

GENERAL TERMS AND CONDITIONS OF SALE FOR SWITZERLAND OF THE EMMI GROUP

1. General information

These General Terms and Conditions of Sale and Delivery (GTC) of Emmi apply to all sales and deliveries made by Emmi to the Customer. They apply to transactions with all Swiss companies of the Emmi Group. By placing an order, the Customer expressly agrees to the validity of these GTC.

The Customer's General Terms and Conditions shall not be valid unless they are accepted through direct signature by Emmi. Reference to the Customer's GTC in contracts, orders or other documents shall not render such GTC valid, even if such contracts, orders or other documents are signed by Emmi.

2. Offers, orders, prices and terms of payment

Offers issued by Emmi that do not include a deadline for acceptance are non-binding until Emmi confirms the sale. Offers made by Emmi on the basis of inaccurate or incomplete documents are non-binding price indications. The prices stipulated in the sales confirmation, the delivery note or the invoice are decisive. Deliveries and services for which prices have not been agreed in advance in writing shall be invoiced at Emmi's list prices valid at the time of performance.

Unless explicitly agreed otherwise, payments shall be settled within [20] days of the invoice date without any deduction. In the event of failure to observe this payment deadline, the Customer shall be deemed to be automatically in default without the need for any reminder, whereupon Emmi shall be entitled to charge interest on arrears at a rate of 7.5% p. a. Emmi is entitled to request advance payments. Set-off and retention by the Customer shall only be permissible if any Customer's counterclaims have been acknowledged by Emmi in writing or have been established through a final court judgement.

If the Customer is in default with one or more payments, Emmi is entitled to withhold further deliveries or partial deliveries until the outstanding invoices have been paid in full.

If, through no fault of its own, Emmi incurs additional expenses for the goods to be delivered in excess of those that were known or should have been known at the time the contract was concluded, these additional costs shall be borne in full by the Customer.

3. Terms of delivery, place of performance and transfer of risk

Emmi shall endeavour to meet the agreed delivery dates to the best of its ability. Emmi shall not be liable for any loss or damage arising in connection with a delay in delivery. Changes to the order by the Customer shall only be permitted with Emmi's consent and, unless otherwise agreed, may result in the cancellation of the previously agreed dates and deadlines.

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In the event of unforeseeable disruptions in delivery for which Emmi is not responsible and which occur at Emmi or at Emmi's suppliers, such as strikes, lockouts, operational disruptions, epidemics, interrupted or congested transport routes, natural disasters, water and storm damage, war, impeded supply of electricity or raw materials, and official orders, the delivery and performance deadlines shall be extended automatically in accordance with the duration of the disruption. If the delivery and performance deadlines are delayed by more than eight weeks as a result, either party may terminate by means of written notification the corresponding purchase contract without compensation.

Unless otherwise agreed, delivery and transfer of risk shall be made on a DDP basis (Incoterms 2020), warehouse in Switzerland as per sales confirmation (place of performance). Emmi shall retain title to the delivered goods until payment has been made in full.

4. Warranty

Emmi warrants that all of the goods supplied by it comply with the agreed specifications and with Swiss food legislation or, subject to appropriate written instructions from the buyer, with foreign food legislation. To ensure the high quality and food safety of the products supplied, Emmi certifies its production sites to ISO 9001/14001 and FSSC 22000.

Complaints must be made in writing and in detail within 24 hours of receipt of the goods at the place of performance. Hidden defects must also be reported in writing and in detail immediately after discovery, but at the latest within three months after receipt of the goods at the place of performance. The statutory rights in respect of defects are excluded to the extent permitted by law. The Customer will only be granted a credit note for defective goods.

5. Exclusion of liability

Emmi shall only be liable for damage that it has caused through wilful intent or gross negligence. Liability is excluded in the case of minor negligence. Liability for indirect damage, consequential losses, third-party losses, lost profits or damage to reputation is excluded to the extent permitted by law.

6. Intellectual property rights

All intellectual property rights of Emmi or its affiliated companies shall be retained by Emmi or by the affiliated company. In particular, the Customer shall refrain from copying trademarks or from altering or making such trademarks invisible on labels or packaging without Emmi's prior written consent.

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Insofar as Emmi performs design, development or similar work for the Customer, all resulting intellectual property rights shall remain automatically, fully and exclusively with Emmi. Recipes, samples, sketches, drafts, models, tools, brands, processes, print data, etc. supplied by Emmi within the context of the contractual relationship shall remain the exclusive property of Emmi and may not be passed on to third parties, communicated to third parties or used for collaboration with third parties.

7. Confidentiality

All information exchanged between the parties pertaining to the business relationship shall be treated as confidential and may not be passed on to third parties or used for other purposes.

8. Transfer

The Customer is not entitled to assign the rights and obligations arising out of the contractual relationship with Emmi to a third party without the requisite written consent. Emmi shall be entitled to transfer the rights and obligations arising out of the contractual relationship with the Customer to other companies within the Emmi Group.

9. Amendments and severability clause

Amendments and addenda to these GTC must be made in writing. Should individual provisions of these GTC be ineffective or their fulfilment become unenforceable, the remaining provisions of the GTC shall remain effective. Ineffective provisions shall be replaced by provisions that approximate as closely as possible the economic meaning and intended economic purpose of the ineffective or unenforceable provision.

10. Place of jurisdiction, applicable law

The exclusive place of jurisdiction for all disputes arising out of the contractual relationship between the parties is Lucerne (Switzerland). The contractual relationship shall be governed by and construed in accordance with Swiss law, to the exclusion of provisions regarding conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ("Vienna Sales Convention").