

**1. Implementation.**

All sales and shipments made by Scentium, as a vendor or transferor, are governed exclusively by the terms and conditions indicated in this document as well as the conditions specified and agreed upon by Scentium and the Buyer. Implementation of the Buyer's general purchase conditions is expressly excluded from what may result in incompatibility with these General Sale Conditions. The terms of these General Sale Conditions cannot be reformed, supplemented, or modified in any form and prevail over all other conditions unless Scentium gives explicit written consent.

In this document (i) "Scentium" refers to Scentium Flavours, S.L. located at Avenida de Holanda, parcela 12/16, 30840 Alhama de Murcia (Murcia), Spain, and (ii) "Buyer" is defined as the person or legal entity occupying the position of buyer or acquirer in the sales or shipments to which the conditions of this document may apply.

**2. Offer and Order Confirmation.**

Scentium's offers are non-binding, but they are understood as a preliminary document so the Buyer will make a binding purchase order. The purchase orders are non-binding until Scentium gives confirmation in writing, by signature, or by email.

**3. Price.**

The price indicated in the order confirmation will be considered the price agreed upon by both parties.

Prices can be revised at any time by Scentium in the event of multiple or future sales. Prices do not include sales, usage or consumption tax, or any equivalent taxes, tariffs, or duties imposed by any governmental entity therefore amounting to the net prices of any deductions.

**4. Payment.**

The Buyer will pay according to the terms indicated on the order form. In the absence of explicitly requested payment terms, the Buyer will pay the invoice in full, without the possibility of any withholding or discount, within 30 calendar days of the invoice date.

Scentium reserves the right to cancel future shipments, require additional guarantees, or modify the terms of payment in the event that the Buyer stops paying the bill in full or does not comply with the stipulated deadline.

All payments will be made without exceptions for compensation or counterclaims.

**5. Shipment Conditions.**

Merchandise shipments will be delivered to the place agreed upon by both parties according to the conditions established in the order confirmation. The interpretation of these conditions are for the purposes of conforming with INCOTERMS in their most current version at the time of the order confirmation. If such instructions are not specified, the merchandise will be delivered EX WORKS.

**6. Shipment Date.**

Scentium will put forth its best possible efforts to deliver the merchandise within the time period and established deadline indicated on the request form. If such instructions are not provided, the merchandise will be delivered within the time frame that Scentium deems appropriate.

**7. Guarantees.**

Scentium will guarantee that the merchandise sold under these General Sales Conditions complies with the Vendor's standard specifications on the shipment date or the specifications agreed upon by the Buyer if they were made. Any other implicit or explicit specifications regarding merchandise will be denied.

**8. Complaints.**

The Buyer is responsible for examining and testing the merchandise for approval within 30 calendar days of receiving the merchandise.

Scentium must be informed of any defects or flaws in the merchandise that can be assessed with an adequate inspection in writing indicating the exact type and scale of said defects within 30 calendar days.

Any complaint regarding merchandise that has suffered any procedures, treatment, or has been subjected to transmission to third parties will be considered null, even if said complaint is made within the stipulated 30 calendar day deadline.

Complaints regarding defects that could not have been found despite having undergone a complete and thorough merchandise inspection within the 30 calendar day deadline must be sent in writing to Scentium within 30 calendar days of discovering the defect, and in all cases within 90 calendar days of receiving the merchandise.

In the event that the merchandise is found to have flaws or defects that have been adequately tested within the established deadline, Scentium reserves the right to compensate for the defect or substitute the merchandise in the shipment at their discretion.

Damage suffered during transport must be reported by the Buyer directly to the logistics company within the deadline stipulated by the two parties and send a copy of the report to Scentium.

**9. Liability.**

Scentium's liability will remain strictly limited to the price of purchase of the merchandise quantity subject to claims in the terms expressed in the previous clause.

Under no circumstances will Scentium be held responsible for any specialized, incidental, indirect, or consecutive damage that the Buyer or any third party can withstand.

**10. Information.**

If required by the Buyer, Scentium will be able to provide the Buyer with information relevant to the use or application of the Buyer's fragrance or aroma products produced by Scentium according to Scentium's highest standards.

Information regarding the suitability and application of the products does not exempt the Buyer from their obligation to perform their own inspections and tests determining the suitability of the merchandise for their intended procedures and purposes.

**11. Confidentiality.**

All information and materials (including products or samples of said products) provided by Scentium to the Buyer are confidential and cannot be disclosed by the Buyer to third parties (with the exception of the Buyer's affiliated companies).

**12. Force Majeure.**

Scentium will not be held liable for any error or delay in fulfillment or delivery, nor will it be considered non-compliant in its contractual obligations provided that said error or delay in the fulfillment or delivery was caused by a chance event, circumstance, or cause out of Scentium's control that can be considered a force majeure, including but not limited to natural disasters, war, riots, labor disputes, damages by fire or explosion, shortage of raw materials, and/or prohibitions or actions taken by authorities.

**13. Compliance.**

Scentium is firmly committed to complying with all applicable laws and regulations, including anti-corruption, international sanctions, and money laundering regulations. Therefore, as part

of our corporate compliance policies, Scentium requires all of their employees, clients, and providers to confirm and represent compliance with said regulations.

By means of a copy of the sale order, the Buyer:

(i) hereby confirms that they have read and understood the Scentium's Code of Conduct available at [www.scentium.com](http://www.scentium.com);

(ii) confirms their commitment to complying with sanctions programs issued by the European Union, the United States Office of Foreign Assets Control (OFAC), the United States State Department, any Member State of the United States, the United Nations, and any other valid regulation regarding national economic sanctions in jurisdictions where Scentium operates (International Sanctions Regulation);

(iii) confirms their commitment to complying with Spanish Penal Code and the Corporate Criminal Liability, the French Law Sapin II, the Foreign Corrupt Practices Act of the United States, and the Anti-Bribery Act of the United Kingdom (Anti-corruption Law);

(iv) confirms their commitment to complying with Law 10/2010: Prevention of Money Laundering and Terrorism Funding and European Union Directive 2015/849 of the European Parliament related to the prevention of the abuse of the financial system for money laundering or terrorism funding (Money Laundering Legislation);

(v) guarantees that neither Buyer nor any of its shareholders are Restricted Parties, which will include any person or entity located or established, organized under the law, or controlled by the government, or by one or more citizens of a country present on the EU or United States sanctions list. If the Buyer becomes a Restricted Party, the Buyer must notify Scentium immediately and take all necessary measures to compensate for any damages suffered by Scentium.

(vi) guarantees that the Buyer will inform Scentium of any incident that occurs that could constitute a conflict of interest altering or restricting the fair practice of commercial activity with Scentium.

(vii) guarantees that Scentium products will not be used, sold, transferred, or made available to any Restricted Party for prohibited use;

(viii) agrees to provide Scentium with all information relevant to compliance with International Sanctions, Anti-Corruption, and Anti-Money Laundering legislation immediately upon request and agrees to inform Scentium immediately in the event that any aforementioned points loses validity;

(ix) will not hold Scentium liable and will have no right to any indemnization in the event that the development of the International Sanctions, Anti-corruption and Anti-Money Laundering Legislation prohibit [Scentium] from fulfilling their obligations to the Buyer.

If, due to circumstances attributable to the Buyer, Scentium is interrogated by the judicial or administrative authorities, the Buyer will be held liable and will be able to demand compensation for Scentium for any damage caused.

**14. Industrial and Intellectual Property.**

The Buyer recognizes Scentium's exclusive ownership of the rights to industrial and intellectual property relevant to the brands or distinctive merchandise logos, as well as the manufacturing process, formulas, or any type of know-how involved in the manufacturing of the merchandise. The Buyer cannot copy, reproduce, develop, modify, or submit the merchandise to reverse engineering without Scentium's prior written authorization.

**15. Miscellaneous Provisions.**

Non-exercise of any rights granted to either party by these General Sale Conditions will not be considered a renunciation of said rights, nor will they operate in any way that could obstruct the exercise such rights at any later moment or different instance.

These General Sale Conditions will be interpreted in an effective and valid manner according to the applicable laws. Determination by any Court or competent jurisdiction of the unenforceability or invalidity of any of these clauses will not invalidate the rest of these conditions.

**16. Data Protection Clause.**

Scentium is responsible for handling personal information provided by the buyer on the order form. Scentium has taken legal, technical, and organizational measures according to RGPD 679/UE intended to preserve the confidentiality and integrity of handling personal data for the purposes of guaranteeing personal information security and preventing the information from being accessed or modified without authorization.

The following rules will be enforced:

- If a sale is made or services are rendered that require handling personal information related to this contract in Scentium facilities, remotely, or through Scentium's hardware or software teams, Scentium must fulfill the security measures implemented by the Responsible Party to protect the personal information which will be communicated in advance.

- Scentium is committed to treating all commercial and technical details that are not public domain as well as details reported in the context of a business relationship as trade secrets. The information will not be provided or made available to any unauthorized third parties under any circumstances.

- If the buyer is a legal entity, Scentium will handle their representative's personal information provided for the purposes of legitimate interest in order to maintain contact with the legal entity.

- If the buyer is a free agent or an individual, Scentium will use their personal information for the purposes of the contractual relationship agreed upon in order to fulfill contractual obligations.

- In the cases mentioned in the above paragraphs, communicating using the applicant's personal information is a necessary requirement for ensuring the contractual relationship between Scentium and the buyer because a lack of communication between parties would impede the fulfillment of the contractual relationship.

The information provided will be saved for the time necessary to guarantee the fulfillment of both parties' legal obligations and, in any case, for up to 5 years after its expiration except for information related to complying with the Prevention of Money Laundering and Terrorism Funding regulations in which the information will be retained for ten years.

In any case, the owner of the personal information provided may exercise their rights to access, rectify, erase, and limit the use of the data by sending an email to [data.privacy@scentium.com](mailto:data.privacy@scentium.com). Scentium will not provide any personal information to any third party unless legal obligations exist. For the purposes of fulfilling the contractual obligations between the buyer and Scentium, parties rendering services for the company may access the applicant's personal information necessary to rendering said services.

The applicant may speak with the competent Control Authority regarding Data Protection for more information or to file a complaint.

**17. English Version.**

The English version of these General Sale Conditions will prevail over all other translations.

**18. Legislation and Applicable Laws.**

All of the Buyer's Purchases from the Vendor will be governed by and interpreted according to the applicable laws of Scentium's registered office, excluding the implementation of any conflict of laws or conflict with the United Nations' Convention on Contracts for the International Sale of Goods. The Vendor and the Buyer expressly disclaim any forum or court to which they may have had a right and agree to submit any disagreement or litigation derived from the validity, interpretation, fulfillment, or execution of these General Sales Conditions, as well as any actions or transactions that could be the subject of said disagreements, to the courts of the Vendor's registered office.