GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY KAMBLY

APPLICATION

1. These General Terms and Conditions of Sale and Delivery («GTCS») shall apply to all present and future contracts/agreements («Contract») concluded between the KAMBLY Group («KAMBLY») and the contractual partner («CONTRACTUAL PARTNER») and the products sold under these Contracts («Products»). Any other terms and conditions of the CONTRACTUAL PARTNER shall only be valid if they have been explicitly accepted by KAMBLY in writing.

2. In the event of a necessary interpretation or any other dispute, only the German version of these conditions shall prevail.

3. KAMBLY reserves the right to amend these GTCS at any time. The amendments shall be published on KAMBLY's website under the following https://kambly.com/en/gtc/ and shall enter into force upon publication. The CONTRACTUAL PARTNER accepts the new conditions at the latest with the first order following the publication of the new GTCS.

APPOINTMENT

4. The CONTRACTUAL PARTNER shall be entitled to call itself an «authorized CONTRACTUAL PARTNER» of KAMBLY for the Products in the Territory but shall not hold itself out as an agent of KAMBLY for the sale of the Products or hold itself out as having the right to bind KAMBLY in any way.

5. Nothing in the Contract shall entitle the CONTRACTUAL PARTNER to:
   - any priority in the supply of the Products over other contractual partners or costumers of KAMBLY; or
   - any right or remedy against KAMBLY if any of the Products are sold in the Territory by any person, firm, or company outside the Territory other than KAMBLY.

6. At the time of entering into the Contract the range of products and brands distributed by the CONTRACTUAL PARTNER is known in detail to KAMBLY. Both parties agree that within this portfolio there is actually no competing product to the Products, and they agree to negotiate, in good faith and by respecting the basic will of both partners entering into the Contract, possible overlapping's in products that may arise later on and to search in common for practicable delimitations.

SUPPLY OF THE PRODUCTS

7. The CONTRACTUAL PARTNER shall in respect of each order for the Products to be supplied under the Contract be responsible for:
   - ensuring the accuracy of the order.
   - providing KAMBLY with any information which is necessary to enable KAMBLY to fulfill the order and to comply with all labeling, marketing and other applicable legal requirements in the Territory; and
   - obtaining any necessary import licenses, or other requisite documents, and paying all applicable customs, duties, and taxes in respect of the importation of the Products into the Territory and their resale in the Territory.

8. Upon receipt and confirmation of each order KAMBLY shall as soon as its practicable inform the CONTRACTUAL PARTNER of KAMBLY's estimated delivery date for the consignment. KAMBLY shall use all reasonable efforts to meet the delivery date, but time of delivery shall not be of the essence and accordingly KAMBLY shall have no liability to the CONTRACTUAL PARTNER if notwithstanding such endeavours there is any delay in delivery. All deliveries to the CONTRACTUAL PARTNER are subject to the correct, complete and timely delivery to KAMBLY by its own suppliers.

9. The CONTRACTUAL PARTNER shall take receipt of the Products. If no employee of the CONTRACTUAL PARTNER is on site, the delivery note completed by the transport company shall be deemed to be proof of delivery in accordance with the Contract.

10. The risk of loss of the Products is governed by the Contract. If the Contract does not contain any provision in this respect, the risk of loss of the Products shall pass to the CONTRACTUAL PARTNER upon their separation or handover for dispatchment. Ownership of the Products of a delivery shall not pass to the CONTRACTUAL PARTNER until KAMBLY has received full payment of all amounts owed to KAMBLY by the CONTRACTUAL PARTNER.

RETURNS

11. KAMBLY shall only accept returns with its prior written consent. Upon receipt of properly authorized returns, KAMBLY shall issue a credit note applicable to future deliveries, after making a reasonable deduction for inspection, packaging, transportation, and associated costs. In the event the Products are damaged, no credit note shall be issued. Returns made without KAMBLY's prior written consent shall not qualify for any refund.

PAYMENT

12. Where KAMBLY agrees to arrange for transport and insurance on behalf of the CONTRACUTAL PARTNER, the CONTRACTUAL PARTNER shall reimburse to KAMBLY the full costs thereof, and all the applicable provisions of the Contract shall apply with respect to the payment of such costs as they apply to payment of the price of the Products.

13. All prices for the Products are exclusive of any applicable Value Added Tax or any other taxes or duties whether due in Switzerland or elsewhere for which the CONTRACTUAL PARTNER shall be additionally liable.

14. The prices for the Products are the prices agreed between the parties.

15. All payments shall be made by the CONTRACTUAL PARTNER in the agreed currency by transfer to a bank account to be notified in writing by KAMBLY to the CONTRACTUAL PARTNER.

DEFAULT OF THE CONTRACTUAL PARTNER

16. The CONTRACTUAL PARTNER shall automatically be in default without further warning if
    a. they unjustifiably refuse acceptance («default of acceptance»);
    b. a payment deadline expires;
    c. the CONTRACTUAL PARTNER becomes insolvent, goes bankrupt or applies for debt restructuring moratorium;
    d. assets of the CONTRACTUAL PARTNER are frozen or foreclosed;
    e. the CONTRACTUAL PARTNER dies, or the company is in liquidation.

17. If the CONTRACTUAL PARTNER is in default, KAMBLY is – in addition to the consequences by statutory law – entitled:
    - to claim default interest of 5% from the due date of payment until actual payment (to be borne by the CONTRACTUAL PARTNER).
    - In addition, the CONTRACTUAL PARTNER shall bear or reimburse all enforcement costs incurred by KAMBLY.

18. Incoming payments are first used to pay off the outstanding costs in accordance with clause 17, then to pay off the accrued default interest in accordance with clause 17 and finally to pay off the outstanding purchase price.

19. After expiry of the payment period, if payment is not made, KAMBLY may suspend all further deliveries and services until the arrears have been made up. KAMBLY shall notify the CONTRACTUAL PARTNER of the payment arrears and set a reasonable grace period for payment. The delivery date for the Products or services of KAMBLY, which was agreed in the Contract, shall be postponed accordingly.

20. If the CONTRACTUAL PARTNER defaults on a financial or other obligation under the Contract or if KAMBLY must assume that the CONTRACTUAL PARTNER will not be able or willing to fulfill obligations in the future, KAMBLY may
    a. demand advance payment, the provision of security for its own performance or immediate payment after delivery;
    b. additionally cancel or discontinue its own deliveries and services as part of an order;
    c. in the event of default on a material obligation, in particular payment of the purchase price, withdraw from this Contract after expiry of a grace period;
    d. withdraw from other unfulfilled partial Contracts with the CONTRACTUAL PARTNER after expiry of the grace period, even if the latter is not in default with the corresponding services under the other partial Contracts;
    e. in the event of default of acceptance by the CONTRACTUAL PARTNER, additionally sell the Products to third parties after expiry of a grace period of at least 30 days, whereby the purchase price claim

and claims for damages against the CONTRACTUAL PARTNER shall remain in force. KAMBLY shall offset the sales proceeds against these claims.

MARKETING

21. The CONTRACTUAL PARTNER shall use reasonable efforts to promote the sale of the Products throughout the Territory and to satisfy market demand, provided that KAMBLY complies with the obligation to supply the Products. Subject to the provisions of the Contract, the CONTRACTUAL PARTNER shall be entitled, to promote and market the Products in the Territory. The CONTRACTUAL PARTNER shall resell the Products to their customers on reasonable terms and at competitive prices.

22. In connection with the promotion and marketing of the Products the CONTRACTUAL PARTNER shall:
    - make clear, in all dealings with customers and prospective customers, that he is acting as distributor of the Products and not as a representative of KAMBLY.
    - store all Products in cool and dry storage areas and rotate stock carefully to ensure that the Products remain of good merchantable quality, complying with all legal requirements for the storage and sale for the Products; it is the responsibility of the CONTRACTUAL PARTNER to ensure that the Products are supplied to the public in good condition and within shelf life. Products that are not in good condition must be reported to KAMBLY, and the release of such Products is subject to negotiation.
    - from time to time consult with KAMBLY's representatives for the purpose of assessing the state of the market in the Territory and permit them to inspect any premises (or documents) used by the CONTRACTUAL PARTNER in connection with the sale of the Products.
    - in connection with the promotion and marketing of the Products provide KAMBLY with copies of their up-to-date price lists immediately after they are printed. Furthermore, the CONTRACTUAL PARTNER shall provide KAMBLY on a six-month basis with a report giving details of opening and closing stocks, any promotional activities undertaken by the CONTRACTUAL PARTNER, major inquiries, and trends.

23. The CONTRACTUAL PARTNER shall not be entitled to any compensation for marketing.

INTELLECTUAL PROPERTY

24. The CONTRACTUAL PARTNER shall not:
    - make any modifications to the Products or their packaging.
    - alter, remove, or tamper with any trademarks, numbers or other means of identification used on or in relation to the Products.
    - use any of the trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of KAMBLY therein.
    - use any trademarks other than the trademarks in relation to the Product without obtaining the prior written consent of KAMBLY; and/or
    - use in the Territory any trademarks or trade names so resembling any trademark or trade names of KAMBLY as to be likely to cause confusion or deception.

25. The CONRACTUAL PARTNER shall take all measures that KAMBLY may reasonably require assisting KAMBLY in maintaining the validity and enforceability of the Intellectual Property of KAMBLY during the term of the Contract.

26. Without prejudice to the right of the CONTRACTUAL PARTNER or any third party to challenge the validity of any Intellectual Property of KAMBLY, the CONTRACTUAL PARTNER shall not take any action or authorize any third party to take any action which would invalidate or with any Intellectual Property of KAMBLY and shall not omit or authorize any third party to omit to any action which, by its omission, would have that effect or character.

27. The CONTRACTUAL PARTNER shall immediately and fully notify KAMBLY in writing of any actual, threatened or suspected infringement in the Territory of any Intellectual Property of KAMBLY which comes to the CONTRACTUAL PARTNER's notice and of any claim by any third party coming to their notice that the importation of the Products into the Territory, or their sale therein, infringes any rights of any other person, and the CONTRACTUAL PARTNER shall at the request and expense of KAMBLY do all such things as may be reasonably required to assist KAMBLY in taking or resisting any proceedings in relation to any such infringement or claim.

CONFIDENTIALITY AND DATA PROTECTION

28. The parties shall maintain secrecy with regard to trade and business secrets and other confidential and sensitive information of the other party that is entrusted or becomes known in connection with the performance of the Contract and to use it only for the lawful performance of the Contract. This confidentiality obligation shall also apply after termination of the corresponding contractual relationship.

29. Personal data is processed in accordance with the Federal Act on Data Protection (FADP), the EU General Data Protection Regulation (GDPR) and other relevant regulations and only to the extent necessary for the fulfilment of the Contract.

30. For further information on the data protection provisions of KAMBLY, please refer to the Data Protection Statement of Kambly, under https://kambly.com/en/datenschutz/.

WARRANTIES AND LIABILITY

31. Subject as herein provided KAMBLY warrants to the CONTRACTUAL PARTNER that:
    - all Products supplied under the Contract will be of merchantable quality and, subject to clause 32 hereafter, quality as well as packaging and labeling will meet legal requirements in the Territory; and
    - the trademarks are registered in the name of KAMBLY.

32. To satisfy the consumers' highest expectations, KAMBLY aims for «quality without compromise» and therefore maintains worldwide recognized quality and food safety standards (one from the GFSI recognized standards e.g., IFS, BRC, FSSC 22000). As these standards require that responsibility for the marketability of the Products is allocated to one partner in a transparent and coherent manner, the CONTRACTUAL PARTNER undertakes to assume full responsibility for ensuring that:
    - the Products ordered from KAMBLY can lawfully be imported into, distributed and sold in the Territory;
    - KAMBLY is informed in writing of the legal standards, regulations and requirements in the Territory currently applicable to the import, distribution and sale of the Products and any changes thereto during the term of the Contract, including but not limited to packaging, labelling and ingredient standards (KAMBLY shall supply the CONTRACTUAL PARTNER with Products that comply with such information); and
    - unilateral modifications of packaging and/or labelling (for example local stickering) by the CONTRACTUAL PARTNER comply with local laws and regulations so that the Products are thereafter marketable in the Territory.

33. In the event of any breach of KAMBLY's warranty in clause 31 (whether by reason of defective materials, production faults or otherwise) KAMBLY's liability shall be limited to:
    - replacement of the Products in question; or
    - at KAMBLY's option repayment of the price (provided it has been paid).
    - in case of hidden or internal defects to a return (see clause 11). The CONTRACTUAL PARTNER must notify KAMBLY of the complaint in writing within 5 days of discovering the defect.
    - in the event of defects in the Products that prevent the further sale or distribution of other Products in stock, both parties shall jointly reach a mutually satisfactory agreement on the further use of the defective Products.

34. Notwithstanding anything to the contrary in the Contract and subject to mandatory statutory provisions, KAMBLY shall not be liable for contractual or non-contractual claims of the CONTRACTUAL PARTNER for compensation for damages, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damages to the CONTRACTUAL PARTNER. KAMBLY shall only be liable for damages of the CONTRACTUAL PARTNER which KAMBLY has caused intentionally or through gross negligence.

    KAMBLY shall not be liable for damage caused by auxiliary persons.

35. The warranty and liability claims of the CONTRACTUAL PARTNER are conclusively regulated in these GTCS.

36. During the term of this Contract and for an additional period of two years thereafter, the CONTRACTUAL PARTNER shall maintain a sufficient general liability insurance adequately covering sufficiently the CONTRACTUAL PARTNER's potential liability towards KAMBLY, consumers and other possible third parties. At the request of KAMBLY,

the CONTRACTUAL PARTNER shall provide KAMBLY with a copy of a valid liability insurance certificate.

DURATION AND TERMINATION

37. A material breach of Contract shall be considered capable of remedy if the party in breach can comply with the relevant provision in all respects except for the time of performance (if time of performance is not material).

38. Any waiver by either party of a breach of any provision of the Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision of the Contract.

39. The right to terminate the Contract shall be without prejudice to any other rights or remedies of the parties in respect of the breach (if any) or any other breach.

40. Upon termination of the Contract for any reason:
    - any unexecuted orders placed by the CONTRACTUAL PARTNER and accepted by KAMBLY before such termination shall be regarded as cancelled except those in respect of which KAMBLY shall have indicated in writing to the CONTRACTUAL PARTNER within seven days of such termination their willingness to fulfill.
    - the CONTRACTUAL PARTNER shall immediately return to KAMBLY, at the CONTRACTUAL PARTNER's expense, all goods or Products belonging to KAMBLY in their possession or under their control and/or advertising and promotional materials relating to the Products in their control; in case of default KAMBLY shall be entitled without notice to enter at any time upon the premises where the said goods or Products may be located and to remove the same;
    - the CONTRACTUAL PARTNER shall immediately sell to KAMBLY all Products which are of good and merchantable quality at the time of dispatch and which are owned by the CONTRACTUAL PARTNER at that time, having acquired them for resale, at a price equal to one hundred percent of the total price for such Products paid by the CONTRACTUAL PARTNER to KAMBLY, plus the cost of transportation, insurance, customs and duties;
    - outstanding invoices rendered by KAMBLY in respect of the Products are due according to clause 12 et seqq. thereof. The same applies for invoices in respect of Products ordered prior to termination but for which an invoice has not been submitted.
    - the provisions regarding confidentiality, as well as warranties and liability shall remain in force in accordance with their respective terms.
    - the CONTRACTUAL PARTNER has no claim against KAMBLY for compensation for loss of distribution rights, loss of goodwill, loss of profits or similar losses; and
    - Notwithstanding anything to the contrary in the GTCS / the Contract and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the GTCS.

FINAL PROVISIONS

41. The CONTRACTUAL PARTNER may only assign the Contract, or the rights and obligations contained therein with the written consent of KAMBLY.

42. The Contract does not establish a partnership or the relationship between client and contractor or employer and employee between the parties.

43. Each party acknowledges that, in entering into the Contract, it does not do so because of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

44. If any provision of the Contract is held by any court or other competent authority to be void for unenforceable in whole or in part, the Contract shall remain in full force and effect with respect to the other provisions and the remainder of the affected provision.

45. If either party is affected by Force Majeure, they shall immediately notify the other party of the nature and extent thereof. Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including but not limited to strikes, lockouts or other forms of industrial action).

46. Neither party shall be deemed to be in breach of the Contract or otherwise be liable to the other party for any delay in performing or failing to perform any of their obligations under the Contract to the extent that such delay or non-performance is due to any Force Majeure of which they have notified the other party in writing, and the time for performance or that obligation shall be extended accordingly.

47. If the Force Majeure in question prevails for a continuous period of more than six months, the parties shall enter discussions in good faith with a view to mitigate the effects of the Force Majeure or agreeing alternative arrangements which are fair and reasonable.

48. Any notice or other information required to be given by either party to the other under the Contract may be given personally or by post (by prepaid post, fax, e-mail, or comparable means of communication) to the other party at their registered office specified in the Contract or at such other address as notified by the other party in writing.

49. Service of official documents in connection with legal proceedings relating to or arising from the Contract shall be delivered to the address detailed in the Contract or to another address notified by the other party in writing.

APPLICABLE LAW AND PLACE OF JURISDICTION

50. The Contract is governed by Swiss law (excluding the Convention of Contracts of the United Nations for the International Sale of Goods, short CISG).

51. In the event of disputes concerning the Contract, the parties shall first attempt to reach an amicable agreement. If no agreement is reached, the ordinary courts at the registered office of KAMBLY in CH-3555 Trubschachen, shall have exclusive jurisdiction for disputes, including those relating to the validity of the Contract or these GTCS.

March 2025

For the CONTRACTUAL PARTNER:

Place, date

Name

Name

For KAMBLY:

Place, date

Name

Name