



General Terms and Conditions (GC)

1. SCOPE OF APPLICATION

1. These General Terms and Conditions (GC) apply to all business relationships (orders, sales, R&D) that are initiated or concluded between Active-Food SA (hereinafter Active-Food) and the Client.
2. Any performance of services by Active-Food implies the acceptance of the GC.
3. Any deviation from these GC shall be confirmed in writing.

2. OFFERS

1. The offers made by Active-Food are free of charge. Otherwise, the amount of the offer is agreed with the Client.
2. Unless otherwise agreed, the offers are valid for 2 months.
3. As long as the offer is not accepted, the Client can withdraw from the negotiations at any time, without any compensation.

3. ORDERS

1. Orders placed by the Client are only binding for Active-Food if they have been confirmed in writing.
2. Confirmed orders are considered binding and can only be cancelled with the written consent of Active-Food.
3. The order shall be deemed to have been fulfilled when delivery has been made ExWork (Incoterms).

4. CONDITIONS AND PRICES

1. All prices are expressed without VAT and in Swiss francs (CHF).
2. The conditions agreed upon in the order confirmation are fixed and valid until the execution of the entire order.
3. The prices stated in the order confirmation include the usual packaging for shipment (carton/pallet). Any special packaging or request will be charged to the Client in addition.

5. FULFILLMENT

1. The execution of the order is carried out by Active-Food in accordance with the good manufacturing practices (GMP foods, HACCP), under its sole direction and liability.
2. Active-Food shall be entitled to subcontract an order without the consent of the Client.
3. In any case, Active-Food shall be liable for the subcontracted services in the same way as for its own.

6. DELIVERY TIME

1. Active-Food undertakes to do all reasonable effort to meet the agreed delivery date. Force majeure is reserved.
2. If the delivery cannot be made within the agreed period, Active-Food shall immediately notify the Client.
3. Active-Food shall only be liable for a delay in delivery if it is at fault and the order confirmation provides for a fixed delivery date with penalty.

7. DELIVERIES

1. Unless otherwise agreed, deliveries shall be made ExWorks Marin-Epagnier-Switzerland (Incoterms).
2. Profit and risk of the products shall pass to the Client upon delivery of the products or upon the Client's default in taking delivery.
3. When production conditions so require, Active-Food may make partial or advance deliveries, or deliveries of quantities +/-10% of the quantities ordered.

8. INVOICING

1. The invoice shall be issued at the time of delivery of the goods.
2. For the first orders, Active-Food reserves the right to ask for an advance payment and/or a down payment at the order.
3. The usual payment terms are 50% at the order and 50% 30 days from the delivery date.
4. Reminder and reminder costs are at the expense of the Client.

9. PAYMENTS

1. Late payment shall give rise to interest on arrears at the rate of 5% per annum. The right to demand payment of other costs is reserved.
2. If the Client is in default, Active-Food reserves the right to make deliveries only against advance payment.
3. The Client shall not be entitled to offset receivables from Active-Food against debts to Active-Food without Active-Food's consent.
4. Special agreements, cash discounts or similar, remain reserved, provided they are agreed upon in writing.

10. RETENTION OF TITLE

1. The products delivered remain the property of Active-Food SA until they are paid for in full.

11. DOCUMENTATION, ANALYSES AND CERTIFICATES

1. The Client shall be responsible for specifying in advance all documentation and analyses relating to the products he wishes to obtain upon delivery, as well as the characteristics of such documentation and analyses. Otherwise, Active-Food cannot guarantee the obtaining of this documentation *a posteriori* and cannot be held responsible in such case.
2. Request for documents or analyses after the agreement will be charged at the hourly rate for administrative work of CHF. 80.-

12. R&D, CERTIFICATION AND OTHER SERVICES

1. Active-Food offers a wide range of additional services, including
 - Creation and/or optimization of formulas;
 - Certifications;
 - Regulatory advice and intellectual property protection;
 - Design and marketing
2. Unless otherwise agreed in writing by the Parties, the above services are not included in the offers. Any recourse to such services shall be subject to a written agreement with the Client specifying the tasks to be performed and their costs (budgets).
3. Active-Food reserves the right to adjust the final costs according to the services provided to its Client, detailing the variances.

13. REGULATORY CONSULTING SERVICES

- ¹ Unless specifically agreed, regulatory consulting services are not included in the offers.
- ² Regulatory consulting services are invoiced at the hourly rate of CHF. 200.-
- ³ Validation of the compliance of a product's labeling and/or packaging with Swiss law is invoiced according to the offer.
- ⁴ For all other services, the regular LegSys rates are applicable.

14. DEVELOPMENT SERVICES

- ¹ Consulting, formulation development, feasibility and production testing services are at the customer's expense.
- ² They are the subject of an offer validated by the Client before any realization.
- ³ In case of overrun, Active-Food will immediately inform the Client and obtain his agreement on the continuation of the services.

15. GRAPHIC DESIGN AND PRINTING SERVICES

- ¹ Any intervention of Active-Food in the management or the relationship between the Client and the printing company will be invoiced at a flat rate of CHF. 200.-
- ² Additional costs incurred by the Client, as well as specific graphic services will be invoiced at an hourly rate of CHF. 120.-

16. INTELLECTUAL PROPERTY

- ¹ Within the framework of the article 14. above, a confidentiality agreement (NDA) will be signed between Active-Food and Client prior to any research and development services.
- ² Any discoveries and/or inventions that result from the research and development activities shall be the property of Active-Food, and may be the subject of a technology transfer agreement between Active-Food and the Client.

17. SOURCING

- ¹ As part of its sales and/or R&D services, Active-Food will communicate to the Client if charges will be applied for the sourcing activity related to specific raw materials desired by the Client.
- ² If the Client supplies materials or other elements of a production itself, it shall be responsible for quality and deadlines. Any intervention by Active-Food for acceptance and quality control shall be charged.

18. WARRANTIES DUE TO DEFECTS

- ¹ Active-Food guarantees the quality of the products in accordance with the agreed qualities and Good Manufacturing Practices (GMP foods and HACCP).
- ² In case of defects, Active-Food will work closely with the Client to find a fair solution.

19. COMPLAINTS

- ¹ Client must check the goods upon receipt. Complaints must be submitted within 10 working days.
- ² The cost of returning goods that are rejected during the inspection of receipt shall be borne by Active-Food, unless Active-Food is not responsible for the error or non-conformity of the delivery.

20. LIABILITY

- ¹ Active-Food shall only be liable for damages which it causes to the Client intentionally or through gross negligence.
- ² Active-Food is not liable for any damage to third parties.
- ³ Damages for indirect damages are expressly excluded, even in case of gross negligence or gross negligence on the part of Active-Food.

21. FORCE MAJEURE

- ¹ In case of force majeure (e.g. natural disasters, war, riots, epidemics, accidents) and similar circumstances that affect the activities of Active-Food, suppliers or vicarious agents and make the execution of a delivery impossible or considerably more difficult, Active-Food shall be entitled to postpone or cancel an order without obligation to pay compensation.

22. DATA PROTECTION AND CONFIDENTIALITY

- ¹ The information collected in the course of the business relationship between Active-Food and the Client shall be used exclusively for the purpose of this relationship.
- ² In this context, the Client authorizes Active-Food to send him any useful and advertising correspondence.

23. APPLICABLE LAW AND PLACE OF JURISDICTION

- ¹ In the absence of a written agreement to the contrary, the GC as well as the offers, orders and delivery between Active-Food and the Client are exclusively subject to Swiss law and to the jurisdiction of the ordinary courts of the Canton of Neuchâtel (Switzerland).