

**GENERAL CONDITIONS OF SALE ROUQUETTE GMBH (Version 2023)**

All sales by Seller to Customer shall be exclusively governed by these General Conditions of Sale, unless otherwise stated in writing by Seller.

**3. DEFINITION**

**CMR** refers to the International Carriage of Goods by Road.  
**Commercial Terms** means commercial terms that are provided as part of the Seller's quotation.  
**Confidential Information** means all information provided by one Party or otherwise made known to the other Party in connection with the Contract and/or Order, that relates to the business, affairs, price, payment conditions, products, transformation or manufacturing processes, development, trade secrets, know-how, personnel, customers, prospects and suppliers of either Party whether designated as "confidential information" or not by a Party, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving Party in confidence or in good faith, (ii) disclosed by the disclosing Party, (iii) publicly disclosed by an entity other than the receiving Party under no duty of confidentiality or (iv) rightfully in the possession of the receiving Party without a duty of confidentiality prior to the receipt of such information.  
**Customer** means a customer as defined in section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) which is buying the Product from Seller.  
**Party** means either Seller or Customer. **Parties** mean collectively Seller and Customer.  
**Product(s)** means the Product(s) sold by Seller.  
**Order(s)** means the order(s) placed by Customer to buy Product from Seller.  
**Seller** means Rouquette GmbH, a corporation incorporated under the laws of Germany (HRB 15774) having its registered office at Hamburger Allee 14, 60486 Frankfurt am Main, GERMANY.

**4. ENTIRE AGREEMENT**

4.1 These General Conditions of Sale (the "Conditions"), together with the Commercial Terms contain the entire and exclusive agreement between the Parties as referred to herein as the "Contract Terms". If there is a conflict between the Conditions and the Commercial Terms, the Commercial Terms shall prevail. All terms and conditions contained or referenced in any prior or subsequent oral or written communication, including without limitation, e-mails, phone calls, faxes, letters, notices, orders, purchase orders, quotations or orders, which might exist on any platform designated by the Customer, the Seller will be forced to accept in order to be able to complete any administrative referencing process and/or to submit any quotation or order. All commercial documents and communications that are different from or in addition to the Contract Terms, are hereby rejected and shall not be binding on Seller, and Seller hereby agrees thereto.

4.2 Commercial Terms in themselves shall be deemed to be of a non-binding nature, unless otherwise expressly designated as binding by Seller.  
4.3 No addition to, or alteration or modification of, the Contract Terms shall be valid unless made in writing signed by an authorized representative of each Party specifically referring to the Contract Terms.

4.4 Customer shall be deemed to have accepted and agreed to the Contract Terms by placing an order to the Parties, whether or not referred to in such Order. Except as otherwise agreed in writing, any acceptance of the price stated in the Commercial Terms from Seller by return signature or email confirmation, or any Order placed afterwards will imply the tacit acceptance of all terms of the same and the applicable Conditions referenced herein.

**5. COMMERCIAL TERMS, ORDER AND CONFIRMATION ORDER**

5.1 Except as expressly provided otherwise in the Commercial Terms, the quantities indicated in the Commercial Terms are non-binding for both Parties. This means for the avoidance of doubt that acceptance of the Commercial Terms does not constitute a supply agreement in itself and does not create any contractual obligations or contractual rights for performance either for the Seller or for the Customer until Orders are placed accordingly by the Customer and are expressly accepted by Seller.

5.2 The Order placed by Customer is deemed a legally binding offer to conclude a contract. Seller will send a confirmation of receipt of the Order and/or another document issued by the Seller to the Customer, unless expressly stated otherwise. The contract is concluded only by the formal submission of the declaration of acceptance by Seller, which is separate from the Order confirmation. The contract is different from or in addition to the content of the contract ("Contract"). Orders placed by the Customer will generally not be accepted if they do not respect the prices, lead times and other terms and conditions indicated by Seller in the non-binding quotation. Unless Customer's Order is amended, Seller will not be bound by the conditions stated in the Order (Monday to Friday, regardless of public holidays) from the date on which it is received. After the expiry of this period, the Order is voided and, thus, deemed rejected.

5.3 The Parties may use for the order process an electronic data interchange (EDI) which is a digital instrument allowing to exchange data (orders, contracts etc.) between the Seller and the Customer instead of using paper documents or emails. In such a case, Orders will be processed automatically by Seller. In case of incompatibility or rejection of the Order for whatever reason, Seller will inform Customer in due course. The Seller will issue the Confirmation of Receipt and/or the Order Confirmation via EDI.

5.4 Seller will supply the Product to the Customer, up to the volume expressed in the Commercial Terms and as per the pricing agreed in the Commercial Terms. Should Customer need more volumes than those expressed in the Commercial Terms, please contact Seller in advance. The quantities indicated in the Commercial Terms shall be agreed between the Parties. Seller cannot be held liable anyhow, for any reason whatsoever, in case Seller is not able to supply Customer with those extra volumes.

**6. MODIFICATION OR CANCELLATION OF ORDERS**

Customer may not cancel, alter, or suspend delivery of this order below lead time, except with Seller's written consent, such modification or cancellation being subject to any such charge. No cancellation is permitted after the shipment of the Products.

**7. QUANTITY, TIMING AND DATE OF DELIVERY**

7.1 Except as expressly provided otherwise in the written Commercial Terms, the quantities indicated in the Commercial Terms, are non-binding for both Parties. This means for the avoidance of doubt that acceptance of the Commercial Terms does not constitute a supply agreement in itself and does not create any contractual obligations or contractual rights for performance either for the Seller or for the Customer until Orders are placed accordingly by the Customer and are expressly accepted by Seller.

7.2 In the Commercial Terms 6.1 above, Seller will supply the Product to the Customer, up to the volume expressed in the Subject to clauses 6.1 and as per the pricing agreed in the Commercial Terms or, when relevant, as per the forecast to be agreed between the Parties. The quantities indicated in the Commercial Terms shall be agreed between the Parties. Seller cannot be held liable anyhow, for any reason whatsoever, in case Seller is not able to supply Customer with those extra volumes.

7.3 The Customer acknowledges, in a quarterly basis, any quantity of products not called for by the Customer as per the phasing for such quarter and the agreed lead time will not be reserved to the Customer and therefore may not be available to it at any later date. Accordingly, the quantity negotiated in the Commercial Terms will be reduced without any recourse of action against Seller, except as determined and available by Seller.

7.4 In each case, delivery times are indicated as precisely as possible but depend on Seller's procurement, production, transportation and other responsibilities. It is in particular Customer's responsibility to send to Seller in due time and in the correct format all documents, data, samples, models, and any other information and terms to be provided by it, and, where applicable, to meet the technical, structural, staffing and organisational requirements for the delivery of the Products (including, but not limited to, fitting, installation, commissioning, configuration/adjustment).

7.5 Seller is entitled to provide partial performance if (a) partial performance can be used by Customer in the context of its contract and (b) the provision of the remaining performance is ensured.  
7.6 Seller's statutory rights, in particular concerning any extension of its obligation to provide performance (e.g. due to the performance and/or subsequent performance (Nacherfüllung) being impossible or unreasonable) and due to any delay in acceptance or performance on the part of the customer, remain unaffected.  
7.7 If, for whatever reason, delivery or performance by Seller is delayed or becomes impossible for it, any liability Seller may have for damages is limited in accordance with clause 13 below.

**8. DELIVERY, TRANSPORTATION AND INSPECTION**

8.1 Except as otherwise provided in the Commercial Terms, Products shall be delivered CIF/CFR place of delivery (INCOTERMS 2020) as set out in the Commercial Terms.  
8.2 Risk of loss will pass to the Customer when the Product is delivered by the applicable INCOTERM. irrespective of whether title to the Products remains vested in Seller in accordance with clause 7.  
8.3 The Product shall be packed for shipment in accordance with Seller's packaging data sheet or any other specification signed by Seller in a manner sufficient to ensure the integrity of the Product. Unless otherwise agreed, warranty regarding the packaging of the Product is only given as compliance with local legislation in the manufacturing and shipping countries.  
8.4 Customer is responsible for the transport in accordance with the INCOTERM applicable due to a deviating agreement in the Commercial Terms.  
8.5 Customer shall ensure that its carriers are fully compliant with all laws and regulations applicable to them and requirements applicable to EFSA (European Feed and Food Ingredients Safety Certification) or equivalent standards.  
8.6 As a matter of principle, national VAT is applicable and due on the price of the sale of goods/services, whatever can be the VAT status of the Customer (registered or not for VAT purposes). As an exception, some shipment will be exempted from VAT or from any equivalent goods and services tax provisions subject to conditions provided by law. In this case, and upon formal acceptance of the Seller, Customer shall justify by means of acceptable tax documents the exemption from VAT or from any equivalent goods and services tax, in accordance with the applicable law. Consequently, Customer shall provide Seller, with at first request, all necessary and useful information to determine that the Products are intended to leave the national territory, all profits of deliveries and any other benefits are intended to be transferred to other entities in the national territory, otherwise Seller will submit the delivery of Products to national VAT.  
8.7 In case of no show on the pickup slot agreed in advance between the Parties, a lump sum may be applied by the Seller to the Customer and/or to the provision of the remaining performance is ensured.  
8.8 Customer shall unload tank cars promptly on delivery. Any claim for missing Product and/or transport damage must be lodged in the CMR or any other transport document signed by Customer on reception of the Product. Picture of transport damage must be immediately sent to the Seller. Except as otherwise provided in the INCOTERM, in no event shall Seller have any liability for its selection of any carrier (to the extent that the selection has been made with the due care of a prudent businessperson), any damage or loss occurring subsequent to delivery, to a carrier.

8.9 Customer must carefully examine all Products without undue delay upon delivery and in each case discovered. Any visible defects, other than missing Products and/or transportation damages, or any defects before use as a result of such inspection, must be notified immediately to Seller for discovery and in any case before use of the Product in writing (by fax or e-mail). Such notification must include pictures of the visible defects. Inspection of the Product after delivery may not be limited to external appearance and delivery documents, but an exact also include an inspection of the internal appearance, at all times, unless otherwise agreed. If the Seller is to inspect the Product prior to or after delivery, any defects in due time, Seller's warranty obligation and any liability for the defect concerned is excluded. None of Seller's statements, acts or omissions are to be understood as constituting any waiver of the requirements and legal consequences of sections 377 and 381 German Commercial Code and the provisions of this section.  
8.10 For bulk Products, following the unloading, the weight of the Product transferred into the Customer's tanks might vary from plus or minus 0.5% compared to the weight reported on the transport document. For sake of clarity, weight ascertainment is not required for non-bulk Products, such as sachets, unless otherwise agreed, which will allow Customer to claim additional shipment and/or seek compensation in whatever form.  
8.11 With regard to other defects which are not visible or not discovered as a result of a duly inspection according to Section 6.6, the Product is approved by the Customer if the defect is not discovered by a duly inspection according to defects within 5 (five) days of the time at which the defect became apparent.  
8.12 In the event a defect in the Product is discovered for which Seller is responsible as provided in these Conditions, Customer shall notify Seller in writing of the defect. Customer shall disclose to Seller in writing any information that a defect exists. Customer's sole remedy shall be as set out in Section 8 or by law.

**9. RESERVATION OF TITLE**

9.1 Seller reserves title to the Products sold until full payment of all its current and future claims under the purchase contract or other ongoing business relationship. **Secured Claims**  
9.2 The delivered Products remain Seller's property until full payment of the Secured Claims. These Products, or the items that replace them also covered by the reservation of title in accordance with the following provisions, are hereby reserved to Seller.  
9.3 If Customer intends to transfer the Reserved Goods to a location outside Germany, it is obliged to meet, without undue delay, any and all statutory requirements there for the creation and maintenance of Seller's security interest in order to inform Seller of the intended transfer of the Reserved Goods.  
9.4 Customer will ensure that the Reserved Goods are free of charge and must treat them with care. Any processing and treatment of the Products (section 960 German Civil Code) is always carried out by Seller as manufacturer, on its behalf and for its account without undue delay. Customer does not acquire any ownership or other rights in indirect ownership of the new item. If Seller's Reserved Goods are processed into a new item with other goods, Seller acquires co-ownership in the ratio of the invoice value of such Reserved Goods to the value of the other goods. If the new item is the result of a processing, installation or integration, it hereby assigns its rights to Seller and will store the item for Seller with due commercial diligence (kaufmännische Sorgfalt). Seller hereby accepts this transfer of rights. If the Reserved Goods are combined with (section 947 German Civil Code) or integrated into (section 948 German Civil Code) or mixed with items not belonging to Seller, Seller acquires direct co-ownership of the newly created item in the ratio of the value of the Reserved Goods (gross invoice value) to the value of the other combined, integrated or mixed items. Seller hereby agrees to this transfer of rights. If the Reserved Goods are to be seen as the main item, Seller acquires direct sole ownership (section 947(2) German Civil Code). If one of the other items is to be considered the main item, Customer, to the extent that the main item belongs to a hereby transfers proprietorship ownership in the combined item to Seller, which hereby accepts this transfer of ownership.

9.5 The Reserved Goods may only be resold in the course of business conducted in compliance with regulations, but not longer if Customer is in default or has stopped making payments. Customer's claims arising from the resale of the Reserved Goods, in whatever condition, are hereby assigned to Seller as security together with all ancillary rights. Customer is entitled to collect the receivables until Seller revokes its authorisation, which Seller may do at any time. The authorisation to collect receivables also expires without requiring express revocation in the event of default, contested cheques or bills of exchange, and if Customer stops making payments. As Seller's request, Customer must notify this assignment to its clients and provide Seller with the documents required to effect the assignment.  
9.6 If Seller withdraws from the contract in accordance with the applicable statutory provisions due to conduct of Customer in breach of the contract, in particular due to payment default (enforcement event), Seller is entitled to demand that Customer return the Reserved Goods at its own costs to Seller. Seller's right of withdrawal is the latest indicated in its demand for the return of the Reserved Goods; this is also the case if Seller attaches the Reserved Goods. Customer bears the transport costs incurred for the Seller taking back the Reserved Goods. If the Reserved Goods are taken back by the Customer, the Seller is entitled to demand that the Customer has deducted an appropriate amount for the costs of realisation, be set off against the amounts Customer owes to Seller.

9.7 Seller is not entitled to pledge the Reserved Goods, transfer ownership of them as security or use them for sale-and-leaseback transactions. If the commencement of insolvency proceedings is filed for and/or third parties obtain access to the Reserved Goods (e.g. attempts at attachment), Customer must clearly indicate its own assets and liabilities to the Seller in writing. If the commencement of insolvency proceedings is filed for and/or third parties obtain access to the Reserved Goods (e.g. attempts at attachment), Customer must clearly indicate its own assets and liabilities to the Seller in writing. If the commencement of insolvency proceedings is filed for and/or third parties obtain access to the Reserved Goods (e.g. attempts at attachment), Customer must clearly indicate its own assets and liabilities to the Seller in writing. If the commencement of insolvency proceedings is filed for and/or third parties obtain access to the Reserved Goods (e.g. attempts at attachment), Customer must clearly indicate its own assets and liabilities to the Seller in writing. If the commencement of insolvency proceedings is filed for and/or third parties obtain access to the Reserved Goods (e.g. attempts at attachment), Customer must clearly indicate its own assets and liabilities to the Seller in writing.

**10. WARRANTY**

10.1 Unless stated or supplemented otherwise in these Conditions, the relevant statutory provisions apply to the Products for rights in the event of material defects and defects in title (including incorrect or short deliveries, contractual assignments).

10.2 For food Products, unless formally instructed by the Customer otherwise, and formally agreed by Seller, Products will be manufactured in compliance with applicable European and German General Food regulations.

10.3 For pharmaceutical Products, unless otherwise specified in the Product Specification Sheet, our Products have been designed and assessed only for oral routes of administration. Any other usage or intention to use the Product in any other route of administration by the Customer shall be under its sole responsibility.  
10.4 Seller does not warrant that the Products are free of contamination or adulteration. The Products, in their initial packaging will comply in all material respects with (i) Seller's standard specifications for the Products and with (ii) the applicable regulation in the manufacturing country and the delivery country, unless otherwise mutually agreed in writing between the Parties. Seller's quality and regulatory compliance is not intended to be a representation as to the accuracy of such matters. Unless expressly agreed otherwise, (a) Seller's Products and services only have to comply with the statutory requirements applicable in Germany and (b) Customer alone is responsible for the integration and further adaptation of the Seller's integration requirements. Biological variations in the shape, colour and structure of Products and variations caused by processing do not constitute defects unless such characteristics are expressly guaranteed as properties or the quality deviation goes beyond the reasonable expectations of the Customer.

10.5 Seller warrants that any services associated with the Product performed by it, on its behalf, as allocated in this Contract, have or will be performed with reasonable care and skill.  
10.6 In case of bulk delivery, there is no warranty after the unloading of the Product by Customer, unless Customer provides the responsibility of Seller.

10.7 Seller shall not provide any warranty concerning the absence of any defect, whether latent or not in the Products if used after the shelf life and/or expiry date and before date and/or expiry date.  
10.8 Seller shall not be liable for the use of the Products in a manner that is not intended or for which it was not designed. Seller shall not be liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed. Seller shall not be liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed.

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order of a competent authority provided a prior written notification to the other Party and the Confidential Information remains subject to the obligations of confidentiality and restrictions on use contained herein except with respect to this specific disclosure.  
13.5 Each Party will ensure that its respective employees, agents and contractors to whom Confidential Information is disclosed are made aware of its confidentiality obligations and agree to be bound by them.  
13.6 Obligations under this Section 11 shall survive until the Confidential Information becomes part of the public domain.

**14. INTELLECTUAL PROPERTY**

14.1 All rights in any intellectual property, including but not limited to, any patents, trademarks, copyrights or other intellectual property rights are granted by Seller to Customer, or by Customer to Seller hereunder. Seller has not licensed or provided and does not hereby license or provide Customer the right to use any logo, trademark, or other intellectual property rights in the Products or in connection with the Products.  
14.2 For avoidance of doubt, all intellectual property rights in and in relation to the Products shall be and remain the sole and exclusive property of Seller (or its licensors). Customer shall not acquire any intellectual property rights in the Products by virtue of the Contract or any Order entered into hereunder.  
14.3 Customer must not sell any Products to any third parties unapproved, unless Seller has granted its prior written consent or Customer replaces and renames such Products to that no logos, names or trademarks of Seller are mentioned in such third party. In addition, thus, such resale of the Products shall be under the sole responsibility of the Customer.

**15. LIMITATION OF LIABILITY**

15.1 Seller is liable, on any legal ground, for direct material damages or bodily injuries caused by any intentional or grossly negligent breach of duty by itself or by one of its legal representatives or agents when supplying the Products to the Customer.  
15.2 Seller is not liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed. Seller shall not be liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed. Seller shall not be liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed.  
15.3 Seller is only liable (subject to a more lenient standard of liability under statutory provisions) for damage resulting from the breach of material contractual obligations. Material contractual obligations are those obligations that result from the proper use of the Contract in the first place and on which Customer regularly relies and may rely. In this case, however, Seller's liability is limited in amount to the damage typical for the contract and foreseeable at the time the Contract was concluded. This does not apply to damage caused by injury to life, limb or health, or if the damage is caused by a defect in the Product or by a defect in the Contract. Any damage Seller is contractually liable for under this third party. In addition, thus, such resale of the Products shall be under the sole responsibility of the Customer.  
15.4 Seller is liable, on any legal ground, for direct material damages or bodily injuries caused by any intentional or grossly negligent breach of duty by itself or by one of its legal representatives or agents when supplying the Products to the Customer.  
15.5 Seller is not liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed. Seller shall not be liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed. Seller shall not be liable for any damage or injury to persons or property caused by the use of the Products in a manner that is not intended or for which it was not designed.  
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