Where the context permits, Terms and Conditions definitions shall include the following:

- T&C is defined as these Terms and Conditions
- SELLER is defined as MEGGLE USA Inc., a Delaware corporation, with offices at 592 Route 22; Suite 2B, Pawling, NY 12564, USA.
- BUYER is defined as the person to whom SELLER has agreed to sell the Goods pursuant to these T&C
- GOODS is defined as the goods agreed to be supplied by SELLER and purchased by BUYER pursuant to these T&C and as stated under Clause 3.
- FCA is defined as Free Carrier (Incoterm [International Commercial Terms])
- Order Confirmation is defined as SELLER's written sales order.

1. Scope of T&C and Severability

1.1 Except as provided in Section 1.2 below, these T&C shall constitute the exclusive Terms and Conditions of Sale between BUYER and SELLER regarding the purchase and sale of GOODS and all related matters occurring before or after the effective date of the purchase and sale. These T&C shall supersede any terms and conditions provided by BUYER and any terms and conditions provided by BUYER shall not apply to the purchase and sale of GOODS unless SELLER has acknowledged their applicability in writing. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the GOODS, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these T&C.

1.2 All future transactions between BUYER and SELLER shall also be governed exclusively by SELLER's then-current T&C. Since the T&C may be periodically updated and modified by SELLER, it is BUYER's responsibility to review the T&C before signing any Order Confirmation.

1.3 If any provision of these T&C shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these T&C respectively, and shall not affect the validity and enforceability of any remaining provisions.

1.4 No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege..

2. Contractual Declarations

2.1 Any SELLER quotation shall not constitute a binding agreement between BUYER AND SELLER and is merely an invitation to BUYER to submit a purchase order to enter into an agreement of sale, contract, or order, as the case may be.

2.2 SELLER and BUYER will only be deemed to have entered into a contract with respect to any purchase and sale of GOODS after BUYER has countersigned SELLER's Order Confirmation with respect to such GOODS and SELLER has received such countersigned Order Confirmation. Buyer shall send each such countersigned Order Confirmation to Seller via email or fax.

2.3 Quotations and Order Confirmations from SELLER shall be valid for a period of thirty (30) days from their date of issuance unless otherwise stated in the quotation or Order Confirmation.

3. GOODS and Warranty and Limitations of Liability

3.1 SELLER agrees to sell and BUYER agrees to buy the quantity and type of GOODS as described in each signed Order Confirmation.

3.2 BUYER agrees and acknowledges that BUYER is familiar with SELLER's labeling, specification, statements, and documentation concerning the GOODS, and BUYER agrees to forward such information to its employees, independent contractors, customers, and others who handle and use the GOODS for BUYER.

3.3 BUYER has independently determined the suitability of the GOODS for BUYER's or its customers' use.

3.4 For a period of one (1) year from the date of delivery, unless otherwise provided in an Order Confirmation or any earlier expiration date pertaining to the GOODS, SELLER warrants to BUYER that the GOODS will conform to SELLER's specifications only. This warranty extends to BUYER alone, and not to Buyer's transferees, customers or assigns. EXCEPT AS PROVIDED IN THIS SECTION 3.4, ALL GOODS SOLD BY SELLER TO BUYER ARE SUPPLIED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 3.4, SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY AS TO THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE.

3.5 IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE PROFITS, GOODWILL CONTACTS, BUSINESS, ANTICIPATED SAVINGS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF GOODS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR GOODS THAT DO NOT MEET SELLER's SPECIFICATION SHALL BE, AT BUYER'S ELECTION, (I) THE REPLACEMENT OF SUCH NON-CONFORMING GOODS AT SELLER'S EXPENSE OR (II) A REFUND OF THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR GOODS COVERED BY THAT ORDER CONFIRMATION.

3.6 Further, any liability of SELLER under these T&C will be reduced by the amount of any contributory loss or damage to the extent caused by any act or omission of BUYER.

4. Price

4.1 SELLER agrees to sell and BUYER agrees to buy the GOODS at a price as stated in the Order Confirmation.

4.2 Unless otherwise stated in the Order Confirmation, prices are FCA SELLER's warehouse in Salvage, Minnesota and include normal packaging.

4.3 Unless otherwise stated in the Order Confirmation, BUYER shall bear all transportation charges, loading costs, insurance costs, duties, clearing costs, and other charges associated with transporting the GOODS to their designated destination.

4.4 Prices are exclusive of all federal, state, excises, sales, use, and similar taxes, if any, which shall be added to the charges payable by BUYER unless BUYER has furnished to SELLER a completed and signed resale certificate or other documentation reasonably acceptable to SELLER indicating BUYER to be exempt from the particular taxes.

4.5 All prices quoted are subject to change, without notice, at any time prior to BUYER's acceptance of the Order Confirmation.

5. Payment Terms

5.1 Unless otherwise stated in the Order Confirmation, BUYER shall be required to pay the purchase price in cash in advance and not via third parties.

5.2 If SELLER issues an invoice rather than requiring cash in advance, any objections to SELLER's invoice shall be promptly raised by

BUYER in writing, via email or fax. The BUYER is obliged to make all payments personally- not by third parties.

5.3 BUYER may not set off any money owing or alleged to be owed by SELLER to BUYER against money due by BUYER to SELLER.

5.4 If any payment for an invoice has not been received in full by SELLER on or before the due date set forth in such invoice, such invoice shall be considered past due after a five day grace period. Past due amounts shall be subject to an interest charge in addition to the past-due amount at the lesser rate of 5% per month calculated daily or $ 50 late fee per month, and compounded monthly from the invoice date.

5.5 If BUYER is delinquent in paying the amount owed to SELLER, then without limiting any other rights and remedies available to SELLER under the law or under the contract, SELLER may suspend shipment and/or deliveries of any or all products purchased by BUYER.

5.6 If SELLER retains a collection agency and/or attorney to collect any past-due amount, the amount of all collection costs incurred by SELLER, including any attorney's fees, shall be payable by BUYER to SELLER.

6. Cancelation of Purchase Orders

6.1 BUYER may not alter or cancel any purchase orders evidenced by signed Order Confirmations without the prior written consent of SELLER.

6.2 If SELLER agrees to permit BUYER to alter or cancel a purchase order evidenced by a signed Order Confirmation, BUYER agrees to indemnify SELLER against any loss, damage, and expense incurred by SELLER in relation to the cancellation or alteration of such purchase order.

7. Transportation and Insurance

7.1 Unless otherwise specified in the Order Confirmation, all prices are FCA Warehouse Savage, MN; 6653 Highway 13 West, Savage, MN 55378, USA.(*)

7.2 Unless otherwise specified in the Order Confirmation, BUYER shall arrange for transportation of the GOODS to their destination and shall insure the GOODS for the shipment accordingly at their full replacement value.

7.3 BUYER shall be responsible for compliance with all export and import laws of all countries involved in the sale of the GOODS under these T&C or any resale of the GOODS by BUYER. BUYER assumes all responsibility for shipments of GOODS requiring any government import clearance.

7.4 If the GOODS are exported out of the United States, BUYER shall ensure that the assigned freight forwarder/carrier is an authorized agent and has received the power of attorney as defined by the U.S. Department of Commerce in the Foreign Trade Regulations.

7.5 All trailers/containers arriving at the warehouse in Savage, MN* to receive GOODS will be inspected by SELLER prior to loading to ensure compliance with general food and pharmaceutical safety requirements, as specified in the SELLER's document, "Trailer Requirements". Any trailer/container or carrier that does not meet these requirements may be rejected by SELLER.

8. Delivery

8.1 Unless otherwise stated in the Order Confirmation, SELLER shall be deemed to have delivered the GOODS to BUYER when the GOODS are made available to BUYER for physical collection by or on behalf of BUYER at SELLER's warehouse in Savage, MN*.

8.2 A collection date will be given by SELLER only after BUYER has submitted to SELLER all the required documents, approvals and/or releases, and after any other cooperative acts, including any required advance payment.

8.3 Without limiting any other provision in these T&C, any failure by BUYER to pay any invoice or any other amount when due in accordance with its terms, will entitle SELLER to withhold or delay BUYER's physical collection of GOODS.

8.4 The stated time frame on the Order Confirmation for the physical collection of the GOODS is an estimate only, and SELLER shall not be contractually required to meet such a time frame and will not be liable to BUYER by reason of delays caused by any reason whatsoever.

8.5 To effect BUYER's physical collection of the GOODS at SELLER's warehouse in Savage, MN*, a time range will be assigned by SELLER. Any receipt outside the assigned time range will result in an additional fee.

8.6 If BUYER is unable to collect the GOODS at SELLER's nominated warehouse at the time assigned by SELLER, SELLER may (at its option and without limiting its other rights and remedies) arrange for suitable storage of the GOODS. In such an event, BUYER shall pay or reimburse SELLER for all costs and expenses of warehousing, insurance, and handling associated with the storage of the GOODS.

8.7 BUYER shall be obliged to accept delays in delivery that are due to causes beyond SELLER's control (Force Majeure) including but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, snowstorms, tornados, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain raw materials for production.

8.8 In the event of any obstacle to SELLER's performance under Section 8.7, SELLER shall be permitted to withdraw from any contract, agreement of sale, Order Confirmation, or other obligation of SELLER to BUYER if SELLER determines that any such obstacle shall render it commercially impracticable for SELLER to perform its obligations. Any other rights and obligations not impacted by such obstacle shall remain in full force and effect.

9. Transfer of Risk

9.1 The risk of loss for the GOODS passes to BUYER as soon as the GOODS have been made available for collection at SELLER's warehouse at the agreed date and time.

9.2 All risk of any accidental perishing or deterioration of the GOODS shall be borne by BUYER if BUYER or BUYER's designated agent shall fail to collect the GOODS at the agreed time and date.

9.3 BUYER shall insure the GOODS against all risks for GOODS of that kind from the time the risk of loss for the GOODS passes from SELLER to BUYER. In the event of any loss or damage during the loading of the GOODS or in transit, BUYER, will file its own claim with BUYER's chosen forwarder/carrier.

10. Retention of Title

10.1 Title to the GOODS shall remain vested in SELLER and shall not pass to BUYER until the purchase price for GOODS has been paid in full and received by SELLER. Until the title to GOODS passes:

10.1.1 SELLER shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the GOODS covered by retention of title, which have not been sold, in

1.1 * Also: Brook Warehouse, NJ; 8 Heller Park Lane, Somerset, NJ 108873

case of breach of contract by BUYER and particular in case of default of payment.

10.1.2 SELLER and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the GOODs or any part are stored, or upon which SELLER reasonably believes them to be kept.

10.1.3 SELLER shall acquire joint property in any new products which are the result of processing and/or mingling the GOODS covered by retention of title with goods owned by others. The extent of such joint property is calculated in the proportion of the invoice value of the goods delivered by the SELLER to the invoice value of the other goods.

10.1.4 BUYER shall be allowed to re-sell the GOODs in the course of BUYER's normal business dealings. The proceeds due from of any selling on of the GOODs covered by retention of title, also to the extent that such GOODs have been processed and/or mingled shall be held on trust for SELLER by BUYER.

10.1.5 BUYER shall insure the GOODs to their full replacement value, and arrange for SELLER to be noted on the policy of insurance as the loss payee.

11. Notification of Non-Conforming GOODS

11.1 BUYER shall confirm the accuracy as to the GOODS identity, quantity, and quality upon receipt, and BUYER waives all claims therefore unless documented in writing and delivered to SELLER within ten (10) days after receipt of GOODS.

11.2 If the non-conformity of the GOODS in question was not recognizable during the inspection, BUYER shall notify SELLER without delay upon, and in no event more than ten (10) days after, discovery of the non-conformity. BUYER shall bear the burden of proof with regard to whether notification to SELLER was given within the required time.

11.3 The discovery of non-conforming GOODS does not give BUYER the right to cancel other signed Order Confirmations.

12. Indemnification and Liability, Compliance

12.1 BUYER will comply with all laws, rules, and regulations pertaining to use, storage, transportation, handling, packaging, labeling and resale of the GOODS and BUYER assumes all risks and liability arising out of its use, storage, handling, and resale of the GOODS. BUYER shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these T&C, including the use, storage, transportation, handling, packaging, labeling and resale of the GOODS.

12.2 BUYER agrees to keep accurate accounts, books and records pertaining to the use, storage, transportation, handling, packaging, labeling and resale of the GOODS.

12.3 BUYER agrees to defend, indemnify, and hold SELLER and its agents, employees and officers, related companies and its successors and assigns harmless from all claims, demands, actions, damages and liabilities, including attorney's fees arising out of or in any way connected with any act, omission, negligence or misconduct of BUYER, its agents, contractors, customers, employees and officers or arising out of or in any way connected with any breach of BUYER's obligations under these T&C.

12.4 BUYER will also comply with the basic principles as set out in SELLER's Partner Code of Conduct available under https://www.meggle-group.com/en/coc

12.5 If third-party components are used in its IT infrastructure, BUYER undertakes to provide security updates and to take its own measures to ensure cybersecurity in accordance with the current state of the art. Furthermore, BUYER shall notify SELLER im-mediately, first by email to informationssicherheit@meggle.com and then by telephone, of any security-relevant incidents or security breaches in the area of BUYER's IT and any third parties that could affect the contractual relationship with SELLER.

12.6 If BUYER is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any of the GOODS from the market, it shall immediately notify SELLER in writing enclosing a copy of the recall notice. Unless required by law, BUYER may not undertake any recall or withdrawal without the written permission of SELLER and in strict compliance with SELLER's instructions as to the process of implementing the withdrawal.

13. Intellectual Property

13.1 BUYER has obtained no right whatsoever in any copyright, patent, trademark, trade secret, mask work, or other intellectual property right of SELLER by virtue of purchasing GOODS from SELLER, all of which rights SELLER retains unto itself.

14. Confidentiality, Contractual Penalty, Marketing Measures

14.1 BUYER is obliged to use confidential information and trade secrets provided by SELLER solely to fulfill its obligations under the concluded contract. The Buyer may only disclose this information to employees who are obliged to maintain confidentiality and have a need-to-know basis. BUYER must not pass this information on to third parties, unless this information (i) was already publicly known at the time of disclosure or has become publicly known thereafter, (ii) was disclosed to BUYER by a third party without BUYER breaching any confidentiality obligation, (iii) was already in BUYER's possession or known to it at the time of disclosure, or (iv) were developed by BUYER independently of access to the trade secrets. If those obligations are breached, SELLER may demand immediate return of confidential information and trade secrets.

14.2 The confidential information and trade secrets pursuant to subparagraph 14. 1 shall include, but are not limited to, SELLER's internal procedures, the conditions of the contract concluded, documents and information received by SELLER, personal data, recipes, procedural instructions, specifics of the development project including the systems used for this purpose, know-how, business relationships, business strategies, business plans, financial planning and personnel matters, the technical status, the construction and operation of the production facilities including descriptions, schedules, goals, construction drawings, plans, whereby it is irrelevant on which carrier medium they are embodied, whether they are marked as "confidential" or "secret", whether they have a special economic value from BUYER's point of view or whether other technical or organizational measures are taken by SELLER to protect confidentiality. Furthermore, BUYER undertakes not to reverse engineer, decompile, disassemble or otherwise examine the composition and/or production of information of SELLER which is subject to secrecy, unless necessary for delivery and expressly agreed to in writing by SELLER in advance. Upon SELLER's request, BUYER shall immediately return all documents and information to SELLER and/ or delete all confidential information from any data carriers, and destroy all compilations, memoranda, analyses, reports or other physical and electronic documents related to, in whole or in part, to confidential information, immediately, at the latest within 30 days of termination of the contract or upon termination of the Project - unless this conflicts with legal or professional duties to retain such information. Electronically stored confidential information is destroyed by completely and irrevocably deleting the

files or irretrievably destroying the data carrier. In the case of confidential information stored electronically, complete and irrevocable deletion means that any access to this information becomes impossible, whereby special deletion methods (e.g. "wiping") are to be used that meet the recognized standards.

The obligation to return/destroy does not apply to (i) computer backups or archive copies of confidential information generated automatically as part of the BUYER's usual data backup, provided that these copies are no longer accessible to regular users and are not used for any purpose other than for backup of the data or archiving and for (ii) confidential information that must be kept for evidence or verification purposes or to fulfill statutory archiving and storage obligations. (iii) confidential information which is economically or technically impossible to return or destroy, for which the burden of proof is on the BUYER, provided, however, that confidential information and/or copies thereof retained pursuant to (i) (ii) and (iii) of this paragraph the terms of section 10.1 shall apply, but with an indefinite obligation of confidentiality.

BUYER shall confirm the complete return/ destruction in writing upon SELLER's request.

14.3 After termination of the contract, BUYER shall not use SELLER's confidential information or trade secrets to acquire, manufacture or have manufactured competitive products. This applies to every direct and indirect activity. A "competing product" means any product that corresponds to or is comparable with the goods in the order.

14.4 BUYER shall compensate SELLER for any breach of the obligations set forth in Sections 14.1 to 14.3, unless BUYER is not responsible for the breach. The amount of damages shall depend on the severity and consequences of the breach and may be reasonably determined by SELLER on a case-by-case basis, subject to judicial review in the event of a dispute. This does not limit SELLER's right to claim additional damages or to seek injunctive relief.

14.5 Only with SELLER's prior written consent may BUYER advertise the business relationship, in individual cases. The scope of such advertising measures shall be jointly agreed in writing.

14.6 Confidential information of SELLER may not be used in artificial intelligence applications without the express consent of SELLER.

15. Assignment

15.1 SELLER may subcontract the performance of any obligation of SELLER under any Order Confirmation or supply agreement, provided that SELLER shall remain primarily liable for the performance of the obligation unless otherwise agreed by BUYER.

15.2 BUYER shall not assign any right or obligation under any Order Confirmation or related supply agreement or these T&C.

16. Jurisdiction and Governing Law

16.1 Any dispute under arising with respect to any Order Confirmation or these T&C shall be governed by New York State Law, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

16.2 Application of United Nations Convention on Contracts for the International Sale of Goods (CSIG) shall be excluded.

16.3 Any dispute arising from, or relating to, either directly, or indirectly, any Order Confirmation or these T&C shall be resolved in the New York State 9th Judicial District Supreme or Country Court located at 10 Market Street, Poughkeepsie, NY 12601.

16.4 EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THESE T&C OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING