

General Terms and Conditions of Business for Labelling-Check and marketability testing

Swiss Food Quality Services AG
(Europaallee 41 - CH - 8004 Zürich)

§ 1 Validity

- 1) The following General Terms and Conditions of Business apply exclusively to all - and future - contracts between Swiss Food Quality Services AG (hereinafter called "SWISS FOOD") and the other contracting body (hereinafter called "Customer"). Deviations in the General Terms and Conditions of the customer are therefore expressly rejected unless SWISS FOOD has expressly approved their validity in writing. The General Terms and Conditions of SWISS FOOD also apply if SWISS FOOD executes its contractual obligations without prior reservation even when customers terms and conditions are contrary to or deviate from the SWISS FOOD General Terms and Conditions.
- 2) All agreements made between SWISS FOOD and the customer for the execution of a contract must be submitted in writing.
- 3) These terms and conditions apply to contracts for services and mixed contracts.
- 4) SWISS FOOD holds the exclusive property and copyright to illustrations, designs, calculations, and other documents provided to the customer. Especially in case of a nondisclosure agreement, they may be disclosed to third parties only with the writing consent of SWISS FOOD. The nondisclosure agreement remains valid even after the contract fulfillment and is only revoked if the illustrations, designs, calculations, and any creative process included therein become standardized.
- 5) Information made known to SWISS FOOD in connection with customer's orders is deemed confidential unless it becomes a general knowledge.
- 6) SWISS FOOD performs its label-check and marketability tests (hereinafter referred to as "services") for the natural or legal person (mandate) under private or public law.
- 7) Unless otherwise instructed in writing by customer, no other person than the customer himself is entitled to give instructions to SWISS FOOD, regarding the order scope, the submission result or expert report. Customer hereby irrevocably authorizes SWISS FOOD to pass on results or expert reports to third parties, if the customer has requested this or if, in the opinion of SWISS FOOD, this is in accordance with the daily business practice.

§ 2 Conclusion of the Contract – Services Provision - Prices - Terms of Payment

- 1) All agreements and understandings between SWISS FOOD and the customer about the contract, its conclusion and execution must be in writing.
- 2) SWISS FOOD's offers and quotations as well as designs, illustrations, sizes, and other technical data are without commitment. SWISS FOOD is obliged to adhere to the prices stated in the offer/quotation for one month from the date of the offer.
- 3) A contract is concluded when the customer returns the signed order to SWISS FOOD, sending it by E-mail is enough. If customer places further orders, it is also sufficient to send them by E-mail. A prerequisite for the conclusion of a contract, including any additions or changes, is that the customer sends SWISS FOOD the current specification of the product in question in English for each product label for countries outside Germany, Austria, or a canton of the Swiss confederation, where German is the national language.
- 4) SWISS FOOD will perform its services according to the customer's instructions, as long as it has been confirmed by SWISS FOOD. Unless otherwise stated, SWISS FOOD provides services of label-check and marketability testing.
- 5) For this purpose, the customer sends SWISS FOOD the labels of the products, for which the service is to be performed in PDF file and in the language of the respective country. SWISS FOOD then checks the label for compliance with the food legislation and

requirements of the respective country. If necessary, SWISS FOOD informs the customer of the result of the check by e-mail or by post (on request), indicating the required changes.

- 1) If changes are to be made to the label, the customer can then send the modified label back to SWISS FOOD for a new control. If SWISS FOOD is of the opinion that the label complies with the food legislation and the requirements of that country, SWISS FOOD releases the product label.
- 2) 5. All information contained in the label-check and marketability test reports is derived from the evaluation carried out in accordance with customer's instructions and the respective requirements of the country indicated by the customer or which, in the opinion of SWISS FOOD, must be observed.
- 3) 6. SWISS FOOD's label-check process relate only to the food label in question and is not related to the rest of the product delivery.
- 4) 7. SWISS FOOD's label-check reports reflect exclusively the facts found at the time of the control according to customer instructions and required legislation of the respective country. SWISS FOOD does not have to indicate or report instructions out of food legislation of the respective country.
- 5) 8. The customer accepts that messages sent via internet can be lost, changed, or falsified with or without the intervention of third parties, that standard e-mails are not protected against any access by third parties and that SWISS FOOD therefore assumes no responsibility for the confidentiality and integrity of e-mails outside the scope of SWISS FOOD. SWISS FOOD also does not assume any liability for possible computer viruses that may appear during the electronic transmission of data and any possible technical damage to the customer.
- 6) 9. SWISS FOOD is entitled to transmit its services in whole or in part to a subcontractor. The customer authorizes SWISS FOOD to disclose to the subcontractor all information necessary or useful for the execution of the delegated services.
- 7) 10. Unless otherwise stated, the prices in the SWISS FOOD offers are valid "ex works", excluding packaging which is invoiced separately. Each Label-check performed by SWISS FOOD is considered as an individual control and is invoiced as such. Unless otherwise stated, the prices of the primary offer are also applicable to subsequent inspections.
- 8) 11. VAT is not included in SWISS FOOD prices; it is indicated separately on the invoice according to the statutory rate on the invoicing day.
- 9) 12. The deduction of a discount must be agreed upon in writing.
- 10) 13. Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is payable immediately from the date of invoice. The law about the fines of late payment applies.
- 11) 14. The customer can only assert accounting claims if it has been acknowledged in writing by SWISS FOOD. Furthermore, he is only entitled to exercise a right of custody if the counterclaim is based on the same contract.
- 12) 15. If SWISS FOOD becomes aware of circumstances that question customer solvency and due payments are not made, SWISS FOOD may deliberately call for immediate payment of the entire remaining bill. Furthermore, SWISS FOOD is then entitled to provide pending or subsequent services only against advance payment.

§ 3 Delivery Time

- 1) Delivery dates and deadlines are not binding. The delivery period shall only begin after the complete clarification of the order technical details, the reception of required documents and/or the fulfillment of the contractual obligations mentioned in § 4. We reserve the right of objection in the event of non-respect of the contract.
- 2) 3. Unless otherwise stated in the order confirmation, delivery is made "ex works".
- 3) 4. SWISS FOOD is entitled to make partial deliveries and services at any time.
- 4) 5. In case of delay or violation of contractual obligations, SWISS FOOD is entitled to demand compensation and reimbursement of any additional expenses. SWISS FOOD reserve the right to assert further claims.
- 5) 6. According to legal regulations, SWISS FOOD is liable if the delay in delivery is fully due to a

negligence or a violation of an essential contractual obligation or a deliberate or full negligence; a fault of its representatives or substitute agents is attributable to SWISS FOOD. Insofar as the delay in delivery is not due to an intentional contract violation attributable to SWISS FOOD, the liability for damages is limited to the anticipated and standard damages.

§ 4 Customer's obligations

The client is required to:

- 1) Ensure that the information (labels and product specifications in English, etc.), instructions and documents necessary for the execution of the order are transmitted to SWISS FOOD on time (at least 48 hours before the start of the order)
- 2) To assert all its rights and fulfil all its obligations, whether under contract or by law.

§ 5 Limitation of liability clause for violations

- 1) The customer may only claim for damages if he has duly fulfilled the complaint obligations according to the regulation (example: Art. 201 OR or Art. 367 OR).
- 2) SWISS FOOD is entitled to subsequent execution (repair or post-delivery).
- 3) SWISS FOOD is legally liable to customer claim for damages due to intentional and negligent misconduct, including those of subcontractors or assistants of SWISS FOOD. In case of non-intentional contract violation by SWISS FOOD, its liability for damages is limited to the resulting damages.
- 4) SWISS FOOD is liable according to legal terms if it violates an important contractual obligation; in this case, however, the liability for damages is limited to the resulting damages.
- 5) The liability of SWISS FOOD due to simple negligence is, however, limited per claim to a maximum total amount of ten times the value of the claimed service. In any case, the liability of SWISS FOOD cannot exceed a maximum total amount of EUR 5.000,00 (in words: five thousand euros) per claim.
- 6) Contrary to abovementioned, the liability of SWISS FOOD is excluded. This applies to indirect or resulting damages, profit loss, business losses, business opportunity losses, business value decrease and costs related to a product recall. SWISS FOOD is also not liable for any loss, damage, or costs that the customer may suffer from because of a claim by a third party (product liability act).
- 7) In the event of a claim for damages, the customer must inform SWISS FOOD in writing within 30 days after noticing the damage providing along all relevant documents.

§ 6 General liability

- 1) Any claims for damages beyond those provided in § 4 are excluded, irrespective of the legal nature of the claim. This concerns claims for damages in connection with the conclusion of the contract, fraudulent claims for material damages in accordance with Art 41 ff. OR.
- 2) The restriction in § 6 (1) above shall also apply if the customer demands reimbursement of unnecessary expenses instead of a claim for damages.
- 3) In case the liability for damages is declined by SWISS FOOD or limited, this applies to the employees, workers, representatives, and assistants of SWISS FOOD as well.

§ 7 Industrial property rights, copyright, and protection of results

- 1) If, by using our services, third parties claim against our customers for violation of industrial property rights or copyrights, the customer is obliged to inform SWISS FOOD immediately in writing. In such cases, SWISS FOOD reserves the right to take necessary and extrajudicial measures of defence with the support of the customer.
- 2) SWISS FOOD reserves its rights to all its testing methods and/or techniques, devices and/or equipment developed or in use unless they have been developed exclusively for the customer within a service in a written agreement.
- 3) SWISS FOOD holds the copyright to the services provided. The customer is only entitled to use the results and/or expert reports including tables, calculations, and other details, after full payment of the service and only in the framework of the contract. However, the client is not entitled to change, process

or use the result or expert reports partially. The transmission of the results or expert reports to authorities or other public bodies is permitted only when it is required by law and binding with the contract. Any publication or reproduction of the results or expert reports - in full or partially -, on the Internet, in advertisement, or any other form of transmission to third parties is only permitted with the prior written consent of SWISS FOOD.

§ 8 In case of « force majeure »

- 1) In case of force majeure, the involved contracting body shall be released from the obligation to deliver or receive for the duration of the event. Force majeure shall be understood to mean any event beyond the control of the contracting party involved, which prevents it from fulfilling its obligations in whole or partially, including fire, flooding, strikes, lockouts, and operational disorders from the authorities that they are not responsible for. Supply disruptions and performance mangle due to customer's suppliers shall only be deemed to be force majeure if the upstream supplier is unable to provide the service due to an event referred to in the first sentence.
- 2) The contracting body involved shall immediately inform the other contracting body of the occurrence and termination of the force majeure and shall do all possible to remedy the situation and limit its effects as far as possible.
- 3) In the event of force majeure, the contracting body shall inform each other on actions to be taken and shall determine whether, after the cessation of the force majeure, the products not delivered during that period should be delivered later. Notwithstanding the foregoing, each body is entitled to cancel the concerned orders if the force majeure lasts for more than four weeks from the agreed delivery date. The right of each contract body to cease the contract in case of force majeure due to longer duration remains unaffected.

§ 9 Data protection - Applicable law - Jurisdiction - Place of execution

- 1) The customer hereby confers explicitly his approval that SWISS FOOD processes his/her address automatically in machine-readable form for contractual duties.
- 2) All legal relations between SWISS FOOD and the customer are exclusively governed by Swiss law. Even with cross-border customers, Swiss law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 3) The court of jurisdiction for all litigations arising between SWISS FOOD and the customer is Zurich. SWISS FOOD is however entitled to take legal action against the customer at its general place of jurisdiction.
- 4) Unless otherwise stated in the order confirmation of SWISS FOOD, the place of contract execution is the registered office of SWISS FOOD in Zurich. In case of doubt, the German version shall prevail.

§ 10 Safeguard clause

In the event any terms and conditions above is or becomes void, the remaining terms and conditions shall remain in force.

January 2023