SUHEUNG VIETNAM CO., LTD. General Terms and Conditions of Sale **Valid from 01 September 2026**

These Global Terms and Conditions of Sale (the “Terms”) apply to business-to-business sales of empty hard capsules by SUHEUNG VIETNAM CO., LTD. to Customers located outside the Socialist Republic of Vietnam. The documents constituting each contract and their order of precedence are set out in Clause 1.3.

1. Scope and Priority

1.1 These Terms apply exclusively to all quotations, offers, sales and deliveries of empty hard capsules by SUHEUNG VIETNAM CO., LTD. (the “Seller”) to any purchaser located outside the Socialist Republic of Vietnam and acting in the course of business (the “Customer”). Applicability shall be determined by the Customer’s location, irrespective of the goods’ final destination or country of use. These Terms do not apply to consumers.

1.2 Any terms proposed by the Customer are rejected and shall not apply, even if referenced in a purchase order, portal or other document, unless the Seller expressly accepts them in a writing signed by an authorized representative. Performance, delivery, silence, or acceptance of payment does not constitute acceptance of Customer terms.

1.3 The following order of precedence applies in case of conflict: (a) an individually negotiated agreement signed by both parties; (b) the Seller’s Order Confirmation; (c) an agreed product specification or quality agreement, but only for technical and quality matters; and (d) these Terms. A purchase order controls only product, quantity, requested date and delivery address to the extent accepted in the Order Confirmation.

1.4 These Terms also apply to all future transactions with the Customer. The Seller may amend or replace these Terms from time to time. Unless otherwise expressly stated in the Order Confirmation, the version in effect on the date the Seller issues the relevant Order Confirmation shall govern that transaction.

1.5 These Terms apply only where SUHEUNG VIETNAM CO., LTD. is identified as the Seller in the applicable Order Confirmation. Where a sale is made by a subsidiary, affiliate, distributor or other entity established outside the Socialist Republic of Vietnam, that sale shall be governed by the terms and conditions issued by that entity, and the Customer shall direct all contractual notices and communications relating to the sale to that entity. Any assistance or communication provided by a local SUHEUNG entity in connection with a sale by the Seller is administrative only and does not make that entity a party to the contract or authorize it to amend the contract or bind the Seller, unless the Seller expressly confirms otherwise in writing.

2. Offers, Orders and Contract Formation

2.1 Quotations, price lists, samples, forecasts, lead times and other pre-contract information are non-binding unless expressly stated to be binding. All prices are subject to confirmation in the Seller’s Order Confirmation. Product descriptions and technical information describe the goods but do not constitute guarantees unless expressly identified as such in the Order Confirmation.

2.2 A Customer order constitutes a binding offer and may not be withdrawn or cancelled without the Seller’s prior written consent. A contract is formed only when the Seller issues an Order Confirmation in text form. The Order Confirmation, together with the other contract documents identified in clause 1.3, shall govern the

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contract. Any terms contained in the Customer's order that are not expressly accepted in the Order Confirmation are excluded.

2.3 The Customer shall promptly verify the Order Confirmation, including the product, quantity, specification, price, payment terms and delivery details. Any change to an order shall be effective only with the Seller's express written consent.

2.4 Forecasts are provided for planning purposes only and do not constitute binding purchase or supply commitments unless otherwise agreed in writing by the parties.

3. Product Specifications, Samples and Changes

3.1 At the time risk transfers, the goods shall conform to the specification expressly identified in the Order Confirmation or, for technical and quality matters, an applicable quality agreement signed by both parties. Where no applicable specification is identified, the Seller's standard specification in effect on the date of the Order Confirmation shall apply.

3.2 Minor variations that are permitted by the agreed specification or generally accepted industry tolerances shall not constitute a defect or nonconformity.

3.3 Customer-specific colors, imprints, formulations, artwork, tooling and packaging require the Customer's written approval. The Seller may rely on such approval. The Customer is responsible for the accuracy, suitability and lawful use of all materials, trademarks, text and instructions supplied or expressly approved by the Customer, including ensuring that they do not infringe any third-party rights. Any delivery date shall be reasonably extended to the extent affected by a delay in the Customer's approval or instructions.

4. Prices, Taxes and Payment

4.1 Unless otherwise stated in the Order Confirmation, prices are net and exclude all applicable taxes, duties, bank charges, special packaging, freight, insurance and other charges.

4.2 The Customer shall pay all invoices in full by the due date without set-off, counterclaim, deduction or withholding, except as required by mandatory law. The Seller may at any time set off any amount payable by the Seller to the Customer against any amount owed by the Customer to the Seller, whether or not due and regardless of currency.

4.3 Payment is complete only when cleared funds are finally credited to the Seller's nominated account. The Customer shall bear all bank charges. The Seller may apply payments first to costs, then to interest and finally to principal, and may require advance payment or adequate security. The Seller may assign its receivables to a third party.

4.4 Any overdue amount shall automatically bear interest at the lesser of 1.0% per month and the maximum lawful rate. The Customer shall reimburse the Seller for reasonable and documented costs actually incurred in collecting the overdue amount. If the Customer fails to pay when due, suspends payment, becomes insolvent or becomes subject to restructuring or similar proceedings, the Seller may, to the extent permitted by applicable law, declare all outstanding amounts immediately due and suspend deliveries or terminate the affected contracts without prior notice.

4.5 The Seller may adjust the price of any undelivered goods to reflect material changes in raw-material, energy, labor, freight, duties, exchange rates, other relevant costs or market conditions occurring after the Order Confirmation. The Seller shall give the Customer reasonable written notice of the adjustment. If the increase exceeds 10% of the price stated in the Order Confirmation, the Customer may cancel the affected undelivered portion without penalty by written notice within ten business days. If the Customer does not cancel within that period, the adjusted price shall apply.

5. Delivery, Incoterms, Risk and Title

5.1 The Incoterms® 2020 rule and the precise named place or port stated in the Order Confirmation shall govern delivery, allocation of costs, export and import formalities and transfer of risk. The Order Confirmation shall identify the applicable named place or port, including the address of the relevant facility where appropriate. If no Incoterms rule is stated, delivery shall be FCA the Seller's facility identified in the Order Confirmation, Socialist Republic of Vietnam, Incoterms® 2020. If the facility is not identified in the Order Confirmation, the Seller shall designate and notify the Customer of the applicable facility in the Socialist Republic of Vietnam before delivery.

5.2 The Customer is importer of record unless the Order Confirmation expressly provides otherwise. The Customer is responsible for import clearance, permits, registrations, duties, taxes, local charges and compliance in the destination and any transit country to the extent allocated to it by the agreed Incoterms rule.

5.3 Delivery dates are estimates, and time is not of the essence unless a delivery date is expressly stated to be binding in the Order Confirmation. A delivery period shall begin only after all relevant commercial and technical matters have been settled and the Customer has timely provided all required approvals, documents, payment, security and reasonable cooperation. Any delivery period shall be reasonably extended to the extent affected by a delay attributable to the Customer.

5.4 The Seller may make commercially reasonable partial deliveries and invoice them separately. If dispatch, collection, import clearance or acceptance is delayed for reasons attributable to the Customer, the Seller may, after reasonable notice where practicable, store, redirect or resell the goods at the Customer's reasonable cost and risk. Any net proceeds from resale shall be credited against the amounts owed by the Customer after deduction of the Seller's reasonable costs.

5.5 Unless the agreed Incoterms rule requires the Seller to obtain insurance or the Order Confirmation expressly states otherwise, the Seller is not required to procure cargo insurance for the Customer. If the Seller agrees to obtain additional insurance at the Customer's request, the Customer shall bear the related cost.

5.6 To the extent enforceable under applicable law, legal title to the goods shall remain with the Seller until the Seller has received full payment for those goods. Risk shall transfer separately in accordance with the agreed Incoterms rule. At the Seller's reasonable request, the Customer shall provide reasonable assistance necessary to establish or protect any legally available retention-of-title or security interest.

6. Delay, Allocation and Force Majeure

6.1 The Seller shall not be liable for delay caused by the Customer, a carrier after risk has transferred, an import authority in relation to matters for which the Customer is responsible, or an event of Force Majeure. "Force Majeure" means an event beyond the affected party's reasonable control that could not reasonably

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have been avoided or overcome, including natural disaster, fire, epidemic, war, terrorism, civil unrest, governmental action, sanctions, export or import restrictions, labor disruption, cyber incident, utility interruption, transport disruption, or an unavoidable shortage or failure of critical raw materials or suppliers.

6.2 The affected party shall notify the other as soon as reasonably practicable and use commercially reasonable efforts to mitigate the effects. Obligations shall be suspended only to the extent and for the period affected. The Seller may allocate available production capacity and inventory among its customers on a commercially reasonable basis.

6.3 If Force Majeure continues for more than 90 days and materially prevents performance of an affected order, either party may terminate the unperformed affected portion by written notice. The Customer shall remain responsible for amounts due for goods already delivered and for reasonable, non-cancellable costs incurred before the Force Majeure event that relate directly to customer-specific goods, after taking account of reasonable mitigation and any recoverable value.

7. Inspection, Notice of Nonconformity and Returns

7.1 The Customer shall inspect the goods promptly upon receipt and before processing or use. Any apparent shortage, damage or nonconformity shall be notified to the Seller in writing within ten days after receipt. Any latent nonconformity shall be notified within five business days after discovery and within the warranty period stated in clause 8.5.

7.2 The Customer shall identify the affected product and batch, preserve available samples and evidence, and give the Seller a reasonable opportunity to inspect the goods. The Customer shall take reasonable steps to prevent further loss or distribution of affected goods.

7.3 No goods may be returned without the Seller's prior written approval. The Customer shall bear the reasonable cost and risk of return unless the goods are confirmed to be nonconforming for reasons attributable to the Seller. Failure to provide timely notice shall constitute acceptance of the goods to the maximum extent permitted by law, except in cases of fraud or willful concealment by the Seller.

8. Limited Warranty and Remedies

8.1 The Seller warrants that, at the time risk transfers, the goods materially conform to the agreed specification and are manufactured in accordance with the quality standards expressly stated in the Order Confirmation or applicable quality agreement signed by both parties.

8.2 Except for the express warranty in clause

8.1 and to the maximum extent permitted by law, all other warranties, conditions and representations, including merchantability, fitness for a particular purpose and compliance of the Customer's finished product with applicable law, are excluded.

8.3 For a valid claim, the Seller may, at its option, replace or rework the affected goods or refund or credit their net purchase price. If the selected remedy is not completed within a reasonable period, the Customer may reject the affected goods and recover the net price paid. These are the Customer's exclusive remedies, subject to any liability that cannot lawfully be limited.

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8.4 The warranty does not apply to the extent an issue is caused by improper transport after risk transfer, storage, handling, processing, filling, printing, machinery, combination with other materials, use after shelf life, failure to follow instructions, contamination after delivery or use for an unapproved purpose.

8.5 The warranty period is 12 months from delivery. The Customer must notify any nonconformity in accordance with clause 7. This limitation does not apply where mandatory law requires otherwise or to liability that cannot lawfully be limited.

9. Customer Regulatory and Product-Use Responsibilities

9.1 The Customer is responsible for determining and validating whether the goods are suitable for its manufacturing process, intended use and destination markets. Samples, technical support and recommendations provided by the Seller do not replace the Customer's validation.

9.2 The Customer is responsible for its finished product, including its formulation, manufacture, stability, shelf life, labelling, claims, regulatory approvals and compliance with applicable destination-country requirements.

9.3 The Customer shall maintain appropriate traceability, quality records, complaint handling and recall procedures and shall use the goods in accordance with the agreed specification and applicable law. Each party shall promptly notify the other and provide reasonable cooperation regarding any serious safety issue, regulatory inquiry, withdrawal or recall that may relate to the goods. Except where immediate action is required by law or necessary to protect health or safety, the Customer shall consult the Seller before initiating a withdrawal or recall for which it intends to seek reimbursement from the Seller.

9.4 Nothing in this section limits the Seller's responsibility for the goods' conformity with the agreed specification or any obligation that cannot lawfully be excluded.

10. Limitation of Liability, Indemnity and Recall Costs

10.1 Nothing in these Terms limits liability for fraud, willful misconduct, gross negligence, death or personal injury caused by negligence, breach of an expressly assumed guarantee, or any liability that cannot lawfully be limited.

10.2 Subject to clause 10.1, the Seller shall not be liable for any indirect, incidental, special, exemplary or consequential loss, or for any loss of profit, revenue, production, use, business opportunity, goodwill or data, or any contractual penalty payable by the Customer to a third party.

10.3 Subject to clause 10.1, the Seller's aggregate liability arising from or relating to an order, whether in contract, tort, statute or otherwise, shall not exceed the net amount paid or payable for the affected batch. This limitation shall not reduce the Seller's liability below any amount required by applicable mandatory law.

10.4 The limitations in this clause apply to the Seller's affiliates, directors, officers, employees, agents, subcontractors and suppliers and reflect the parties' agreed allocation of commercial risk.

10.5 The Customer shall indemnify the Seller and its affiliates against third-party claims, losses and reasonable costs to the extent arising from the Customer's finished product, formulation, filling, processing, labelling, claims, distribution, regulatory noncompliance, misuse of the goods, or materials and intellectual property supplied by the Customer, except to the extent caused by the Seller's breach or non-excludable fault. The reasonable costs of any withdrawal or recall shall be allocated in proportion to each party's proven responsibility. Subject to clauses

10.1 to 10.3, the Seller shall be responsible only to the extent the action results directly from a confirmed defect in the goods attributable to the Seller.

11. Compliance, Export Controls and Sanctions

11.1 Each party shall comply with all applicable anti-bribery, anti-corruption, customs, trade-control, sanctions, anti-money-laundering and human-rights laws. The Customer shall not sell, export, re-export, transfer or use the goods in violation of any law applicable to the transaction, goods, parties, destination, end user or end use.

11.2 The Customer shall timely provide accurate information concerning the end user, end use, destination, ownership and compliance when reasonably requested by the Seller. The Seller may screen the transaction and may suspend, refuse or terminate performance without liability if it reasonably determines that performance may violate applicable law, expose the Seller or its affiliates to sanctions or material enforcement risk, or if the Customer fails to provide the required information.

11.3 The Customer shall obtain all import licenses and destination-country approvals allocated to it under the contract. The Seller shall obtain any export authorizations allocated to it, but its performance is conditional upon such authorizations being granted and maintained on terms reasonably acceptable to the Seller.

12. Intellectual Property and Confidentiality

12.1 Each party retains ownership of its pre-existing intellectual property. The Customer may use, process, fill and resell the goods as contemplated by the contract, but no other patent, know-how, trade secret, trademark, copyright or intellectual property right is transferred or licensed.

12.2 The Seller retains ownership of its manufacturing methods, formulations, tooling, test methods, specifications, technical materials and any general improvements or know-how developed in performing the contract. Customer-provided artwork, trademarks and confidential product information remain the Customer's property.

12.3 Each party shall protect the other party's non-public commercial and technical information with reasonable care and use it only for the contract. Such information may be disclosed only to affiliates, employees, subcontractors and professional advisers who need to know it and are subject to equivalent confidentiality obligations. These obligations do not apply to information that is independently developed, lawfully received without restriction, already known without an obligation of confidentiality, or publicly available through no breach of contract.

12.4 Where disclosure is required by law or a competent authority, the receiving party shall, where legally permitted, promptly notify the other party and disclose only the information required. The confidentiality obligations shall continue for five years after disclosure, except that trade secrets shall remain protected for as long as they qualify as trade secrets under applicable law.

13. Termination and Insolvency

13.1 Either party may terminate an affected contract by written notice if the other party commits a material breach and fails to remedy it within 15 business days after receiving notice, or immediately if the breach cannot be remedied. To the extent permitted by law, the Seller may terminate immediately if the Customer becomes insolvent, suspends payment or enters restructuring proceedings.

13.2 Termination does not affect any accrued rights or obligations. Provisions concerning payment, confidentiality, intellectual property, liability, indemnity, governing law and disputes shall survive termination. If termination results from the Customer's breach or request, the Customer shall pay for goods already delivered and reasonable, non-cancellable costs directly related to customer-specific goods, after deduction of any reasonably recoverable value.

14. Governing Law and Dispute Resolution

14.1 These Terms and each contract governed by them, including their formation, validity, interpretation, performance and termination, shall be governed by the laws of the Socialist Republic of Vietnam, excluding its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.2 Before commencing arbitration on the merits, senior commercial representatives of the parties shall attempt in good faith to resolve any dispute, claim or controversy arising out of or in connection with these Terms or any contract governed by them through negotiation for 30 days after either party gives a written request for negotiation.

14.3 If the dispute is not resolved through negotiation under Clause 14.2, any dispute arising out of or in relation to these Terms or any contract governed by them, including any question regarding its existence, validity, performance or termination and any non-contractual claim arising out of or in connection with it, shall be finally resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration.

14.4 The tribunal shall consist of one arbitrator. The place of arbitration shall be Ho Chi Minh City, Socialist Republic of Vietnam. The language of the arbitration shall be English.

14.5 The arbitral award shall be final and binding upon the parties. Judgment upon or recognition and enforcement of the award may be sought in any court of competent jurisdiction.

14.6 Nothing in this Clause prevents either party from seeking urgent interim, conservatory or injunctive relief from any court or other authority of competent jurisdiction, or from taking any action necessary to preserve a claim before a limitation period expires. Seeking such relief shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate.

14.7 A party's failure or refusal to participate in the negotiation procedure under Clause 14.2 shall not prevent the other party from commencing arbitration after the 30-day negotiation period has expired. The negotiation requirement shall not apply to proceedings for urgent relief or actions necessary to preserve a claim before a limitation period expires.

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15. General Provisions

15.1 Contractual notices shall be in English and delivered by courier or email to the address stated in the Order Confirmation or later notified in writing. An email shall be deemed received when transmitted to the designated address without a delivery failure notice. A notice of termination or material breach shall also be sent by courier where reasonably practicable. Notices relating to arbitration shall be made in accordance with the applicable VIAC Rules and applicable law.

15.2 The Customer may not assign or transfer a contract without the Seller's prior written consent. The Seller may, upon notice to the Customer, assign a contract to an affiliate or successor in connection with a reorganization, merger or transfer of the relevant business.

15.3 The parties are independent contractors. Nothing in the contract creates an agency, partnership, fiduciary relationship, franchise, distributorship or exclusivity unless expressly agreed in a separate writing signed by both parties.

15.4 A failure or delay in exercising a right does not constitute a waiver. Any waiver must be in writing and applies only to the specific matter for which it is given. Rights and remedies are cumulative unless the contract expressly provides that a remedy is exclusive.

15.5 If any provision is invalid or unenforceable, it shall be modified only to the minimum extent necessary to make it valid and enforceable while preserving its commercial purpose. If modification is not permitted, the affected provision shall be severed, and the remaining provisions shall continue in effect.

15.6 A contract may be formed and signed electronically and in counterparts. Text form includes email unless the contract expressly requires a signed writing or applicable mandatory law requires otherwise. Headings are for convenience only and do not affect interpretation.

15.7 These Terms are prepared in English. Any translation is provided for convenience only, and the English version shall prevail to the extent permitted by applicable law.

15.8 The contract documents identified in clause

1.3 constitute the entire agreement concerning the sale and supersede all prior statements and agreements on the same subject. An amendment to an existing contract must be in writing and signed by authorized representatives of both parties. The Seller may update these Terms for future contracts in accordance with clause 1.4, but an update shall not amend an existing contract unless expressly agreed in writing.

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