

GENERAL TERMS AND CONDITIONS (“GTC”)

of Max Felchlin AG, Gotthardstrasse II, 6438 Ibach, Switzerland (the „SUPPLIER“)

The General Terms and Conditions as set out below shall apply to each individual sale and purchase agreement entered into between the BUYER and the SUPPLIER with regard to products of the SUPPLIER as listed in the SUPPLIER’s Export Product List (the “PRODUCTS”).

The General Terms and Conditions shall also apply to each individual order, order amendment or additional order of PRODUCTS placed by the BUYER and accepted by the SUPPLIER.

If the SUPPLIER should agree to deviations in writing, they shall prevail, but only with regard to the specific agreement or order for which they are agreed. Such deviations shall not amend any of the other general terms and conditions, which shall remain in full force and effect.

Any reference in these GTC to messages in writing shall include communication by email.

Placing Orders and Order Amendments / Entering into legally binding Agreements

- (1) Any order, any additional order (meaning: in addition to an order) and any amendment of an order (meaning: in reduction of an order; hereinafter: order amendment) placed by the BUYER shall only become a legally binding sale and purchase agreement between the BUYER and the SUPPLIER upon confirmation by the SUPPLIER in writing.
- (2) The SUPPLIER reserves the right to respond to the BUYER’S order, additional order or order amendment by submission of an altered order or altered order amendment to the BUYER which shall become legally binding, if the BUYER should not inform the SUPPLIER otherwise within two (2) business days from SUPPLIER’S transmission. The SUPPLIER’S message should be deemed received by the BUYER, if sent via email to the same address from which the BUYER had sent his respective order or order amendment earlier.

Pricing and Quantities

- (3) The BUYER abides to the SUPPLIER’S valid export price list and terms stated therein, e.g. a minimum order quantity for a specific PRODUCT. A production batch for such a specific PRODUCT might result in an over- or underproduction and the SUPPLIER will invoice and ship the total produced quantity.
- (4) Any order and any additional order must comprise a minimum of 5 units per PRODUCT. The required minimum total order amount for PRODUCTS is CHF 1’000.00, excluding freight and additional charges.

- (5) The prices of the PRODUCTS are based on the INCOTERMS clause and version stated in the SUPPLIER'S valid export price list. Costs such as freight, transport insurance, special document requests, document legalisation, product registration, customs clearance, VAT, duties shall be borne by the BUYER.

Processing of Orders, Order Amendments and Additional Orders

- (6) All orders, order amendments and additional orders shall be placed by the BUYER and confirmed by the SUPPLIER in writing.
- (7) Average lead times from date of final order confirmation by the SUPPLIER (all details clarified) to dispatch date FCA CH-6252 Dagmersellen (INCOTERMS 2020) depend on the order scope/volume and stock situation. The SUPPLIER may advise the expected lead time after the final order confirmation.
- (8) The SUPPLIER will accommodate order amendments if still feasible in the production and logistic process.
- (9) The SUPPLIER will accommodate additional orders if still feasible and subject to stock and prior sale. Additional orders may prolongate the advised lead time pursuant to Clause 7. Additional orders received by the SUPPLIER after the release of the final picking order to the warehouse (cut off time), may be processed at the SUPPLIER'S discretion for a separate later shipment.

Promotion Material Order

- (10) The SUPPLIER accepts promotion material orders placed with a PRODUCT order and for shipment with a PRODUCT order.
- (11) Promotion material orders placed after the PRODUCT order will be accommodated for shipment with the PRODUCTS if still feasible.

Shipment

- (12) Delivery term is FCA CH-6252 Dagmersellen (INCOTERMS 2020). Upon request, the SUPPLIER may accept varying delivery terms, like CIP, the additional costs of which are charged to the BUYER.
- (13) The SUPPLIER recommends temperature controlled shipments between + 8° C to + 18° C at all times. The SUPPLIER recommends storage at +12 to + 18° C at all times, the relative humidity should not exceed 60 %.

Payment

- (14) The BUYER'S payment terms are prepayment in CHF. The SUPPLIER may at its sole discretion suspend processing (incl. shipment) of any order, order amendment or additional order until payment of the full amount is received.
- (15) Delay in or violation of the BUYER'S payment obligation shall only entitle the SUPPLIER, but not the BUYER, to fully or partially terminate any of the sale and purchase agreements in place between BUYER and SUPPLIER at that time or to revoke or otherwise cancel any of the orders, amendment orders or additional orders once confirmed by the SUPPLIER.
- (16) The SUPPLIER may at its sole discretion grant and confirm in writing other payment terms to the BUYER. The SUPPLIER may at its sole discretion suspend processing (incl. shipment) of any order, order amendment or additional order until payment of the full amount of overdue open invoices is received or until any open accounts of the BUYER are settled. The SUPPLIER is entitled to claim interest of 8 % per annum on late payments.
- (17) The BUYER hereby irrevocably agrees that all payment obligations towards the SUPPLIER shall be payable in full without any set-off or deductions.

Product Defects / Failure to Comply with Quantity Requirements / Warranties

- (18) Within 5 (five) business days (at the place of the BUYER'S receipt of the respective shipment) following the date of receipt by the BUYER of any shipment of PRODUCTS at the BUYER's warehouse, the BUYER shall notify the SUPPLIER of any visible or otherwise readily apparent product defect. The SUPPLIER will accept to replace such PRODUCTS if notification terms as set out in this Clause 18 are met and if shipment and storage under correct conditions (especially as set out in Clause 13) has been applied. If the BUYER fails to notify the SUPPLIER, the PRODUCTS supplied shall be deemed to have been accepted unless defects were not detectable during a routine inspection.
- (19) In the event of occurrence of defects not detectable during a routine inspection, the BUYER shall within 2 (two) business days (at the place of the BUYER's original receipt of the respective shipment) inform the SUPPLIER about the detected defect. The SUPPLIER will accept to replace such PRODUCTS if notification terms as set out in this Clause 19 are met and if shipment and storage under correct conditions (especially as set out in Clause 13) has been applied. If the BUYER fails to notify the SUPPLIER, the PRODUCTS supplied shall be deemed to have been accepted with regard to such defects as well.
- (20) The replacement of products pursuant to Clauses 18 and 19 shall for organizational reasons not be made in kind directly, but by means of crediting the invoiced net product value to the BUYER's account for further use at the occasion of a next order ("credit note"). The

replacement may only be made in kind at the BUYER's explicit request and subject to the SUPPLIER's approval. Any rights of the BUYER for price reduction or rescission of contract are hereby excluded.

- (21) Any defect which is evidently caused by inappropriate transport, shipment or storage shall not be deemed a product defect and shall not lead to a replacement by the SUPPLIER pursuant to Clauses 18 to 20 above. Such defects may be subject to a transport insurance of the BUYER or the shipping company, but it shall be the BUYER'S sole responsibility to make sure the insurance exists at all and in the required amount (if deemed necessary).

Any such claims must in any event be addressed by the BUYER to any such third party directly without the involvement of the SUPPLIER. The SUPPLIER may only be involved, if delivery term should be CIP and the respective insurance policy should not have been assigned to the BUYER.

- (22) Within 5 (five) business days (at the place of the BUYER'S receipt of the respective shipment) following the date of receipt by the BUYER of any shipment of PRODUCTS at the BUYER's warehouse, the BUYER shall notify the SUPPLIER of any failure to comply with the quantity requirements. The SUPPLIER shall with the assistance of the BUYER immediately investigate the causes of such claimed failure and shall credit the respective amount to the BUYER's account for further use at the occasion of a next order ("credit note") (i) if the investigations establish that the failure was evidently caused by the SUPPLIER or (ii) in any other event, at the SUPPLIER's sole and unrestricted discretion.

LIMITATION OF LIABILITY

- (23) IN ADDITION TO THE SUPPLIER'S OBLIGATION TO REPLACE ANY DEFECT PRODUCT PURSUANT TO CLAUSE 18 OR TO GRANT A CREDIT DUE TO FAILURE TO COMPLY WITH QUANTITY REQUIREMENTS PURSUANT TO CLAUSE 22 ABOVE, THE SUPPLIER SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR COSTS OF THE BUYER (OR ANY THIRD PARTIES) RESULTING FROM SUCH PRODUCT DEFECTS OR FAILURES TO COMPLY WITH THE QUANTITY REQUIREMENTS.
- (24) IN ADDITION TO THE SUPPLIER'S OBLIGATION TO REPLACE ANY DEFECT PRODUCT PURSUANT TO CLAUSE 19 ABOVE, THE SUPPLIER SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR COSTS OF THE BUYER (OR ANY THIRD PARTIES) RESULTING FROM SUCH DEFECTS.
- (25) IN THE EVENT, ANY OF THE ABOVE EXCLUSIONS OF LIABILITY SHOULD BE INVALID OR NOT PERMISSIBLE TO THAT EXTENT UNDER THE APPLICABLE LAW, THE LIABILITY OF THE SUPPLIER IS HEREBY AGREED TO BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER

THAT RESPECTIVE LAW, AND ANY LIABILITY OF THE SUPPLIER SHALL IN EACH EVENT BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE ORDER, ORDER AMENDMENT OR ADDITIONAL ORDER PLACED BY THE BUYER CAUSING THE DAMAGES.

Compliance with regulations

- (26) The SUPPLIER confirms that its PRODUCTS are produced in accordance with the Federal Act on Foodstuffs and Utility Articles (Foodstuffs Act, FSA) of Switzerland.
- (27) It is the BUYER'S sole responsibility that the PRODUCTS, registrations, data reporting, specifications, product labelling and such are compliant with the regulations of the country/regions where the BUYER is marketing and selling the PRODUCTS, unless (and only if and as far as) the regulations can solely be complied with by the SUPPLIER and the BUYER has duly informed the SUPPLIER thereof.

Intellectual property right

- (28) The BUYER shall use the SUPPLIER'S trademarks, trade names or any other symbols. However, the BUYER may do so only for the purpose of identifying and advertising the PRODUCTS within the scope of each individual sale and purchase agreement entered between the BUYER and the SUPPLIER and in the SUPPLIER'S sole interest.
- (29) The BUYER agrees neither to register, nor to have registered, any trademarks, trade names or symbols of the SUPPLIER (or which are confusingly similar to the SUPPLIER'S), in the country/regions where the BUYER is marketing and selling the PRODUCTS or elsewhere.
- (30) The BUYER'S right to use the SUPPLIER'S trademarks, trade names or symbols, as provided under Clause 28, shall cease within 60 days upon the last individual sale and purchase agreement entered into between the BUYER and the SUPPLIER with regard to PRODUCTS.
- (31) The BUYER shall notify the SUPPLIER of any infringement of the SUPPLIER'S trademarks, trade names or symbols, or other industrial property rights that comes to the BUYER'S attention.
- (32) The BUYER is free to promote the PRODUCTS on the internet, but he may not use the SUPPLIER'S trademarks, trade names or any other symbols without the SUPPLIER'S prior approval in writing on the details of such use.

Governing Law and Jurisdiction

- (33) These General Terms and Conditions as well as any order, order amendment or additional order shall be governed and interpreted in accordance with the laws of Switzerland, at the exclusion of the laws and treaties on conflict of laws and the UN-Convention on Contracts for the International Sale of Goods (CISG).
- (34) In the event of any dispute arising out of the performance or interpretation of any order, order amendment or additional order, the parties hereby agree to make every effort to settle the dispute amicably before reverting to litigation. An attempt for amicable settlement shall be deemed to have failed if BUYER or SUPPLIER so notifies the other Party.
- (35) If such amicable settlement should not be achieved, then the city of Schwyz (in Switzerland) shall be the exclusive place of jurisdiction without prejudice to the right of the SUPPLIER to bring proceedings in any other court of competent jurisdiction.