

## General Terms and Conditions of Purchase - Tobien Trading GmbH

1. Validity of the general terms and conditions - The following terms and conditions alone and the law of Switzerland, shall apply for the purchase of goods and services by Tobien Trading GmbH. Should the general terms and conditions of business of the other party (hereinafter: Supplier) differ from these Purchase Conditions we shall only be bound by them if we have given our express written consent thereto. The supplier shall acknowledge our Purchase Conditions at the latest when execution of the delivery or other services begins.

2. Concluding a contract - Orders may be placed in writing or by e-mail, and they shall only be legally binding if they are confirmed in writing or by e-mail. The order is to be accepted by the supplier in writing or by e-mail. This shall not apply if our order is based on a binding offer made by the supplier.

3. Nature of the goods - The raw material specifications form an integral part of this agreement. The supplier guarantees to meet these. The supplier confirms as follows:

- Delivery of goods that comply with the Swiss and European regulations governing food, drugs and cosmetics, including their packaging. The supplier is responsible for quality and hygiene controls to guarantee that the agreed specifications are met throughout the whole and entire process (seeding, cultivation, harvest, drying, cleaning, warehousing, processing, transport, etc.) in line with Good Manufacturing Practice.
- The goods do not contain any additives and have not been treated with gas (in particular methyl bromide, nor ethylene oxide), nor ionising radiation.
- The goods do not contain any other substances which are harmful, nor endanger the health, nor foreign substances that cause nausea.
- The goods are not genetically altered and do not contain any genetically altered substances and compounds.
- The supplier guarantees that it has informed Tobien Trading GmbH in writing on possible allergens (inclusive cross-contamination) or allergenic ingredients in the meaning of Annex III a of Directive 2003/89/EC prior to conclusion of contract and that the product and the delivery documents have been marked accordingly.

4. Purchase made on the basis of sample approval or analysis approval - If a purchase is made on the basis of a sample and analytical results, the contract shall only become valid once the analyzed sample is approved by Tobien Trading GmbH. Tobien Trading GmbH has an approval period of 10 working days to grant or deny a purchase made on the basis of the received specimen, and an approval period of 20 working days for specimen that is to undergo analytical sampling after the sample has been received. Approval time begins the day after the same is received by Tobien Trading GmbH. On the day following the day on which the sample is received by Tobien Trading GmbH. If, after arrival of the product, it should turn out that the product contains defects which could not be ascertained by means of testing the pre-shipment / pre-delivery sample we reserve the right to report the product as being defective and to claim that it is in breach of contract.

5. Notification duties - The supplier shall notify Tobien trading GmbH without delay by submitting proof, if it appears that it will not be possible for him to render all or any of his performance as a result of forces beyond their control, bad harvests or reduced yields, or if this is already the case.

Should he fail to notify Tobien Trading GmbH, he shall have to allow himself to be treated as if he were responsible for the impossibility of performance.

6. Passage of title - The supplier guarantees that the product is not encumbered with third-party rights and that it does not infringe upon any rights of third parties, particularly property rights. Tobien Trading GmbH becomes the rightful owner and title owner of the product once it is handover and passes to us (receipt of the product).

7. Liability - In the event that claims are filed against Tobien Trading GmbH by a customer or customers or third parties based on product liability or other grounds caused by a defective product which we purchased from the supplier and marketed, the supplier shall indemnify us from all such claims and compensate us for any and all damages and losses thereby incurred (intellectually, physically, monetarily, etc.).

8. Packaging / marking - The supplier shall supply the product in packaging which is suitable for foodstuffs/drugs/cosmetics and safe for transportation. Each package shall be individually marked. The minimum requirements for the marking are:

- Tobien Trading batch or lot-number
- Product name
- Net weight

9. Confidentiality / Obligation to maintain secrecy - The supplier is obliged to keep all documents and information (verbally or in written format), diagrams and drawings he receives in strict secrecy. This information may only be divulged to third parties with our prior written consent. The obligation to maintain secrecy shall also apply after the end of the contract.

10. Place of fulfilment - The place of fulfilment for all rights and duties created by this contract shall be in the courts having jurisdiction where Tobien Trading GmbH has its principal place of business.

11. Place of jurisdiction - The place of jurisdiction for all disputes arising from this contract shall be the courts having jurisdiction where Tobien Trading GmbH has its principal place of business. Tobien Trading GmbH shall also be entitled to take legal action at the courts having jurisdiction where the supplier has his principal place of business.

12. Applicable law - This agreement shall be subject to the law of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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