ADM EMEA Sales Terms & Conditions – Human Nutrition (Flavors, SI) and Health & Wellness

Part 1 – General Terms and Conditions ("GTC")

1. General

1.1 All sales transactions by the respective ADM company, in particular:

- ADM WILD Europe GmbH & Co. KG	(Germany)
- ADM WILD Nauen GmbH	(Germany)
- Erich Ziegler GmbH	(Germany)
- Wild Flavors Austria GmbH	(Austria)
- WILD Flavors Middle East FZE	(UAE)
- Wild Polska Sp. z o.o.	(Poland)
- Wild Flavors Polska Sp. z o.o.	(Poland)
- ADM Wild Valencia, S.A.U.	(Spain)
- ADM WILD Netherlands B.V.	(Netherlands)
- Fuerst Day Lawson (Europe) B.V.	(Netherlands)
- ADM Wild UK Ltd.	(UK)
- Fuerst Day Lawson Ltd.	(UK)
- Fuerst Day Lawson (U.S.A.) Ltd.	(UK)
- Totally Natural Solutions Ltd.	(UK)
- ADM WILD SEE Kft.	(Hungary)
- ADM Wild Gıda San ve Tic Ltd Şti	(Turkey)
- ADM HUMAN NUTRITION (PTY) LTD	(South Africa)
- ADM Specialty Ingredients (Europe) B.V.	(Netherlands)
- ADM Ukraine LLC	(Ukraine)
- WILD Flavors International GmbH	(Switzerland)
- Biopolis, S.L.	(Spain)
- ADM Protexin Ltd.	(UK)
- Société Industrielle des Oléagineux, S.A.S.	(France)
- ADM Denmark A/S	(Denmark)
- SOJAPROTEIN D.O.O. Bečej	(Serbia)
- ADM CORK H&W Ltd.	(Ireland)

("Seller") shall be subject to the following GTC, which the purchasing party ("Buyer") hereby recognizes by means of placing an order.

1.2 Deviating, opposing or supplementary terms and conditions in any documents of the Buyer shall only become part of the contract to the extent that the Seller has expressly agreed to their applicability in writing.

1.3 Orders shall not become binding on the Seller until the Seller has provided written confirmation.

2. Prices and Empties

2.1 Unless otherwise agreed, the sales prices shall be Ex Works (EXW) Incoterms® 2020 Seller's seat and shall be subject to any applicable statutory taxes, exclusive of packaging.

2.2 In case of ongoing contractual relationships or in case of deliveries which are agreed for more than one month in advance, the Seller shall reserve the right to charge the valid prices on the day of delivery, if and to the extent the Seller's own purchase prices (e.g. related to raw material costs), manufacturing costs (e.g. energy prices, staff costs) or transport and logistical cost have changed.

2.3 In the event that any new tariffs, duties, taxes, or other governmental charges (collectively "Tariffs") are imposed or increased or reduced after the conclusion of the contract, and such Tariffs directly or indirectly affect the cost of goods sold under the contract, the Seller shall have the right – and in the event of a reduction: be obliged – to adjust at its reasonable discretion in accordance with the following provisions the prices of the affected goods to reflect the costs incurred due to such Tariffs. The Buyer agrees to pay the adjusted prices, provided the Seller provides reasonable documentation evidencing the imposition or increase of such Tariffs and the corresponding increase in costs (taking into account any cost reductions in other areas). If the documentation contains business or trade secrets of the Seller (including but not limited to competitively sensitive information) in its reasonable opinion, the Seller is entitled to provide such documentation only to a reputable external auditor, appointed by the Seller, and bound by a confidentiality and non-use agreement to the Seller. The external auditor may disclose to the Buyer only the fact that the Tariffs have been imposed or increased and the corresponding increase in costs (and the absence or extent of cost reductions in other areas that can be offset against this), without revealing any business or trade secrets. This clause shall take precedence over any conflicting terms, including but not limited to conflicting Incoterms, in the contract - if any.

2.4 In case the Seller charges the Buyer a deposit for transport packages, empty transport packages shall remain the Seller's property unless this concerns "one way packaging". Such packages may not be used elsewhere and shall be treated carefully, cleaned within two months of delivery, and returned in a flawless condition with carriage paid. A lending fee will be charged for any delayed return. As a rule empty transport packages shall be returned immediately after the Buyer takes possession of the contained goods. The Buyer shall provide the Seller with compensation at the replacement value in all cases of loss of or damage to empty transport packages and shall, in particular, bear the risk of possible destruction and/or damage during transportation.

3. Delivery Time

3.1 Should an agreed delivery date be exceeded by more than one week, the Buyer shall be entitled to set the Seller a reasonable period of grace of at least one week. Should the period of grace not be complied with, the Buyer shall have the right to rescind the contract. The rescission shall be declared in writing immediately following expiry of the period of grace.

3.2 Claims of the Buyer for damages due to delayed delivery or due to subsequent delivery shall be excluded in all cases, unless the loss was caused by intentional or grossly negligent actions. In case of ordinary negligence the Seller shall be liable - for whatever legal reason - to the extent permitted by law - a) for losses connected to injury to life, body or health, as well as b) for losses connected to the breach of a significant contractual obligation (which is an obligation essential to the proper performance of the contract which the contractual partner typically relies upon and legitimately may rely upon);
In such a case, Seller's liability shall however be limited to reimbursement of losses which are foreseeable and typical at the time of the conclusion of the contract.

The restrictions of liability under clause 3.2 shall not apply if the Seller has fraudulently concealed a defect or has provided a guarantee in respect of the quality of the goods. The restrictions shall also not apply in case of claims under applicable Product Liability laws.

4. Force Majeure

Events of force majeure, operational disruptions on the part of the Seller or its suppliers (e.g. Act of God, official orders, mobilisation, war, blockades, riots, strikes, lockouts, currency depreciations, pandemics, epidemic or pandemic related lockdowns and other comparable circumstances) shall entitle the Seller to extend the delivery deadline. Should the disruptions be of an indefinite nature (in any case to be assumed in case of disruptions exceeding a period of 60 days), either party shall be permitted to cancel the contract, and the other party shall not be entitled to bring any claims as a result.

5. Right of Rescission

5.1 In case of delivery delays for which the Seller is not responsible, the Seller shall be entitled to extend the delivery deadline. Alternatively, the Seller shall be able to adjust the delivery quantities, unless the Buyer provides evidence that a partial delivery is unreasonable.

5.2 In case of a significant increase in the cost of raw materials, energy costs and/or transportation costs, the Seller shall be entitled to rescind the confirmed order.

5.3 In the event that one party suffers substantial losses regarding its economic conditions or is threatened by such so that its activity is impaired to the detriment of the other party, the other party shall be entitled to rescind from the confirmed order. This is particularly the case, if the affected party itself applies for the initiation of insolvency proceedings about its assets, if insolvency proceedings are initiated or rejected due to insufficiency of assets, if an affirmation in lieu of an oath is submitted by the affected party or if any other similar proceeding with respect to the affected party takes place.

5.4 The Buyer shall not be able to bring any claims as a result of clause 5.1 or clause 5.2 or clause 5.3.

6. Dispatch and Transfer of Risk

6.1 The risk of loss shall transfer to the Buyer upon handover of the goods to the first carrier, however at the latest at the time the goods leaves the Seller's plant.

6.2 In case of a delivery parity other than Incoterm Ex Works (EXW) Incoterms® 2020, the Seller shall be free to choose the delivery route and type of carriage to the exclusion of any liability.

6.3 The Buyer shall promptly call upon and pick up goods upon the Seller's notice that they are ready for dispatch, unless another specific delivery date is agreed by the Seller in exceptional cases. Otherwise the Seller shall be entitled to store the goods at the expense and risk of the Buyer according to the Seller's discretion.

7. Warranty

7.1 In respect of defects, the Seller shall provide a warranty for a period of 12 months (unless shorter shelf-life is agreed) following the delivery of the goods. In the Seller's sole discretion and insofar as possible, defects may be remedied as follows: a) supplementary performance by means of correction of the defect (rectification), or b) the delivery of a defect-free item (replacement delivery).

7.2 The provisions of clause 7.1 shall not apply in cases of a) wilful misconduct/gross negligence, or b) injury to life, limb, health.

7.3 Should supplementary performance have failed or should a reasonable period of grace to be set by the Buyer have fruitlessly expired, or should this be dispensable in accordance with applicable statutory provisions, the Buyer shall be entitled to rescind the underlying contract or to reduce the purchase price. However, no right of rescission shall exist in relation to minor defects or if the Buyer is wholly or predominantly responsible for the defect. Claims of the Buyer including but not limited to those for damages and reimbursement of fruitless expenditures shall only exist in accordance with clause 8 and shall otherwise be excluded.

7.4 The defect claims of the Buyer shall require that it has undertaken an inbound inspection of the goods immediately upon delivery, latest within two days after delivery, unless the goods are destined for immediate use. Should a defect be discovered during the inbound inspection or subsequently in case of hidden defects, the Seller shall be notified of such immediately in writing, however at the latest within 3 working days after delivery or in case of hidden defects immediately after detection, whereby the timely sending of the notice shall suffice in respect of compliance with the deadline stated above. Should the Buyer fail to undertake proper inbound inspection and/or timely notification of defects, the Seller's liability in respect of such defects shall be excluded.

7.5 The Seller shall be entitled to make the supplementary performance dependent on the Buyer paying the purchase price which is due.

8. Other Liability

8.1 Unless otherwise stated in the GTC, the Seller shall incur liability in case of breach of contractual and non-contractual obligations in accordance with the applicable statutory regulations.

8.2. The Seller shall incur liability to pay damages in case of wilful intent and gross negligence, regardless of the legal reason. In case of simple negligence, the Seller shall only incur liability as follows:
a) for losses connected to injury to life, body or health, as well as
b) for losses connected to the breach of a significant contractual obligation (which is an obligation essential to the proper performance of the contract which the contractual partner typically relies upon and legitimately may rely upon); in case of lit. b), Seller's liability shall however be limited to reimbursement of losses which are foreseeable and typical.

8.3 The restrictions of liability under clause 8.2 shall not apply if the Seller has fraudulently concealed a defect or has provided a guarantee in respect of the quality of the goods. The restrictions shall also not apply in case of claims under applicable Product Liability laws.

8.4. The Buyer shall only be able to rescind or terminate the contract due to a breach which does not concern a defect if the Seller is responsible for the said breach of obligation. A right of termination for convenience on the part of the Buyer shall be excluded. Otherwise, the statutory requirements and legal consequences shall apply.

9. Retention of Title

9.1 For the respective contract conclusion, the Seller shall reserve title in respect of the delivered goods until full payment of the purchase price including all ancillary claims or a remaining balance. The Buyer shall be obliged to retain and store the goods separately until full and final payment.

9.2 The Buyer shall not be permitted to dispose of the said goods outside of proper business operations, for example pledging of the goods or provision of these as security. The Buyer shall immediately inform Seller of forthcoming pledges or the enforcement of a pledging or any other impairment of Seller´s rights by a third party.

9.3 Unless the goods or services are fully paid for by the Buyer, the Buyer is hereby authorised to process or handle the delivered goods on Seller's behalf, without any liabilities being incurred by the Seller. The Seller shall become pro rata co-owner of the processed goods in accordance with the proportion of Seller's deliveries to the value of the produced object. Should the delivered goods be processed or sold on without processing, the Buyer hereby assigns to the Seller the claims arising from such process or sale to the maximum amount of Seller's claims as security. The Buyer shall be entitled to collect the said claims on Seller's behalf. However the Seller shall reserve the right to demand the name of the debtor and direct payment to the Seller. The Seller shall be obliged, on the request of the Buyer, to release the securities to which the Seller is entitled, to the extent that the value of Seller's securities exceeds those to be secured by more than 20%. The Seller shall be obliged to select the claims to be secured.

9.4 Should the Buyer fail to comply with its payment obligations in relation to the Seller or should it breach one of the obligations connected to the agreed retention of title, payments which have been deferred shall become immediately due. In such cases, the Seller shall be entitled to demand surrender of the goods and to collect these from the premises of the Buyer. The Buyer shall have no right of possession. The retaking of the goods by the Seller shall not automatically amount to a rescission of the underlying contract.

10. Terms and Conditions of Payment

10.1 Invoices shall be due for payment immediately after the invoice date without any set-off or deduction. In case of payment delay, the Seller shall be entitled to charge default interest applicable under the relevant jurisdiction in the Seller's country of residence.

10.2 In case of a deterioration in respect of the creditworthiness of the Buyer, the Seller shall be entitled to reduce a stated payment deadline, demand advance payments or rescind the contract. Should the Buyer be in default with a payment obligation towards the Seller, all other payment obligations shall become immediately due for payment, even if the granted deadline for the said obligation has not yet expired.

10.3 Setting off against counterclaims and retention of any amounts payable by the Buyer, regardless of the reasons, shall not be permitted on the part of the Buyer, unless his counterclaims have been finally adjudicated upon by a court or have been recognised by the Seller in writing.

11. Framework Agreements and Call Orders

11.1 Framework agreements and call orders shall be performed within the agreed time. Should the call order not take place in time within the framework of a fixed deadline or should a period of grace which has been set, expire fruitlessly, the Seller shall have the right to choose between withdrawing from the delivery obligations, charging for the remainder of the goods which are to be accepted or to demand damages due to non-performance.

11.2 In case of contractual conclusions or forward orders any tax, shipping or other price increases, which occurred after the issuing the order, will be separately charged.

12. Confidentiality

12.1 The obligation to maintain confidentiality under this clause 12. shall be applicable to any information, data, drawings and knowledge of any kind – whether with or without confidentiality flag – that the Seller or affiliated company shall disclose to the Buyer pursuant to any delivery during the initiation of the business contact and/or the business in oral, written, graphic, machine readable, electronic and/or any other form, or of which the Buyer shall gain knowledge of in any other way („Information Subject to Confidentiality"). This shall be in particular (but not exclusively):

Know-how, in particular recipes, any knowledge as regards production, handling, fundamentals and functions as well as any processing instructions or specifications;
any other business and trade secrets such as balance sheets, financing information, negotiation protocols and results;
any documents and information which are subject to technical and organizational confidentiality measures and are marked as confidential or which are or to be considered as confidential due to the kind of information or circumstances of the transmission;

12.2 The Buyer undertakes to keep strictly confidential any Information Subject to Confidentiality and to take adequate confidentiality measures to prevent their disclosure to unauthorized third parties.

12.3 The Buyer undertakes towards Seller in particular, but not limited to,
a) to grant access to the Information Subject to Confidentiality only to those of its staff members that necessarily require it for reasons of their activity ("need-to-know"-principle) and that are bound to provisions which are at least as strict as those provisions set forth in this clause 12.
b) to use the Information Subject to Confidentiality solely for internal purposes within the contractual purpose and apart from that not to directly or indirectly commercially exploit or reproduce (in particular, but not limited to the prohibition of so called "Reverse Engineering") in any other

way – including for any other personal use – or to have it exploited or reproduced by Third Parties and with respect to the Information Subject to Confidentiality not to apply for any intellectual property rights – in particular, but not limited to trademarks, designs, patents or utility models. Otherwise, Seller´s prior written consent is required.
c) not to mechanically copy or otherwise reproduce or scan the Information Subject to Confidentiality (collectively "Copies").

12.4 The obligations to maintain confidentiality shall not apply to any information or parts thereof that verifiably
a) was already in possession of the Buyer at the time of its disclosure by Seller and that is not subject to the obligation to maintain confidentiality imposed by Seller; or
b) expressly was released by Seller in writing; or
c) is publicly available through press or other sources accessible to the general public; or
d) another party makes accessible to the Buyer in a legally permissible way;
The burden of proof with respect to proving the existence of the above circumstances constituting exceptions rests with the Buyer.

12.5 In the event that the Buyer is bound under applicable law or due to official or judicial order to disclose any Information Subject to Confidentiality, it shall immediately inform Seller in writing and to a reasonable extent provide Seller – in as far as this is possible – with the possibility to oppose to such disclosure and to take judicial protective orders or other appropriate measures.

13. Data Protection

The Seller will save and process its customer's data with careful observation of the applicable data privacy provisions either manually or automatically and only for contractual purposes.
Reference is made to the Seller's data protection regulations which can be retrieved from *https://www.adm.com/privacy-statement.*

14. Intellectual Property

14.1 Unless otherwise agreed upon in writing, any intellectual property, including without limitation any know-how, patents, patent applications, trade secrets, trademarks (registered and unregistered), copyrights and designs arising out of or related to the delivery of the Seller´s goods and services (including related documentation) remains and/or shall become the sole and exclusive property of the Seller or its affiliated companies or their licensors ("ADM"). The Buyer is prohibited to reproduce, copy, distribute, reverse engineer or otherwise make use of any intellectual property related to any of Seller´s deliverable and is further prohibited to use the Seller´s know-how or Information subject to Confidentiality for any other purpose unless as specifically agreed upon in writing between Buyer and Seller. The sale of goods or services shall not be construed (neither explicitly nor implicitly) as granting a license to make use of any intellectual property rights owned by Seller.

14.2 If the Seller develops or manufactures goods or carries out services based on specifications of the Buyer, and the specifications are or become subject to any intellectual property infringement claims by third parties, the Buyer shall immediately indemnify and hold harmless the Seller from such claims upon first demand. The obligation to indemnify relates to any costs incurred by the Seller in connection with such claims.

14.3 Seller provides no warranty or guarantee that use of provided services, goods and finished goods (final products) by Buyer does not infringe third party rights.

14.4 Buyer shall not challenge any intellectual property of Seller, whether registered or not, before courts or any public authorities, and shall withdraw any legal or administrative action and cease any activities initiated to that effect.

14.5 Buyer shall not use or register any trademark that is identical or similar to or contains substantial elements of any ADM/Seller trademark. Buyer is obliged to cancel any such Buyer's trademark registration. Seller may also request Buyer to cooperate in good faith to immediately assign such trademark, together with any goodwill, at Buyer's own cost, to any entity named by Seller.

15. Applicable Law and Jurisdiction

The law of the seat of the Seller shall apply to the legal relationships between the Seller and the Buyer or their respective legal successors. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded. The seat of the Seller shall also be the exclusive place of jurisdiction. However, the Seller shall also be entitled to bring a lawsuit at the place of business of the Buyer.

16. Sanctions and Anti-Boycott Clause

Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.

Seller agrees and undertakes to Buyer that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Buyer requires, Seller shall provide Buyer with appropriate documentation for the purposes of verifying the origin of the goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer agrees and undertakes to Seller that the goods will not be:

i. resold to;
ii. disposed of by; or
iii. transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,

any country, person or entity, or for the purpose of any commercial activity, which would cause Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Seller requires, Buyer shall provide Seller with appropriate documentation for the purposes of verifying the final destination of the goods. Seller has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Seller or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause Seller or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, the Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Seller's violation of the Sanctions.

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.

Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

17. Anticorruption Clause

Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods relating to anti-bribery and anti-money laundering ("Applicable Legislation"). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly,

a.) pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
   i. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
   ii. an officer or employee of a public international organisation;
   iii. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation;
   iv. any political party or official thereof, or any candidate for political office;
   v. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or

b.) engage in other acts or transactions:

in each case if this is in violation of or inconsistent with the Applicable Legislation, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.

18. EU Deforestation Regulation

To the extent that the goods are subject to Regulation (EU) 2023/1115 related to deforestation and forest degradation and repealing Regulation (EU) No 995/2010 ("EUDR"), the Seller will use its best endeavours to ensure that the goods are compliant with the relevant provisions of EUDR. In accordance with the requirements of EUDR relating to the goods supplied by the Seller to the Buyer, the Seller shall provide the Buyer with the reference number of due diligence statement(s) ("DDS") for the goods with each shipment of the goods together with the Seller´s declaration on compliance with EUDR ("Self-Declaration").

The Buyer is obliged to inform the Seller in writing immediately once it becomes aware of any risks of non-compliance of the goods with EUDR found by an independent private auditor and/or a state authority and/or by the Buyer and is obliged to cooperate fully with the Seller to mitigate the risks.

19. Additional Provisions

Should one or more of these provisions be invalid, the validity of the remaining clauses shall not be affected thereby. In that case, a clause which comes closest to the contractual purpose shall take the place of the invalid provisions.

ADM EMEA Sales Terms & Conditions – Human Nutrition (Flavors, SI) and Health & Wellness

Part 2 – Special Terms and Conditions "Health & Wellness"

The following special terms and conditions shall apply additionally to the sale and delivery of enzymes, DNA sequences, botanical products, specialty oils ingredients, phages and post/pre/probiotics for human and animal nutrition, cosmetics, medical devices' application, and pharmaceutical and pharmaceutical Over-The-Counter (OTC) applications ("Goods") and related services when sold by the following entities:

- Biopolis, S.L. (Spain)
- ADM Cork H&W Ltd. (Ireland)
- ADM Protexin Ltd. (UK)
- Société Industrielle des Oléagineux, S.A.S. (France)
- ADM Denmark A/S (Denmark)
- ADM Wild Valencia, S.A.U. (Spain)

("HW Seller")

In the event of a conflict between the GTC set out in Part 1 and any special terms and conditions set out hereunder (Part 2 – Special Terms and Conditions "Health & Wellness") then the latter shall prevail.

1. Warranty – Liability

1.1 HW Seller or its affiliated companies or their licensors (collectively "ADM") is not supporting any claim on the effectiveness or functionality or fitness for a particular use or application of the Goods, in particular, but not limited to, when contained in or conforming finished goods containing the Goods ("Finished Goods") as well as of the Finished Goods, including without limitation compliance with regulatory obligations or local regulations. Any claims made by Buyer, its affiliates and/or its sublicensees, including those which may relate to the health benefits of the Goods and/or the Buyer's Finished Goods shall be at Buyer's sole risk and responsibility. Buyer shall hold ADM harmless and compensate for any third party suits, claims or losses to the extent arising out of or related to statements or claims made by, or on behalf of, the Buyer with respect to the Goods or the Finished Goods. When use of claims by Buyer include use of ADM trademarks, Buyer shall obtain prior written consent of ADM on the latter.

1.2 Buyer has no right whatsoever to reduce the purchase price once agreed between the parties.

1.3 Any claims by the Buyer for visible defects in the manufacture and supply of the Goods / Finished Goods must be made in writing with full documentation within fifteen (15) calendar days of delivery of the relevant Goods / Finished Goods. To the extent that HW Seller confirms that any of such defects is caused by the manufacture process ADM shall make all reasonable efforts, without any charge for the Buyer, to promptly replace (not later than eight (8) business weeks) the amount of defective Good(s) attributable to ADM's fault. The Buyer shall provide ADM with the relevant samples of supposed defective Goods / Finished Goods in order for ADM to conduct an internal analysis.

1.4 The defect claims of the Buyer shall require that it has undertaken an inbound inspection of the Goods / Finished Goods immediately upon delivery, latest within two (2) days after delivery, unless the Goods / Finished Goods are destined for immediate use. If HW Seller disputes the Buyer's claim regarding visible or hidden defects in the relevant Good(s) / Finished Good(s) which fails to conform to the specifications, the dispute shall be submitted to an independent laboratory (who shall act as expert and not as arbitrator) mutually appointed by the parties. If the parties fail to mutually appoint an independent laboratory within ten (10) calendar days, HW Seller shall be entitled to appoint one at its own discretion and notify Buyer of such. The Buyer shall provide HW Seller with the relevant samples of the alleged defective Goods / Finished Goods in order for the independent laboratory to fairly conduct the analysis. The conclusion of such independent laboratory following analysis of the allegedly defective Good(s) shall be final and binding. The cost of the analysis shall be borne by the party whose analysis was in error. Should the Buyer fail to undertake proper inbound inspection and/or notification of defects, the HW Seller's liability in respect of the defects which have not been notified shall be excluded.

1.5 ADM provides no warranty that use of Goods and Finished Goods by Buyer does not infringe third party rights.

1.6 The Buyer shall be responsible for obtaining any necessary import licences or permits necessary for the entry and delivery of the Goods / Finished Goods into the territory of destination. The Buyer shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Goods / Finished Goods.

1.7 The Buyer is responsible and shall give ADM to the best of its efforts advance notice of any prospective or actual changes in laws and regulations applicable to the sale of the Goods / Finished Goods in the territory of destination (e.g. which require amendment to the packaging).

1.8 ADM reserves the right to discontinue deliveries hereunder of any Goods / Finished Goods if, in the opinion of HW Seller, its manufacture, sale and/or use would infringe any applicable law. If the Goods / Finished Goods sold under a sales contract are to be manufactured according to Buyer's specifications, Buyer shall indemnify HW Seller against any claims or liability for violation of applicable law on account of such manufacture and sale.

1.9 Limitation of liability. Except in the case of intent, HW Seller's liability is limited to direct loss or damage which was foreseeable at the time the sales contract was concluded up to a maximum amount equivalent to the purchase price agreed with HW Seller. HW Seller's liability for loss or damage caused by delay is limited to a maximum of 5% of the purchase price agreed with HW Seller for the affected delivery. Except in the case of intent, HW Seller's liability for indirect and consequential loss or damage in particular loss of profit, is excluded.

1.10 All claims for damages against HW Seller shall lapse no later than one (1) year after the Goods / Finished Goods / related services have been delivered or provided to the Buyer; in the event of liability in tort, from the date of knowledge or grossly negligent lack thereof with regard to the circumstances supporting the claim and the identity of the person liable for damages. Any shorter statutory limitations periods shall take precedence.

2. Intellectual Property; Patents and Trademarks; Claims

2.1 Intellectual Property. "Intellectual Property" shall include, without limitation, any know-how, patents, patent applications, trade secrets, trademarks, and designs, all of them related to the Goods and/or services. Any Intellectual Property rights arising from or connected to the Goods and/or services belongs exclusively to ADM and may also extend to the Finished Goods, as the case may be. The sale of the Goods / Finished Goods and/or services by the HW Seller to the Buyer shall not be construed as granting, whether implicitly or explicitly, a license to the Buyer for use any of the Intellectual Property rights for compositions containing the Goods and/or applications of the Goods and/or services.

2.2 No Challenge. Buyer shall not challenge any ADM's Intellectual Property, whether registered or not, before courts or any public authorities, and shall withdraw any legal or administrative action and cease any activities initiated to that effect.

2.3 No Trademark License in the Absence of a Written Trademark License Agreement. Buyer acknowledges that ADM is the sole owner of all ADM trademarks. Buyer may resell Goods / Finished Goods bearing an ADM trademark only under the condition that the Goods / Finished Goods are unaltered and have not been removed from original packaging bearing the ADM trademark. Buyer acquires no license to any trademarks owned by or licensed to ADM for use in Buyer's labels or promotional materials including trademarks ADM uses for the Goods / Finished Goods when the Goods are combined with other ingredients to form a Buyer product or Finished Goods. Any use of ADM's trademarks by Buyer, whether for ingredient branding (i.e. using ADM's trademarks on the Finished Goods to indicate or advertise the Goods) or otherwise, shall require a separate written license agreement with ADM, laying down the guidelines for such use. Without such an agreement, any reference to the ADM Goods on Buyer's Finished Goods shall be made solely by the scientific/generic name of such ADM Goods. If Buyer wishes to use any of ADM's trademarks it shall contact ADM with regard to a Trademark License Agreement and provide ADM with information on the Finished Goods and specific countries where use under license is intended. It is at ADM's sole discretion whether such license shall be granted (but grant shall not be unreasonably withheld).

2.4 No Right to Register Trademarks or Similar Trademarks. Buyer shall not use or register any trademark that is identical or similar to or contains substantial elements of any ADM trademark. Buyer is obliged to cancel any such Buyer's trademark registration. ADM may also request Buyer to cooperate in good faith to immediately assign such trademark, together with any goodwill, at Buyer's own cost, to any entity named by ADM.

2.5 Patent License. The use of any of the Intellectual Property rights for compositions consisting or containing the Goods and/or applications of the Goods and/or services may require the granting of a patent license. The patent license terms shall be defined in the sales contract, including the permitted patent exploitation rights, without prejudice to the GTC set out in Part 1 including these Part 2 – Special Terms and Conditions "Health & Wellness".

2.6 Patent exploitation rights. Right to sublicense. Unless otherwise agreed with Buyer, ADM is the only entity entitled to manufacture the Goods for Buyer, regardless of the fact the Goods may conform Finished Products or not. The patent license may include Buyer's right to sublicense. Any sublicense shall not go beyond the permitted patent rights licensed to Buyer pursuant to the sales contract. Buyer shall impose all the obligations and limitations stated herein and the sales contract on its sublicensees and shall in any event be liable for any action or omission committed by its sublicensees which may result on a breach of all these terms as if such breach had been committed by Buyer.

2.7 No Reverse Engineering or Propagation. Buyer shall not analyse the chemical composition of the Goods, if the Goods are contained in Finished Products or not, or of the Finished Goods, for the purpose of reverse engineering the composition of the Goods. Where the Goods contain biological material, Buyer shall not extract or analyse the genetic composition nor reproduce or otherwise propagate the biological material. Unless expressly authorized by ADM in writing, Buyer shall not, directly or indirectly, reverse engineer, analyse or identify the Goods in any event, nor disassemble nor conduct any genetic sequencing or mapping, nor produce independently any of the Goods in whole or in part, for its own benefit or for the benefit of any third party, either conducted by Buyer or by a third party.

2.8 Buyer to Impose Obligations on Its Customers, Licensees or Affiliates. Buyer shall impose the obligations under this Part 2 on its customers, licensees or affiliates to which it sells the Goods / Finished Goods or which are using the Goods in their Finished Goods.

2.9 Liability of Buyer. In case of non-compliance with any of the terms under this Part 2, or of any unauthorized use of the Intellectual Property, the Buyer shall be exclusively liable to ADM. Buyer shall also hold ADM harmless of any third party claims and suits and compensate ADM for any damages and/or losses they suffered, to the extent arising out of any intentional or negligent breach of this Part 2 or any intentional or negligent unauthorized use of the Intellectual Property. Buyer shall, upon request of ADM, use its best efforts to mitigate any risk for ADM resulting from such breach of this Part 2 or unauthorized use of Intellectual Property.

2.10 In case of unauthorized use of the Intellectual Property of ADM in or with the Goods / Finished Goods, Buyer shall cease distribution of the Goods / Finished Goods, use of any ADM trademark or other Intellectual Property, or correct such use (including without limitation the recall of the Goods / Finished Goods already in the market), as may be requested by ADM. In case of any unauthorized use of ADM trademarks or a similar trademark according to clause 2.3 of this Part 2, Buyer is obliged to provide any evidence of such use in any given territory on request of ADM.

2.11 ADM reserves the right to discontinue deliveries hereunder of any material, including the Goods / Finished Goods, if, in the opinion of HW Seller, its manufacture, sale and/or use would infringe any patent or other intellectual property right. If the material sold under a sales contract is to be manufactured according to Buyer's specifications, Buyer shall indemnify HW Seller against any claims or liability for intellectual property infringement on account of such manufacture and sale.

2.12 Buyer acknowledges and agrees that the Goods / Finished Goods are supplied for further commercialization purposes, either as Goods or as Finished Goods, respectively. Buyer acknowledges and agrees that the Goods / Finished Goods or any part thereof, shall not be used in research or in any other activity not expressly permitted by HW Seller. Buyer shall not use the Goods / Finished Goods or any part thereof as part of Buyer's or its affiliates' or any third party's research nor shall Buyer or its affiliates claim the Goods / Finished Goods or any part thereof as part of Buyer' or affiliates' intellectual property rights derived therefrom (including without limitation applying for patent applications), amongst others, unless there is a written separate agreement with Buyer in that regard.

3. Applicable Law and Jurisdiction

Unless otherwise agreed, the sales contract shall be governed by Swiss substantive law, to the exclusion of its conflict of law rules. The applicability of the UN Convention on the International Sale of Goods is excluded. Any disputes arising from or in connection with sales contracts to which these conditions apply shall exclusively be settled in the courts having jurisdiction at Zurich, Switzerland.