

SUHEUNG EUROPE GMBH (SHEU) General Terms and Conditions of Sale

Valid from 01 September 2026

§ 1 Scope and Applicability (1) These General Terms and Conditions of Sale (the "Terms") apply exclusively to all offers, sales and deliveries by SUHEUNG EUROPE GMBH ("SHEU" or the "Seller") to entrepreneurs (Unternehmer), legal entities under public law and special funds under public law. They do not apply to consumers. (2) Any terms of the Customer that deviate from or supplement these Terms are rejected unless SHEU expressly agrees to them in text form. Acceptance of, or payment for, goods and performance of delivery with knowledge of the Customer's terms do not constitute such agreement. (3) These Terms also apply to future transactions with the Customer. Individual agreements expressly made for a particular transaction prevail over these Terms.

§ 2 Offers, Orders and Contract Formation (1) SHEU's offers, quotations, price lists and delivery indications are non-binding unless expressly designated as binding. (2) A Customer order constitutes a binding offer. A contract is formed only when SHEU issues an order confirmation in text form or dispatches the goods, whichever occurs first. The content of SHEU's order confirmation governs the contract unless the Customer objects without undue delay. (3) The Customer shall promptly verify the order confirmation, including product description, specification, quantity, price, delivery term and named place. Changes or cancellations require SHEU's express consent in text form and may be made conditional upon reimbursement of all resulting costs and losses. (4) Product samples, specifications and technical information describe the goods but constitute a guarantee only if expressly identified as such by SHEU in text form.

§ 3 Prices, Freight and Payment

(1) Unless otherwise agreed in the order confirmation, prices are net prices in euros, exclusive of statutory VAT, special packaging, freight, transport, insurance, customs duties, import VAT, taxes, levies and similar public charges. Freight and transportation costs may be invoiced separately in accordance with § 5, including where delivery is agreed DDP. (2) SHEU may apply its then-current minimum-order surcharge for orders below the applicable minimum order quantity, provided the amount or calculation basis is disclosed to the Customer before or in the order confirmation. (3) Payment shall be made by the payment due date separately agreed between the parties. Payment shall be deemed completed only when the amount has been finally credited to SHEU's account. SHEU may require advance payment or adequate security where there are reasonable grounds to doubt the Customer's creditworthiness. (4) If the Customer is in default of payment, SHEU shall be entitled to charge default interest at a rate of nine percentage points above the applicable base interest rate pursuant to Sections 247 and 288 of the German Civil Code (BGB). SHEU shall also be entitled to the statutory lump-sum compensation of EUR 40 and to claim any further damage caused by the delay. The EUR 40 lump sum shall be credited against any recoverable legal enforcement costs. (5) Where, after formation of the contract, unforeseeable and material increases occur in the cost of raw materials, energy, labour, freight, duties or exchange rates and delivery is scheduled more than four months after contract formation, SHEU may adjust the price to the extent of the actual cost increase. SHEU shall disclose the relevant calculation factors on request. If the increase exceeds 10% of the agreed net price, the Customer may terminate the affected, undelivered portion within ten business days after notice of the increase. (6) If the Customer fails to accept goods after expiry of a reasonable additional period, SHEU may claim its actual loss and additional expenses. SHEU may claim liquidated damages of 25% of the net price for standard stock goods and 100% for customer-specific goods, provided the Customer remains entitled to prove that no loss or a substantially lower loss occurred. SHEU may prove and claim a higher loss.

§ 4 Set-off and Rights of Retention (1) The Customer may set off only claims that are undisputed, finally adjudicated or arise from the same contractual relationship. (2) The Customer may exercise a right of retention only in respect of claims arising from the same contractual relationship.

§ 5 Delivery Terms, Freight, Risk and Insurance (1) The delivery term and the precise named place stated in SHEU's order confirmation govern each delivery. Incoterms references mean Incoterms® 2020. (2) For Customers established in a Member State of the European Union, delivery shall be DDP at the destination named in the order confirmation, unless otherwise agreed. The allocation of obligations, costs and risk under DDP remains unchanged. Depending on the order quantity and pricing conditions, SHEU shall charge the Customer the applicable freight and transportation costs separately from the product price. SHEU shall inform the Customer of such freight and transportation costs before issuing the order confirmation. Unless otherwise agreed, the Customer shall be responsible for unloading the goods at the destination. (3) For Customers established outside the European Union, delivery shall be DAP at the destination named in the order confirmation, unless the parties expressly agree on another Incoterms® rule in text form. Freight and transportation costs shall be handled in the same manner as provided in paragraph (2). Under DAP, the Customer shall be responsible for unloading, import clearance, import duties, import VAT, other taxes, and all other import-related formalities and charges. (4)

If, when submitting its order, the Customer requests collection by expressly stating "EXW Seller's warehouse", SHEU may accept that request in its order confirmation following consultation with the Customer. EXW applies only if the order confirmation states "EXW [full address of SHEU warehouse], Incoterms® 2020". Under EXW, SHEU makes the goods available, suitably packaged and not loaded, at the stated warehouse; the Customer arranges and bears the cost and risk of loading, carriage, insurance and, where applicable, export, transit and import formalities. SHEU shall provide reasonable assistance with documents at the Customer's risk and expense. For an export from the European Union, SHEU may require FCA at the named SHEU warehouse instead of EXW where necessary for export-control, customs or VAT evidence purposes. (5) Freight, transportation and other amounts charged to the Customer under this § 5 are part of the agreed price allocation and do not alter the place of delivery or transfer of risk prescribed by the applicable Incoterms rule. (6) Unless SHEU expressly agrees otherwise, transport insurance is not procured for the Customer. Where the applicable Incoterms rule requires SHEU to arrange carriage, SHEU may select the carrier and route with reasonable care. Insurance requested by the Customer shall be at the Customer's expense. (7) The risk of accidental loss or damage passes in accordance with the Incoterms rule confirmed for the delivery. Any inconsistent general risk-transfer provision is excluded.

§ 6 Delivery Dates, Partial Delivery and Acceptance

(1) Delivery periods begin only after all commercial and technical matters have been clarified and the Customer has timely provided all required information, approvals, payments and cooperation. SHEU may withhold performance while the Customer is in default. (2) Delivery dates are binding only if expressly confirmed as binding by SHEU. Otherwise they are estimates. Time is not of the essence unless expressly agreed or required by law. (3) SHEU's obligation is subject to correct and timely self-supply where SHEU has entered into a congruent covering transaction and is not responsible for the failure of supply. SHEU shall inform the Customer without undue delay and refund any consideration for unavailable goods. (4) SHEU may make reasonable partial deliveries and invoice them separately where this does not impose an unreasonable burden on the Customer. (5) If dispatch or collection is delayed for reasons attributable to the Customer, SHEU may store the goods at the Customer's cost and risk after the agreed delivery point has been reached or, in the case of EXW, after the goods have been placed at the Customer's disposal. Statutory rights arising from default of acceptance remain unaffected. (6) Binding orders may not be cancelled and accepted goods may not be returned without SHEU's prior consent in text form. SHEU may condition consent on an agreed cancellation or restocking charge. Returns require a Return Material Authorization ("RMA") number and must follow SHEU's return instructions.

§ 7 Inspection, Defects and Returns

(1) The goods sold by SHEU require prompt incoming inspection and batch control. Where § 377 of the German Commercial Code (HGB) applies, the Customer shall inspect the goods without undue delay after delivery, insofar as feasible in the ordinary course of business. The inspection shall include packaging integrity, identity, quantity, visible condition, agreed certificates and representative quality checks appropriate to the intended use. Apparent defects shall be notified to SHEU in text form without undue delay, normally no later than five business days after delivery. A latent defect shall be notified without undue delay, normally no later than five business days after discovery. These periods clarify, but do not extend, the statutory requirement of notification without undue delay. (2) A notice of defect shall identify the order, product, batch or lot number, delivery date, quantity affected, nature and time of discovery of the alleged defect and processing status. It shall include available photographs, test results, retained samples and other supporting evidence. The Customer shall immediately quarantine the affected and reasonably suspect batches, suspend further processing or distribution to the extent reasonably necessary, preserve traceability records and take reasonable measures to mitigate loss. (3) Failure to inspect or notify in accordance with § 377 HGB results in the statutory consequences set out there. SHEU may not rely on this provision where it fraudulently concealed the defect. (4) The Customer shall preserve the goods, original packaging and representative samples and provide SHEU a reasonable opportunity to inspect and test them before alteration, destruction or return, except where immediate action is legally required for product safety. Goods may be returned only after SHEU issues an RMA and return instructions. (5) Processing or use of goods after the Customer discovered, or by a proper inspection should have discovered, a defect is at the Customer's risk, except to the extent the Customer could not reasonably avoid such processing or use. SHEU is not responsible for loss that could reasonably have been avoided by timely inspection, notification, quarantine, processing stop, traceability or other mitigation. (6) For a justified defect, SHEU may, at its option, repair or replace the affected goods within a reasonable period. If supplementary performance fails or is unreasonable, the Customer may exercise the statutory rights to reduce the price or rescind the affected contract, subject to statutory requirements. Claims for damages and reimbursement of expenses are governed exclusively by § 8. (7) Returns caused by Customer error may, if accepted by SHEU, be subject to a restocking fee of 20% of the net invoice price plus freight and handling costs. This does not apply to justified defect claims.

§ 8 Limitation of Liability and Limitation Period

(1) SHEU is liable without limitation for intent and gross negligence; injury to life, body or health; liability under the German Product Liability Act; fraudulent concealment of a defect; and guarantees expressly assumed by SHEU. (2) In the event of a slightly negligent breach of a material contractual obligation, SHEU's liability is limited to the loss typical for the contract and reasonably foreseeable when the contract was formed. A material obligation is one whose performance is essential to proper execution of the contract and on whose performance the Customer may regularly rely. (3) Subject to paragraphs (1) and (2), liability for slight negligence is excluded. In cases governed by paragraph (2), the invoiced net value of the affected batch is the ordinary maximum amount of loss foreseeable for the contract, unless the Customer informed SHEU in text form before contract formation of a specific, materially higher foreseeable risk and SHEU expressly accepted that risk. This sentence does not reduce liability below the amount of loss typical for the contract and reasonably foreseeable at contract formation where such reduction would be legally impermissible. (4) To the extent legally permissible, SHEU is not liable for indirect or consequential loss, including loss of profit, production, use, business opportunity, goodwill, contractual penalties owed by the Customer to third parties, or the costs of a general market withdrawal or recall. Costs of sorting, testing, processing stoppage, field action, withdrawal or recall are recoverable only to the extent the measure was objectively necessary because of a defect for which SHEU is responsible, was proportionate, and SHEU was consulted in advance where reasonably possible. The Customer shall provide complete evidence of causation, necessity and amount. (5) SHEU is not liable for defects or loss caused by unsuitable storage, transport after risk transfer, handling, filling, formulation, processing, combination with other materials, failure to follow SHEU's specifications or instructions, use after the stated shelf life, or use for a purpose or in a market not expressly agreed, unless the Customer proves that the circumstance did not cause or contribute to the defect or loss. (6) The limitations in this § 8 also apply to SHEU's directors, employees, agents and other persons engaged in performance. (7) The limitation period for claims arising from defects is 12 months from delivery. This does not apply to the cases in paragraph (1), to statutory recourse claims, to goods used for a building in accordance with their customary purpose which caused its defectiveness, or where mandatory law prescribes a longer period. Statutory suspension and recommencement rules remain unaffected.

§ 9 Retention of Title

(1) SHEU retains title to the goods until full payment of all present and future claims arising from the ongoing business relationship (the "Reserved Goods"). (2) The Customer shall handle the Reserved Goods with due care and insure them adequately at replacement value. The Customer shall notify SHEU without undue delay of attachments, insolvency applications or other third-party access. (3) The Customer may resell the Reserved Goods in the ordinary course of business. The Customer hereby assigns to SHEU, as security, all claims arising from such resale up to the amount of SHEU's secured claims. SHEU authorises the Customer to collect the assigned claims while the Customer is not in payment default and no insolvency event has occurred. (4) Processing or transformation of Reserved Goods is carried out for SHEU without creating obligations for SHEU. If combined with goods not owned by SHEU, SHEU acquires co-ownership in proportion to the invoice value of the Reserved Goods to the value of the other goods at the time of combination. (5) At the Customer's request, SHEU shall release security interests to the extent that their realisable value exceeds the secured claims by more than 10%; SHEU may select the security to be released.

§ 10 Force Majeure

(1) Neither party is liable for failure or delay caused by an event beyond its reasonable control that was not reasonably foreseeable at contract formation and whose effects could not reasonably be avoided or overcome. Such events may include natural disasters, war, terrorism, epidemics, government measures, lawful strikes, transport disruption, cyber incidents, energy or raw-material shortages and failure of suppliers, provided the affected party is not responsible for the event. (2) The affected party shall notify the other party without undue delay and use reasonable efforts to mitigate the effects. Performance obligations are suspended only for the duration and extent of the impediment. (3) If the impediment continues for more than three months and materially frustrates the affected contract, either party may terminate the affected, unperformed portion by notice in text form. Payment obligations for goods already delivered remain unaffected.

§ 11 Compliance and Product Use

(1) Each party shall comply with applicable export-control, sanctions, anti-bribery and customs laws. SHEU may suspend or refuse performance to the extent necessary to comply with such laws without liability, provided SHEU informs the Customer to the extent legally permitted. (2) Unless expressly agreed otherwise, the Customer is responsible for determining and validating whether the goods are suitable for the Customer's formulation, filling process, machinery, storage conditions, intended purpose and target market. The Customer is responsible for its finished product, including formulation,

manufacturing controls, stability, shelf life, labelling, marketing authorisation and compliance with applicable food, dietary-supplement, pharmaceutical and other regulatory requirements. This does not limit SHEU's responsibility for conformity of the goods with the expressly agreed specification. (3) The Customer shall maintain appropriate batch traceability, retained samples, quality records and complaint procedures. The Customer shall notify SHEU without undue delay of any suspected safety issue, regulatory inquiry, market action or recall that may relate to the goods and, where legally and practically possible, consult SHEU before making admissions or taking action attributed to SHEU. Each party shall cooperate as reasonably required by applicable product-safety and regulatory law.

§ 12 Governing Law, Jurisdiction and Final Provisions

(1) These Terms and all contracts governed by them are subject to the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). (2) If the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the courts having jurisdiction for Eschborn, Germany shall have exclusive jurisdiction. SHEU may also sue the Customer at its general place of jurisdiction. (3) The place of payment is Eschborn, Germany. The place of performance for delivery is determined by the applicable Incoterms rule and named place in the order confirmation. (4) Amendments, supplements and notices under these Terms may be made in text form (including email), unless mandatory law or an individual agreement requires a stricter form. Individual agreements remain unaffected by any form clause. (5) If any provision is or becomes invalid or unenforceable, the remaining provisions remain effective. The invalid provision shall be replaced by the applicable statutory rule. – END-