GENERAL TERMS AND CONDITIONS OF PURCHASE

ADDVANCE Consumer Health Group GmbH,
EVP Group GmbH
and their respective legally affiliated companies

1. Scope of application

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GPC") apply to the procurement of goods, works and services by **ADDVANCE Consumer Health Group GmbH, EVP Group GmbH, and their respective legally affiliated companies**. The entity entering into the relevant contract or placing the relevant order is referred to below as the "**Company**". Each entity acts solely on its own behalf. The party supplying goods, works or services to the Company is referred to below as the "**Supplier**". Upon acceptance of an order by the Supplier, at the latest upon delivery of the ordered goods or provision of the work or service to the Company, the Supplier shall recognise the sole binding force of these GPC, which shall become an integral part of all contracts concluded. These GPC shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

1.2 Deviating or additional terms and conditions or general terms and conditions of sale and delivery of the Supplier or other contractor (hereinafter "Supplier") shall only apply if they are recognised by the Company in writing. The general reference to a letter containing such other terms and conditions or the unconditional acceptance of a service of the Supplier in the knowledge of deviating terms and conditions shall not imply any agreement with the validity of such terms and conditions.

1.3 Unless otherwise agreed, the current version of these GPC shall also apply as a framework agreement for future transactions with the Supplier, even if the Company does not expressly refer to the most recent version.

1.4 Individual agreements between the Company and the Supplier shall take precedence over these GPC. The express written agreement with the Company shall be decisive for the proof of their content.

1.5 All legally relevant declarations and notifications such as deadlines, reminders, declarations of withdrawal and termination by the Supplier must be made in writing.

1.6 If, due to the nature of the Supplier's performance or corresponding agreement, the result of the performance is subject to acceptance, acceptance shall take the place of delivery in these GPC.

1.7 Any reference to the application of statutory provisions is for clarification purposes only. Statutory provisions shall apply even without such reference, unless they are amended or expressly waived by these GPC.

2. Conclusion of contract

2.1 In response to an inquiry from the Company, the Supplier shall be requested to submit a binding written offer. The Supplier shall adhere exactly to the specifications of the inquiry in the offer and expressly point out any deviations. The Company shall be entitled to accept the Supplier's offer until the expiry of ninety (90) calendar days, whereby the period shall commence on the day following the submission of the offer by the Supplier.

2.2 If a direct offer to conclude a contract is made by the Company by means of an express order, the Supplier shall be obliged to confirm this in writing within three (3) working days of receipt. If no order confirmation is received from the Supplier within this period, the Company shall no longer be bound by the order. The Company shall only be bound by the Supplier's order confirmation if it does not deviate from the Company's order.

2.3 All offers, cost estimates and order confirmations of the Supplier shall be prepared by the Supplier at its own expense.

3. Delivery, contractual penalty for default

3.1 Unless otherwise agreed in writing, deliveries by the Supplier shall be made DDP (Delivered Duty Paid - Incoterms 2010). The place of performance for services that are subject to acceptance shall generally be the registered office of the Company. In this case, the transfer of risk shall take place upon acceptance.

3.2 The agreed delivery dates shall be deemed to have been met if the goods have been delivered to the Company or the agreed destination in the agreed quantity and quality at the agreed time. The delivery times and delivery periods shall be binding. If the Supplier is not in a position to meet the prescribed delivery deadline, it shall inform the Company in writing immediately after becoming aware of the delay in delivery. In the case of a fixed-date transaction, the Company shall be entitled to exercise its rights in accordance with the statutory provisions (Section 376 of the German Commercial Code (HGB)), unless expressly stipulated otherwise.

3.3 In the event of default or incomplete delivery, the Company shall be entitled to assert all statutory rights after the unsuccessful expiry of a reasonable deadline set by the Company. The Supplier shall also bear all damages incurred because of defective or delayed delivery, including additional freight costs, covering purchases, etc. If the Supplier exceeds the agreed delivery date, the Company shall additionally be entitled to a contractual penalty in the amount of 0.3% of the net order value per day up to a maximum of 100% of the net order value. The Company shall retain the claim to the contractual penalty even if the Company does not expressly reserve the right to claim it upon acceptance of performance or acceptance. The contractual penalty shall not be offset against any compensation for damages.

3.4 Partial deliveries and advance deliveries shall only be possible with the express written consent of the Company. Over- or under-deliveries shall only be permitted after prior written agreement.

3.5 The statutory provisions shall apply to the occurrence of default of acceptance by the Company. However, the Supplier must also expressly offer its performance to the Company if a specific or determinable calendar time has been agreed for an action or cooperation by the Company. If the Company is in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if the Company is obliged to cooperate and is responsible for the failure to cooperate.

3.6 Unless otherwise agreed, goods may only be accepted by the Company during the business hours of the Company.

4. Price

4.1 Unless expressly agreed otherwise in writing, all prices stated in the order shall be in Euro.

4.2 Unless otherwise agreed in writing, the prices stated in the Company's order or acceptance of offer shall be binding and fixed. They shall include all services of the Supplier, including all ancillary costs, such as packaging, insurance, delivery costs, import duties, taxes, all public charges, expenses, licence fees. Prices are to be quoted without statutory value added tax. This must be shown separately.

4.3 At the Company's request, the Supplier shall take back packaging material free of charge or reimburse the Company for the costs of disposal.

4.4 The price includes the provision and updating of information and documentation required under Clauses 11, 12 and 14, including due to new or amended legislation applicable to the goods supplied. Any additional remuneration requires the Company's prior written agreement. For additional testing, studies or certification not previously required by law or contract, the Supplier shall first explain the need and submit a cost estimate.

5. Payment

5.1 Payment shall be made after proper receipt of the goods, inspection of the goods (including batch documentation) and receipt of a verifiable invoice in the means of payment of the Company's choice to the paying agent specified by the Supplier.

5.2 Unless otherwise agreed, the Company shall pay within 30 calendar days with 3% discount or within 90 calendar days. The date of receipt of the payment by the Supplier shall be decisive for the timeliness of the payment, unless unforeseen errors on the part of the banks lead to a deviation from the usual timeframe.

5.3 Invoices of the Supplier shall be issued on the date of dispatch and shall be submitted to the Company in duplicate. Each invoice may only relate to services from one order. If the invoice is received later than the goods or if the batch documentation is not available in time, the later date of receipt of the invoice and the batch documentation shall be decisive for the calculation of the payment or discount period. If the goods are received later than the invoice or the batch documentation, the date of receipt of the goods shall apply for the calculation. The Company is not responsible for delays due to non-compliance with these requirements.

5.4 The Supplier’s invoice shall contain the following information: (a) the Company order number; (b) Material designation; (c) the Company material number; (d) Commodity code; (e) Gross and net weight; (f) Date of delivery, date of performance.

5.5 The Supplier shall not be entitled to assign claims arising from deliveries to the Company or other claims to which it is entitled from orders placed by the Company to third parties (prohibition of assignment) or to pledge them without the prior written consent of the Company.

5.6 In the event that a claim is seized by means of an attachment and transfer order, the Company shall be entitled to charge the Supplier a lump sum of EUR 20.00 (net) for each necessary administrative expense.

5.7 The Supplier may not offset or assert a right of retention against claims that are disputed by the Company, have not been recognised by declaratory judgement or are not ready for judgement.

5.8 The Company shall be entitled to offset claims of the Supplier arising from deliveries made against credit balances from the general business relationship with the Supplier.

5.9 The Company shall not owe any interest on arrears. Notwithstanding statutory provisions, a written reminder by the Supplier shall be required in any case for the Company to be in default. The statutory provisions shall apply to the amount of any default interest.

6. Transfer of ownership

Retention of title by the Supplier shall be excluded. The delivered goods shall become the property of the Company upon handover. In particular, the agreement of an extended or prolonged retention of title is hereby excluded. In any case, the Company shall be entitled without further ado, in particular without authorisation or notification, to process the delivered goods or to dispose of them in any other way.

7. Transfer of risk / force majeure

7.1 The risk of accidental loss or deterioration of the goods shall be borne by the Supplier until their receipt at the place of fulfilment (Clause 15.1). The goods shall be stored at the Supplier's expense and risk until proper receipt of all documents (Clause 11), in particular the delivery note and the certificate of analysis.

7.2 The assertion of unforeseeable events or serious circumstances beyond the Supplier's control and for which the Supplier is not responsible, such as force majeure, outbreak of war or natural disasters, which lead to the non-fulfilment of agreed dates, deadlines or ordered delivery quantities, shall only be taken into account by the Company if these circumstances are reported immediately. In this case, the Company shall have no obligation to take delivery, and the Company reserves the right to cancel the order after a reasonable period of time has elapsed. In this case, the Company shall not owe the Supplier any compensation for damages or any reimbursement of costs.

8. Warranty and recourse, incoming goods inspection

8.1 The Supplier warrants that the delivered goods are free from material defects and defects of title at the time of transfer of risk and that they have the agreed quality and the warranted characteristics and that they correspond to the prescribed services and specifications. The Supplier warrants that the goods comply with the relevant statutory provisions, the recognised state of the art and rules of technology and the relevant standards of the industry trade associations.

8.2 For the delivery of raw materials, the Supplier warrants compliance with all statutory provisions of the country of destination as well as compliance with the quality requirements demanded by the Company.

8.3 Unless otherwise agreed, the warranty period shall be thirty-six (36) months. If a longer limitation period is provided for by law, this shall apply. It begins with the transfer of risk. The warranty period shall not run in the period between a notice of defects and a rectification of defects. It shall also be suspended upon receipt of a notice of defects by the Supplier until the Supplier rejects the claims, declares the defect to be remedied, or otherwise refuses to continue negotiations on the Company's claims.

8.4 If claims are asserted against the Company by third parties in the context of a purchase of consumer goods and such claims are based on a defect in the item delivered by the Supplier, recourse claims shall only become time-barred after the expiry of five years, calculated from the transfer of risk of the item by the Supplier to the Company.

8.5 If the Supplier fails to fulfil its obligations under Clauses 8.1 to 8.3, the Company's rights (in particular to subsequent performance, rescission, reduction, damages, or reimbursement of expenses) shall be governed by the statutory provisions. The Company reserves the right to claim damages in all cases. The place of fulfilment for subsequent performance shall be the location of the item. Subsequent fulfilment shall include any dismantling and removal as well as the installation of the replacement delivery.

8.6 Acceptance of delivery by the Company shall always be subject to a quantity, quality and suitability check as well as a check of the warranted characteristics.

8.7 Notwithstanding Section 442 para. 1 sentence 2 BGB, the Company shall be entitled to claims for defects without restriction even if the defect remained unknown to the Company at the time of conclusion of the contract due to gross negligence.

8.8 The statutory provisions shall apply to the commercial duty to inspect and give notice of defects, with the following proviso: the Company's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection under external examination including the delivery documents as well as during a quality control by random sampling (obvious defects). Obvious defects may be notified by the Company within 2 working days. If acceptance has been agreed or is prescribed by law, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. Hidden defects may be objected to within 10 working days of their discovery, notwithstanding the warranty period in Section 8.3.

8.9 If the Supplier does not remedy the defects or make a replacement delivery within the period set by the Company, the Company shall be entitled, without prejudice to its statutory claims, to remedy the defects itself or have them remedied by a third party at the Supplier's expense or to make a covering purchase. If subsequent fulfilment by the Supplier has failed or is unreasonable for the Company (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; the Company shall inform the Supplier of such circumstances immediately, if possible, in advance. The Company may demand an advance payment from the Supplier for the expenses required to remedy a defect.

9. Product liability

9.1 The Supplier shall indemnify the Company against all third-party claims for damages, costs, expenses and other disadvantages resulting from product defects upon first request, provided that the cause lies within the Supplier's sphere of control and organisation and the Supplier itself is liable in relation to third parties.

9.2 The Supplier shall also be liable in the event of slight negligence for all damages incurred by the Company because of defective delivery.

9.3 In this context, the Supplier shall also be obliged to reimburse the Company for any expenses pursuant to Sections 683, 670 BGB or damages resulting from a product defect or a field measure carried out in connection with a product defect (e.g. recall action, warnings). The Company shall inform the Supplier of the content and scope of the field action to be conducted - as far as possible and reasonable - and give the Supplier the opportunity to comment.

9.4 The Supplier shall insure itself against the risks associated with product liability for the goods delivered by it to a sufficient extent, but at least in accordance with statutory requirements, and shall provide the Company with written proof of insurance upon request.

9.5 Further claims of the Company shall remain unaffected.

10. Property rights, rights of use

10.1 The Supplier warrants in the form of an unrestricted guarantee of quality that the delivery and use of the delivered goods do not infringe any industrial property rights and applications for industrial property rights of third parties. The Supplier shall indemnify the Company and its customers upon written request against all claims of third parties resulting from the infringement of such industrial property rights. The Supplier shall bear any licence fees.

10.2 The Supplier shall transfer to the Company the exclusive right, unlimited in time, to publish, distribute, reproduce, process, and otherwise use all ideas, concepts, drafts, and designs provided by the Supplier and commissioned by the Company. The rights granted above shall extend to all types of utilisations. The granting of rights under this provision expressly includes the right to transfer rights to third parties. The above granting of rights shall be compensated by the price paid by the Company in each case.

11. Goods documents / packaging

11.1 The goods documents must be delivered with the goods and attached to a pallet in a clearly visible document bag. At the same time, these documents shall be sent in advance by e-mail to the e-mail address specified by the Company.

11.2 The Supplier shall document the customs status of the goods in a legally binding manner and provide all necessary documents. The Supplier shall be liable, regardless of fault, for any costs, damages, penalties, fees, taxes, or additional expenses of any kind resulting from incorrect information.

11.3 The Supplier shall provide complete, accurate, current, and verifiable product, ingredient, packaging, and supply chain information needed for the Company's legal duties or customer requirements expressly agreed for the supply, including applicable REACH information. It shall obtain necessary upstream evidence and disclose gaps. Data shall be supplied electronically in the Company's reasonably specified format and linked to the article, production site and, where relevant, component, batch, and delivery, with Supplier and manufacturer identities, production countries, and relevant CN codes. Exclusions or exemptions shall be substantiated.

11.4 Approval documents and master data shall be supplied sufficiently before first delivery for the necessary checks; customs information before the relevant declaration; and batch documents no later than delivery. Further justified requests shall be answered within a reasonable deadline set by the Company according to scope and urgency. The Supplier shall promptly notify the Company of expected delays and propose a remedy.

11.5 For supplied packaging, packaging materials and packaged goods, the Supplier shall meet the PPWR requirements under Regulation (EU) 2025/40 applicable to its role, the packaging, and the relevant application date. It shall provide:

(a) specifications for all sales, grouped and transport packaging components, including protective materials, stating material types, layers, relevant coatings, adhesives and inks, weights, dimensions, and allocation to the product;

(b) suitable declarations and, where appropriate, assessments or test reports for applicable substance restrictions, including heavy metals and food-contact PFAS limits; and substantiated data and methods for recycled content, recyclability, minimisation, reuse or compostability where required by law or agreed specifications;

(c) a current EU declaration of conformity where the Supplier is responsible for it; otherwise, the information and technical documentation needed for the Company's conformity assessment, including under Article 16 where applicable; and responsible manufacturer/importer details, packaging identifiers, and applicable labelling information. A food-contact declaration does not replace a required PPWR declaration. Statutory responsibilities remain with the relevant party.

11.6 Changes to specifications, ingredients, materials, packaging, relevant origin, production sites, or subcontracting shall be notified before implementation, identifying affected articles, batches, timing, and updated evidence. Changes affecting approved specifications, regulatory conformity or agreed customer requirements require the Company's prior written approval. Suspected non-compliance, incorrect data, relevant authority measures, and loss of required certification shall be reported without undue delay, with cooperation in investigation, containment, and correction.

11.7 Supporting records shall remain traceable and available on justified request, including after contract termination, for the applicable retention period. EUDR records shall be retained for at least five years; PPWR technical documentation and declarations, where retention is the Supplier's responsibility, for five years for single-use and ten years for reusable packaging from placing on the market. Longer statutory periods remain unaffected.

12. Subcontractors

12.1 The order may only be passed on to third parties with the prior written consent of the Company. In this case, the Supplier shall ensure compliance with the obligations described in these GPC. The Supplier shall remain fully liable.

12.2 The Supplier shall identify relevant production sites and subcontractors, pass applicable obligations to upstream suppliers, and secure necessary evidence. It shall disclose relevant upstream sources on justified request and provide site-specific social audit reports, corrective action plans and environmental management certificates required by the incorporated Code or agreed customer requirements. Alternative schemes or exceptions require the Company's documented approval.

13. Confidentiality

13.1 The Company reserves all property rights and copyrights to all documents - regardless of their form - in particular to drawings, plans, sketches, illustrations, samples, and calculations. They may not be made accessible to third parties or reproduced without the Company's express written authorisation and may only be used for the contractually agreed purpose. The Company may demand the return of these documents if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of an individual contract. In this case, any copies shall be destroyed, except for storage within the legally prescribed framework and data storage as part of normal data backup. This also applies to any subcontractors of the Supplier.

13.2 The Supplier shall be obliged to treat all information as confidential obtained in connection with the business relationship with the Company or from an entity affiliated with the Company within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) in writing, orally, by demonstration or in any other way, directly or indirectly, via executive bodies, employees, consultants or other third parties working for the Company, and to keep such information out of the reach of third parties.

13.3 The Supplier may only refer to the business relationship with the Company with the Company's written consent.

13.4 Information within the meaning of clauses 13.1 and 13.2 shall not include information for which the Supplier can prove that:

(a) it was generally known to the public at the time of disclosure by the Company or became generally known to the public without the Supplier being unlawfully involved;

(b) it has become known to the Supplier through disclosure by a third party who is not under a direct or indirect obligation of confidentiality to the Company in respect of the information and who has the right to disclose the information;

(c) it was obtained independently and without breach of a confidentiality obligation.

13.5 The Supplier shall have the right to disclose any information if required to do so by law or court or governmental order, provided that the Supplier has given prior written notice of such disclosure to the Company and takes reasonable and lawful steps to prevent and/or minimise the extent of the disclosure.

13.6 The obligation of confidentiality shall continue for a further five (5) years after termination of the contractual relationship.

13.7 The Company may use compliance evidence and disclose it to affiliates, authorities, customs, independent auditors, and affected customers as necessary for legal compliance or agreed verification. It shall protect trade secrets and personal data through limited disclosure and appropriate confidentiality. Where lawful, sensitive records may go directly to an authority or independent auditor if the Company receives sufficient evidence of compliance.

14. Anti-corruption / compliance

14.1 The Supplier undertakes to comply with all relevant laws and regulations in connection with the provision of goods and services to the Company, particularly those relating to the fight against corruption, competition, and antitrust law. This applies both to the relevant laws and legal provisions in the country of the Supplier's registered office and in the country in which the deliveries or services are provided, but also - where applicable - to international and German regulations.

14.2 The Supplier shall comply with the Supplier Code of Conduct available on the Company's corporate website in the version identified in the order or contract and made accessible before conclusion of the contract. That version forms an integral part of these GPC. Customer requirements expressly agreed for the supply also apply. Clause 1.4 remains unaffected.

14.3 For products covered by Regulation (EU) 2023/1115 (EUDR), as amended, the Supplier shall comply with the duties applicable to its role from the relevant application date and provide the following information as required for the Company's role. These contractual information duties also apply to non-EU Suppliers:

(a) The Supplier shall identify its EUDR role, contact details, relevant products, commodities, CN codes, and substantiated exemptions before first affected supply and after relevant changes.

(b) Where the Company conducts upstream due diligence, including for direct imports, the Supplier shall provide product descriptions, quantities, production countries, plot geolocation or legally permitted alternative identification, production dates or periods, traceability, and verifiable legality and deforestation-free evidence, and assist with risk clarification and mitigation. Certification alone does not replace due diligence.

(c) An upstream operator or micro or small primary operator supplying directly to the Company shall provide the applicable DDS reference or simplified declaration identifier linked to the goods before supply. Other downstream suppliers shall provide necessary Supplier and traceability information and assist with substantiated concerns; no blanket duty to create or pass on DDS references is imposed. Required customs evidence shall be supplied under Clause 11.4. Each party retains its own statutory responsibilities.

14.4 For missing, inaccurate, or invalid evidence under Clauses 11, 12 or 14, the Company may require correction within a reasonable period and proportionately suspend the affected delivery or release where necessary to prevent unlawful supply or address a substantiated serious compliance risk. For a material breach attributable to the Supplier, the Company may terminate the affected contract after an unsuccessful reasonable opportunity to remedy, unless immediate termination is justified by law. Statutory claims, including damages, remain subject to their legal requirements.

14.5 On justified request, the Supplier shall disclose information on relevant sites and upstream sources to assess child labour, forced labour and human trafficking risks, and cooperate with prevention and remediation. The incorporated Code's environmental, animal welfare and business ethics requirements remain binding.

14.6 For critical raw materials covered by the incorporated Code or agreed specifications, the Supplier shall substantiate origin, species or material identity, production method, traceability, and required certification scope. This includes, where relevant, marine ingredients, palm derivatives, soy, wood/paper/cellulose, natural rubber, cocoa, coffee, cattle-derived materials, and mica. Marine data shall distinguish between wild catch and aquaculture and identify species and source country or catch area. Certificates must cover the supplied material and required chain of custody; substitutions require approval. Relevant microplastic and synthetic polymer information shall be provided for legal or agreed requirements.

14.7 Claims, labels and marketing information supplied for the Company's use shall be accurate, specific, and supported by current verifiable evidence identifying scope, methodology, limitations, and validity. Changes affecting substantiation shall be reported under Clause 11.6. The Company retains responsibility for its communications.

14.8 Upon reasonable request, the Supplier shall provide data reasonably required for the Company's greenhouse gas accounting, including product and material quantities and weights, and transport routes, modes, distances, energy use and emissions relating to transport and storage performed or arranged by the Supplier. It shall use reasonable efforts to obtain missing data, including from subcontractors, and provide estimates where feasible, disclosing methods, reporting periods, assumptions, and data gaps. The Company may reasonably specify the format and deadline, considering the request's scope and complexity.

14.9 The Company or a qualified independent auditor bound by confidentiality may conduct proportionate, risk-based document and site checks during normal business hours on reasonable notice, or shorter notice for serious, suspected violations or authority requirements. Existing valid evidence, trade secrets, personal data, safety, and third-party rights shall be respected. The Supplier shall implement agreed corrective measures within reasonable deadlines and report progress. Each party bears its routine costs unless otherwise agreed; statutory cost claims remain unaffected.

15. Final provisions

15.1 Subject to clause 3.1, the place of fulfilment for deliveries and services shall be the place of delivery specified by the Company.

15.2 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and German and international conflict of laws provisions.

15.3 If the Supplier is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law, the courts in Hamburg shall have exclusive jurisdiction with regard to all disputes arising out of or in connection with the respective agreement. In addition, the Company shall be entitled to bring an action before the competent court at the Supplier's place of business.

15.4 Should individual parts of these GPC or other agreements be invalid or unenforceable in whole or in part, or should a loophole be found therein, this shall not affect the validity of the remaining provisions.