

1. General Terms and Conditions

- 1.1. Any and all legal relationships between Provita Supplements GmbH ("Supplier") and its contractual partner ("Customer") in connection with the Supplier's deliveries and/or services are governed exclusively by these General Terms and Conditions of Sale and Delivery ("GTC").
- 1.2. The GTC apply in particular to contracts for the sale and delivery of movable goods ("Goods"), whether or not such Goods are manufactured by the Supplier, and any other services provided by the Supplier. The GTC also apply to future contracts of the same nature, without the Supplier being required to refer to the GTC in each individual case.
- 1.3. These GTC apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Customer will only become a part of the contract to the extent that the Supplier has expressly consented to their application in writing. This requirement for consent applies in all cases, even if, e.g., the Customer makes reference to its general terms and conditions in connection with an order and the Supplier does not expressly object thereto or performs its services unreservedly despite being aware of the deviating terms and conditions.
- 1.4. Any legally relevant declarations and notifications made by the Customer with regard to the contract must be made in writing (including text form, e.g., email). Statutory formal requirements remain unaffected.

2. Conclusion of Contract

- 2.1. The Supplier's offers are subject to change and non-binding unless they are expressly indicated as binding.
- 2.2. Any order of Goods placed by the Customer (including individual orders under existing framework supply agreements) is deemed a binding offer of contract. Unless indicated otherwise in the order, the Supplier is entitled to accept such offer of contract within 14 days as of receipt.
- 2.3. No contract is concluded until the Supplier has confirmed the order by written order confirmation, unless agreed otherwise.
- 2.4. Any advisory services provided by the Supplier are provided exclusively as ancillary services in connection with the delivery of Goods.

3. Prices, Terms of Payment, Set-Off

- 3.1. Prices are EXW (Incoterms® 2020) plus handling, transport (including transport-related packaging and handling costs), any applicable statutory VAT, fees and other public duties.
- 3.2. Any discounts granted only apply if the quantities agreed between the Supplier and the Customer are actually purchased in full. If the quantity purchased falls short by more than 10%, the list prices for the quantities actually purchased apply. The resulting difference will be invoiced separately.
- 3.3. Invoices of the Supplier are payable without deduction and free of charge to the Supplier's designated accounts within 30 days (receipt of payment) from the date of invoice.
- 3.4. The Customer may only set off claims that are undisputed or have been established by a legally binding court decision. In case of any defect in the Goods, the Customer's counterclaims remain unaffected. The Customer may only exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

4. Delivery, Performance, Default of Acceptance

- 4.1. Delivery is made CPT (Incoterms® 2020) ex works or ex warehouse to the agreed destination.
- 4.2. Partial deliveries are permitted if they are reasonable for the Customer.
- 4.3. Only the weight determined at the factory is authoritative.
- 4.4. The Customer may not refuse to accept deliveries due to insignificant defects.
- 4.5. The indicated delivery time is a non-binding approximation. It will only become binding as soon as a specific deadline or fixed date is expressly confirmed or agreed.
- 4.6. Adherence to deadlines is subject to the timely receipt of any and all documents to be supplied by the Customer and the Customer's compliance with the agreed terms of payment and other obligations. In particular in relation to Advisory Services, the Customer shall provide the Supplier with any and all information and data required for such purpose. If these prerequisites are not fulfilled in time, the deadlines will be extended appropriately; this does not apply if the Supplier is responsible for the delay.

- 4.7. Should the Supplier be unable to observe binding deadlines for reasons for which it is not responsible (non-availability of performance), it will inform the Customer immediately by indicating the expected new deadline. If performance is neither available until the new deadline, the Supplier is entitled to withdraw from the contract in whole or in part; notification of the final non-availability and any necessary declarations will be provided without undue delay; any consideration already provided by the Customer shall be refunded without delay. Non-availability of performance in this regard is deemed in particular in case of the non-timely or improper delivery by the Supplier's own supplier if the Supplier has concluded a congruent covering transaction and it is not at fault or if the Supplier has no obligation of procurement in the individual case.
- 4.8. In case deadlines are not observed as a result of
 - 4.8.1. *force majeure*, e.g., pandemics, war, acts of terrorism, riots, strikes, lockouts or similar events;
 - 4.8.2. virus attacks and other attacks by third parties on the Supplier's IT system, provided that these have occurred despite the Supplier having taken precautions with due care;
 - 4.8.3. obstacles arising from German, EU, U.S. or other applicable national or international regulations, in particular foreign trade law, or from other circumstances for which the Supplier is not responsible, the deadlines are extended according to the duration of the respective obstacle. If such extension exceeds a period of six weeks, both parties are entitled to withdraw from the contract with regard to the affected scope of performance. In this case, the parties have no other mutual claims.
- 4.9. In case the Customer is in default of acceptance, fails to cooperate or if the delivery or service is delayed for other reasons for which the Customer is responsible (e.g., if dispatch or delivery is delayed at the Customer's request), the Supplier is entitled to demand compensation for the resulting damage, including any additional expenses (e.g., storage costs). The Customer may be charged a lump-sum compensation in the amount of 0.5% of the net price of the Goods per calendar day, but not more than a total of 10% of the net price of the Goods, beginning with the deadline or, in the absence of a deadline, with the notification that the Goods are ready for shipment or that performance is available. The assertion of further or lower damages by the contractual parties remains unaffected. Any further legal claims of the Supplier remain unaffected, provided that the lump-sum compensation shall be set off against any further monetary claims.

5. Retention of Title

- 5.1. The Goods (Reserved Goods) remain the Supplier's property until Customer's performance. If the value of all security interests to which the Supplier is entitled exceeds the amount of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security interests at the request of the Customer; the Supplier is entitled to choose which of the different security interests are to be released.
- 5.2. As long as title to the Goods is reserved, the Customer may not pledge or assign the Reserved Goods by way of security, and resale is permitted only by resellers in the ordinary course of their business and only provided that the reseller receives payment from its purchaser or makes the reservation that title does not pass to the purchaser until the purchaser has fulfilled its payment obligations.
- 5.3. If the Customer resells Reserved Goods, it hereby assigns to the Supplier by way of security its future claims from the resale against its purchasers together with all ancillary rights, including any balance claims, without any further specific declarations being required. If the Reserved Goods are resold together with other items without an individual price having been agreed for the Reserved Goods, the Customer shall assign to the Supplier such part of the total price claim which corresponds to the price of the Reserved Goods invoiced by the Supplier.
- 5.4. Extended Retention of Title
 - 5.4.1. The Customer is permitted to process the Reserved Goods or to mix or combine them with other objects. The Reserved Goods are processed for the Supplier. The Customer shall keep the resulting new item for the Supplier with the care of a prudent businessman. The new item is deemed to be Reserved Goods.

- 5.4.2. In case of combination or mixing with other items not owned by the Supplier, the Supplier and the Customer agree that the Supplier is in any case entitled to co-ownership of the new item in the proportion of the value of the combined or mixed Reserved Goods to the value of the other Goods at the time of combination or mixing. To this extent, the new item is deemed to be Reserved Goods.
- 5.4.3. The provision on the assignment of claims in accordance with Sec. 5.3 above also applies to the new item. However, the assignment only applies up to the amount corresponding to the value of the processed, combined or mixed Reserved Goods invoiced by the Supplier.
- 5.4.4. If the Customer combines the Reserved Goods with other items, it shall also assign to the Supplier by way of security its claim to which it is entitled as remuneration for the combination, together with all ancillary rights, in the proportion of the value of the combined Reserved Goods to the other combined Goods at the time of the combination, without any further specific declarations being required.
- 5.5. The Customer is entitled to collect the assigned claims from the resale until this right is revoked. The Supplier is entitled to revoke the Customer's right to collect in the event of good cause, in particular in case of default in payment, cessation of payment, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the Customer. In addition, the Supplier may, after prior warning and observance of a reasonable period of time, disclose the security assignment, liquidate the assigned claims and demand the disclosure of the security assignment by the Customer to the purchaser.
- 5.6. The Customer shall notify the Supplier immediately in the event of any attachments, seizures or other dispositions or interventions by third parties. If the Supplier is able to demonstrate a legitimate interest, the Customer shall immediately provide the Supplier with the information required to assert its rights against the purchaser and hand over the necessary documents.
- 5.7. If the Customer is in breach of its obligations, in particular in the event of default in payment, the Supplier is entitled, in addition to taking back the Goods, to withdraw from the contract after a reasonable period of time set by the Supplier has expired without result; the statutory provisions on the dispensability of setting a deadline remain unaffected. The Customer shall be obligated to hand over the Goods. Taking back the Goods or asserting the retention of title or seizing the Reserved Goods by the Supplier does not constitute a withdrawal from the contract unless the Supplier has expressly declared such withdrawal.
- 6. Warranty, Liability, Limitation Period**
- 6.1. Defects of Quality and Title
- 6.1.1. The Customer's rights in the event of defects as to quality and title are subject to the statutory provisions, unless otherwise stipulated in these GTC.
- 6.1.2. With regard to the assertion of any defects, the Customer shall observe the specified minimum shelf life (period during which the Goods retain their declared properties under proper storage conditions). If the Goods are defective, the Supplier may, within a reasonable period of time, choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a non-defective item (replacement). The Supplier's right to refuse subsequent performance under the statutory conditions remains unaffected.
- 6.1.3. The Supplier is entitled to make subsequent performance dependent on payment of the purchase price due. The Customer is, however, entitled to retain a reasonable part of the purchase price proportional to the defect.
- 6.1.4. The Customer shall give the Supplier the required time and opportunity for the subsequent performance owed and shall in particular hand over the rejected Goods free of freight charges for inspection. In case of a replacement of defective Goods, the Customer shall return the defective item in accordance with the statutory provisions.
- 6.1.5. The Supplier shall, upon request, reimburse the Customer for any expenses verifiably required and reasonable for the purpose of the subsequent performance, in particular any transportation, travel, labour, and material costs. Should such costs increase as a result of the Goods being located at a different place than agreed upon in the contract, the Supplier will not bear such increased costs.
- 6.1.6. If the subsequent performance fails, i.e., if it is impossible, unreasonable, refused or unreasonably delayed, the Customer may withdraw from the contract or abate the purchase price accordingly.
- 6.1.7. In case of any defects, the Customer is only entitled to claim damages or reimbursement of futile expenses in accordance with Sec. 6.4; otherwise, such claims are excluded.
- 6.2. Exclusion of Warranty and Recourse Claims
- 6.2.1. The Customer forfeits all warranty rights if it fails to comply with the statutory obligations for inspection and notification of defects. Obvious defects must be notified immediately and no later than three (3) working days after delivery of the Goods to the Customer or to the third party designated by the Customer. Hidden defects must be notified immediately after they have been discovered; however, if the defect was already obvious at an earlier point in time during normal use, such earlier point in time is decisive for the commencement of the period for notification of defects.
- 6.2.2. The Supplier is not liable for any public statements made by third parties (e.g., advertising statements).
- 6.2.3. Warranty is excluded in case of insignificant deviations from the agreed quality, insignificant impairment of usability, improper and incorrect use or storage, non-observance of the data sheets and the product application information, *force majeure*, extraordinary external influences which are not anticipated by the contract, or any other influences/events not attributable to the Supplier.
- 6.2.4. Furthermore, no warranty applies if and to the extent that the Customer modifies the product after delivery or has it modified by a third party and such modification makes it impossible or unreasonably difficult to remedy the defect. The Customer shall, however, in any case bear the additional costs of remedying any defects caused by the modification.
- 6.2.5. The Supplier does not warrant the design or suitability of the product ordered by the Customer for any particular purpose. The responsibility for the design and the risk of use rest solely with the Customer.
- 6.2.6. The Supplier is not obligated to check the information, data and details provided by the Customer for the ordered Goods for completeness or correctness. The same applies with regard to the suitability of the materials selected by the Customer for its application. The Supplier is neither obligated to inspect any materials provided by the Customer for possible defects.
- 6.2.7. Claims of the Customer for reimbursement of expenses pursuant to Section 445a(1) of the German Civil Code (*BGB*) are excluded to the extent that the Customer has concluded any agreements with its purchaser that go beyond the statutory mandatory claims for defects.
- 6.3. Industrial Property Rights
- Unless agreed otherwise, the Supplier shall be obligated to provide the delivery free of third-party rights, in particular intellectual property rights such as copyrights, patent rights, utility model or design rights as well as other industrial property rights ("Property Rights") only in the country of the place of delivery. If a third party asserts justified claims against the Customer based on the violation of Property Rights by deliveries made by the Supplier and used as agreed by contract, the Supplier is liable to the Customer as follows:
- 6.3.1. The Supplier shall, at its own discretion and expense, either obtain a right of use for the products concerned, modify them so that the Property Rights are not violated, or replace them. Where this is not possible under reasonable conditions, the Customer is entitled to the statutory rights of withdrawal or reduction.
- 6.3.2. The obligation to pay damages is governed by Sec. 6.4.
- 6.3.3. The obligations set forth above only apply to the extent that the Customer immediately notifies the Supplier in writing of the claims asserted by the third party, does not acknowledge a violation, and all defensive measures and settlement negotiations remain reserved. If the Customer ceases to use the delivery in order to mitigate damages or for other important reasons, the Customer shall be obligated to inform the third party that the cessation of use does not constitute an acknowledgement of a violation of Property Rights.

6.3.4. Claims of the Customer are excluded to the extent that the Customer is responsible for the violation of Property Rights. Claims of the Customer are also excluded to the extent that the violation of Property Rights is caused by specifications of the Customer, by an application not foreseeable by the Supplier or to the extent that the delivery is modified by the Customer or used together with products not supplied by the Supplier.

6.4. Liability/Damages

6.4.1. The Supplier is liable for damages or reimbursement of futile expenses in all cases of contractual and non-contractual liability based on intent and gross negligence in accordance with the statutory provisions.

6.4.2. In any other cases and subject to Sec. 6.4.4, the Supplier is only liable in the event of a breach of a material contractual obligation (*Kardinalpflicht*). A material contractual obligation is an obligation the fulfilment of which is required for the proper execution of the contract and on the observance of which the Customer may regularly rely on and has relied on. In this case, liability is, however, limited to compensation for the damage foreseeable at the time of conclusion of the contract and typical for this type of contract, i.e., damage that typically occurs.

6.4.3. Should the Supplier be in default of delivery, the Supplier's liability for damages caused by the delay (damages in addition to performance) is limited to 5% of the net contract price of the Goods delivered late.

6.4.4. The liability limitations set forth above do not apply in case of culpable injury to life, body, or health, within the scope of a warranty assumed by the Supplier and in case of fraudulently concealed defects. Liability under the German Product Liability Act (*Produkthaftungsgesetz*) also remains unaffected.

6.4.5. To the extent that liability is excluded or limited, this also applies to the personal liability of the Supplier's bodies, employees, representatives, and vicarious agents.

6.5. Limitation Period

6.5.1. Any and all claims of the Customer, irrespective of the legal grounds, become time-barred upon the expiration of twelve (12) months from the statutory commencement of the limitation period.

6.5.2. The above period only applies to the limitation of recourse claims within the supply chain pursuant to Section 445b (1) of the German Civil Code (*BGB*) if the last contract in the supply chain is not a sale of consumer goods. The suspension of the limitation period pursuant to Section 445b (2) of the German Civil Code (*BGB*) ends no later than five (5) years after the date on which the Supplier has delivered the Goods if the last contract in the supply chain is not a sale of consumer goods.

6.5.3. The period set forth above does not apply to the extent that pursuant to Section 438(1) No. 2 (buildings and things used for a building) and Section 634a(1) No. 2 (defects of a building) a longer period is prescribed by law, in case of intent or gross negligence, culpable injury to life, body or health, non-compliance with a warranty as to quality, fraudulently concealed defects, as well as in case of liability under the German Product Liability Act (*Produkthaftungsgesetz*).

7. Reservation of Performance

7.1. Performance of the contract is subject to the proviso that there are no obstacles under any German, EU, or U.S. or other applicable national or international regulations of foreign trade law as well as no embargoes or other sanctions.

7.2. The Customer shall be obligated to provide any and all information and documents required for export, transfer or import.

8. Claims by Third Parties, Indemnification

Should third parties assert any claims against the Supplier based on the use and/or sale of the Goods by the Customer due to the violation of Property Rights which are not attributable to the Supplier, the Customer shall be obligated to indemnify the Supplier against any and all claims, damage claims and other costs and expenses resulting therefrom and to support the Supplier in the defence against such claims to the best of its ability.

9. Confidentiality

Any business and technical information of the Supplier shall be kept secret from third parties as long as and to the extent that it is not demonstrably publicly known and has not been designated for resale by the Customer and may only be made available within the Customer's own business operations to those persons who must necessarily be involved in its use and who are also bound to maintain secrecy. The information remains the exclusive property of the Supplier. The Customer shall in particular refrain from exploiting or imitating the above-mentioned information itself in any manner outside the scope of the contract (in particular by way of so-called "reverse engineering") or having it exploited or imitated by third parties, and in particular from applying for industrial property rights to the information, in particular trademarks, designs, patents or utility models.

10. Miscellaneous

10.1. If the Customer is a merchant within the meaning of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, the place of performance is the Supplier's registered office and the place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship is Hamburg, Germany; the Supplier is, however, also entitled to bring an action at the Customer's registered office.

10.2. This contract including its interpretation is governed by German law excluding the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG).

10.3. The Supplier is not willing or obligated to participate in dispute resolution proceedings before a consumer arbitration board.