ROQUETTE
Offering the best of nature™

GENERAL CONDITIONS OF
SALE ROQUETTE 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" means Contract for 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 process, developments, 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 without using the confidential information of the disclosing party, (ii) publicly disclosed by an entity other than the receiving Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving party without a duty of confidentiality prior to the receipt of such information;
"Customer" means a company within the meaning of section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB) which is buying the Product from Seller;
"Party" means either Seller or Customer; "Parties" means 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 Roquette 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**
4.4 These General Conditions of Sale (the "**Conditions**"), together with the Commercial Terms contain the entire and exclusive agreement between the Parties and, are 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, terms and conditions contained in an Order or another document issued by the Customer or, which might exist on any platform designated by the Customer, the Seller would be forced to accept in order to be able to complete any administrative referencing process and/or to submit any quotation or any other commercial document, whether or not in the course of a bid, which are different from or in addition to the Contract Terms, are hereby rejected and shall not be binding on Seller, and Seller hereby objects thereto.
4.5 Commercial Terms in themselves shall be deemed to be of a non-binding nature, unless otherwise expressly designed as a binding offer.
4.6 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.
4.7 Customer shall be deemed to have full knowledge of the Conditions herein. These Conditions shall apply to all Orders, 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 afterward will imply the tacit acceptance of all terms of the same and the applicable Conditions referenced herein.

5. **COMMERCIAL TERMS, ORDER AND CONFIRMATION ORDER**
5.4 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.
5.5 The Order placed by Customer is deemed a legally binding offer to conclude a contract. Seller will send a confirmation of receipt ("Confirmation of Receipt"). Such Confirmation of Receipt only documents that the Order placed by Customer has been received and does not constitute an acceptance of such Order, unless expressly stated otherwise. The contract is concluded only by the formal submission of the declaration of acceptance by Seller, which is sent separately ("Order Confirmation"). The content of the Order Confirmation determines 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 Offer states otherwise, we can accept it or reject it within 21 (twenty-one) working days (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. The
5.6 The Parties may use for the order process an electronic data interchange (EDI) which is a digital instrument allowing to exchange data (offers, contracts etc.) between the Seller and the Customer instead of using paper document 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.
Orders placed by any other means of communication than EDI shall be issued in writing. Such Orders shall only be considered definitive once a written and signed Order Confirmation has been sent by Seller.
5.7 Seller will supply the Product to the Customer, up to the volume expressed in the Commercial Terms and as per the phasing agreed in the Commercial Terms. Should Customer need more volumes than those expressed in the Commercial Terms, phasing, quantities, those extra volumes be subject to availability of the Products and to new Commercial Terms to 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 cancelation being subject to any surcharge. No cancellation is permitted after the shipment of the Products.

7. **QUANTITY, TIMING AND DATE OF DELIVERY**
7.4 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.
7.5 Subject to clause 5.1 above, Seller will supply the Product to the Customer, up to the volume expressed in the Commercial Terms and as per the phasing agreed in the Commercial Terms or, when relevant, as per the forecast to be agreed between the Parties. For sake of clarity, in the absence of such forecast, the Customer's potential needs will be considered as the total volumes expressed in the Commercial Terms evenly spread. Should Customer need more volumes than those expressed in the Commercial Terms, phasing considered, delivery of those extra volumes is subject to availability of the Products and to new Commercial Terms to 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.
7.6 The Customer acknowledges and accepts that, on a quarterly basis, any quantity of products not called off 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 made available by Seller.
7.7 In each case, delivery times are indicated as precisely as possible but depend on Seller's procurement, production, transportation and storage possibilities Unless the delivery date has been expressly specified in writing as binding, the dates provided by Seller are only estimated delivery dates and are non-binding. Seller will confirm the delivery date when the Products are ready to be dispatched. If it becomes foreseeable for Seller that an estimated delivery date cannot be met, Seller will notify Customer of this without undue delay and inform Customer of the new estimated delivery date. In no event shall the Seller be liable for any delays.
7.8 Delivery dates are extended automatically to a reasonable extent if Customer does not meet its contractual obligations or other duties to cooperate or 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 items to be provided by it and, where applicable, to meet the technical, structural, staffing and organisational requirements for the assembly of Products or for similar services (e.g., fitting, installation, commissioning, configuration/adjustment).
7.9 Seller is entitled to provide partial performance if (a) partial performance can be used by Customer in the context of its contractually agreed intended use, and (b) the provision of the remaining performance is ensured.
7.10 Seller's statutory rights, in particular concerning any exclusion 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.
7.11 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**
8.4 Except as otherwise provided in the Commercial Terms, Products shall be delivered CIP/CIF place of delivery (INCOTERM 2020) as set out in the Commercial Terms.
8.5 Risk of loss will pass to Customer in accordance with the applicable INCOTERM, irrespective of whether title to the Products remains vested in Seller in accordance with clause 7.
8.6 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 to compliance with local regulation in the manufacturing and shipping countries.
8.7 When Customer is responsible for the transport in accordance with the INCOTERM applicable due to a deviating agreement in the Commercial Terms,
(a) Customer shall ensure that its carriers are fully compliant with all laws and regulations applicable to them and requirements applicable to EFISC (European Fead and Food Ingredients Safety Certification) or equivalent's standards.
(b) 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 involved can 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 all means, acceptable by Seller, the reality of the shipment or transport of Products outside the national territory, in accordance with the applicable law. 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 proofs of deliveries and shall not assign the right to ship the Products to other entities in the national territory; otherwise Seller will submit the delivery of Products to national VAT;
(c) In case of no show on the pickup site, without advance between the Parties, a lump sum may be applied by the Seller to the Customer and/or Seller may cancel the Order after several no show;
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 required by the applicable INCOTERM, in no event shall Seller have any liability for its selection of any carrier (to the extent that this selection has been made with the due care of a prudent businessman), any damage or loss occurring subsequent to delivery, to a carrier, or any actions of any carrier.
8.9 Customer must carefully examine all Products without undue delay upon delivery and in each case before use. Any visible defects, other than missing Products and/or transportation damages, or any defects discovered as a result of such inspection must be notified within five (5) days of the 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 defect. The inspection of the Product after delivery may not be limited to external appearance and delivery documents, but must also include an examination of quality and functionality, at least with random samples. If Customer fails to inspect the Product properly or notify Seller of any defects in due time, Seller's warranty obligation and any other 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 clause.
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 ascertained at time of dispatch will be used for invoicing. Under no circumstances, such fluctuation 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 Products are deemed to have been approved by the Customer if Seller does not received notification of 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 not sell, use or mix the Products following such discovery. If Customer establishes that a defect exists, Customer's sole remedy shall be as set out in Section 8 or by law.

9. **RESERVATION OF TITLE**
9.4 Seller reserves title to the Products sold until full payment of all its current and future claims under the purchase contract and any ongoing business relationship ("**Secured Claims**").
9.5 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 referred to hereinafter as "**Reserved Goods**".
9.6 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 reservation of title at its own expense and to inform Seller without undue delay about the aforementioned intention.
9.7 Customer will store the Reserved Goods free of charge and must treat them with care. Any processing and treatment of the Products (section 950 German Civil Code) is always carried out for Seller as manufacturer; co its behalf and for its account, without obliging Seller. Customer does not acquire any ownership. Seller acquires indirect ownership of the new item. If Seller's Reserved Goods are processed into a new item with other goods, Seller acquire co-ownership in the ratio of the invoice value of such Reserved Goods to the value of the other goods. The new item is subject under the same conditions to the Reserved Goods. To the extent that co-ownership arises for Customer as a result of 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 at the time these are combined, integrated or mixed. 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 it, hereby transfers proportional ownership in the combined item to Seller, which hereby accepts this transfer of ownership.
9.8 The Reserved Goods may only be resold in the course of business conducted in compliance with regulations, but no 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. At Seller's request, Customer must notify this assignment to its clients and provide Seller with the documents required in order to enforce its claims.
9.9 If Seller withdraw 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 returns the Reserved Goods at its own costs to Seller. Seller's notice of withdrawal is at the same time included 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. Seller may realise the Reserved Goods taken back by itself. The proceeds from this realisation will, after Seller has deducted an appropriate amount for the costs of realisation, be set off against the amounts Customer owes to Seller.
9.10 Customer 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 ownership of them without undue delay and notify Seller without undue delay so that it can enforce its rights. If the commencement of insolvency proceedings is filed for, Seller is entitled to demand a list of its Reserved Goods.

10. **WARRANTY**
10.4 Unless stated or supplemented otherwise in these Conditions, the relevant statutory provisions apply to Customer's rights in the event of material defects and defects in title (including incorrect or short deliveries, incorrect assembly or user instructions).
10.5 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.
10.6 For pharmaceutical Products, unless otherwise specified in the Product Specifications Sheet, our Products have been designed and assessed only for oral route 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.
10.7 Seller warrants that (subject to the other provisions of these Conditions), upon delivery 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 Customer and a qualified representative of Seller's quality and specifications by reference to Customer's specifications in the Order. Any descriptions, illustrations or information contained in Seller's publications or advertising are issued or published for the sole purpose of giving an approximate idea of the Products and/or services described therein and will not form part of any Contract or be deemed to constitute 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 processing of Products (customer's integration responsibility). 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 normal level.
10.8 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.
10.9 In case of bulk delivery, there is no warranty after the unloading of the Product by Customer, unless Customer proves the responsibility of Seller.
10.10 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/or best before date and/or retest date.
10.11 If, after receipt of a written notice asserting noncompliance, Seller determines that Product did not meet the warranty specified above, Customer may, at Seller's expense and upon receiving prior written authorization from Seller, deliver such Product to a facility designated by Seller, Seller shall at its option replace the Products or return to Customer a credit in the amount of the price paid for the Products. This replacement or refund does not apply to Products misused or damaged because of accident or improper handling, shipping damage, or failures unrelated to Seller's facilities. Seller's liability, and Customer's exclusive remedy, for Products, whether under warranty, contract, tort (including negligence), or otherwise, is expressly limited to the foregoing, and shall not in any event exceed the original invoiced price of the Products. As herein provided and upon the expiration of the period specified above, all such liability shall terminate. Any such refund or replacement is conditional upon the original Products being returned to Seller or destroyed by Customer, if required by Seller, and provided the destruction is proven by Customer. Seller has the right to demand and test samples of any Products in relation to which Customer makes a quality claim, as well as inspect the site Customer has stored such Products.
10.12 Seller is entitled to take measures to remedy defects dependent on Customer paying any purchase price which may be due. Customer is, however, entitled to withhold an appropriate part of the payment proportionate to the (alleged) defect during the rectification measures.
10.13 Seller shall not be liable according to this Section 8 if :
(a) Customer makes any further use of such Products after giving a notice of defect;
(b) the defect arose because Customer failed to follow Seller's instructions, including, without limitation, any instructions relating to the movement, storage, handling or use of the Products or, if there are none, good trade practice.
10.14 Quality or shelf-life guarantees are only issued by Seller in writing.
10.15 Seller makes no other warranty of any kind, express or implied, statutory or otherwise, concerning the Products, including, without limitation, the implied warranties of fitness for a particular purpose or merchantability or the results to be derived from the use of the Products. Customer assumes all risks and liability for
(a) results obtained by the use of the Product purchased hereunder, whether used as delivered or in combination with other products;
(b) determining fitness for use in, or in conjunction with, other products;
(c) the truthfulness and accuracy of Customer's marketing and advertising of any product of Customer into which Seller's Product may be incorporated;
(d) obtaining governmental health, safety, environmental or other approvals for utilization.

11. **PRICE AND TERMS OF PAYMENT**
11.4 Products are invoiced according to either the applicable price in the Commercial Terms or, if no Commercial Terms are available, in accordance with the last Seller's commercial offer valid at the date of Customer's Order. Product price shall be in the currency contained in such Commercial Terms or in accordance with the last Seller's commercial offer valid at the date of Customer's Order. The invoice will be issued upon shipment of the Product.
11.5 Any service the Customer may need, in particular relating to special delivery conditions, that is not included in the Commercial Terms, shall be subject to formal acceptance of Seller and is subject to additional fees.
11.6 In the event of a change in any law or government-enacted regulation or decree, circumstances of an economic nature, or any other exceptional event, unforeseeable at the time of the conclusion of the Order/Contract, and foreign to the Seller's company, which would have the effect of upsetting the economic bases of the commercial relationship existing between the Parties to the point of making it seriously prejudicial and/or difficult for one and/or the other Party to perform their obligations, the Parties undertake to renegotiate the existed before the occurrence of this change in circumstances. The Parties agree to meet no later than eight (8) days after the date of receipt or, in the absence of receipt, the date of first presentation of the registered letter with acknowledgement of receipt sent by one of them to the other and formulating a request for renegotiation. The renegotiation shall not exceed thirty (30) days and the Parties agree that the renegotiation shall be carried out in good faith, and in particular, without any wrongful conduct impeding the circumstances. If no agreement is reached at the end of the renegotiation period, the commercial relationship will be terminated by operation of law at the request of either Party. Such early termination shall take effect upon the expiration of a thirty (30) day notice period. Obligations owed by either Party prior to the occurrence of the change in circumstances shall be performed under the terms and conditions applicable prior to such occurrence.
11.7 Except as otherwise provided in the Commercial Terms, the payment term shall be 30-days NET from the issuance of Seller's invoice.
11.8 If Customer fails to pay within the due date, interest on arrears shall be charged for the outstanding amounts at the rate of nine (9) percent above the respective base interest rate p.a. In addition, Seller may claim a lump sum of EUR 40 (excluding VAT) for collection costs. Furthermore, in addition to any remedy Seller may have, Seller may suspend the performance of the Contract and/or Order until full payment, without any indemnity to Customer.
11.9 Notwithstanding any other rights made available to the Seller herein, if at any time, Customer's financial responsibility or position becomes impaired, Seller may require cash payment or satisfactory security or amend or suspend credit terms before further manufacture, shipment or delivery is made.
11.10 If at any time before delivery, Customer fails to pay for any Products previously delivered in accordance with the terms of sale, Seller may exercise its defaults remedies, for example by withholding any undelivered portion of the Order/Contract.

12. **FORCE MAJEURE**
12.4 With the exception of Customer's payment obligations, which remain unchanged under this Section, no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Order/Contract, for any failure or delay in fulfilling or performing any term of this Order/Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (the "Impacted Party") control, including, but not limited to, the following force majeure events (the "Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockade; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice within reasonable time of knowledge of the Force Majeure Event, to the other party, stating the period of time the occurrence is expected to continue.
12.5 Any incorrect or late delivery to Seller by one of its suppliers also constitutes such an event if Seller is in each case not responsible for this and at the time the Contract was entered into an appropriate hedging transaction with Customer was concluded with the relevant upstream supplier. This also applies if Seller concludes the hedging transaction without undue delay after the conclusion of the Contract with Customer.
12.6 In the case of such events, delivery deadlines are automatically extended for the duration of the event plus an appropriate lead time. Seller is also entitled to withdraw from the Contract if such events make it significantly more difficult or impossible for itself to render performance and are not merely temporary in nature. If, as a result of the delay caused by such an event, Customer can no longer be reasonably expected to accept the performance, it can also withdraw from the Contract by giving written notice of this without undue delay; Customer can no longer be reasonably expected to accept performance only if the expected new delivery date is later than 30 calendar days after the originally envisaged delivery date or is unforeseeable.

13. **CONFIDENTIALITY**
13.4 Unless otherwise agreed in writing between the Parties in any specific non-disclosure agreement, each Party shall not use or disclose any of the other Party's Confidential Information other than for the sole purpose of the performance of the Contract and/or the Order, nor issue any press release or public announcement regarding the existence, subject matter or terms of the Contract and/or the Order, unless required by law or pursuant to an 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**
14.4 No licenses, express or implied, under 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 of Seller or any other third party.
14.5 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.
14.6 Customer must not sell any Products to any third parties unprocessed, unless Seller has granted its prior written consent or Customer repacks and renames such Products so that no logos, names or trademarks of Seller are communicated to such third party, and thus, such resell of the Products shall be under the sole responsibility of the Customer.

15. **LIMITATION OF LIABILITY**
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.
In the event of a mere simple or slightly negligent breach of duty by Seller or one of its legal representatives or agents, 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 which enable the proper performance 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 defect has been fraudulently concealed.
15.5 Provided that Seller is liable pursuant to clause 13.1 above, its liability is limited to the lesser amount between (i) an amount of EUR 1 million per event and per calendar year or (ii) the total value of the Contract. Any damage exceeding this amount is neither typical for the type of contract in question, nor is it foreseeable at the time the contract was concluded.
15.6 In the event of a merely negligent breach of duty- Seller shall not be held liable for loss of profit, loss of business, costs incurred or payments allowances provided to third parties, any (consequential), incidental, special or punitive damages or other indirect damages.
15.7 The limitations of liability in accordance with clauses 13.2 and 13.3 above do not apply to the extent that Seller fraudulently conceals a defect, has assumed a guarantee for the quality of Products or has assumed any procurement risk. Furthermore, any mandatory statutory liability, in particular under the German Product Liability Act (*Produkthaftungsgesetz*, ProdHaftG), remains unaffected.
15.8 Each Party shall indemnify the other Party from and against any claims, demands, proceedings and causes of action resulting from such Party's non-compliance with any applicable laws, negligence and misconduct in the performance of or in compliance with any of its obligations under the Contract and/or the Order. This Section 13 shall survive the expiration or termination of the Contract and/or the Order.

16. **SPECIAL RIGHT OF WITHDRAWAL**
Each Party may withdraw from the Contract and/or any Order at any time upon the occurrence of any of the following events: (a) Customer stops making payments to its creditors; (b) Customer itself requests the commencement of insolvency proceedings with regard to its assets; (c) this is permissibly requested by Seller or another creditor; (d) preliminary insolvency proceedings are commenced; (e) they are conclusively commenced; or (f) the request is rejected due to insufficient assets; (g) other Party's failure to cure any other breach of the Contract and/or any Order within sixty (60) days of receiving written notice requiring it to do so; (h) other Party's proves to be non-compliant with the terms set out in Section 17.

17. **STATUTE OF LIMITATIONS**
By way of derogation from section 438(1) no. 3 of German Civil Code, and subject to clauses 6.6, 6.8 and 6.9, the limitation period for all claims based on material defects and defects in title, including non-contractual claims, is 1 (one) year commencing upon delivery. This does not, however, apply to any intentional or grossly negligent breach of duty, injury to life, limb or health, fraudulent concealment of a defect and claims under the German Product Liability Act; the relevant statutory limitation period exclusively applies in these cases.

18. **APPLICABLE LAW, JURISDICTION AND DISPUTES**
18.4 The Contract and/or any Order shall be subject to the laws of the Federal Republic of Germany, excluding its conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980) are expressly excluded.
18.5 Place of performance and legal venue for all disputes in connection with the supply transaction is Frankfurt (am Main). Seller is also entitled to bring legal action before the courts with jurisdiction for Customer.

19. **ETHIC AND COMPLIANCE**
19.4 Each Party represents on behalf of itself and its partners, employees, agents, representatives, officers, directors, and managers, that no payment or transfer will be allowed in the purpose or effect of corruption, public or commercial bribery, or any conduct that may be seen or construed as breaching any applicable Anti-bribery and Corruption (ABC) regulations such as French Loi Sapin II, UK Bribery Act, USA Foreign Corrupt Practices Act, and other similar regulations, nor will accept or allow any kind of extortion, bribery, money laundering, unfair competition or commercial practice or any tort act or improper to carry out business or obtaining any other benefit.
19.5 Each Party warrants the implementation and compliance with its standards stated in its respective Code of Conduct, as provided to the other Party.
19.6 Each Party represents on behalf of itself and its partners, employees, agents, employees, officers, directors, and managers, that none of its activities related to this Contract constitute a breach of any applicable ABC regulations as of the effective date of this Contract; and that it has not been formally notified that it is under investigation for beaching any applicable ABC regulations.
19.7 The Parties shall work with reliable partners not included in any government-published restrictions or prohibition lists.
19.8 Each Party shall be allowed to audit the other Party using independent third-party assurance.
19.9 In the case a Party is not complying with such laws or if one of the Parties is or is suspected to be in breach of this Section, the other Party shall be entitled at its own discretion to: (i) request the other Party to implement appropriate policies and processes within a reasonable timeframe; or (ii) suspend and/or terminate the Contract without further obligation under the Contract.

20. **DATA PROTECTION**
20.4 Each Party shall comply with the applicable regulations when processing personal data, in particular European Regulation 2016/679 on the protection of personal data of 27 April 2016 ("General Data Protection Regulation").
20.5 The Customer is informed that the personal data that he communicates to allow the supply of our products, information and services you request is subject to processing by Roquette, as Data Controller, for the purposes of administrative and commercial management.
20.6 Roquette undertakes to guarantee to the Customer the protection of his personal data by default and from their collection by appropriate physical and IT measures.
20.7 Roquette reserves the right to send to the Customer a newsletter, commercial offers or information about special operation organized by Roquette via the email address communicated by the Customer. If the Customer doesn't want to receive these offers anymore, he can unsubscribe at any time by clicking on the link indicated for this purpose in these emails.
20.8 If one of the Party has to transfer personal data to countries outside the European Economic Area (EEA) and deemed not to provide an adequate level of protection for personal data, appropriate safeguards listed in data protection legislation has to been put in place.
20.9 In compliance with data protection regulations in force, especially the General Data Protection Regulation (GDPR), you can access the data concerning you, rectify them, request their erasure, or exercise your right to limit their processing.
20.10 To exercise these rights or for any questions about the processing of your data, you can use the webform of data subject request available on the site:
https://www.roquette.com/data-protection or contact the Data Protection Officer at dpo@roquette.com
If you believe, after having contacted us, that your rights over your data have not been respected, you can lodge a complaint to your Data Protection Authority.

21. **GENERAL**
21.4 The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise expressly stated in the Contract, nothing in the Contract and/or any Order shall constitute the Parties as partners, joint-venturers or co owners, constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other Party.
21.5 These Conditions, the Contract and/or any Order shall be binding upon and inure to the benefit of the Parties hereto and their respective affiliates and successors. Customer may not assign or transfer the Contract and/or any Order or any of its rights or obligations hereunder without the prior written consent of Seller, which may be withheld in its sole discretion.
21.6 The failure of either Party to enforce any term of or right arising pursuant to these Conditions, the Contract and/or Order does not constitute a waiver of such term or right and shall in no way affect that Party's right later to enforce or exercise the term or right.
21.7 The invalidity or unenforceability of any term of or right arising pursuant to these Conditions, the Contract and/or any Order shall not adversely affect the validity or enforceability of the remaining terms and rights.
21.8 Provisions of these Conditions, the Contract and/or any Order which either are expressly intended to survive termination of the Contract, or by their nature or context it is contemplated to survive such termination, shall remain in full force and effect notwithstanding such termination.
The Contract is entered into solely for the benefit of the Parties hereto, and no provision of the Contract shall be deemed to confer upon third parties any remedy, claim, liability, cause of action or other right or obligation in excess of those existing without reference to the Contract.
No party other than the Parties, its successors and permitted assignees, shall have any right to enforce any of the terms of the Contract.
21.9 The Parties agree that the English version shall prevail in case of conflict between the English version of these General Conditions of Sales and any translated version in any other language.