



## GENERAL TERMS AND CONDITIONS OF SALE OF SYNERGY FLAVORS, INC. AND U.S. SUBSIDIARY COMPANIES

1. **General:** These General Terms and Conditions of Sale ("Terms") govern each offering, sale and delivery of goods and/or services (such goods and/or services are both separately and jointly referred to herein as the "Goods") from or on behalf of Synergy Flavors, Inc. or any of its United States subsidiary companies, including Synergy Flavors (OH) LLC d/b/a Sensus, Synergy Flavors (NY) LLC d/b/a Vanlab, and Synergy Flavors SG LLC d/b/a Sethness-Greenleaf (collectively, "Synergy") to each buyer ("Buyer") of the Goods identified in any Synergy offer, quotation, confirmation or agreement which refers to or incorporates these Terms (such confirmation, quotation or agreement and these Terms are collectively referred to herein as the "Contract").
2. **Terms of Contract:** Synergy hereby expressly objects to and rejects all terms and conditions which may appear in Buyer's purchase order, confirmation or other document that are inconsistent with or in addition to the Contract. The Contract supersedes any and all prior oral or written quotations, communications, agreements and understandings with respect of the sale or delivery of the Goods. Failure of Synergy to object to any terms or conditions of Buyer shall in no event be construed as an acceptance of any such terms or conditions. If the Contract differs from any terms or conditions of Buyer, the Contract and any subsequent communication or conduct by or on behalf of Synergy, including any confirmation of an order and delivery of Goods, constitutes a Synergy counter-offer and not acceptance of Buyer's terms or conditions. Any communication or conduct of Buyer which confirms an agreement for the delivery of the Goods by Synergy, as well as acceptance by Buyer of any delivery of the Goods from Synergy, shall constitute an acceptance by Buyer of the Contract. The Contract may only be varied or waived by a written agreement between Synergy and Buyer.
3. **Quotations, Orders, Confirmation and Samples:** Quotations made by Synergy are not binding upon Synergy and merely constitute an invitation to Buyer to place an order. All quotations are revocable and subject to change without notice. Orders are not binding until accepted and confirmed by Synergy in a written confirmation. Synergy shall be entitled to refuse an order without indication of its reasons. Quotations based on estimated Buyer purchase quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated quantities. Except as otherwise provided in the Contract, any samples supplied by Synergy to Buyer are supplied solely for information purposes and in no way create or imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, or suitability or fitness for any purpose.
4. **Prices; Taxes:** Prices and currencies applicable to the sale of the Goods shall only be as specified in the Contract. Unless prices for the Goods have been indicated as firm by Synergy in the Contract, Synergy is entitled to increase the price of the Goods that remain to be delivered under the Contract at any time if Synergy's costs of production of the Goods have materially increased, as determined in Synergy's sole reasonable discretion. Synergy's prices include standard packaging but do not include value added tax or any other taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of the Goods to Buyer shall be for Buyer's account and shall be added to each invoice or separately invoiced by Synergy to Buyer.
5. **Quantities; Monthly Orders:** Unless expressly stated in the Contract, Synergy does not commit to supply the maximum quantity of Goods noted in the Contract, ordered by Buyer or as stated in any quotation, but Synergy may supply an amount up to such maximum quantity. If the Contract covers a supply or shipment period for the Goods that extends for a period longer than one month, Buyer may, unless otherwise expressly agreed by Synergy, order for delivery in each month during the shipment period no more than 110% of the "monthly volume amount" for the Goods. The "monthly volume amount" for the Goods shall be (a) the maximum volume of the Goods stated in the Contract divided by (b) the number of full calendar months included in the designated Contract period.
6. **Payment and Buyer's Credit:** Unless otherwise stated in the Contract, Buyer shall pay all invoices, without deduction, in the currency set forth in the Contract no later than thirty (30) days from the date of Synergy's invoice and no cash discount will be allowed. No deductions from invoices for credits, samples, damaged Goods or bill-backs of any kind are permitted or shall be made. All payments shall be made without any deduction on account of any taxes and free of set-off or other counterclaims. Any complaint with respect to any Synergy invoice must be brought to Synergy's attention in writing within ten (10) days after the date of the invoice; thereafter Buyer shall be deemed to have fully approved the invoice. Time is of the essence with regard to the payment of each invoice. Synergy may, without prejudice to any other rights of Synergy, charge interest on any overdue payment from Buyer at the higher rate of either twelve percent (12%) per annum or the highest amount permitted under applicable law from the due date until all amounts outstanding are paid in full. All costs and expenses incurred by Synergy in the collection of overdue payments (including reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Buyer's account and promptly reimbursed by Buyer. Synergy may, at any time Buyer's credit or financial responsibility becomes unsatisfactory in Synergy's sole opinion, require cash payment in advance of or on delivery of the Goods.
7. **Delivery and Acceptance:** Unless otherwise expressly stated in the Contract, all deliveries of Goods to the Buyer shall be F.O.B. Synergy's production facility for the Goods. Buyer shall accept the Goods upon delivery. Unless otherwise stated in the Contract, any times or dates for delivery by Synergy are estimates and Synergy shall not be liable for any delay in delivery. Any deviations in the quantity of Goods ordered or as stated in any Synergy confirmation shall not relieve Buyer of its obligation to accept and pay for the amount of Goods ordered or as indicated in Synergy's confirmation. Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries under the Contract.
8. **Examination and Conformity to Specifications:** Promptly upon delivery of the Goods to Buyer, Buyer shall examine the Goods and satisfy itself that the Goods delivered meet the requirements of the Contract. Any complaints of any nature about the Goods shall be clearly made in writing and must reach Synergy not later than ten (10) days from the date of delivery of the Goods in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and ten (10) days from the date on which any other claim was or ought to have been apparent, but in no event later than sixty (60) days from the date of delivery of the Goods. Use or processing of the Goods by Buyer shall be deemed to be an unconditional acceptance of the Goods by Buyer and a waiver of all claims in respect of the Goods. Any determination of whether or not delivered Goods conform to the Contract shall be made by reference to the agreed specifications for the Goods in the Contract, or, in the absence of agreed specifications, to the most recent specifications held by Synergy at the time of delivery of the Goods. Such determination shall be performed solely by analyzing the samples or records retained by Synergy and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Synergy. Any Goods that Synergy consents or directs in writing to be returned shall be returned to Synergy at the

risk of Buyer to the destination directed by Synergy. Any defect in some or parts of Goods delivered does not entitle Buyer to reject the entire delivery of Goods. Upon receipt of a notice of defect, Synergy is entitled, in its sole discretion, to suspend further deliveries of the Goods until the matter is resolved.

9. **Transfer of Risk and Property:** Unless otherwise stated in the Contract, title to and risk of loss of or damage to the Goods shall pass to Buyer upon delivery. Goods for which delivery is suspended pending payment by Buyer, as well as Goods of which delivery is wrongfully rejected or not accepted by Buyer, shall be held and stored by Synergy at the risk and expense of Buyer.
10. **Limited Warranty:** Unless otherwise stated in the Contract, Synergy warrants only that, as of the date of delivery of the Goods to Buyer, the Goods shall conform to the agreed upon specifications for the Goods as stated in or incorporated into the Contract, if any. If and to the extent any Goods fail to meet such warranty, Synergy may, at its option, within a reasonable time either repair or replace such Goods at no charge to Buyer, or issue a credit for any such Goods in the amount of the original invoice price. Synergy's obligation to repair, replace, or credit shall be contingent upon receipt by Synergy of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods to Synergy in accordance with these Terms. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY OR FITNESS FOR ANY PURPOSE.
11. **Limitation of Liability:** THE LIABILITY OF SYNERGY FOR ANY AND ALL CLAIMS FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE CONTRACT AND THE GOODS AND/OR THE USE THEREOF SHALL UNDER NO CIRCUMSTANCES EXCEED THE SUM OF BUYER'S PAYMENTS FOR THE GOODS THAT ARE THE SUBJECT OF THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SYNERGY BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION, DAMAGES BASED UPON LOST GOODWILL, LOST SALES OR PROFITS, WORK STOPPAGE, PRODUCTION FAILURE, IMPAIRMENT OF OTHER GOODS OR OTHERWISE, AND WHETHER ARISING OUT OF, OR IN CONNECTION WITH, BREACH OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE OR OTHERWISE.
12. **Intellectual Property:** Synergy has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of Buyer's use of the Goods. Buyer expressly assumes all risks of any intellectual property infringement by reason of its use of the Goods, whether singly or in combination with other materials or in any processing operation.
13. **Force Majeure:** Synergy shall not be liable for delay in performance or failure to perform when such delay or failure is due to a cause beyond its reasonable control, including, but not limited to, acts of God or the public enemy, governmental action, fires, floods, earthquakes, quarantine restrictions, riots, labor difficulties or strikes, insurrections, freight embargoes, plant breakdown, transportation shortages, severe weather and non-performance of, interference with, or disruption to Synergy's intended sources of supply. Any Goods delayed or not delivered due to force majeure may, at Synergy's option, be eliminated from the Contract. If an event a force majeure occurs which prevents Synergy from being able to meet its supply commitments to Buyer and Synergy's other customers, then Synergy may allocate its available inventories using any method selected in its sole discretion.
14. **Modifications and Information:** Unless otherwise stated in the Contract, Synergy reserves the right to change or modify the specifications for the Goods and to substitute new processes or materials used in the production and/or manufacture of the Goods. Buyer acknowledges that data in Synergy's specification sheets and other descriptive publications may, accordingly, change from time to time. Buyer must utilize and solely rely on its own expertise, know-how and judgment in relation to Buyer's use of the Goods and in Buyer's application of any information obtained from Synergy. Information provided by Synergy with regard to the suitability and use of the Goods shall not be binding on Synergy and Synergy does not assume any liability based on such information.
15. **Compliance with Laws and Standards:** Except as stated in the Contract, Synergy makes no promise or representation that the Goods shall conform to any law, regulation, code or standard. Buyer shall be exclusively responsible for (i) ensuring compliance with all such laws, regulations, codes and standards associated with its intended use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such use.
16. **Independent Contractors:** Synergy and Buyer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.
17. **Non-Assignment:** Neither party may assign any of its rights or obligations under the Contract without the prior written consent of the other party, provided that Synergy may assign its rights and obligations, in whole or in part, to any of its U.S. affiliated companies without Buyer's consent.
18. **Suspension and Termination:** If (a) Buyer is in default of performance of any of its obligations to Synergy, or (b) if Synergy has reasonable doubts with respect to Buyer's performance of its obligations to Synergy and Buyer fails to provide to Synergy adequate assurances of Buyer's performance within ten (10) days of Synergy's demand for such assurances; or (c) if Buyer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation, or any type of bankruptcy or receivership proceeding shall be instituted by or against Buyer, then, without prejudice to any other rights of Synergy, Synergy may suspend its performance or terminate the Contract for Goods not yet delivered. In any such event, all outstanding payments due to Synergy from Buyer with respect to Goods already delivered to Buyer shall become due and payable immediately.
19. **Waiver; Severability:** No waiver by Synergy of any breach of Buyer's obligations under the Contract or failure to enforce any such obligation shall constitute a waiver of any other prior or subsequent breach. In the event that any provision of the Contract shall be held to be invalid or unenforceable, such action shall not affect the validity or enforceability of the remaining provisions of the Contract.
20. **Limitation on Actions:** No action by Buyer shall be brought unless Buyer first provides written notice to Synergy of any claim alleged to exist against Synergy within thirty (30) days after the event complained of first becomes known to Buyer and an action is commenced by Buyer within twelve (12) months after such notice.
21. **Governing Law:** The validity, enforceability, and construction of the Contract shall be governed by the laws of the state in which Synergy's production facility for the Goods is situated, without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract. The parties irrevocably agree that all lawsuits, actions, and causes of action arising out of or in connection with the Contract shall be filed exclusively in a state court located in the county in which Synergy's production facility for the Goods is located or the federal district court for the district in which Synergy's production facility for the Goods is located. The parties waive, to the fullest extent allowed by law, any objection to such venue and the defense of inconvenient forum.
22. **Survival of Rights:** Each party's rights and obligations shall be binding upon and inure to the benefit of that party's successors and permitted assigns. Termination of one or more of the rights or obligations of the parties under the Contract shall not affect the provisions of the Contract which by their nature are intended to continue in effect after any such termination.

Effective Date: December 1, 2016