samples. To this end random samples of the products must be defrosted and in this state inspected for defects. Defects must be reported to us within 24 hours. Within 5 days following receipt of the goods the purchaser must inspect the goods thoroughly for hidden defects and also report any defects / deviations from the contract within this period. Minor deviations in the goods from the current specification do not constitute any defect on the part of the goods in their entirety or individual parts thereof.
- 4.2. The defect report must contain the precise description of the defect as well as the facts which clearly show that the goods supplied and those forming the subject of the notification of defect are one and the same.
- 4.3. If the purchaser fails to meet the abovementioned period for notification then the respective supply of the product is deemed to have been approved.
- 4.4. The purchaser exclusively bears the risk arising from the combination, further processing and resale of goods which have been identified as containing a defect, or which should have been able to be identified as such if special diligence had been applied, or which had not been thoroughly inspected for hidden defects. We shall not be liable for losses incurred by the purchaser as a result of combination, processing or sale.
- 4.5. If a defect report is submitted the purchaser is still obligated to meet its payment obligations and deadlines in respect of ourselves in accordance with the terms of the contract. A right of refusal of performance under Art. 82 OR is excluded.
- 4.6. Warranty claims, including claims for damages due to contract non-conformities, expire no later than 3 months from acceptance. If the best-before-date of the goods is less than 3 months then warranty claims will actually expire at the end of the best-before period.
- 4.7. We can choose to rectify defects in the goods through repair or replacement. The purchaser grants us an appropriate period of at least 60 days to rectify the defect. If we do not rectify the defect within this period, or do not rectify it successfully, then the purchaser can only demand a reduction in price. The purchaser is only entitled to a claim for damages if we were aware of the defect / contract non-conformity at the time of the transfer of risk.

5. RETENTION OF TITLE / RIGHTS OF LIFE CIRCLE NUTITION AG

- 5.1. All goods supplied by us remain our property until payment has been received for all current, conditional or future claims arising from the current business relationship with the purchaser. This also applies if individual or all claims of ours have been included in a current invoice (current account) and the balance has been drawn up.
- 5.2. The purchaser is entitled to resell and process the goods supplied to it as part of its normal course of business providing the purchaser is not in arrears with payments to us. In the event of a resale the purchaser has an obligation in respect of the goods supplied to it under retention of title to only resell these goods under retention of title on its part if payment for the goods is not made immediately by the third party purchaser.
- 5.3. Action by the purchaser in breach of the contract shall entitle us to withdraw from the contract without prior notice or giving a period of notice and to assert all and any claims for compensation as well as to demand the return of the goods.
- 5.4. The purchaser herewith assigns to us all claims, including sureties and rights, which it acquires through the resale to the third party purchaser.

6. CONFIDENTIALITY

All commercial details and/or details specific to the goods which have not been disclosed and come to the knowledge of the purchaser through the business relationship with us must be treated by the purchaser as confidential. The obligation to confidentiality remains in force for the period of one year after the end of the contract.

7. LEGAL CASE / PLACE OF PERFORMANCE / PLACE OF JURISDICTION / ANCILLARY PROVISIONS

- 7.1. Swiss law applies exclusively to all current and future business relationships between the purchaser and us to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 7.2. The exclusive place of jurisdiction for all disputes is our registered business office in Wangen, Canton Schwyz, Switzerland. We are, however, entitled to take legal action against the purchaser at its general place of jurisdiction.
- 7.3. Should one of these provisions be or become invalid or unenforceable this will not affect the validity of the remaining provisions. The parties are obligated to replace an invalid or unenforceable provision with a valid or enforceable provision that most closely reflects the commercial outcome of the relevant provision.
- 7.4. All contractual agreements must be in writing to be valid. The same applies to the decision to deviate from the requirement for the written form.