

**Symrise, S. de R.L. de C.V . – Terms and Conditions of Sale**

**1. Acceptance of Terms and Conditions.** The acceptance of the terms and conditions contained herein are bonding for Symrise and the Buyer which forms a part of the sale agreement. Any acceptance on behalf of Symrise of a Purchase Order or Request will be made subject upon the terms and conditions contained herein and no additional or different terms offered by Buyer shall become a part of the sale agreement between Symrise and Buyer unless such terms have been expressly approved in writing by an authorized legal representative of Symrise. In case there is a sale offer on behalf of Symrise, it reserves the right to withdraw this offer at any time before its acceptance by Buyer. The acceptance of such offer by Buyer will imply the acceptance of the terms and conditions contained herein. In case an offer or a counteroffer presented by Buyer contains some terms or conditions different to the ones contained herein, Symrise acceptance to such Buyer's offer or counteroffer, as the case may be, it will be expressly conditioned on Buyer's assent, whether implicit or explicit, to the additional or different terms contained in it. If these terms and conditions are not acceptable, Buyer shall notify Symrise in writing of its negative to accept them within the three (3) business days after receiving this document. Buyer's acceptance to any goods manufactured and delivered hereunder, the payment of the price or receiving the invoice will imply the acceptance of the Terms and Conditions contained herein.

**2. Sale Price and Terms of Payment.** The prices of the products Symrise sells are the ones appearing on the Products List previously provided to the Buyer or the price Symrise had given the Buyer in writing. The prices may change at any moment previous to the delivery of the corresponding invoice through a notification to the Buyer of such increase. Unless Buyer, within the five (5) business days after receipt of the notice, notify Symrise that it objects to the increase, the increased price shall be paid by the Buyer. If Buyer notifies Symrise of its objection, Symrise shall have the right to cancel the purchase order. In such event, Symrise only obligation shall be to refund any amount previously paid by Buyer. Except for a different agreement between the parties, the payment terms are thirty (30) calendar days after the date of the invoice. The sale price shall be paid in the currency showed in the invoice, Mexican pesos or American dollars (or its equivalent in Mexican pesos with the rate published by Banco de Mexico on the payment day). If the Buyer does not pay any amount by the due moment, Symrise will also have the obligation to impose an interest over such starting from the due date of at least 2% (two per cent) per month or the maximum interest permitted by law. Symrise reserves the right to amend, change, or withdraw the terms of the credit at any moment and without any prior notice, and to require guarantees, sureties or advanced payment of the amount of the relevant credit. Likewise, Symrise may stop subsequent Purchase Orders or Requests when the Buyers owes the payment of more than two (2) invoices for over thirty (30) calendar days. The sale price includes standard packing used by Symrise for normal shipment. Special packing shall be undertaken at Buyer expense. Any tax which Symrise may be required to pay or collect shall be for the account of Buyer and shall be added to the sale price.

**3. Delivery, Risk of Loss and Acceptance.** Symrise obligation is to deliver goods in the place agreed in writing by the parties; in case there is no agreed place the products will be delivered at Symrise plant, warehouse or such other place where Symrise has facilities. Risk of loss shall pass to the Buyer at the time of delivery to the carrier or forwarding agent. Contracting transport insurances and their respective cost will be on charge of the Buyer from the moment on which it assumes the risk of the products. Likewise, Buyer will be in charge of obtaining the permits and licenses for importing the products at its own cost. Delivery dates given to Buyer in any other manner, are approximate. Symrise will attempt to establish delivery schedules as closely as possible in accordance with the Buyer's expressed needs. Symrise shall not be liable for any delay in the performance or for damages suffered by Buyer by reason of such delay. Goods shall be deemed accepted within five (5) days after delivery to Buyer, unless notice of claim is given in writing to Symrise within that period. Buyer shall make a review of the products by the carrier or forwarding agent to the possible extent, considering the circumstances of each case, in order to verify the apparent correct status of the products.

**4. Confidentiality.** Buyer shall keep confidential and not disclose or make available to any third party any confidential and/or proprietary information of Symrise. Symrise shall remain the owner of any formula for any goods provided by Symrise. The parties agree that the information they get to exchange by virtue of the commercial relationship arising will have the character of "confidential information" in accordance to what is provided in the Industrial Property Law.

**5. Limited Warranty.** Symrise warrants that, under normal use, the goods shall be free from defects in material and workmanship. If goods fail during the warranty, Symrise sole obligations shall be to replace the defective goods or, if for any reason this cannot be accomplished, refund the sale price paid for the defective goods. **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF**

**MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Symrise shall not be liable under the warranty if Symrise determines that the defect was caused by improper use, application, storage, abuse or any other cause beyond the control of Symrise.

**6. Limitation of Liability and Indemnity.** Buyer's rights with respect to any claim arising out of any Purchase Order or Request, or Symrise performance in connection therewith, including any claim arising out of any defect or alleged defect in any goods or services provided by Symrise, shall be limited exclusively to the remedies specified herein. Symrise liability in no event may exceed a refund of the sale price paid by the Buyer for the goods. In no event shall Symrise be liable for incidental, indirect, special or consequential damages including lost profits, even if Symrise has been advised of the possibility of such damages, or of any claim by Buyer or any other party. Buyer agrees to indemnify, defend and hold Symrise harmless from and against any and all claims, liabilities, damages and expenses, including any Claim related and/or incident to Buyer's purchase and/or use of any goods, or any act or omission by Buyer, its agents or employees, except where a Claim results from the sole negligence of Symrise and such negligence is duly proved.

**7. Containers.** If Symrise shipment requires use of tote bins or other returnable containers, title to such containers shall remain for Symrise. Such containers must be kept in good condition and may not be used for any material other the material shipped in the container. Containers must be returned to the point of shipment within forty-five (45) calendar days from date of shipment. Buyer shall be responsible for payment of Symrise per diem late fee for each container returned after the permitted time period. Buyer shall comply with all laws and regulations pertaining to the use and shipment of the containers. Buyer shall make a deposit in the amount required by Seller prior to shipment to insure compliance with this provision. The deposit will be refunded upon timely return of the containers in good condition.

**8. Applicable Law/Disputes.** **The transaction shall be governed by and construed in accordance with the laws of Mexico, Federal District, United Mexican States.** The parties specifically exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods. For the purpose of resolving any controversy or claim between the parties, the parties agree to submit to the jurisdiction of the state courts of Mexico, Federal District, waiving to any jurisdiction that may correspond by virtue of their present or future domiciles. At the choice of the party suing the other party, the disputes arising out of this contract may be finally settled with the Arbitration Rules of the Arbitration Center of Mexico ("CAM"), by one arbitrator appointed by the General Council of the CAM. The headquarters of the procedure will be in Mexico, Federal District and the language of the procedure will be Spanish.

**9. Miscellaneous.** These terms and conditions apply to all sales of Symrise goods or services. Whenever the word "including" is used herein, it shall mean "including but not limited to". The terms and conditions set forth herein constitute the entire agreement between Symrise and Buyer relating to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties. Except as otherwise expressly provided for herein, these terms and conditions may be amended only by a writing executed by the authorized representatives of both parties. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement or explain any of the provisions contained herein. Any Purchase Order or Request accepted by Symrise shall not be assigned, sold or otherwise transferred by Buyer without Symrise prior written consent. If any provision contained herein shall be held to be invalid under any applicable statute or rule of law, such provision shall to that extent be deemed omitted and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Symrise shall not be responsible for failure to fulfill any of its obligations or damages resulting therefrom due to causes beyond its control, including any act of God, labor disruption, lack of facilities, lack of transportation, embargo, riot, act of public enemy, war, national emergency or terrorism. Seller's failure at any time to insist upon strict performance of any term or condition contained herein shall not be construed as a waiver of any subsequent breach of any term or condition. All notices and consents required hereunder shall be in writing and sent to the other party by certified mail, return receipt requested, or by recognized overnight courier.