

General Conditions of Sale and Delivery of AB Enzymes GmbH

1. **General.** All our deliveries are subject exclusively to the following conditions unless otherwise mutually agreed in writing. Conditions of the purchaser which deviate or are contrary to our conditions of sale shall not be binding on us unless we have explicitly agreed in writing.

Our conditions of sale shall only apply vis-à-vis entrepreneurs in the sense of § 14 of the German Civil Code (BGB).

The scope and the quality of our deliveries are specified in individual agreements. Unless otherwise explicitly agreed, the official product specification shall prevail in the form published from time to time. Other technical descriptions or information contained in offers, prospectus or advertising materials of us or our assistance are initially not binding and will not be incorporated into the Contract unless explicitly referred to.

Our obligation to deliver is limited to products manufactured by us. In the event production is impossible, we will be discharged of our obligation to deliver and we are entitled to withdraw from the contract. In such case, we shall inform the purchaser thereof without undue delay and redeem any remuneration received.

The purchaser shall solely bear the risk of processing our products. We are not obliged to render advice on applications. In the event, however, that our employees render advice on applications - including matters relating to any third party industrial property rights -, such advice is rendered without legal obligation and shall not release the purchaser from the obligation to test our products and their suitability for the purchaser's purposes.

2. **Conclusion of Contract.** Our offers regarding price, quantity, date of delivery and way of delivery are without obligation. Provided the order of the purchaser qualifies as legal offer, we may accept such offer within a period of 5 working days. Acceptance of orders will be made by written confirmation or execution of delivery.

3. **Periods and Dates of Delivery.** Unless otherwise agreed, periods and dates of deliveries are set approximately in a way that extension up to 4 weeks is permitted. If we exceed an agreed binding date of delivery, the purchaser shall be entitled to fix an appropriate period of at least 15 working days. The purchaser may only exercise a right to withdraw from the contract for delay or impossibility or to demand damages due to delay or instead of delivery if the set period has expired and if we are responsible for the delay or impossibility of the delivery. In case of part deliveries, the purchaser may only withdraw from the contract or demand damages with respect to the outstanding part. Any rights with respect to part deliveries made are excluded. The liability for damages shall be limited to 50 % of the damage suffered unless the transaction stands or falls with keeping the delivery date or such limitation of liability is excluded according to No. 11 hereof.

If we do not meet binding delivery dates due to force majeure including operational hindrances, shortage of raw materials, traffic blocks, official orders or regulations, changes in exchange rates, war, industrial conflicts, the amendment or coming into force of any legal provision affecting the import or export of goods supplied under this contract (or any ingredients or materials therein) including any Economic Sanctions Law (as defined under No. 15 below) or other circumstances outside of our influence, we shall be discharged from our obligation to deliver for the period and to the extent of such case of force majeure, i.e., the agreed delivery dates shall be extended during the impediment due to force majeure. In such case we will inform the purchaser without undue delay thereof.

If the force majeure continues for more than 3 months, both parties shall be entitled to partly or entirely withdraw from the contract.

4. **Right to Withdraw.** In addition to the incidence provided for under No. 1 and 3, we retain the right to withdraw from the contract provided (i) the purchaser made wrong statements regarding its credit worthiness or (ii) the purchaser is not sufficiently creditworthy and the execution of our rights is thereby endangered or (iii) the purchaser fails to take the scheduled quantity by expiry of the call off period and an appropriate extension period set by us has expired. If former deliveries have not been paid, we shall be entitled to retain further deliveries and to fix an appropriate period for the purchaser to make pre-payments or to provide sufficient security.

5. **Transport and Risk.** Unless otherwise agreed, place of performance for delivery shall be the point of shipment. Deliveries shall be made CPT-CFR (INCOTERMS 2000). We will take out a transport insurance at the purchaser's cost if it so wishes.

6. **Packaging.** In case of transport via road tankers or trailers or rail tankers, our technical conditions on the deliveries shall apply. These conditions will be sent to the purchaser upon its request. Transport and all other packaging in the sense of the packing regulations may not be returned to us. The purchaser shall be obliged to waste disposal of such packing at its own cost.

7. **Prices.** Except where otherwise agreed, our prices apply according to the order including packaging. In the event of proven cost increases which increase our production costs between the date of the order and the delivery (including deliveries under instalment delivery contracts), we shall be entitled to adjust the price accordingly provided that more than 4 months have expired between the date of the order and the delivery in question. The weights, sizes or numbers of products as established at the point of shipment shall be relevant for the calculation of the price.

If the purchaser operates or has its seat, or if the contract is performed (in whole or part), in a Eurozone country (as constituted at the date of this contract) ("**Affected Country**"), then we may direct the purchaser to satisfy its obligations as to payment by means of payment in GBP or USD (at our discretion), only if (i) the Affected Country exits the Eurozone; or (ii) the EUR as a currency ceases to exist. If this provision is triggered and the purchaser makes payment to us in GBP/USD, the applicable conversion rate shall be the average EUR to GBP/USD (as relevant) exchange rate reported in the Financial Times over the six (6) months ending on the date on which the events set out in clauses (i) and (ii) above occurred.

8. **Payment Conditions.** The purchase price as well as the price for ancillary performances is due upon delivery of the products and upon submitting or sending the respective invoice. In the event of non-payment despite of the due date, the purchaser shall be automatically in default after 30 days. During the default we shall be entitled to request payment of interest in the amount of 8 % points beyond the basis interest rate of ECB notwithstanding any further rights. Discounts shall only be granted if agreed and if there are no outstanding invoices due. Payments by check or bill of exchange are only in exceptional cases allowed and are subject to our prior agreement. They are only accepted on account of performance. Discounting charges and other bill charges shall be borne by the purchaser. The same applies to charges incurred in connection with payments from outside of Germany.

The purchaser shall exclusively be entitled to set-off undisputed or legally validly established counterclaims. The purchaser shall have no right of retention unless such right derives from the purchase contract.

9. **Defects as to Quality.** Rights of the purchaser for defects as to quality require that the purchaser has carefully examined and notified defects of delivery in writing in the sense that open defects were notified to us within a period of 14 days from the delivery and hidden defects are notified within a period of 7 days from discovery. If required, the purchaser shall examine the

products by processing sample batches. The purchaser may not complain any defects provided they are irrelevant.

In the event of proven defects which have been duly notified, we will at our own discretion remedy the defect or provide a substitute delivery. In such case we assume the necessary transport costs to an appropriate extent, in any event not exceeding the value of the respective product. We will, however, not compensate any additional costs caused by commuting the defective product to another place than the place of delivery. If remediation fails, is not completed within an appropriate period set by the purchaser or if we refuse to remediate, the purchaser shall be entitled to reduce the purchase price or to withdraw from the contract - without affecting any rights to claim damages - provided we are liable for the defect.

Rights due to defects as to quality including the right to claim damages are time-barred within 12 months from the delivery of the product unless we did fraudulently not disclose the defect.

10. Defects as to the title. To our best knowledge, the deliveries will be made free of any industrial property rights or copyrights of third parties (hereinafter referred to as “**Industrial Property Rights**”) in the country of delivery. If and to the extent any third party raises justified claims against the purchaser for infringement of Industrial Property Rights due to products delivered by us and used in accordance with these Conditions, we shall be liable towards the purchaser as follows:

- (a) Upon our own discretion and at our own cost, we will either procure a right of use to the respective delivery or change such delivery in a way that the Industrial Property Right is no longer infringed or substitute the delivery with goods not infringing the Industrial Property Rights. If we are not able to achieve this at appropriate conditions, the purchaser may exercise the statutory rights to withdraw from the contract or to reduce the purchase price.
- (b) The purchaser is entitled to claim damages within the statutory limits and the limits according to No. 11 hereof. The afore mentioned obligations shall only apply if and to the extent the purchaser immediately informed us about any claims raised by a third party, the purchaser did not acknowledge any infringement and allows us to take all defending measures and to enter into settlement negotiations.

The purchaser's rights for defects in title shall be time-barred in the same period as rights for defects in quality.

11. Limitation of Liability. The purchaser shall only be entitled to claim damages or compensation of costs incurred (hereinafter referred to as “**Damages**”) - based on whatever legal reason including infringement of obligations from the contractual relationship or tort, in case of gross negligence or wilful conduct. In case of slight negligence, we shall only be liable for breach of major obligations. If such major obligations are infringed, our liability shall be limited to the respective net purchase price. In case of slight negligence, any liability for unforeseeable damages, indirect damages not affecting the delivered products, lost profits or other untypical damages are excluded.

The liability for losses arising out of death, injury to body or health caused by negligent or wilful breach of obligations of us, our representatives or persons acting on our behalf shall in any event not be excluded.

The limitation of our liability does not apply if we have fraudulently not disclosed defects or if we have given any guarantees irrespective of fault. The compulsory rights deriving from the product liability act are equally not excluded hereby.

Any further liability to pay Damages is excluded. If and to the extent liability is excluded or limited towards us, the same shall apply to personal liability of our employees, representatives or persons acting on our behalf.

12. Reservation of Title. All goods supplied by us shall remain our property for as long as we have outstanding claims for payment against the purchaser from a business relationship. The execution of our right to withdraw is not a pre-condition to exercise the rights under this reservation of title clause.

The purchaser shall be entitled to process or sell the goods in the course of his duly carried business operations; he herewith assigns the receivables resulting from any resale of the products against its customers or third parties to the extent of the amount of the final invoice value (including VAT, irrespectively whether the product is sold prior to or after processing). Our reservation of title extends also to the products resulting from processing. In case of processing, compounding or mixing of products supplied by us with material not belonging to us, we shall acquire joint title in the resulting products in proportion to the value of our goods and the third party materials. In such event, we shall be deemed manufacturer without any obligation and the purchaser shall be deemed to be our bailee. The purchaser shall be entitled to collect claims assigned to us as long as it fulfils his obligations towards us and he remains solvent. Our right to collect the receivables ourselves remains unaffected hereby. We will not collect the receivables as long as the purchaser complies with its payment obligations from its proceeds, it is not in default of payment and in particular no application has been filed for the opening of insolvency proceedings or the purchaser has not suspended payments. The purchaser shall at our request provide us with all details needed for collection of the receivables and shall notify the debtor of the assignment.

If the realistic value of the claims assigned to us exceeds the value of our claims against the purchaser by more than 10 % we shall be obliged to release to this extent our security on the purchaser's request. We are free to choose which security to release.

To the extent the reservation of title applies, the purchaser may not pledge or transfer title to the goods or processed products as security without our consent. The purchaser shall be obliged to inform us without undue delay in writing in case of pledges or other actions against our goods.

13. Trademarks. Many of the goods supplied by us bear one of our trademarks. Where these goods are processed, our trademarks may only be used in connection with the resulting products with our written consent. This shall apply to all stages of processing.

14. Place of Performance and Applicable Law. Sole venue shall be Darmstadt for all disputes arising from or in connection with the contractual relationship provided the purchaser is deemed a merchant. We may also bring a legal action at the seat of the purchaser.

The contractual relationship shall be governed by German Law with the exception of the United Nation Conventions on the International Sales of Goods (CISG) and the German Conflict of Law Rules.

15. Ethical Business Practices, Anti-Bribery and Sanctions Compliance

15.1 In accordance with our commitment to sustainable and ethical business practices the purchaser warrants and represents that when performing any service on behalf of or in connection with any contract, agreement or course of dealing with us, it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practiced, no harsh or inhumane treatment is allowed and no child labour is used; (ii) ensure environmental management programmes are in place (iii) (without prejudice to No. 15.2) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

15.2 In addition, the purchaser:

- a) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 or any similar applicable legislation (all of the aforesaid being **“Relevant Requirements”**);
- b) shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010 or any similar applicable legislation, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- c) shall, on our request, certify to us in writing signed by an officer of the purchaser, compliance with this No. 15.2 by the purchaser and all persons associated with it. The purchaser shall provide such supporting evidence of compliance as we may reasonably request;
- d) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of any contract with the purchaser, is a Sanctioned Person; and
- e) shall comply with Economic Sanctions Law in all respects related to the performance of this contract and shall not have any dealings or transactions with any Sanctioned Person (including in respect of any further sale of the goods sold pursuant to these terms) if such dealings or transactions would cause us to be in violation, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic Sanctions Law.

For the purposes of these terms and conditions:

“Sanctioned Person” means any person, group or entity

- i. designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or an any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union);
- ii. that is, or is part of, a government of a Sanctioned Territory;
- iii. owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; or
- iv. incorporated within, located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Law; or
- v. otherwise targeted under any Economic Sanctions Law.

“Economic Sanctions Law” means any laws, regulations, or other binding measures of the European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, Myanmar, Sudan, Syria, North Korea and Russia/Ukraine.

Special Note:

We store and process business related data in accordance with § 28 of the Federal Data Protection Act (*Bundesdatenschutzgesetz*) and we retain the right to transfer the data to third parties if needed for the purposes of creating, carrying out or terminating legal obligations arising from orders placed under these terms or conditions.

AB Enzymes GmbH

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Managing Directors: Martin Klavs Nielsen, Kristof Barklage

Commercial Register of the Local Court in Darmstadt under

No. HRB 7648