

Supplemental Terms and Conditions for Labeling Services

These Supplemental Terms and Conditions for Labeling Services (the “**Labeling Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services (the “**General T&Cs**”) and apply to all contracts for the performance of food label and regulatory compliance services (“**Labeling Services**”) by MXNS. These Labeling Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Labeling Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Timing

If MXNS requires information from Customer for the execution of the Labeling Services, the term for the execution does not begin before the Customer has supplied MXNS with the correct and complete information.

2. Cancellation or Postponement

If MXNS receives a written cancellation or postponement notification from Customer of a Service that is confirmed and scheduled to be performed, MXNS may charge, and Customer agrees to pay a cancellation or postponement fee. If MXNS receives Customer’s notice within 10 business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 50% of the Service fee. Customer acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Services are difficult to estimate on the date hereof and would be difficult for MXNS to quantify insofar as cancellation or postponement may impact MXNS’ reputation or require MXNS to provide non-monetary concessions to its suppliers and contractors. Customer agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

3. Contract Extras

3.1. If any changes or additions are made at the Customer’s request or that are necessary in MXNS’s opinion and have an effect on the volume of the work agreed within the framework of the Service Order changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MXNS’s rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Service Order, MXNS shall inform the Customer in writing about the financial consequences for the additional work intended.

3.2. The Customer accepts that the arranged or expected time of completion of the Service Report(s) and the mutual responsibilities of MXNS and the Customer may be affected due to additions or changes to the Service Order.

4. Service Reports

4.1. If Customer has designated in the Service Order a third party entitled to receive copies of MXNS’ Service Reports or Results (each, a (“**Third Party**”), Customer agrees and understands that receipt of any report by Third Party is not contingent on the content of the report or any consideration by Customer of good or poor performance, and that such report shall be sent to Third Party at the same time it is sent to Customer.

4.2. Customer acknowledges and agrees that any Service Reports and Results and other outcomes of the Labeling Services provided to Customer shall be based on information supplied by the Customer, its vendors, and their respective representatives to MXNS, and any information and analysis regarding regulatory compliance shall be based on the laws and regulations in effect as of the date of the applicable Service Report or Results.

4.3. MXNS is not responsible for erroneous reports due to inaccurate or incomplete information provided by the Customer.

4.4. Any amendments or changes in the interpretation of the current legislation or regulations or other relevant changes following the

delivery of the Service Report are not included in the Contract and/or Labeling Service, and MXNS shall not be liable for such.

4.5. After the delivery of the Service Report, MXNS is not obliged to inform Customer of amendments to the laws or regulations that could make the Results or Service Report previously delivered to Customer invalid, and MXNS is no longer obliged to monitor Customer’s labels for compliance.

4.6. The recommendations provided in the Service Report are expressed according to professional standards in order to ensure their clear evaluation, in accordance with the regulations and best practices in force at the date of issue of the Service Report.

4.7. MXNS shall not be liable for errors in the labels due to printing configuration by Customer further to the issuance of the Service Reports.

4.8. The Service Reports, Results or other outcomes of Services provided by MXNS may address regulatory compliance or other legal issues, but Customer acknowledges and agrees that such Service Reports and Results and other outcomes of the Services are to be provided by MXNS for informational purposes only and nothing set forth therein is intended as, and Customer will not rely upon any such information as, legal advice or the legal opinions of MXNS.

4.9. It is solely the responsibility of Customer to ensure its compliance with all laws, rules and regulations of any kind applicable to its products, production methods and business operations, and accordingly, Customer is advised to consult a properly qualified, knowledgeable attorney or other legal expert who is fully aware of Customer’s particular circumstances before taking any action based on the results of Labeling Services provided under this Contract.

4.10. MXNS does not investigate and is not obliged to investigate (a) whether more than one language is spoken in a country, or (b) in which language the label should, by law, be composed, unless the Customer has specifically arranged with MXNS that those matters should be investigated.

5. Intellectual Property

Any copyright rights related to the content of the Services Report or Results that may have been created by MXNS specially for the Customer in the course of the Services, is assigned to Customer. Customer will then have the right to use, reproduce, adapt this content on any support, with any means, for whatever need especially for the accomplishment of any required formalities and procedures, for all the duration of the copyright, free of charge or not, all over the world.