

## General Standard Terms and Conditions ("GSTC")

valid from October 2016

### 1. Applicability of the GSTC

All contracts concluded by us shall be governed exclusively by our GSTC. Divergent GSTC of our customers shall be binding upon us only if we have expressly agreed to them in writing. These conditions shall be deemed accepted by the Customer no later than upon the acceptance of our first delivery, even if the Customer referred to its own GSTC at the time of conclusion of the contract and we did not object to them.

### 2. Formation of contract, written-form

All our offers are non-binding. A contract shall be formed only by our written confirmation of the order. Supplements and amendments to the contract shall be valid only if confirmed by us in writing.

### 3. Prices

Our prices do not include the statutory value added tax. We shall be entitled to demand all price increases in connection with the necessary expenses for the delivery from our customer in addition to the contract price, if these are not included in the contract price according to the INCOTERMS 2010. Expenses for the account of our Customer shall include, but not be limited to, export and import charges, such as customs, taxes, storage charges, freight charges, forwarding expenses, insurance premiums and the like. If contractually agreed that the prices shall be based on a determined exchange rate, a range of change of rates shall be fixed. In the event of deviations from this range, the prices can be adjusted.

### 4. Conditions of payment

The conditions of payment stated in our offer and/or our confirmation of the order shall apply. The issuance of checks and bills of exchange requiring our prior consent shall not be deemed as performance until honoured in full. Any offsetting or other retention of payments due to counter-claims shall be only permissible if and as far as the counter-claims are uncontested or established by judgment. In the event of default by the customer, we shall be entitled, without prejudice to further rights and without further provision of evidence, to charge default interests of 3%. If the customer defaults in payment, all our claims under the business relation with the Customer shall be due for immediate payment.

In the event of default in payment and changes in the Customer's circumstances which compromise the payment of the Goods, we shall be entitled to withdraw from the contract; rights to claim compensation for damages are expressly reserved. Instead of withdrawing from the contract, we shall be entitled to demand the payment of appropriate securities.

### 5. Time for delivery and delivery weights

Stipulated times for delivery shall be met as far as possible and the Customer shall be informed in advance of any deviations. Should the Customer be reliant on the observance of a specific time for delivery, this has to be expressly agreed on.

Small quantity deviations up to a maximum of 10%+/- may result in an order-oriented production and are to be accepted by the Customer unless otherwise agreed on in the confirmation of the order.

### 6. Partial deliveries

We shall be entitled to effect partial deliveries. In case of conclusions with execution over a longer period, each delivery shall be deemed as separate transaction; any defective or late delivery shall have no influence on the part of the contract not yet fulfilled.

### 7. Demand

If the Customer, in the event of delivery on demand, fails to call for the Goods within the periods agreed upon, we shall be entitled to set a reasonable time limit for the Customer to call, and after the expiration of said limit, we shall be entitled, at our option, to either deliver the Goods and charge the Customer or to withdraw from the contract and/or demand damages due to non-fulfilment.

### 8. Delivery/Transport insurance

Our liability for transport expressly complies with the agreed INCOTERMS 2010. All Goods delivered for our invoice are covered by our transport insurance. However, this shall not apply if we comply with shipping instructions issued by the Customer. Any transport damages and complaints must be immediately notified to us in written form upon

receipt of the Goods. Transport damages and complaints can only be accepted if the delivery note of the forwarder contains a correspondingly remark. We, our transport insurer or its representative shall have the right to examine the damage.

### 9. Delivery and acceptance

Any complaint due to external qualities (packaging, leakage etc.) shall be excluded after the unconditional acceptance of the Goods by the transport person (forwarder, railway or other transport companies) or by the personnel of the Customer. The weight declared by us upon delivery shall be deemed as authoritative. The Customer may, however, demand weighing at its own expense. Deviations in weight can only be notified immediately after the receipt of the Goods and if immediately and properly established.

### 10. Sale by sample

In case of sale by sample the characteristics of the sample shall not be considered warranted unless expressly agreed otherwise. The sample shall be deemed as demonstration piece in order to assess the general character or type of the Goods.

### 11. Delivery time and delay in delivery

All our deliveries shall be subject to proper, complete and timely previous delivery of our suppliers (self-delivery) and subject to unforeseen occurrences like force majeure, transport delay, interruption of operations etc. This also applies to the supply of the raw and auxiliary materials which are necessary for the production of the Goods. **If we are in default with a delivery obligation by formal reminder and after expiry of a reasonable extension granted by the Customer, our Customer shall be entitled to either withdraw from the contract or to demand a refund for default damages up to a maximum of 10% of the Good's price for which we have been in default.** Further claims of the Customer (whatever their nature), in particular for consequential damages, shall be excluded.

### 12. Compliance of the Goods with food- and feedstuffs legislation

To the extent that we deliver foodstuffs and/or feedstuffs within the meaning of applicable Swiss or European foodstuffs and/or feedstuffs law, solely the requirements of the Swiss foodstuffs and feedstuffs law shall be authoritative with regard to the delivered Goods within Switzerland. With respect to the Goods delivered within the EU, solely the requirements of the immediately applicable European foodstuffs and/or feedstuffs provisions (Regulations) shall be authoritative. Compliance of Goods delivered by us with the food and/or feedstuffs requirements of additional jurisdictions shall be guaranteed only in the event of a correspondingly specific agreement between the Customer and us.

### 13. Organic ("Bio") products

- a) Insofar as the delivery of organic ("Bio") products is agreed upon between the Customer and us, then, in the absence of a differing agreement, the requirements of the Swiss Regulation on organic farming and the labelling of organically produced products and foodstuffs (Swiss Bio-Regulation, SR 910.18) and/or of EC Regulations Nos. 834/2007 and 889/2008 shall be intended. We shall assume no warranty whatsoever for the compliance of the Goods with the requirements of the Swiss Bio-Regulation and/or of EC Regulations Nos. 834/2007 and 889/2008 or with another organic ("Bio") standard agreed upon between the Customer and us.
- b) Insofar as we agree with a Customer, in accordance with paragraph a), to make delivery of organic ("Bio") products, such shall mean, in the absence of an agreement to the contrary, that the Goods have been manufactured from products which have been correspondingly identified as organic ("Bio") products by our own suppliers. In the event of unchanged resale of organic ("Bio") products within the meaning of paragraph a), this shall mean that the Goods have been identified by our own suppliers as being organic ("Bio").
- c) Should it be the case that the product delivered to a Customer turns out actually not to be an organic ("Bio") product within the meaning of paragraph a), then we shall be liable for damages arising therefrom only to the extent that the damages are attributable to us. Apart therefrom, the provisions of items 17 and 18 shall apply.

#### 14. Supply of pharmaceutical commodities

Insofar as we supply pharmaceutical commodities, the requirements of the Swiss and European Pharmacopoeia, as it may be amended as of the supply date, shall be determinative for the Goods supplied by us.

#### 15. Labelling obligation

We shall not assume any labelling obligation over and above the mandatory statutory provisions applicable to our respective Goods. Unless otherwise agreed, we shall especially not be obligated to label the elements of our Goods in compliance with any further statutory provisions as may apply to the Customer and/or its (end-)products and/or to advise the Customer of any circumstances relevant under such provisions.

#### 16. Information and advice

All information and advice are given to the best of our knowledge and belief. We shall not be liable for any advice given to the Customer, whatever type, which is always non-binding. In particular, the oral and written application-technical consultation supplied by us shall not relieve the Customer of its own responsibility to examine the Goods delivered as to their suitability for the intended processes and purposes and as to the risk of infringement of third party intellectual property rights.

#### 17. Warranty

We warrant that the Goods delivered by us comply in principle with the Swiss legislation unless legislation of another state and/or further private-law provisions have been agreed on in written form. In exclusion of all other performance, warranty and damages claims, we shall be liable for defects of our delivery as follows:

- a) The Customer shall inspect immediately – if necessary by a test processing, if the delivered Goods are faultless. If the Customer omits the examination, then the Goods shall be deemed approved pursuant to Art. 201(2) of the Swiss Code of Obligations and we shall not assume any liability.
- b) Open defects must be reported immediately after receipt of the Goods, hidden defects immediately after detection, at the latest, however, 3 months after the delivery of the Good. We shall not be liable for Goods with open defects or after detection with a hidden defect which has been processed or resold without our consent.
- c) For properly and timely notified defects, we shall warrant, at our discretion, either reduction of the agreed price or delivery of faultless Goods (replacement) or repair. We will warrant replacements or repairs solely to the same extent as for the original delivery.
- d) If a replacement delivery or repair due to defects becomes impossible or cannot be performed timely and properly, the Customer shall be entitled, after expiry of a reasonable extension granted by the Customer, to withdraw from the contract. **In such case, the provisions of item 11 shall be applicable analogously.**
- e) In case of a defect or any breach of warranty of quality due to the delivery of Goods or the performance of a subsupplier, our liability towards the Customer shall be limited to the assignment of our claims against the subsupplier(s). We shall assign our claims, at first request, to the Customer. Should the claims of the Customer against the subsuppliers not succeed, the Customer shall be entitled to assert claims against us substitutionally pursuant to the above provisions (sub-items 17a to d).

#### 18. Other liability

Any liability on our part exceeding the liability in the aforementioned provisions of items 11 to 17, for whatever legal reason, especially for warranty, default, impossibility, positive breach of contract, fault upon conclusion of the contract and tortious act shall be excluded, unless in case of gross fault or breach of an essential obligation to the accomplishment of the contract purpose. The same shall apply to damages due to the breach of an essential obligation to the accomplishment of the contract purpose which is based on simple negligence. The liability on the basis of product liability law remains unaffected.

#### 19. Retention of Title

The Seller shall retain title to all the delivered Goods, which can only be sold in the ordinary course of business, until payment of all claims arising from the contractual relationship including any refinancing or return bills. By processing the Goods, the Buyer shall not acquire ownership of the wholly or partially produced Goods; the processing is done free of charge only for the Seller. Should the retention of title, for whatever

circumstances, cease to apply, the Seller and the Buyer shall already agree that the ownership of the Goods upon processing shall pass to the Seller who accepts the transfer. The Buyer shall remain the Goods' depository free of charge. The Buyer hereby assigns the claim arising from a resale of the reserved Goods to the Seller until compensation of all claims, also as far as the Goods have been processed.

#### 20. Place of performance

The place of performance for all mutual obligations shall be Baden (Switzerland).

#### 21. Jurisdiction

The exclusive jurisdiction for all disputes or claims arising out of or in connection with the contracts concluded between the parties shall be Baden (Switzerland).

#### 22. Applicable Law

The laws of Switzerland shall apply exclusively, excluding the application of the International Private Law and the Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).