

**General Terms and Conditions for
Declaration and marketability services
of Swiss Food Quality Services AG
(Europaallee 41 - CH - 8004 Zurich)**

§ 1 Validity

- The following general terms and conditions apply exclusively to all contracts including future contracts between the company Swiss Food Quality Services AG (hereinafter referred to as "SWISS FOOD") and the other contracting party (hereinafter referred to as "customer"). Any deviating provisions in the customer's general terms and conditions are therefore expressly rejected, unless SWISS FOOD has expressly agreed to their validity in writing. The terms and conditions of SWISS FOOD also apply if SWISS FOOD fulfils its contractual obligations without reservation despite being aware of conflicting conditions or conditions of the customer that deviate from the terms and conditions of SWISS FOOD.
- All agreements made between SWISS FOOD and the customer for the purpose of executing a contract must be recorded in writing in the respective contract.
- These conditions apply accordingly to work contracts and mixed contracts.
- SWISS FOOD retains sole ownership and copyright of all images, drawings, calculations, and other documents provided to the customer. These materials, particularly if marked as confidential, may only be shared with third parties with the express written consent of SWISS FOOD. The obligation to maintain confidentiality remains in effect even after the contract has been fulfilled and only expires if, and to the extent that, the manufacturing knowledge contained in these materials has become publicly known.
- Information brought to SWISS FOOD's attention in connection with the customer's orders is considered confidential unless otherwise agreed or generally known.
- SWISS FOOD provides its declaration and marketability checks (hereinafter referred to as "services") for the natural/legal person under private or public law from whom it has received the order (customer).
- Unless SWISS FOOD receives written instructions to the contrary from the customer, no person other than the customer himself is authorized to give SWISS FOOD instructions, in particular with regard to the scope of the order or the issuing of opinions/test reports. The customer hereby irrevocably authorizes SWISS FOOD to pass on opinions/test reports to third parties if this has been requested by the customer or if, at the discretion of SWISS FOOD, this tacitly follows from the circumstances, commercial usage, custom or practice.

§ 2 Conclusion of contract – provision of Services – Prices

Payment terms

- All declarations and agreements between SWISS FOOD and the customer concerning the contract, its formation and its execution must be recorded in writing.
- Offers from SWISS FOOD and the drawings, illustrations, dimensions, weights and other performance data contained therein are non-binding. SWISS FOOD is bound to the prices in offers expressly marked as binding for one month from the date of the offer.
- A contract is concluded for the first time when the customer signs and returns the order to SWISS FOOD. Sending the order by email is sufficient. For further orders from the customer, sending the order by email is also sufficient.
A necessary prerequisite for the conclusion of a contract, including any extension or amendment, is that the customer sends SWISS FOOD the relevant current product specification in English for each product label, provided that the tests are carried out outside the Federal Republic of Germany, the Republic of Austria or those cantons of the Swiss Confederation in which German is the official language.
- SWISS FOOD will provide its services with the necessary care in accordance with the specific

instructions of the customer, as confirmed by SWISS FOOD. Unless otherwise agreed, SWISS FOOD provides a declaration and marketability test as a service. To do this, the customer sends SWISS FOOD the relevant product labels in the respective national language in PDF format for which the service is to be carried out. SWISS FOOD then checks this product label for conformity with food law and requirements of the specified country. SWISS FOOD will inform the customer of the test result by email and, if requested, by post, stating any necessary changes.

If changes were made to the label, the customer can then send the changed label to SWISS FOOD for further inspection. If SWISS FOOD classifies the label as compliant with the food laws and requirements of the destination country, SWISS FOOD will approve this product label.

- All information in the statements/test reports is derived from the results of the declaration and marketability test applied in accordance with the customer's instructions and/or from the evaluation of such results on the basis of the food law or requirements of the country of destination specified by the customer or other circumstances which SWISS FOOD considers to be necessary.
- Statements/test reports from SWISS FOOD on product labels only comment on these labels and make no statements about the rest of the delivery.
- Statements/ test reports from SWISS FOOD reflect only the facts ascertained at the time of the test within the framework of the specific instructions provided by the customer, taking into account the respective food law laws and requirements of the country of destination. SWISS FOOD is not obliged to refer to or report on values or facts that lie outside the instructions provided by the customer or the respective food law laws and requirements of the country of destination.
- The customer accepts that messages sent via the Internet can be lost, altered or falsified with or without the intervention of third parties, that conventional emails are not protected against access by third parties, and that SWISS FOOD therefore accepts no liability for the confidentiality and integrity of emails that have left the area of responsibility of SWISS FOOD. SWISS FOOD also accepts no liability for possible computer viruses that may occur in connection with the electronic transmission of data and any resulting technical damage to the customer.
- SWISS FOOD is entitled to transfer 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 performance of the transferred services.
- Unless otherwise stated in the SWISS FOOD offer, the prices of SWISS FOOD "ex works", excluding packaging, which will be invoiced separately. Each inspection by SWISS FOOD is considered an individual inspection and will be invoiced as such. Unless otherwise agreed for follow-up inspections, the price quoted by SWISS FOOD for the initial inspection will also apply to these inspections. If the documents for re-inspection are submitted more than two months after receipt of the report, the standard price for the product's label inspection will apply.
- Value added tax is not included in SWISS FOOD's prices; it will be shown separately on the invoice at the statutory rate applicable on the day of invoicing.
- The deduction of a discount requires a special written agreement.
- Unless otherwise stated in the order confirmation, the net purchase price (without deductions) is due for payment immediately from the invoice date. The statutory rules regarding the consequences of late payment apply.
- The customer is only entitled to offsetting rights if his counterclaims have been acknowledged in writing by SWISS FOOD. In addition, he is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- If SWISS FOOD becomes aware of circumstances that call the customer's creditworthiness into question, in particular if payments due are not made, SWISS FOOD may, at its own discretion, demand immediate payment of the entire outstanding debt. In this case, SWISS FOOD is also entitled to only provide outstanding services against advance payment or to demand security.

§ 3 Delivery time

- Delivery dates and deadlines are non-binding. The delivery period does not begin until the technical details of the order have been fully clarified, the agreed documents and/or down payment have been received and the customer has fulfilled his contractual obligations or those specified in § 4 to cooperate. The right to object to non-fulfillment of the contract remains reserved.
- Unless otherwise stated in the order confirmation, delivery is agreed "ex works".
- SWISS FOOD is entitled to make partial deliveries and partial services at any time.
- If the customer defaults on acceptance or culpably violates other obligations to cooperate, SWISS FOOD is entitled to demand compensation for the damage incurred, including any additional expenses. Further claims remain reserved.
- SWISS FOOD shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which SWISS FOOD is responsible or the intentional or grossly negligent Breach of a material contractual obligation; any fault on the part of its representatives or vicarious agents is attributable to SWISS FOOD. If the delay in delivery is not due to an intentional breach of contract for which SWISS FOOD is responsible, liability for damages is limited to the foreseeable, typically occurring damage.

§ 4 Customer's obligation to cooperate

The customer will:

- ensure that the information required for the execution of the order (e.g. product labels with English product specifications), instructions and documents are provided to SWISS FOOD in good time (at least 48 hours before the start of the agreed service);
- to exercise all its rights and fulfil all its obligations arising from contracts or under the law towards third parties.

§ 5 Defect investigation liability for defects

- The customer's claims for defects presuppose that the customer has properly fulfilled his obligations to inspect and give notice of defects in accordance with the statutory provisions (e.g. Art. 201 OR or Art. 367 OR).
- SWISS FOOD has a right to choose subsequent performance (repair or replacement).
- SWISS FOOD is liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of SWISS FOOD's representatives or vicarious agents. If SWISS FOOD is not accused of intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage.
- SWISS FOOD is liable in accordance with the statutory provisions if it culpably breaches a material contractual obligation; in this case, however, liability for damages is limited to the foreseeable, typically occurring damage.
- SWISS FOOD's liability for simple negligence is, however, limited per claim to a maximum total amount equal to ten times the remuneration for those services whose performance led to damage. In no event, however, does SWISS FOOD's liability exceed a maximum total amount of EUR 5,000.00 (in words: five thousand euros) per claim.
- Unless otherwise provided above, liability is excluded. This applies in particular to indirect or consequential damages, lost profits, loss of business, loss of a business opportunity, reduction in goodwill and costs in connection with a product recall. SWISS FOOD is also not liable for any losses, damages or costs that the customer may incur as a result of a claim by third parties (in particular the assertion of product liability claims).
- In the event of claims for damages, the customer must notify SWISS FOOD in writing within 30 days of discovering the circumstances giving rise to the damage and send all relevant individual evidence.

§ 6 Joint liability

1. Any liability for damages beyond that provided for in Section 4 is excluded, regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from negligence when concluding the contract, other breaches of duty or tortious claims for compensation for property damage in accordance with Art. 41 et seq. OR.
2. The limitation pursuant to Section 6 Paragraph 1 shall also apply if the customer demands reimbursement of wasted expenditure instead of a claim for compensation for damages or instead of performance.
3. To the extent that SWISS FOOD's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of SWISS FOOD's employees, workers, staff, representatives and vicarious agents.

§ 7 Industrial property rights, copyrights and Protection of work results

1. If third parties make claims against the customer for infringement of industrial property rights or copyrights due to the customer's use of the service, the customer must immediately inform SWISS FOOD in writing. In these cases, SWISS FOOD reserves all defense and legal protection measures. The customer supports SWISS FOOD in this.
2. SWISS FOOD reserves its rights to all testing methods and/or procedures as well as to all equipment and/or facilities that it has developed itself or generally uses, unless these were developed exclusively for the customer in the context of the provision of the services in accordance with a written agreement.
3. SWISS FOOD retains the copyright to the services provided, provided that they are suitable for this purpose. The customer may only use the opinions/test reports or expert opinions prepared within the framework of the contractual relationship, including all tables, calculations and other details, for the purpose for which they are intended according to the agreement after full payment of the fee. However, the customer is not permitted to change, edit or use only extracts of the opinions / test reports or expert opinions. Passing on opinions / test reports or expert opinions to authorities or other public bodies is permitted if and to the extent that this is necessary for the contractually agreed purpose or is required by law. In addition, any publication or reproduction of the opinions / test reports or expert opinions - including extracts - in particular via the Internet or for advertising purposes, as well as any other passing on to third parties is only permitted with the prior written consent of SWISS FOOD.

§ 8 Force majeure

1. In cases of force majeure, the contracting party affected is released from the obligation to deliver or accept for the duration and to the extent of the effect. Force majeure is any event outside the control of the respective contracting party which prevents it from fulfilling its obligations in whole or in part, including fire damage, floods, strikes and lawful lockouts as well as operational disruptions or official orders for which it is not responsible. Supply difficulties and other service disruptions on the part of the customer's suppliers are only considered force majeure if the supplier itself is prevented from providing the service incumbent upon it by an event in accordance with sentence 1.
2. The affected contracting party shall immediately notify the other contracting party of the occurrence and cessation of the force majeure and shall use its best endeavours to remedy the force majeure and to limit its effects as far as possible.
3. If force majeure occurs, the contracting parties will agree on how to proceed and determine whether, after the force majeure has ended, the products not delivered during this period should be delivered later. Notwithstanding this, each contracting party is entitled to withdraw from the orders affected by this if the force majeure lasts more than 4 weeks since the agreed delivery date. The right of each contracting party to terminate the contract for good cause in the

event of prolonged force majeure remains unaffected.

§ 9 Data protection – Applicable law – Place of jurisdiction – place of performance

1. The customer hereby expressly consents to SWISS FOOD processing their address in machine-readable form for tasks arising from the contract.
2. All legal relationships between SWISS FOOD and the customer are governed exclusively by Swiss law. Swiss law also applies to cross-border transactions, excluding the UN Convention on Contracts for the International Sale of Goods.
3. The exclusive place of jurisdiction for all disputes arising from the legal relationship between SWISS FOOD and the customer shall be Zurich. However, SWISS FOOD is also entitled to sue the customer at their general place of jurisdiction.
4. Unless otherwise stated in the order confirmation from SWISS FOOD, the place of performance is the registered office of SWISS FOOD, Zurich.

§ 10 Severability Clause

Should any provision of these General Terms and Conditions be or become invalid, the remaining provisions shall remain in effect.

Status: Zürich Aug. 2024