

GENERAL TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS.** The following capitalized terms shall have the meaning set out below: GTCS means the following General Terms and Conditions of Sale. Sensapure means Sensapure Flavors, Inc. The Buyer means any individual or legal entity ordering or purchasing Goods from Sensapure. Goods means the materials proposed or supplied by Sensapure to the Buyer. Information means commercial, financial, technical and/or scientific information whatsoever disclosed by Sensapure to the Buyer within the framework of the sale of the Products, including but not limited to technical specifications, formulae, samples, methods and know-how. Party means the collective or individual designation of the Buyer and Sensapure. Unless clearly inappropriate, singular terms refer also to the plural number and vice versa.

2. **APPLICABILITY.** These GTCS are the only terms and conditions applicable to any sale by Sensapure to the Buyer. The Buyer is deemed to have assented to these GTCS notwithstanding inconsistent or additional provisions on Buyer's Order (as defined below) or otherwise, which are expressly excluded hereunder. Differing or additional terms and conditions provided by Sensapure under separate written contract, or under the provisions set forth in the Order Confirmation (as defined below), document or form, if any, to which these GTCS are attached or which reference this GTCS, form one and part of the same contract ("Form"), but prevail only to the extent of any inconsistency or conflict with these GTCS. Any additional terms and conditions on a Buyer Purchase Order are expressly objected to and rejected by Sensapure unless expressly agreed to in writing by Sensapure, and shipment or other performance by Sensapure shall not constitute consent to any such additional terms or conditions.

3. **ACCEPTANCE.** All oral, written or EDI purchase orders ("Order(s)") placed by Buyer with Sensapure imply acceptance of these GTCS and all Orders pursuant to which Sensapure supplies any goods denominated in the Form ("Goods") are subject to Sensapure's confirmation either through written confirmation ("Order Confirmation") or through shipping the Goods. Any Order shall be deemed to be firm and binding on Buyer at issuance of Order Confirmation and may be modified, rescinded or cancelled, in whole or in part, only upon mutual written agreement of Sensapure and Buyer.

4. **GOODS DESCRIPTION AND QUANTITIES.** The description and quantities of Goods are set forth separately in the Form. Buyer may not reject or revoke acceptance of a bulk shipment the quantity of which is within 5% of the amount specified for such shipment and the price payable by Buyer for such shipment shall be appropriately adjusted to reflect any overage or underage. Actual shipped amount may exceed the 5% rule and the price payable will be adjusted. Information supplied with regard to the percentage content of the Goods are only to be regarded as approximate average value and Sensapure shall not be liable for any variations in such content which are within the tolerances applicable to the particular Goods or not materially relevant.

5. **PRICES.** Prices are fixed on the base of prices valid on the date of confirmation. Price changes communicated by Sensapure to Buyer after placement of an Order and prior to shipment thereof shall be binding upon Buyer unless objected to in writing by Buyer within seven (7) working days from the date of such communication. Prices are net and exclusive of all delivery charges including but not limited to customs duties, other applicable taxes and cost of insurance, which shall be invoiced in addition to the price of the Goods, if not otherwise specified in the Form. Unless otherwise agreed to, all prices are quoted in US Dollars FCA Sensapure's place of business in Salt Lake City, Utah or Chicago, Illinois. Quoted prices are subject to change due to raw material increases. If the Buyer requests Sensapure to deliver the Goods earlier than the delivery window stipulated in the Order Confirmation, additional rush charges may be assessed.

6. **PAYMENT.** All payments for Goods shipped or services performed are invoiced on or immediately after shipment date and are due net thirty (30) days from the date of invoice by check, ACH, or wire transfer, unless otherwise specified in the Form. Any amount not paid by Buyer when due will be subject to a finance charge equal to 1.5% per month, compounding monthly (or such lower rate which is the highest rate as permissible by applicable law) of the amount not paid per month until such amount is paid in full. Without limiting any and all remedies available hereunder, Sensapure may defer or cancel delivery of any subsequent installments of the Goods or of any other goods adopted by Buyer from Sensapure until all amounts due have been paid in full.

7. **DELIVERY.** Incoterms 2020 or the then prevailing Incoterms in force at the time of the Order Confirmation shall apply, save that, to the extent there is any inconsistency or conflict between the applicable Incoterms and these GTCS, these GTCS shall prevail. Sensapure's delivery dates specified by Sensapure on the Order Confirmation are estimates only and not a guarantee. Sensapure shall not be responsible for failure to meet the delivery date or period agreed between the parties, which are estimates only, and shall not be liable for any cost or damage due to early or late delivery. If Sensapure is unable to serve total demand for the Goods, Sensapure may allocate the available quantity of the Goods as it deems most fair in making partial shipments and may give preference to the earliest commitments. Buyer may not cancel any Order for such partial shipments. Unless otherwise specified in writing, Buyer shall assume all risks of damage to or loss of the Goods upon delivery of the Goods. For Orders where delivery is to be made by collection by Buyer, such collection shall be at such premises of Sensapure as it may designate to Buyer and delivery shall be deemed to have taken place when the Goods are made available for collection by Buyer at such premises. If Buyer does not collect the Goods from such premises of Sensapure within 5 (five) days of delivery, Sensapure may charge Buyer for storage at commercial rates and Buyer agrees to pay such storage charges on demand.

8. **INSPECTION PERIOD.** Upon receipt of Goods, the Buyer shall examine the Goods. Notes about shortages, excess,

alteration or apparently damaged Goods must be noted on the bill of lading and reported to the carrier. Buyer must notify Sensapure of any rejection of the Goods with five (5) days of delivery. Failure to reject the goods within this time shall be deemed an acceptance. For any defect not reasonably discoverable by the Buyer upon receipt, the Buyer shall give notice to the Sensapure within five (5) days following the discovery of the defect. The Goods may not be returned to Sensapure without its prior written approval. Any claims are subject to verification by Sensapure via sampling or at Buyer's premise, at Sensapure's sole election. NO claims will be accepted after the Goods are resold, incorporated into finished goods, or altered in any way by the Buyer.

9. **WARRANTIES.** Sensapure warrants it has title to the Goods and that the Goods shall comply with Sensapure's standard specifications effective on the date of shipment. Sensapure reserves the right at any time to change the specifications with or without advance notice. **SENSAPURE EXPRESSLY EXCLUDES, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, REPRESENTATIONS, GTCS AND/OR GUARANTEES OTHER THAN AS PROVIDED ABOVE, INCLUDING WITHOUT LIMITATION, IN RESPECT OF NON INFRINGEMENT, MERCHANTABILITY, DESCRIPTION, CONDITION, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE GOODS.** Under no circumstances whatsoever shall Sensapure have any liability or obligation to Buyer for any and all advice, assistance, recommendations or information provided by Sensapure to Buyer with regard to the handling, storing, applying or using any Goods supplied by Sensapure to Buyer. Any data provided by Sensapure in any certificate and datasheet such as but not limited to safety datasheet, technical datasheet and information on allergens are the result of internal verification based on Sensapure methodologies, are accurate to the best of Sensapure's knowledge at the date of the certificate or datasheet and are given for information purposes only. No warranty is expressed or implied as to the quality, accuracy, completeness and compliance of the data or the results to be obtained from the use of such data by Buyer. Buyer is responsible for legal review of all labeling and packaging, including but not limited to nutrition facts or supplement facts panels and all ingredients and advertising claims to meet applicable regulatory and legal requirements and Sensapure has no responsibility for or liability with regard to how Buyer labels, packages, advertises, or markets its products.

10. **LIMITATION OF LIABILITY.** Buyer shall carefully check all Goods upon receipt at the shipping destination. Claims must be notified to Sensapure in writing within seven (7) working days thereof and prior to the Goods' further processing or other use of such Goods. Any apparent defects must be duly reported on the proof of delivery documentation. Defects not reasonably detectable upon receipt of the Goods shall be notified within the (10) working days of Buyer's detection of the defects but in any event no later than six (6) months after receipt of the Goods, or within the stipulated shelf life of the Goods, whichever shall first occur. Failure to give Sensapure such notice shall constitute full waiver of such claims by Buyer. At Sensapure's choice, a sample shall immediately be sent to Sensapure or Sensapure shall be granted access to the Goods for which a claim is made. Sensapure will, at its option, replace such Goods as determined to be defective upon Sensapure's inspection at no cost to Buyer or refund the purchase price. Buyer may not send the Goods back to Sensapure unless authorized in advance. Claims do not discharge Buyer from its obligation to (i) properly document its claim and (ii) mitigate any loss. Sensapure shall not be liable for personal injury or property damage unless directly caused by Sensapure's gross negligence. In no event shall Sensapure be liable for any loss of profit or anticipated profit, loss of revenue, loss of opportunity, loss of contract, loss of goodwill or loss arising from business interruption, losses resulting from failure to meet other contractual commitments, or any incidental, special, punitive or consequential losses or damages whatsoever arising out of or in connection with the Goods or these GTCS, under statute, in tort (for negligence or otherwise) or any other basis in law or equity. Buyer's exclusive remedy and Sensapure's sole liability in connection with the Goods or these GTCS shall be limited to actual costs or charges directly related to the breach and shall not in any event exceed the price of the Goods as mentioned in the relevant invoice.

11. **PROPERTY.** The Goods remain the property of Sensapure until complete payment of the price has been received by Sensapure, and until such time as the title of the Goods passes to Buyer hereunder, Buyer shall hold the Goods in a fiduciary capacity. Buyer is however entitled to use the Goods as set out in these GTCS unless it becomes insolvent or proceedings are issued for bankruptcy or winding up of Buyer, in which situation Sensapure shall be entitled to suspend deliveries, stop Goods in transit or take back possession of the Goods. Until the Goods have been fully paid for and without prejudice to any other remedies, Sensapure or its agents shall be entitled to draw an inventory of such Goods and re-possess any Goods to which it has title hereunder. Nothing in this clause shall confer any right on Buyer to return Goods supplied hereunder or to refuse or delay payment thereof. Unless otherwise expressly authorized by Sensapure in writing in advance, Buyer may not resell the Goods to any third party.

12. **INTELLECTUAL PROPERTY, CONFIDENTIALITY.** No license, express or implied, under any patent, trademark, copyright or proprietary know-how on any Good shall be granted through any sale of the Goods hereunder, except to the extent necessary for Buyer's proper development and manufacturing of its own products incorporating such Good for which Buyer has selected such Good. Buyer is solely liable for any patent, trademark, copyright or proprietary know-how infringement in using the Goods in combination with other materials or operation of any process. Buyer understands and agrees that all intellectual property rights to the Goods and their formulae are and shall remain the sole property of Sensapure, which has a proprietary interest in maintaining the confidentiality status of the Goods and formulae. Unless otherwise expressly authorized by Sensapure in writing in advance, Buyer shall not disclose, resell or otherwise make available Sensapure formulae, original creations, technologies, samples, products, goods and proprietary information to any third party, or make use of them for any purpose other than as set out above. Buyer undertakes furthermore not to analyze, reverse engineer, match or counterfeit (in any case, either by itself or through another person) the Goods for its own account or for the account of any third party and not to use in its products

similar goods from third parties which are the result of analyzing, reverse engineering, matching or counterfeiting the Goods.

13. **FORCE MAJEURE.** Sensapure shall not be liable in any way for any non-performance, loss or damage arising directly or indirectly, through or in consequence of production, delivery or holding stock of the Goods, being prevented or delayed by happenings or occurrences due to or by reason of any matters or things beyond the control of Sensapure.

14. **ASSIGNMENT, SEVERANCE, WAIVER.** Buyer shall not assign, transfer or charge any Order or contract with Sensapure without Sensapure's prior written consent. Each of the provisions of these GTCS are severable and distinct from others and if at any time one or more of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of these GTCS shall not in any way be affected or impaired by it. Except as agreed upon in these GTCS, no failure to exercise or delay by Sensapure in exercising of any rights hereunder shall operate as a waiver of that or any other right, nor shall any single, defective or partial exercise by Sensapure preclude any other or future exercise of that right. For the avoidance of doubt, each indemnity provided by Buyer under these GTCS is a continuing obligation separate and independent from the parties' other obligations and survives the expiry or earlier termination of these GTCS.

15. **EXPORT CONTROL** Buyer shall comply with all applicable export control laws and shall not, directly or indirectly, export, reexport, ship or divert any Goods to customers or entities which it knows or reasonably should know will resell or export the Goods to parties and/or destinations currently subject to the Sanctions as defined in clause 16 below, or otherwise in violation of applicable national legislation. Buyer shall indemnify and hold Sensapure harmless from and against any and all claims, losses, costs and damages arising from Buyer's failure, intentional or unintentional, to comply with this clause 15 and clause 16 below.

16. **TRADE COMPLIANCE.** Buyer represents, warrants and undertakes that neither it, its affiliates nor any of their respective directors, officers, agent, employees or any person or entity acting on behalf of any of them, is, or is directly or indirectly, owned or controlled, by a person or entity that is or will be designated on any economic sanctions or export controls list of any governmental authority, including the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") Specially Designated Nationals and Blocked Persons List. Buyer promises that no action of Buyer or any of its affiliates, and its respective directors, officers, agents, employees or any person or entity acting on behalf of any of them, or any other transaction contemplated hereby or the fulfilment of the terms hereof, will result in a violation of any trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws administered by OFAC, the U.S. Departments of State or Commerce in the United States, the European Union and its Member States, Switzerland, the United Nations Security Council ("UNSC"), or any other relevant sanctions authority which prohibit the sale, export or diversion of products, services and technology to sanctioned countries or nationals of those countries, as well as to persons or entities whose names appear on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC (collectively, "Sanctions"). Neither party shall be obliged to perform any obligation otherwise required by these GTCS and the Form, including without limitation an obligation to (i) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (ii) engage in any other acts if this would be in violation of, inconsistent with, or expose such party, a parent company or affiliate of such party, or any other person related to that party to punitive measure under any Sanctions. If Buyer should learn that any of the representations made in this clause are no longer accurate, or learns of any violation of Sanctions by Buyer that may involve Sensapure products, services or technology, including the Goods, Buyer shall inform Sensapure immediately in writing. Furthermore, Buyer shall provide all information, assistance and cooperation requested by Sensapure in connection with Sensapure's compliance efforts, including taking corrective or remedial action recommended by Sensapure and/or by providing certifications of compliance with relevant Sanctions as requested by Sensapure.

17. **GOVERNING LAW AND JURISDICTION.** These GTCS and the Form are governed by the laws of the State of Utah excluding the United Nations Convention on Contracts for the International Sale of Goods or any successor to it. Sensapure and Buyer shall attempt to amicably resolve any dispute arising out of or in connection with these GTCS and the Form, including any question regarding their existence, application, validity or termination. Should they fail to do so within 60 (sixty) days from the date of first notice of any such dispute, then any such dispute shall be submitted to the exclusive jurisdiction of the state or federal courts of the State of Utah.