

General Terms and Conditions of Delivery and Service of Plantafood Medical GmbH for the use in business transactions with enterprises

(Version as of 06 July 2018)

Article 1 General Provisions, Scope of Application

(1) All deliveries, services and offers of Plantafood Medical GmbH (hereinafter: Plantafood Medical) shall be made solely on the basis of these General Terms and Conditions. They are an integral part of all contracts Plantafood Medical enters into with its contracting partners (hereinafter also referred to as „Customers“) with respect to the deliveries and services offered by Plantafood Medical. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not agreed upon separately again.

(2) Terms and conditions of the Customer or third parties shall not apply, even where Plantafood Medical does not object to their applicability in individual cases separately. Even if Plantafood Medical makes reference to a written communication that includes the terms and conditions of the Customer or a third party or contains a reference to them, this shall not constitute agreement with such terms and conditions.

Article 2 Offers, Scope of Services, Non-Disclosure

(1) All offers of Plantafood Medical are subject to change and non-binding, unless they are expressly identified as binding or contain a specific term of acceptance. Plantafood Medical can accept the orders or contracts within fourteen days

upon receipt. Plantafood Medical points out that before any assignment a sample production may be necessary in order to ensure producibility of the formulations. If the Customer does Annahmefrist enthalten. Bestellungen oder Aufträge kann Plantafood Medical not specify a best-before date, the shelf life for capsules, tablets and powder is 2 years from production. If a shelf life of more than 2 years is requested by the Customer, then the Customer is responsible for it.

(2) The only authoritative instrument governing the legal relationship between Plantafood Medical and the Customer is a written order confirmation, including these General Terms and Conditions. Such confirmation shall fully reflect all agreements between the contracting parties with regard to the subject matter of the contract. Any oral assurances made by Plantafood Medical prior to contract conclusion shall be legally non-binding and oral agreements between the contracting parties shall be replaced by written contract, unless the terms of the contract explicitly provide that the prevailing conditions continue to apply.

(3) Amendments and modifications of the agreements made, including these General Terms and Conditions, require written form to be effective.

With the exception of managing directors or authorised company officers, no employees of Plantafood Medical are authorised to make any oral

agreements deviating from the present provisions.

The written form requirement shall be deemed as observed if communication is executed via means of telecommunication, in particular via telefax or email as far as a qualified electronic signature (Art. 126 a of the German Civil Code) is attached. (4) Any details provided by Plantafood Medical regarding the object of delivery or service (e.g. colours, scents, weights, dimensions, utility values, load capacities, tolerances and technical data) as well as our representation of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually stipulated purpose requires an exact match. Such specifications shall not be construed as guaranteed quality features, but rather as descriptions or designations of the delivery or service. Deviations customary in the trade and such that are necessary to comply with legal regulations or constitute technical improvements, as well as the replacement of raw materials and packaging materials with equivalent raw materials and packaging materials are permissible, provided that they do not affect the usability for the contractually agreed purpose. Excess or shortage in quantity of up to 10% of the ordered products cannot be the subject of a complaint.

(5) Plantafood Medical reserves all property rights and copyrights to all offers and cost estimates made by it as well as to the drawings, illustrations, formulations, calculations, brochures, catalogues, models, tools and other documents and resources made available to the Customer. Without the explicit consent of Plantafood Medical, the Customer must not make these items, in form or in content, accessible to third parties, or make them known to third parties, or have them used or reproduced,

either by himself or by third parties. At the request of Plantafood Medical, the Customer shall return all such items and destroy any copies made if they are not required any more in the regular course of business or if the negotiations do not lead to the signing of a contract.

(6) As a matter of principle, the Customer undertakes to maintain confidentiality with respect to any information about Plantafood Medical not being common knowledge. Misuse and disclosure of data to third parties is strictly prohibited. The confidentiality obligation shall also apply after the termination of the cooperation between Plantafood Medical and the Customer for a period of 3 years. The duty of confidentiality shall not apply to information that is publicly known, that has been disclosed to the Customer by a third party without breach of a confidentiality duty or that the Customer is required to disclose based on a legal regulation or a decision of a court or public authority.

Article 3 Prices, Terms of Payment, Set-Off

(1) The prices shall apply for the respective scope of services and delivery listed in the order confirmations. Additional or special services shall be charged separately. The prices are in EURO and ex works plus the costs of packaging, value added tax, customs duties in the case of export deliveries and fees and other public duties.

(2) Insofar as the agreed prices are based on the list prices of Plantafood Medical and if deliveries are not made until four months after the conclusion of the contract, the list prices of Plantafood Medical valid at the time of delivery shall apply (in each case minus agreed percentage or fixed discounts).

(3) Invoiced amounts shall be paid within fourteen days without any deductions, unless agreed otherwise in writing. The date the payment is received by Plantafood Medical is authoritative in this regard. Cheques shall be considered as valid payment only after cashed. Should the Customer fail to make a payment when due, interest shall be charged, as of the due date, on outstanding amounts at 8 % p.a. in excess of the current applicable base rate; the application of higher interest rates and additional damages in case of late payment shall remain unaffected.

(4) Offsetting with counterclaims of the Customer or retention of payments based on such claims shall only be permissible to the extent the counterclaims are undisputed or bindingly established in court.

(5) Plantafood Medical is only entitled to execute or provide outstanding deliveries or services for first-time or foreign orders against advance payment or security. The same shall apply if after the closing of a contract Plantafood Medical becomes aware of circumstances which significantly reduce the creditworthiness of the Customer.

Article 4 Delivery and Time of Delivery

(1) Deliveries are made ex works.

(2) Delivery periods and dates set by Plantafood Medical shall be considered as approximate, unless a fixed date is expressly confirmed or arranged. If shipping has been agreed, delivery periods and dates refer to the time of transfer to the forwarder, carrier, or other third party assigned to transport the goods.

(3) Plantafood Medical may - notwithstanding its rights arising from any default on the part of the customer - demand an extension of the delivery and service periods or a postponement of the delivery and service deadlines by the period of time

during which the customer fails to meet his contractual obligations vis-à-vis Plantafood Medical.

4) Plantafood Medical shall not be liable for deliveries that are not possible, or for delays in deliveries as a result of force majeure or other events that were not foreseeable at the time of the completion of contract (e.g. breakdowns in business operations, difficulties with the supply of materials or energy, transportation delays, strikes, legitimate lock-outs, labour, energy or raw material shortage, difficulties in obtaining the necessary permits from the authorities, incorrect or untimely delivery by suppliers, customer supplies such as raw materials, packaging material, cans, lids, labels, package leaflets, folding boxes etc.) for which Plantafood Medical is not responsible. As far as such incidents make delivery or service for Plantafood Medical difficult or impossible and the hindrance is not only of temporary nature, Plantafood Medical is entitled to withdraw from the contract. In the case of hindrances of temporary nature the delivery period shall be extended or postponed by the time period of the hindrance, plus a reasonable warm-up period. In so far as it is not reasonable to expect that the Customer will accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written notification to Plantafood Medical.

(5) Plantafood shall be entitled to make partial deliveries if

- the partial delivery is useable for the Customer with respect to the contractually agreed purpose,
- the delivery of the remaining goods is guaranteed and no significant additional expenses or costs arise therefrom for the Customer (unless Plantafood Medical declares itself willing to assume such costs).

(6) In the case of default on delivery or service on the part of Plantafood Medical or if a delivery or service is for any reason whatsoever impossible, the liability of Plantafood Medical for compensation of damages is limited as per Article 8 of these General Terms and Conditions.

Article 5 Place of Performance, Shipment, Packaging, Passing of Risk, Acceptance

(1) Place of performance for all obligations arising from the contractual relationship is Leiningen, unless specified otherwise.

(2) Plantafood Medical shall determine the type of shipment and packaging at its own reasonable discretion.

(3) The risk is deemed to pass on to the Customer at the latest with the hand-over of the delivery item to the forwarding agent, carrier or other third person specified to carry out the shipment. This also applies in the case of partial deliveries or where Plantafood Medical has agreed to undertake other services (e.g. shipment). If shipment or hand-over is delayed due to circumstances for which the Customer is responsible, risk shall pass on to the Customer on the day on which the delivery is ready for shipment and Plantafood Medical has communicated this fact to the Customer.

(4) Storage costs arising after the transfer of risk shall be borne by the Customer. In the case of storage by Plantafood Medical, the storage costs amount to 0.25% of the invoice amount for the delivery items to be stored per full week of storage. The right to assert and provide evidence of additional or less storage costs shall remain reserved.

(5) The shipment will be insured by Plantafood Medical against theft, breakage, damage during transport and damage due to fire and water only at the request and cost of the Customer.

(6) Insofar as acceptance has to take place, the purchased item is considered to have been accepted when

- the delivery is completed,
- Plantafood Medical has indicated to the Customer under the provisions of notional acceptance as per §5 (6) and has requested the acceptance,
- twelve working days have passed since the delivery or the Customer has commenced using the purchased item and
- the Customer has omitted to carry out the acceptance within this period for a reason other than a defect notified to Plantafood Medical that would render use of the object of the contract impossible or only to the extent that would significantly impair its use.

Article 6 Warranty, Material Defects

(1) The warranty period is one year after delivery or if acceptance is agreed, one year from acceptance.

(2) The delivered items have to be carefully inspected immediately after delivery to the Customer or a third party specified by the Customer. The items are deemed to be approved by the Customer if Plantafood Medical does not receive a notification of defects with regards to evident defects or other defects which could not be recognised in an immediate, careful examination, within 7 working days after the delivery. With regard to other defects, the delivery items are deemed to have been approved by the Customer if the notice of defect is not received by Plantafood Medical within seven working days after the time in which the defect became apparent; if the defect was already recognizable to the Customer at an earlier point in time during normal use, this earlier point in time is relevant for the start of the complaint period. At the request of Plantafood Medical, a defective delivery item shall be returned to Plantafood Medical with freight prepaid. If the notice of defects is justified, Plantafood Medical will reimburse the costs of the cheapest method of shipment; this does not apply in so far as the costs increase because the delivered item is located some place other than the place of intended use.

(3) In the event of material defects of the delivered items, Plantafood Medical shall, at its own discretion and within a reasonable period, be obliged and entitled to either rectify the delivered items or supply replacement goods. In the event of a failure, i.e. in particular the impossibility, impracticality, refusal or unreasonable delay in rectifying the delivered goods or supplying replacement goods, the Customer shall be entitled to withdraw from the

contract or reduce the purchase price appropriately.

(4) If the defect is due to the fault on the part of Plantafood Medical, the Customer can claim damages under the conditions specified in Article 8.

(5) In case of defects of products made by other manufacturers, which cannot be remedied by Plantafood Medical due to licence-related or other reasons, Plantafood Medical shall, at its discretion, choose to either assert warranty claims against this manufacturer and supplier for the account of the Customer or assign these rights to the Customer.

Warranty claims against Plantafood Medical exist for defects of this kind under other conditions and in accordance with these General Terms and Conditions only if the legal enforcement of the abovementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example, because of insolvency. During pending litigations, period of limitation relating to these warranty claims of the Customer against Plantafood Medical shall be barred.

(6) The warranty shall lapse if the Customer modifies the delivered item or has it modified by a third party without the consent of Plantafood Medical, thus rendering rectification of the given defects either impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of rectification accruing as a result of the modification.

(7) A delivery of used goods agreed with the Customer on a case to case basis shall be made subject to the exclusion of any warranty.

Article 7 Job Order Production, Property Rights

(1) Plantafood Medical warrants that the delivery item is processed correctly and in accordance with the applicable food law. In the case of job order production according to the Customer's specifications, Plantafood makes no warranties as to the chemical and physical reactions and the shelf life of the end product. The Customer is exclusively liable for the correctness of the raw materials supplied. Generally, it is the Customer's responsibility to effect the statutory product registration.

(2) We store customer-specific materials free of charge for up to 2 months. Beyond the said period, the Customer will be charged storage costs including interests at the common bank rates. Non-storable materials will be destroyed or returned 14 days after the receipt of the test report. Unless explicitly agreed otherwise, the product development costs shall be borne by the Customer. Product development includes the production of product samples and, in the case of commissioning, also the making of labels. If the labels are provided by the Customer, we assume no liability for the correctness of the information given on the label.

(3) Plantafood Medical shall not be liable and make no warranties for the marketability with respect to composition, dosage, label text. etc.

(4) Our product cost calculation is based on the quantities indicated in the formula-tion.

Due to unavoidable production-related raw material losses, a difference of +/- 10% between the delivered and ordered quantities is possible.

This difference is not taken into account for price setting.

(5) In case of production according to Customer's specifications, the Customer warrants that any patent, utility model and other industrial property rights are held by him. The Customer shall indemnify us against all claims of third parties. In the event Plantafood Medical is forced to defend against third party property rights claims in litigation or settlement proceedings, the Customer shall in addition bear any legal costs and pay reasonable legal costs advances to the lawyer appointed by Plantafood Medical.

Article 8 Liability for Damages Due to Fault

(1) The liability of Plantafood Medical for damages, regardless of the legal grounds, in particular due to impossibility, delay, deficient or incorrect delivery, contract violation, violation of obligations in contract negotiations and liability in tort, as far as they are subject to fault, shall be limited in accordance with this Article 8.

(2) Plantafood Medical is not liable in cases of ordinary negligence of its bodies, legal representatives, employees or other vicarious agents, in so far as this does not amount to an infringement of essential contractual obligations. Essential contractual obligations include the obligation to deliver the delivery item in timely fashion and free of defects which impair its functioning more than only insignificantly, as well as advisory, protective, custodial and duty of care obligations that enable the Customer to use the delivery item according to the contract or whose purpose is to protect life and limb of the Customer's personnel or to protect its property from significant damage.

(3) In so far as Plantafood Medical is liable for damages on the grounds of and in accordance with § 8 (2), this liability is limited to damage which Plantafood Medical has foreseen when concluding the contract as

a possible consequence of a contractual infringement or which, by applying due care and attention, he should have foreseen. Furthermore, indirect damage and consequential damage resulting from defects in the delivery item are only subject to compensation in so far as such damage is typically to be expected when using the delivery item as stipulated.

(4) In cases of liability for ordinary negligence, Plantafood Medical's liability for compensation in respect of material damage

And further property damage resulting therefrom shall be limited to the sum insured according to the applicable third-party liability insurance per damage claim, including when the claim results from an infringement of essential contractual obligations. The Customer is entitled to request from Plantafood Medical in writing information on the respective sum insured. If the Customer fails to make such a request for information on the sum insured, he cannot derive any further claims for damage from the lack of knowledge of the current coverage.

(5) The aforementioned exclusions and limitations of liability shall equally apply to the bodies, legal representatives, employees and other vicarious agents of Plantafood Medical.

(6) In so far as Plantafood Medical provides technical information or provides advisory services and this information or advice is not part of the contractually agreed scope of services owed by him, this is done free of charge and with the exclusion of any liability.

(7) The limitations as stipulated under Article 8 do not apply to the liability of Plantafood Medical for wilful conduct, guaranteed characteristics, damage to life, body or health or as per the

stipulations provided under the Product Liability Act.

Article 9 Retention of Title

(1) All goods delivered to the Customer by Plantafood Medical shall remain the property of Plantafood Medical until full payment of all secured receivables has been effected. The goods and any goods taking their place and subject to the reservation of title in accordance with this clause shall hereinafter be referred to as "reserved goods".

(2) The Customer shall store the reserved goods for Plantafood Medical free of charge.

(3) The Customer is entitled to process and sell the reserved goods in the ordinary course of business until the commencement of an enforcement event (paragraph 8). Pledging or assignment as security is not permissible.

(4) If the reserved goods are processed by the Customer, it is agreed that it is deemed to be on behalf of and for the account of the

Plantafood Medical as the manufacturer and Plantafood Medical directly acquires property or - if the processing involves materials provided by a number of owners or the value of the processed goods exceeds that of the reserved goods - co-ownership (fractional ownership) in the items thus created and in proportion of the value of the reserved goods to the value of the newly created items. In the event that no such acquisition of ownership should occur for Plantafood Medical, the Customer shall transfer now his future ownership or - in the aforementioned proportion - his co-ownership in the newly created items to the Plantafood Medical for reasons of security. If the reserved good is combined with other items to form a uniform item, whereby one of these

other items must be viewed as the main item, Plantafood Medical shall, insofar as it owns the main item, assign to the Customer the proportional co-ownership of this uniform item in the proportion as stipulated in the first sentence of this paragraph.

(5) In the case of resale of the reserved goods, the Customer shall assign now for reasons of security the claim against the acquirer arising from this - in the case of co-ownership of Plantafood Medical in the reserved goods proportionally in accordance with the share of co-ownership – to Plantafood Medical. The same applies to any other claims which replace the reserved goods or arise in regard to the reserved goods, e.g. insurance claims or claims in tort in case of loss or destruction. Plantafood Medical authorises the Customer revocably to collect in his own name the claims assigned to Plantafood Medical. The authorization to collect assigned claims may be revoked by Plantafood Medical only in the event of enforcement of the reservation of title.

(6) If any third party attempts to gain access to secured goods, in particular by instituting attachment proceedings, the Customer shall advise such third party promptly of ownership interest of Plantafood Medical and inform Plantafood Medical of such attempts in writing without undue delay, so as to enable Plantafood Medical to enforce its property rights. In the event that the third party is unable to indemnify Plantafood Medical for litigation or settlement proceedings costs related to this matter, the Customer shall be liable to Plantafood Medical for such costs.

(7) Plantafood Medical shall release the reserved goods or the items or claims taking the place of the reserved goods, to the extent that the value of such goods exceeds the amount of the secured claims

by more than 50%. The choice of the items to be release shall be at the sole discretion of Plantafood Medical.

(8) Should Plantafood Medical withdraw from the contract in consequence of the Customer's violation of its terms - in particular default of payment - (enforcement event), Plantafood Medical shall be entitled to reclaim the reserved goods.

Article 10 Final Provisions

(1) If the Customer is a businessman, legal entity under public law or a federal special fund under public law or if the Customer does not have a place of general jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for any disputes arising out of the business relation between Plantafood Medical and the Customer shall be either Leiningen or the registered office of the Customer, chosen at the discretion of Plantafood Medical. For legal actions brought against Plantafood Medical the exclusive place of jurisdiction is Leiningen. Any mandatory provisions of applicable law providing for exclusive jurisdiction shall remain unaffected by this clause.

(2) The relations between Plantafood Medical and the Customer shall be exclusively governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) does not apply.

(3) If the contract or these General Terms and Conditions contain loopholes, these loopholes will be closed by legal provisions which the parties to the contract would have agreed on the basis of the economic aims of the contract and the purpose of these General Terms and Conditions had the loopholes been identified.

Notice:

The Customer is advised that as per § 28 of the Federal Data Protection Act and the GDPR Plantafood Medical retains data from the contract agreement for purposes of data processing and reserves the right to transfer such data to third parties (e.g. insurance companies) in as much as it is necessary for the fulfilment of the contract.