

Symrise Inc. – Terms and Conditions of Sale

1. Acceptance of Terms and Conditions. Acceptance of terms and conditions contained herein is an essential prerequisite to any contract of sale made by Seller. Any offer or acceptance by Seller is made subject to and expressly conditioned upon the terms and conditions contained herein and no additional or different terms offered by Buyer shall become a part of the agreement of sale between Seller and Buyer unless such terms have been expressly approved in writing by an authorized agent of Seller. If this document is an offer, acceptance of this offer is expressly limited to the terms hereof, and Seller reserves the right to withdraw this offer at any time before its acceptance by Buyer. If this document has been issued by Seller in response to a written offer made by Buyer, Seller's acceptance of Buyer's offer is expressly conditioned on Buyer's assent to the additional or different terms contained herein. If these terms and conditions are not acceptable, Buyer shall notify Seller in writing at once. Buyer's action in (a) accepting any goods manufactured and delivered hereunder, or (b) receiving this document without disaffirmance of the terms and conditions contained herein within three (3) business days of receipt shall constitute an unqualified acceptance by Buyer of the Terms and Conditions contained herein.

2. Purchase Price and Terms of Payment. Unless otherwise indicated on the face hereof, terms of payment are net thirty (30) days from date of invoice. The purchase price shall be payable in U.S. dollars. If Buyer fails to pay any amount when due, Seller shall also be entitled to interest thereon from the due date at the lesser of 2% per month or the maximum permitted by law. Seller reserves the right to modify, change or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. Seller may increase the purchase price by giving Buyer notice of any such increase. Unless Buyer shall within five (5) business days after receipt of the notice, notify Seller that it objects to the increase, the increased price shall be paid by the Buyer. If Buyer notifies Seller of its objection, Seller shall have the right to cancel the order. In such event, Seller's only obligation shall be to refund any amount previously paid by Buyer. Seller reserves the right to make changes to or substitute goods provided the foregoing does not adversely affect the goods. The purchase price includes standard packing for normal shipment. Special packing shall be undertaken at Buyer's expense. Any tax which Seller may be required to pay or collect shall be for the account of Buyer and may be added to the purchase price.

3. Delivery, Risk of Loss and Acceptance. Seller's obligation is to deliver goods FOB Seller's plant, warehouse or such other place as Seller may determine unless otherwise specified in writing. Risk of loss shall pass to the Buyer at the time of delivery to the carrier or forwarding agent. Delivery dates given to Buyer in any other manner, are approximate. Seller will attempt to establish delivery schedules as closely as possible in accordance with the Buyer's expressed needs. Seller 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 ten (10) days after delivery to Buyer unless notice of claim is given in writing to Seller within that period.

4. Confidentiality. Buyer shall keep confidential and not disclose or make available to any third party any confidential and/or proprietary information of Seller. Seller shall remain the owner of any formula for any goods provided by Seller.

5. Limited Warranty. Seller warrants that, under normal use, goods shall be free from defects in material and workmanship. If goods fail to meet the warranty, Seller's sole obligations shall be to replace the defective goods or, if for any reason this cannot be accomplished, refund the purchase 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.** Seller shall not be liable under the warranty if Seller determines that the defect was caused by improper use, application, storage, abuse or any other cause beyond the control of Seller.

6. Limitation of Liability and Indemnification. Buyer's remedies with respect to any claim arising out of any order, or Seller's performance in connection therewith, including any claim arising out of any defect or alleged defect in any goods or services furnished by Seller, shall be limited

exclusively to the remedies specified herein. Seller's liability shall in no event exceed a refund of the purchase price paid by the Buyer for the goods. In no event shall Seller be liable for incidental, indirect, special or consequential damages including lost profits, even if Seller 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 harmless Seller from and against any and all claims, liabilities, damages and expenses, including attorney's fees and costs (collectively "Claim(s)") of any nature, 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 the Seller.

7. Containers. If shipment requires use by Seller of tote bins or other returnable containers, title to such containers shall remain in Seller. Such containers must be kept in good condition and may not be used for any material other than the material shipped in the container. Containers must be returned to the point of shipment within forty-five (45) days from date of shipment. Buyer shall be responsible for payment of Seller's 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 the State of New Jersey.** 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 New Jersey unless Seller elects a different jurisdiction or if Seller directs that any such controversy or claim shall be resolved by arbitration. If Seller elects arbitration, the following conditions shall apply: the arbitration shall be administered by and resolved in accordance with the rules and procedure then obtaining of the New Jersey office of the American Arbitration Association; the arbitration shall be conducted by one arbitrator at a location in New Jersey selected by Seller; the decision of the arbitrator shall be binding and conclusive on all parties involved; and judgment on the decision of the arbitrator may be entered in the highest court of any forum, federal or state, having jurisdiction. If Seller is the prevailing party, Seller shall be entitled to recover all expenses, including attorney's fees and costs. Any action or proceeding by Buyer arising out of or in connection with this transaction, including any claim for Seller's breach of contract or Seller's breach of warranty, must be commenced within one (1) year after the first to occur of the following: delivery of the goods to Buyer or accrual of the cause of action.

9. Miscellaneous. These terms and conditions apply to all sales of Seller's 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 the Seller 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 order accepted by Seller shall not be assigned, sold or otherwise transferred by Buyer without Seller's 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. Seller 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.