

General Terms and Conditions of Sale and Delivery

1. Definitions

(1.1) In these General Terms and Conditions of Sale and Delivery:

- “Buyer” means the person, company or any other legal entity whose order for the Goods is accepted by the Seller.
- “Conditions” means these General Terms and Conditions of Sale and Delivery together with any special conditions agreed in writing between the Buyer and the Seller.
- “Contract” means the contract for the purchase and sale of the Goods and/or Services incorporating these Conditions.
- “Force Majeure” has the meaning set out in Section 7.4.
- “Goods” means the products, materials and related services supplied or provided by the Seller in accordance with these Conditions.
- “Group Company” means any company affiliated with the Seller within the Seller's group of companies.
- “Wellma”, “we”, “us”, “our” or “Seller” means Wellma Europe GmbH, Reg. No. HRB 9376, registered in Germany with its registered office in Recklinghausen.
- “Representative” means any Group Company and any subcontractor engaged by Wellma Europe GmbH or a Group Company, including their respective managing directors, officers, employees, consultants, authorised agents, agents and other representatives.
- “Services” means all manufacturing, filling, packaging, labelling, storage, logistics, quality assurance, consulting or other services provided by Wellma Europe GmbH in connection with the Goods.

2. Applicability of the Contractual Terms

(2.1) These General Terms and Conditions of Sale and Delivery (“Conditions”) apply exclusively to all offers, sales, deliveries and services of Wellma. Conflicting, deviating or supplementary terms and conditions of the Buyer shall not apply unless expressly acknowledged in writing by Wellma. These Conditions apply to the Contract to the exclusion of all other terms and conditions, irrespective of whether reference is made to these Conditions in the Contract.

(2.2) Unless otherwise agreed in writing, all contracts shall be governed exclusively by the General Terms and Conditions of Sale and Delivery (GTCS) of Wellma Europe GmbH valid at the time the contract is concluded, including the Quality Management Manual of Wellma Europe GmbH.

The GTCS are made available to the customer prior to the conclusion of the contract together with the offer, the order confirmation or other contract documents, or the customer is expressly informed of the internet address at which the GTCS can be accessed. The current version of the GTCS and of the Quality Management Manual is also available at any time on our website at www.wellma-europe.com.

By concluding the contract, the customer confirms that it has been given the opportunity to take note of the GTCS in a reasonable manner.

Deviating or supplementary terms and conditions or other provisions of the customer, irrespective of whether they are contained in, attached to or referred to in orders, order confirmations, specifications, quality agreements, customer portals, websites, codes of conduct or other documents, shall not become part of the Contract. They shall apply only if Wellma Europe GmbH has expressly agreed to their validity in writing. Mere reference to, transmission or receipt of such terms or provisions does not constitute consent.

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(2.3) Each order placed by the Buyer constitutes a binding offer to purchase the Goods and/or Services in accordance with these Conditions. A contract is only formed when Wellma issues a written order confirmation or begins to execute the order, in particular by dispatching the Goods. Once confirmed by Wellma, an order may not be cancelled, amended or withdrawn without Wellma's prior written consent. Wellma reserves the right to invoice all costs incurred up to the time of cancellation.

(2.4) Amendments, supplements or deviations from these Conditions are only effective if agreed in writing by duly authorised representatives of both parties. Recommendations, statements, information or assurances given by employees, consultants, agents or other representatives of Wellma are non-binding unless confirmed in writing by Wellma.

(2.5) These General Terms and Conditions of Sale and Delivery apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). Consumers within the meaning of Section 13 BGB are excluded from the scope of these Conditions.

3. Offer, Offer Documents, Order

(3.1) All offers prepared and sent by us are non-binding. The information communicated in the offer regarding price, quantity, storage periods and delivery options is non-binding.

(3.2) If an order based on an offer prepared by us qualifies as a purchase contract, we reserve an acceptance period of two weeks.

(3.3) Orders and supply contracts only become binding once we have confirmed acceptance of the order for the designated object of purchase in writing or have dispatched the object of purchase.

(3.4) Our offers are always made in written form. Oral collateral agreements or oral assurances given by us that deviate from a written offer are not valid unless they have been confirmed in writing.

(3.5) All illustrations, drawings, calculations, formulations, recipes and other documents provided by us are our property. Accordingly, we reserve ownership and copyright. This includes all documents, including those marked as "confidential". Disclosure to third parties is strictly prohibited unless we have given our written consent.

(3.6) Wellma is entitled to have its contractual obligations performed in whole or in part by Group Companies, production sites, subcontractors or other Representatives. The use of such Representatives does not affect the contractual relationship between Wellma and the Buyer. Wellma remains the Buyer's sole contractual partner.

4. Intellectual Property and Confidentiality

(4.1) All offers, drawings, calculations, samples, recipes, formulations, specifications, manufacturing processes, know-how, concepts and other documents or materials created or provided by Wellma or belonging to Wellma, including all associated intellectual property rights, remain the exclusive property of Wellma or the respective Representative. Unless expressly agreed otherwise in writing, no rights, licences or ownership claims are granted to the Buyer.

(4.2) If the Buyer communicates desired parameters, ingredients, functionalities, target specifications or commercial objectives and Wellma thereupon develops, adapts or determines the formulation, recipe, manufacturing process or technical solution, all intellectual property rights, know-how rights and other proprietary rights in the relevant formulation, recipe, manufacturing process and the associated documentation remain with Wellma or the respective Representative. The Buyer has no claim to disclosure or release of the underlying recipe, manufacturing process or technical know-how unless expressly agreed in writing.

(4.2.a) The termination, expiry or complete performance of the Contract does not result in any transfer of ownership rights or in the granting of any rights of use, exploitation or other rights in formulations, recipes, manufacturing processes, technical know-how, specifications or other intellectual property of Wellma or its Representatives.

All intellectual property rights and all associated proprietary and usage rights remain exclusively with Wellma or the respective rights holder, unless expressly agreed otherwise in writing.

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(4.3) The Buyer retains ownership of its trademarks, print artwork, specifications and other materials created by or belonging to the Buyer. The Buyer grants Wellma, its Group Companies and Representatives a non-exclusive, royalty-free right to use these materials to the extent necessary for the manufacture, storage, packaging, transport and delivery of the Goods and for the performance of the Contract.

(4.4) Each party undertakes to treat as confidential all non-publicly available commercial, technical, regulatory and business information received from the other party in connection with the Contract and to use it exclusively for the purpose of performing the Contract.

(4.5) The confidentiality obligations do not apply to information that:

- a) is or becomes publicly known without this being due to a breach of the confidentiality obligation;
- b) was already lawfully known to the receiving party prior to disclosure;
- c) was lawfully obtained from a third party without any confidentiality obligation; or
- d) must be disclosed on the basis of statutory provisions, a court order or an official directive.

(4.6) The confidentiality obligations shall survive the termination or complete performance of the Contract for a period of five (5) years, unless a longer retention or confidentiality obligation is required by law.

5. Prices and Payment Terms

(5.1) The price for the Goods and Services shall be the price stated in the offer submitted by Wellma or, where applicable, the price shown in the order confirmation. Unless otherwise agreed in writing, all prices are ex works (EXW Incoterms® 2020) and do not include costs for packaging, transport, insurance or other ancillary costs. These will be invoiced to the Buyer separately.

(5.2) All prices are exclusive of the applicable statutory value added tax (VAT) and any customs duties, import duties, withholding taxes and other taxes, levies, fees or governmental charges incurred in connection with the sale, delivery, import or use of the Goods. All such amounts shall be borne exclusively by the Buyer.

The Buyer shall indemnify and hold Wellma harmless from and against all claims, tax assessments, levy demands, fees or other liabilities arising in connection with such taxes, customs duties, levies or fees.

(5.3) Any discount (Skonto) on the invoice amount may only be applied with express written consent.

(5.4) For deliveries to countries outside the European Union, additional costs may be incurred in individual cases. We are not responsible for such costs and they shall be borne by the customer. These include, for example, costs for money transfers by credit institutions (e.g. exchange rate fees, transfer fees) or import duties and taxes (e.g. customs duties).

(5.5) Unless otherwise agreed in writing, invoices are due for payment without deduction within fourteen (14) days of the invoice date. Set-off or the assertion of rights of retention or counterclaims is excluded unless the counterclaim is undisputed, acknowledged by Wellma or has been finally determined by a competent court.

For new customers, Wellma reserves the right to require advance payment.

(5.6) Wellma reserves the right to require advance payment, the provision of adequate security or payment prior to delivery at any time. Wellma is entitled to withhold, suspend or refuse deliveries and services if the Buyer fails to make payments when due or if circumstances become known that give rise to justified doubts as to the Buyer's creditworthiness.

In such cases, all outstanding claims of Wellma against the Buyer shall become immediately due for payment.

(5.6.a) Without prejudice to any other rights or remedies of Wellma, Wellma is entitled to suspend the performance of its contractual obligations, in particular production, delivery and the provision of other services, if it becomes apparent from the circumstances that the Buyer will not perform its contractual obligations in whole or in part.

Such circumstances include in particular, but are not limited to:

- a) failure to make payments when due;

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- b) a deterioration in the Buyer's financial situation or creditworthiness;
- c) failure to provide required specifications, approvals, materials or information;
- d) insolvency-related events; or
- e) any other conduct from which it may reasonably be concluded that the Buyer will not perform its obligations under the Contract.

Wellma will inform the Buyer of the suspension within a reasonable period. The suspension shall remain in effect until the Buyer has provided sufficient security or other adequate evidence of the proper performance of its contractual obligations.

(5.7) Overdue amounts shall bear interest at the applicable statutory default interest rate for commercial transactions. In addition, Wellma is entitled to claim the statutory lump sum for default costs, reasonable collection costs and all further damages incurred as a result of the payment default.

If the Buyer has not settled the outstanding amount within one (1) month of the due date, Wellma is entitled to terminate the Contract in whole or in part by written notice and to claim compensation for all losses, costs and damages arising therefrom.

(5.8) Wellma is entitled to adjust prices for Goods not yet delivered if raw material, packaging, energy, transport, personnel, customs or regulatory costs increase significantly after the conclusion of the contract. If the price increase exceeds 10 % of the original contract price, the Buyer is entitled to terminate the affected part of the Contract.

(5.9) The customer is only entitled to rights of set-off if its counterclaims have been finally determined by a court, are undisputed or have been acknowledged by us. Furthermore, the customer is only authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship. An exclusion of the right of retention in the case of advance performance clauses is only possible if there is an objective reason for this.

(5.10) The date of receipt of the credit in the bank account stated on the invoice shall be decisive for the date of payment.

6. Product Specification and Processing Aids

(6.1) The Buyer is solely responsible for the accuracy, completeness and lawfulness of all specifications, recipes, label designs, packaging designs, labels, packaging materials, claims, texts, forecasts, instructions and other information provided by or on behalf of the Buyer.

(6.2) Unless expressly agreed otherwise in writing, Wellma does not carry out any legal, regulatory or commercial review of the Goods. In particular, Wellma is not responsible for product registrations, notification or reporting obligations, the marketability or listability of the Goods, the placing of the Goods on the market or the legal conformity of the Goods, their composition, dosage, labelling, claims or their suitability for distribution in a particular jurisdiction, a particular distribution channel or on a particular online platform. Wellma shall at no time be deemed to be the party placing the Goods on the market.

(6.3) Production and batch documentation is usually made available to us after completion of manufacture. We may subsequently review the documents provided by the production sites. There is no obligation to carry out a comprehensive or analytical review; any review takes place exclusively within the framework of our internal processes and on the basis of the documentation provided. We do not provide any further guarantee for the absence of individual substances.

(6.3.a) The Buyer has no right to visit, inspect or audit Wellma's premises, production processes, documentation, suppliers, subcontractors or other Representatives unless expressly agreed in writing.

Any audit approved by Wellma may be made conditional upon the signing of a confidentiality agreement, compliance with reasonable security and access requirements and reimbursement of the costs incurred by Wellma.

(6.4) The production sites commissioned by us are obliged to notify us before the start of production whether manufacture is possible without the use of additives (processing aids) with E numbers in accordance with EU law. If this is not possible, written notification must be provided to us without delay, but no later than within five working days. If the

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use of such additives as processing aids is unavoidable, they may only be used provided they do not perform a technological function in the end product. The production sites bear sole responsibility for the accuracy of the information provided. Our own analytical verification is not required.

(6.4.a) Processing aids are excluded from the scope of Regulation (EC) No 1333/2008 on food additives. They differ from food additives in that any residues in the end product are unintentional and technically unavoidable, do not pose a health risk and no longer exert any technological effect in the finished food.

Pursuant to Article 3(2)(b) of Regulation (EC) No 1333/2008, a processing aid is a substance that:

- a) is not consumed as a food by itself,
- b) is intentionally used in the processing of raw materials, foods or their ingredients for technological reasons during manufacture or processing, and
- c) may result in the unintentional but technically unavoidable presence in the final product of residues of the substance or its derivatives, provided that these residues do not present any health risk and do not have any technological effect on the final product.

It follows that processing aids do not constitute ingredients in the legal sense and therefore do not, as a rule, have to be listed in the list of ingredients of the end product, provided the above conditions are met.

(6.5) If Goods are manufactured, processed, packaged or labelled in accordance with specifications, instructions or using materials provided by the Buyer, the Buyer shall indemnify and hold harmless Wellma and its Representatives from and against all claims, losses, damages, liabilities, costs and expenses arising from:

- a) the infringement of intellectual property rights or other rights of third parties;
- b) violations of applicable statutory or regulatory provisions;
- c) inaccurate, misleading or unlawful claims, texts or labelling; or
- d) defects attributable to the specifications, instructions or materials provided by the Buyer.

(6.6) As a company certified to the IFS Food and IFS Broker standards, Wellma Europe GmbH attaches the highest importance to quality, food safety and transparency along the entire supply chain.

To ensure these standards, Wellma operates, within the framework of its certified quality management system, a documented, risk-based procedure for supplier evaluation, approval and monitoring. All suppliers of raw materials, packaging materials, services and other products and services relevant to the manufacture, storage, packaging and distribution of the Goods are systematically evaluated, approved and regularly monitored. The evaluation is carried out in accordance with the requirements of the applicable IFS standards.

Suppliers should preferably be certified to a standard recognised by the Global Food Safety Initiative (GFSI), for example IFS, BRCGS, FSSC 22000 or an equivalent standard. However, Wellma's supply chain may also include suppliers that do not hold GFSI-recognised certification.

If such certification is not available, the supplier may be approved on the basis of a documented risk assessment in accordance with Wellma's applicable supplier approval procedure. In all cases, Wellma ensures that appropriate measures for quality assurance, food safety and risk minimisation are implemented and maintained.

The Buyer acknowledges and agrees that Wellma is entitled to select, evaluate, approve and monitor suppliers on this basis. A separate supplier agreement, quality agreement or supplier approval by the Buyer is not required for this purpose, unless expressly agreed otherwise in writing.

7. Deliveries and Duties of the Customer to Cooperate

(7.1) The delivery times stated by us are to be regarded as provisional and non-binding. The start of production requires that all technical questions, including the documents required for packaging such as labels, have been clarified and submitted to us. The following deadlines must be observed by the customer so that the delivery date planned by us can be met without culpable delays:

- a) label designs must reach us no later than three weeks,

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- b) box designs no later than five weeks before the start of production,
- c) in the case of materials provided by the customer, no later than two weeks before the start of production at our production site.

We can only meet delivery obligations if the customer duly and punctually fulfils its own obligations. Delays to the delivery date connected with the technical conditions mentioned above are not attributable to us.

(7.2) Any delivery dates, production dates or delivery periods communicated by Wellma are non-binding unless they have been expressly confirmed in writing as binding.

The Buyer acknowledges that production and delivery schedules are based on the timely receipt of all approvals, specifications, recipes, texts, label designs, packaging designs, packaging materials, regulatory information and other required documents necessary for production.

Wellma is entitled to extend delivery periods by the period reasonably required under the circumstances if delays are caused by:

- a) the Buyer;
- b) third-party suppliers;
- c) official or regulatory requirements; or
- d) events of Force Majeure as defined in these Conditions.

(7.3) If the delivery date stated by us is delayed, the customer must grant us a further period of at least two weeks to perform the Contract.

(7.4) Wellma is entitled to postpone, suspend or discontinue the performance of its obligations under the Contract in whole or in part to the extent that performance is prevented, impeded or rendered economically unreasonable by an event of Force Majeure.

An "event of Force Majeure" means any circumstance beyond Wellma's reasonable control. This includes in particular, but is not limited to:

- a) strikes, lockouts, labour disputes or other industrial action;
- b) fire, explosions, accidents, operational disruptions or machine failures;
- c) war, armed conflicts, terrorism, civil unrest, riots, seizures, embargoes or governmental restrictions;
- d) pandemics, epidemics, public health emergencies or quarantine measures;
- e) natural disasters, extreme weather events, floods, earthquakes or other natural events;
- f) interruptions or restrictions of energy supply, utilities, transport routes, communication systems or logistics;
- g) shortages of raw materials, packaging materials, ingredients or components;
- h) delays, failures or defects in deliveries by suppliers, subcontractors, production sites or other Representatives, insofar as these are attributable to circumstances within the meaning of this clause; and
- i) any other event beyond Wellma's reasonable control.

Wellma will inform the Buyer within a reasonable period after becoming aware of the event of Force Majeure.

If an event of Force Majeure continues for an extended period or permanently prevents performance of the Contract, Wellma is entitled to terminate the Contract in whole or in part without incurring any liability. Payments already received for Goods or Services not yet provided will be refunded to the extent required by applicable law.

(7.5) The following duties of the customer to cooperate and to exercise due care serve to delimit the customer's duties from our own, without prejudice to any further arrangements applicable in the individual case:

(7.5.a) The customer is obliged to review the manufacturing and packaging proposals submitted by us with regard to galenic formulation, form, dimensions, packaging materials and all text and labelling information, and in doing so to consult and observe all statutory provisions and regulations, in particular the German Medicinal Products Act (Arzneimittelgesetz), the German Food, Consumer Goods and Feed Code (Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch) and all relevant EU directives. The customer assumes a strict, no-fault guarantee for the accuracy and completeness of the information it provides for production by us.

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(7.5.b) If raw materials, materials, packaging or other materials required for production are provided by the customer, these must comply with the statutory or otherwise generally customary quality standards, but at least with our quality standards.

(7.5.c) The raw materials, materials, packaging, machines or other materials required for production provided by the customer will only be insured against fire, water, storm, theft and vandalism at the customer's express request and at the customer's expense. With regard to the safekeeping of these provided items, we are only liable for the same degree of care that we customarily exercise in our own affairs. Raw material losses arising in contract encapsulation cannot be asserted against us. These limitations of liability do not apply to damage resulting from injury to life, body or health based on a negligent breach of duty by us or an intentional or negligent breach of duty by a legal representative or vicarious agent.

(7.5.d) The Buyer is obliged to provide in good time all information, approvals and instructions required for the manufacture, packaging, transport and legal conformity of the Goods. This includes in particular special regulatory requirements, retail requirements and requirements of online platforms.

Special requirements – in particular regulatory requirements or requirements of trading platforms (e.g. Amazon) – must be communicated to Wellma by the Buyer in writing in good time before the start of production. If no express notification of such requirements is given, Wellma's standard specifications pursuant to Section 6 shall apply. This includes in particular the use of substances and auxiliary materials permitted under the applicable statutory provisions, including processing aids that are used exclusively during the manufacturing process and do not perform any technological function in the end product.

Wellma is entitled to rely on the accuracy, completeness and currency of the information provided by the Buyer without further verification.

(7.6) The right to make partial deliveries to our customer is permitted unless otherwise agreed in our order confirmation. For production-related reasons, quantity deviations of up to 15 % above or below the ordered quantity may occur; this is permissible.

(7.6.a) Goods may only be returned with Wellma's prior written consent. If Wellma agrees to a return, it reserves the right to charge the Buyer reasonable costs for handling, administration, transport, inspection and restocking.

Individually manufactured goods, private label products, contract manufacturing products and other goods manufactured customer-specifically or especially for the Buyer are as a rule excluded from return, unless expressly agreed otherwise in writing.

(7.7) If the customer culpably breaches its contractually agreed duties to cooperate or is in default of acceptance, we are entitled to claim compensation for all damage and costs incurred up to that point, including any additional expenses. Further statutory or contractual claims remain unaffected. In particular, in the event of missing labelling information (e.g. design, text, etc.), we reserve the right, after two written reminders, to deliver the ordered goods to the customer without labelling and to invoice them accordingly if no response is received within a reasonable period. In the event of a continued failure to respond, we also reserve the right to invoice the customer separately for any additional costs incurred as a result of the delay, in particular storage and financing costs.

(7.8) Where the conditions of Section 7.5 are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer upon its being made available to the customer or the carrier at Wellma's works. This also applies if Wellma places the transport order on behalf of the customer or carries out the transport itself. The customer must take out adequate insurance against the aforementioned risks.

(7.9) Complaints will only be considered with a view to a price reduction if they are properly documented by a recognised testing body. Such complaints must be notified to us in writing within seven (7) calendar days of receipt of the goods, enclosing the corresponding test report. Complaints received after expiry of this period or without evidence from a recognised testing body shall be deemed invalid and do not entitle the Buyer to a price reduction.

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8. Extended Retention of Title

(8.1) All purchased items delivered by Wellma remain the property of Wellma until the purchase price has been paid in full. If the purchase price for a delivered item has been paid but further claims against this customer arising from the business relationship with Wellma exist at the time of payment, we additionally retain ownership of the delivered items until all claims have been paid in full. In the case of a current account, the reserved ownership serves as security for Wellma's balance claim.

(8.2) Any treatment, processing or transformation of the purchased item delivered under retention of title is carried out for Wellma as manufacturer within the meaning of Section 950 BGB, but excluding the assumption of any manufacturer obligations. If the processing or transformation takes place together with other materials not owned by Wellma, Wellma is entitled to proportional co-ownership of the new item in the ratio of the invoice value of the purchased item delivered under retention of title to the invoice value of the processed item. In all other respects, the same applies to the item created by processing or transformation as to the purchased item delivered under retention of title. This also applies in the event of mixing whereby the purchased item delivered by us becomes inseparable. If a main item arises for the customer as a result, it is deemed agreed that the customer transfers proportional co-ownership to Wellma.

(8.3) The customer is authorised to resell the purchased item delivered under retention of title in the ordinary course of business as long as it meets its obligations arising from the business relationship with Wellma in a timely manner. It hereby assigns to Wellma in advance its claims arising from authorised and unauthorised resale in the amount corresponding to the invoice price (including VAT) of the purchased items delivered by Wellma. The names and addresses of the buyers and the amount of the respective claims must be communicated to Wellma upon first request. The customer is authorised to collect the claims assigned to Wellma as long as it duly meets its payment obligations towards Wellma and Wellma does not revoke this authorisation for another justified reason. Wellma accepts the advance assignments provided for in this provision. Insofar as Wellma has acquired co-ownership in the event of processing, combination or mixing, the assignment shall be made in the ratio of the value of the purchased item delivered by Wellma under retention of title (final invoice amount plus VAT) to the value of the goods sold by the customer.

If the Buyer resells the Goods before full payment and transfer of ownership, it hereby assigns to Wellma by way of security all claims arising from the resale, including all ancillary rights, up to the amount of all outstanding claims of Wellma against the Buyer.

Proceeds from any such resale must be kept by the Buyer separately from its other assets and managed and documented in a manner that enables the unambiguous identification of Wellma's security interest.

(8.4) Until ownership passes to the Buyer, the Buyer must store the Goods separately from other goods, keep them in proper condition, insure them adequately against loss, damage and destruction and clearly mark them as the property of Wellma.

The Buyer holds the Goods in trust for Wellma and may not remove, alter or render unrecognisable any markings, identification features or ownership notices of Wellma.

(8.5) Any pledging or transfer by way of security of the purchased item or of the new item created is not permitted. The customer must notify Wellma immediately of any seizures or other impairments of Wellma's property by third parties and must ward them off using appropriate means. If Wellma has cause to protect its rights in the delivered goods by filing a third-party action against execution pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer is liable for the judicial and extrajudicial costs incurred by Wellma insofar as the defendant is unable to reimburse them.

(8.6) In the event of conduct by the customer in breach of contract, in particular default of payment, the customer is no longer entitled to resell or process the purchased item subject to Wellma's retention of title. All costs of protecting Wellma's rights shall be borne by the customer. Wellma is entitled to withdraw from the Contract and to repossess the delivered purchased items. The customer must immediately provide Wellma with all information regarding securities and hand over the relevant documents.

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(8.7) Should the Buyer acquire claims against an insurer or other third parties as a result of damage, diminution, loss or other destruction of the reserved goods, these claims, together with all ancillary rights, are hereby assigned to Wellma in the amount of the value of the reserved goods at the time of delivery; Wellma hereby accepts the assignment.

(8.8) Wellma undertakes to release the securities to which it is entitled at the customer's request insofar as the realisable value of these securities exceeds the claims to be secured by more than 20 %. We have the right to select the securities to be released.

(8.9) If the purchased items delivered by Wellma are located in another country and the retention of title described in Section 8 is invalid due to a retention of title effective in other countries, the customer shall bear the responsibility and the costs of preserving the right.

9. Warranty

(9.1) Subject to the provisions of these Conditions and to the extent permitted by law, all warranties, representations, conditions and other legal consequences that might arise from statutory provisions, case law or other legal bases are excluded unless expressly provided for in these Conditions.

(9.2) Claims for defects by the customer against Wellma require that the customer has duly complied with its statutory obligations to inspect the goods and to give notice of defects.

(9.3) The Buyer must carefully inspect the Goods immediately after delivery and before any further processing, packaging, relabelling, resale or other use.

Obvious defects, transport damage, quantity deviations or other recognisable non-conformities must be notified to Wellma in writing within seven (7) calendar days of delivery.

Hidden defects must be notified to Wellma in writing within seven (7) calendar days of their discovery.

If the Buyer fails to comply with these inspection and notification obligations, the Goods shall be deemed approved and accepted. In this case, warranty claims are excluded to the extent permitted by law.

(9.3.a) Each complaint must contain sufficient details and suitable evidence enabling the alleged defect to be examined.

At Wellma's request, the Buyer must retain representative samples, grant access to relevant documents and cooperate fully in any investigation. This includes in particular examinations by an independent, accredited laboratory or another qualified expert.

(9.4) If defects are duly and timely reported by the customer, Wellma initially has the right to choose between replacement delivery or rectification of the defect. If the first attempt at subsequent performance fails, we have the right to a further attempt at subsequent performance.

If all attempts at subsequent performance fail, the customer has the right to choose between a reduction of the purchase price and withdrawal from the Contract. Claims for damages pursuant to Section 10 remain unaffected.

If a defect has been duly notified and the complaint is justified, Wellma is entitled, at its discretion, to:

- a) rectify the affected Goods;
- b) replace the affected Goods;
- c) re-perform the affected Services;
- d) issue a credit note; or
- e) refund the purchase price attributable to the affected Goods.

Before the Buyer asserts any further rights, Wellma must be granted a reasonable period to carry out the chosen remedy.

The Buyer shall bear all costs and expenses in connection with market withdrawals, product recalls, corrective actions, customer notifications, relabelling or comparable measures, unless the measure in question was caused exclusively and directly by a defect based on gross negligence or intentional misconduct on the part of Wellma.

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VAT ID DE317701381
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Managing Directors

Christoph Stachelek
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Burak Gelir
Christian Merup

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To the extent permitted by law, Wellma is not liable for recall costs, fees or charges of retailers, costs of online platforms or marketplaces, or other costs or third-party claims incurred by the Buyer in connection with such measures.

(9.5) Warranty claims are subject to a limitation period of one year from delivery of the purchased item or acceptance of the service by the customer, unless the claim concerns injury to life, body or health. If other statutory provisions apply with regard to the limitation period, these may be invoked. The return of goods must be announced to us in writing and confirmed by us.

(9.6) Warranty claims against Wellma cannot be assigned.

(9.7) If defects in the purchased item result from strict compliance with the customer's instructions, from errors in transport undertaken by the customer, from incorrect storage or from incorrect use by the customer, Wellma is released from any warranty.

(9.8) Claims for defects do not exist in the case of only insignificant deviations from the agreed quality or only insignificant impairment of usability, or in the case of damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain or due to special external influences not provided for under the Contract. If improper modifications are made by the customer or third parties, no claims for defects exist for these modifications or the consequences arising therefrom.

In particular, warranty claims do not exist in the case of:

- a) agreed specifications or tolerances;
- b) customary production-related deviations;
- c) insignificant deviations from the agreed quality;
- d) improper storage, transport or handling after the transfer of risk;
- e) raw materials, packaging materials or other components provided by the Buyer;
- f) specifications, recipes, claims, label designs, packaging designs or other instructions of the Buyer;
- g) modifications or interventions carried out by the Buyer or third parties; or
- h) circumstances occurring after the transfer of risk that are beyond Wellma's control.

10. Liability for Fault

(10.1) Any liability for damages beyond that provided for in Section 9 is excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from fault upon conclusion of the contract, from other breaches of duty or from tortious claims for compensation for property damage. These limitations of liability do not apply to damage resulting from injury to life, body or health based on a negligent breach of duty by us or an intentional or negligent breach of duty by a legal representative or vicarious agent. Furthermore, this limitation of liability does not apply to other damage based on a grossly negligent breach of duty by us or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent.

To the extent permitted by law, Wellma is not liable for indirect, consequential, special or incidental damage, in particular not for:

- a) lost profits;
- b) loss of turnover;
- c) loss of business opportunities;
- d) loss of goodwill or company value;
- e) lost savings;
- f) loss of market opportunities;
- g) costs in connection with listings, delistings or requirements of trading or online platforms;
- h) recall costs incurred by the Buyer or third parties; or
- i) third-party claims based on circumstances for which Wellma is not responsible.

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(10.2) The limitation pursuant to Section 10.1 also applies insofar as the customer demands compensation for futile expenses in lieu of a claim for damages in lieu of performance.

(10.3) Insofar as liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our salaried staff, employees, staff members, representatives and vicarious agents.

(10.4) Wellma's responsibility is limited to the proper transmission of the agreed specifications to the production sites and to the industry-standard monitoring of compliance with these specifications. There is no liability for unauthorised deviations by production sites or their vicarious agents, provided Wellma is not in breach of its duties of selection or supervision.

Unless expressly agreed otherwise in writing, Wellma is in particular not liable for:

- a) the legal or commercial suitability of the Goods for a particular market;
- b) product registrations, notification or reporting obligations, or the marketability or saleability of the Goods;
- c) the accuracy, lawfulness or permissibility of claims, texts, print artwork or labelling provided by the Buyer;
- d) chemical, physical or stability-related properties of the end product, insofar as these are attributable to the Buyer's specifications, materials provided by the Buyer, packaging specified by the Buyer, storage conditions or transport conditions; or
- e) the listability or approval of the Goods on online platforms, marketplaces or in distribution and retail channels.

(10.5) Insofar as Wellma's liability is based on simple negligence, Wellma's total liability for all claims arising from or in connection with an order is limited to the total net amount paid by the Buyer to Wellma for the relevant order within the twelve (12) months preceding the event giving rise to liability.

(10.6) Nothing in these Conditions excludes or limits Wellma's liability to the extent that such exclusion or limitation is not permitted under mandatory law. This applies in particular to liability in cases of intent or gross negligence, injury to life, body or health, and claims under the German Product Liability Act (Produkthaftungsgesetz).

11. Place of Jurisdiction and Place of Performance

(11.1) The Contract and these Conditions are governed by and shall be construed in accordance with the law of the Federal Republic of Germany. The following are excluded:

- a) the United Nations Convention on Contracts for the International Sale of Goods (CISG); and
- b) the conflict-of-law rules of private international law.

(11.2) The courts at Wellma's registered office have exclusive jurisdiction over all disputes arising from or in connection with the Contract. However, Wellma is entitled to bring an action before any other competent court, in particular at the registered office or principal place of business of the Buyer.

(11.3) Unless otherwise agreed in writing, the place of performance for all obligations under the Contract is Wellma's registered office.

12. Miscellaneous

(12.1) The provisions of any responsibility delimitation agreements to be concluded with the client, including their annexes, apply alongside these general terms and conditions and take precedence over them in the event of deviations in the individual case.

(12.2) Should one or more provisions of these General Terms and Conditions of Sale and Delivery or of the individually negotiated contractual provisions be or become invalid, the validity of the remaining provisions shall not be affected thereby.

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