

Terms and Conditions of Sale – Symrise Aromas e Fragrâncias Ltda.

These Terms and Conditions of Sale (“Terms and Conditions”) apply jointly with the conditions set forth in the Business Proposal and/or Purchase Order (“Proposal”) to which these Terms and Conditions are attached, between:

SYMRISE AROMAS E FRAGRÂNCIAS LTDA., a limited liability company enrolled with the National Corporate Taxpayers Registry of the Ministry of Finance (CNPJ/MF) under No. 43.940.758/0005-46, with its principal place of business at Avenida Paulo Varchavtchik, 200-01, Bairro Aparecidinha, in the City of Sorocaba, State of São Paulo, CEP 18087-190 (hereinafter referred to as “Symrise”); and

BUYER, as described and identified in the Proposal (hereinafter referred to as “Buyer”).

1. Application and Subject Matter. The subject matter of these Terms and Conditions is to establish the conditions applicable to the sale, by Symrise to Buyer, of the products described in the Proposal (“Products”). All Products shall be exclusively supplied in accordance with these Terms and Conditions.

2. Acceptance of the Terms and Conditions, order of prevalence. The signature and acceptance of these Terms and Conditions binds Symrise and the Buyer, forming, jointly with the Proposal, an agreement between the Parties (the “Agreement”). Any document issued by the Buyer, including purchase orders or requests, shall be subject to the terms and conditions of the Agreement, which shall prevail over any other document issued or executed by the Parties, and over any other additional or different terms and conditions of the Buyer. Symrise reserves the right to desist from the Proposal at any time before acceptance thereof by the Buyer. Acceptance of the Proposal by the Buyer shall result in acceptance of these Terms and Conditions. If a proposal or counterproposal presented by the Buyer contains Terms and Conditions that differ from those contained herein, these neither shall apply nor be taken into consideration. Acceptance by the Buyer of any of the Products delivered in accordance with the Agreement, payment of the price or receipt of the invoice shall result in acceptance of the Agreement.

3. Price of Sale and Term for Payment. The Price of the Products shall be those included in the Proposal, plus the taxes levied in accordance with the then applicable law. In the event of continued sale, the price of the Products shall be annually adjusted, in accordance with the variation of the cost of the inputs composing them, by means of an agreement between the parties. Except as otherwise provided in the Proposal or in the invoice, or in the commercial conditions in force, the price shall be paid by the Buyer to Symrise within thirty (30) days as from issuance of the invoice, and the payment shall be made by means of credit to the bank account in Reais. Except as otherwise set forth in the Proposal or in the commercial conditions in force, in the event of late payment, the overdue amount shall be increased by fine from two percent (2%) on, interest rate from one percent (1%) on per month and adjustment for inflation in accordance with the variation of the General Consumer Price Index – General Market Price Index disclosed by the Getúlio Vargas Foundation (IGPM/FGV), on a *pro rata die* basis until actual payment, without prejudice to the possibility of Symrise immediately suspending delivery of the products to the Buyer.

4. Conditions of Sale, Packaging and Term of Delivery. Except as otherwise set forth in the Proposal, the supply that is the subject matter of the Agreement is made in the condition Ex Works. The Products shall be provided or delivered, as the case may be, duly packed and protected in standard packaging for the Products used by Symrise in accordance with the perishing characteristics thereof and in accordance with the hygiene, cleaning, safety and logistics rules that guarantee that their original conditions and properties remain unchanged. The Buyer shall incur the expenses with any special packaging requested by it. Symrise shall use commercially reasonable efforts for the Products to be delivered on the date scheduled in the Proposal, but it shall not be liable for delays resulting from act of God, force majeure, strikes, regulatory difficulties or due to unpredicted circumstances, in which case Symrise shall have the right to delay delivery for the duration of the impeditive cause and for the additional time required and/or to make partial deliveries. In these cases, Symrise shall not be liable for any loss or damage suffered by the Buyer because of such delay. Timely delivery of the Products shall be conditional upon timely and adequate compliance by the Buyer with its obligations, including, without limitation, supply of the information for which it is responsible and which is required for the production and delivery of the Products.

5. Confidentiality. Buyer agrees to grant strict confidential treatment and not to disclose to third parties, as well as not to use for any purpose, except for compliance with the Agreement, the information disclosed by Symrise under the Agreement, including, without limitation, commercial and technical information, industrial secrets, formula of the product and/or of its components, irrespective of the form of storage or disclosure thereof. The confidentiality obligations set forth herein shall remain in effect for ten (10) years after the last delivery of the Product.

6. Intellectual Property. The intellectual property of the Products, including, without limitation, the property on the formula of the Products and their components, their captives and any other intellectual property (including trade secrets, patents and know-how) relating to the Products or disclosed or provided to the Buyer under the Agreement or due to any supply, as well as the respective improvements, modifications, updates, new versions and derived works developed during or after the end of the term of effectiveness of these Terms and Conditions, constitute and shall remain the exclusive intellectual property of Symrise (“Intellectual Property of Symrise”). Buyer may not in any way copy, improve, develop works or derived products, disclose or grant third parties access to, lend, lease, sell, assign, transfer or otherwise dispose of or use the Intellectual Property of Symrise for any purpose.

7. Limited Warranty and Substitution of the Products. Symrise guarantees the quality of the Products pursuant to the provisions of the Proposal and of these Terms and Conditions, except for reasons of act of God and force majeure, and it guarantees that the Products are in accordance with all applicable rules and requirements pursuant to the provisions of the Brazilian law, including the rules of the Brazilian Sanitary Surveillance Agency and of the Ministry of Health, whenever applicable. Except as otherwise expressly provided, there are no other explicit or implied warranties, including, without limitation, any warranty of merchantability or fitness for any specific purpose. Symrise shall not be liable for any defect in the Products caused by the use, application, inappropriate storage or any other cause beyond the control of Symrise. Symrise shall substitute, for its account and risk, the Products proved not to be in accordance with the specifications contained in the technical documentation supplied by it to the Buyer. For this effect, the Buyer shall notify Symrise of such irregularity within five (5) days as from receipt of the Product, and Symrise shall audit these allegedly nonconforming Products within thirty (30) days as from receipt of such notice. Upon verification of such nonconformity by Symrise, it shall substitute them within thirty (30) days as from such verification. If the Buyer fails to pronounce within said five (5)-day term, the Products shall be deemed accepted.

8. Limitation of Liability and Damages. The Parties establish that (a) Symrise shall not be liable to the Buyer for any indirect loss or damage, including loss of profits or moral damages, which may result from the breach of these Terms and Conditions or with respect to the Products supplied hereunder; and (b) the liability of Symrise for indirect damage shall be limited to and shall not exceed, in any case, the price of sale of the Products. The Buyer agrees to indemnify, defend and hold Symrise harmless with respect to any claims, liabilities, losses, damage or costs relating to and/or resulting from the purchase and/or use of the products by the Buyer, or resulting from any actions or failures to act of the Buyer, its agents or employees, except if the claim solely results from willful misconduct or proven fault of Symrise.

9. Containers. If Symrise uses storage boxes or other reusable containers, Symrise shall remain the owner of these containers. These returnable containers shall be kept in good conditions and may not be used to store any other material than the material sent. The containers shall be returned by the Buyer to the place of shipment within forty-five (45) days as from the date of shipment. The Buyer shall be liable for the payment to Symrise of a daily fine from zero point one percent (0.1%) on of the price of the Products for late return of each container returned after the term set forth herein. The Buyer shall comply with all rules and regulations on the use and shipment of containers.

10. Applicable Law/Conflict Resolution. These Terms and Conditions, the Proposal and all contractual relationships and other legal relationships between the parties shall be governed by the laws of the Federative Republic of Brazil. In order to resolve any disputes or claims between the parties, the parties elect the Central Court of the Judicial District of São Paulo, SP, provided the parties waive any other court, no matter how privileged it may be.

11. General Provisions. These Terms and Conditions apply to all sales of Products of Symrise and represent, jointly with the Proposal and any purchase order and request, the entire agreement between Symrise and the Buyer with respect to the subject matter in question, and they substitute all prior agreements, whether oral or written, and all other communications between the parties. Except as otherwise expressly set forth herein, these Terms and Conditions may only be amended in writing and signed by the authorized representatives of both parties. If any of the provisions of these Terms and Conditions becomes legally ineffective or invalid, the validity and effect of the remaining provisions shall not be affected. These Terms and Conditions and all obligations and rights included herein shall be deemed liquidated, certain and enforceable at any time. In the event the parties have executed any contract or proposal separately to this Terms and Conditions, the provisions of those will prevail on these, except as otherwise agreed by the parties.