

Symrise S. De R.L. De C.V. – Purchase Order Terms and Conditions

1. Terms and Acceptance. This purchase order (the “*Purchase Order*”) becomes a contract (a) when the Purchase Order’s acceptance is received by Seller, or (b) upon the Seller’s commencement to manufacture the goods subject to the Purchase Order, or (c) if they have already been manufactured, at the moment of the shipment of such goods, or (d) upon Seller providing the services contemplated by the Purchase Order, whichever occurs first. Any acceptance of the Purchase Order indicates the express acceptance of this terms and purchase conditions.

The Purchase Order, jointly with the documents attached hereto or the ones incorporated by reference, constitute the entire agreement amongst the parties and shall not be modified except by the written consent of the parties. No amendment, acknowledgement, delivery, sales order, or other document forwarded by Seller to Buyer before or after the date of the Purchase Order containing terms and conditions other than those contained herein shall be binding on Buyer unless they were agreed and signed by a legal representative of Buyer duly authorized to do so. Buyer shall have the right to make changes in the Purchase Order, including the goods/services to be furnished, date(s) of delivery or place(s) of delivery or the work to be performed. If any such change by Buyer results in an increase or decrease in the cost to Seller or in the time required for performance, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly, provided, however, that any claim by Buyer for such an adjustment must be made in writing within five (5) days after receipt of notice of the change.

2. Quality and Specifications. If Buyer provides specifications, the goods delivered and/or services rendered shall conform to the specifications. In the event that quality is not specified in the Purchase Order, the goods delivered and/or services rendered hereunder must be of the best quality on the market. Seller shall notify Buyer of any proposed change to the production process or the materials used to manufacture the goods which may affect the agreed upon quality or specifications of the goods. Such notifications shall be given with sufficient time to allow Buyer evaluate the proposed change before the change is implemented. If Buyer objects to the Seller’s proposed change and the parties are not able to agree upon the proposed change but Seller nevertheless decides to implement the change, Buyer shall be entitled to cancel any existing purchase order, including the Purchase Order. Seller shall immediately notify Buyer of any injury, investigation, or non-routine inspection, or any other action by any governmental entity or unit thereof, with respect to the manufacture, storage, or delivery of the goods, or components thereof, which pertains to product quality and/or safety, providing all documents related to the same. In addition, Seller shall immediately notify Buyer in the event that it becomes aware or has reason to believe that there may be an issue of quality, safety, or adulteration relating to any of the goods. Seller shall undertake methods to ensure lot traceability within the supply chain and shall maintain a quality management system that meets industry standards and government requirements.

3. Packaging, Delivery, Risk of Loss and Taxes. There will be no charge for packaging unless specified in the Purchase Order. Loss of or damage to any goods not packed in such a manner as to insure proper protection shall be borne by Seller. Each package of goods shipped must contain a memorandum showing shipper’s name, contents of package, and the purchase order number. Time is of the essence with respect to each and every provision of the Purchase Order in which time is a factor. Risk of loss of damage shall be transmitted by Seller to Buyer until the goods have been received and accepted by the latter. Except as otherwise specified in the Purchase Order or prohibited by law, Seller shall pay any sales, use, excise or other tax which may be imposed upon any of the goods and services ordered hereunder or by reason to their sale or delivery.

4. Warranty. Seller warrants that any goods delivered and services rendered hereunder will/will be: (a) free and clear of any liens or encumbrances; (b) accordingly to Buyer’s specifications, plans or samples; (c) merchantable and fit for the intended use; (d) free from defects in material, design and workmanship; and (e) not infringe or violate any patent, trademark, copyright, or other intellectual property right or property of third parties. Said warranties shall be in addition to any warranties of additional scope given to Buyer by Seller.

5. Inspection, Defective Products and Remedies. Notwithstanding prior payment and/or inspection by Buyer, all shipments of goods and/or all services rendered hereunder shall be subject to inspection and approval of Buyer within a reasonable time after receipt of such goods and/or after such services have been rendered, under the circumstances and characteristics of each one of the products or services. Buyer may reject, in whole or in part, goods shipped or to be shipped and/or services rendered or to be rendered, if Seller fails to comply with any provision of the Purchase Order. In the event of rejection, (i) *in case of goods*, Seller may choose between: either (a) return of a portion of the defective goods by paying for the shipment or, as long as Buyer agrees and will not cause any harm, request Buyer to hold them so the latter may dispose of them, without invalidating the remainder of the Purchase Order; or (b) Buyer may reject the entire shipment of such goods and cancel the Purchase Order for any undelivered balances of goods; (ii) *in the case of services*, (a) Buyer may request the reposition of the defective services and keeping the ones rendered in a correct manner or partially cancel the Purchase Order due to defective services, or (b) in case the totality of the services were rendered in a defective manner, reject the services as a whole and cancel the Purchase Order. Upon rejection, Buyer may purchase like goods and/or obtain like services elsewhere and Seller will be responsible for any loss or damage (either direct or indirect) sustained by Buyer plus all expenses of collecting the same (including attorney's fees and costs). Buyer shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it. Buyer may, at its discretion, at all time deduce or compensate the amounts due or to become due by Seller in a future, upon any amount the Buyer may owe it for any concept. The rights and remedies of Buyer set forth herein shall be cumulative and shall be in addition to all other rights and remedies Buyer may have in law or equity.

6. Termination/Damages. Buyer reserves the right to terminate the Purchase Order or any part thereof without a cause. In the event of such termination, Seller shall immediately stop all work and take all steps to minimize the cost to Buyer. In the event of termination, Seller shall be entitled to recover only its uncompensated actual direct costs incurred prior to the date of termination plus those actual direct costs incurred as a result of Buyer's termination, but in no event shall the total costs exceed the price(s) specified in the purchase order. Upon termination, any goods or inventory paid for by Buyer shall become its property. In no event, whether arising out of termination pursuant to this provision or otherwise, shall Buyer be liable for any indirect, special or consequential damages.

7. Pricing. Seller warrants that the prices for Buyer will be as low as any price established by Seller to any other customer for goods/services of like grade and quality purchased in similar or lesser quantities. Buyer shall receive the benefit of any price reduction or lower prices quoted or charged by Seller for goods/services of like grade and quality sold or quoted in similar or lesser quantities.

8. Indemnity. Seller shall indemnify, defend, and hold Buyer harmless, its employees, agents and customers 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 the failure of the goods or services to conform to any warranty, Seller's failure to comply with its obligations set forth in the purchase order, or any act or omission by Seller, its agents or employees, except when a Claim results from the sole negligence of the Buyer.

9. Compliance with Applicable Laws and Regulations. Seller agrees to comply with all Federal, state and local laws, regulations and orders applicable in the territory of the Mexican United States and shall, upon request, provide Buyer a certificate to such effect. If the Purchase Order is related to a government contract or subcontract, Seller shall comply with such other Federal and state laws, regulations and orders as may be required to comply with said contract or subcontract. Furthermore, Seller does hereby guarantee that, as of the date of shipment and/or delivery, the goods comprising each shipment and/or delivery hereafter made by Seller to, or on the order of Buyer, are on such date not altered or misbranded.

10. Force Majeure. If, by reason of any act of God, labor disruption, lack of facilities, lack of transportation, embargo, riots, act of public enemy, war, national emergency, terrorism, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request, or recommendation of any government agency or authority, or any other cause whatsoever beyond the immediate and direct control of Buyer, Buyer shall be prevented, impaired, delayed or otherwise restricted in talking delivery of any

goods and/or accepting any services hereunder, Buyer may, without liability, by written notice to Seller either (a) cancel the purchase order, in whole or in part, as to any undelivered goods and/or unrendered services or (b) suspend, in, whole or in part, deliveries of goods and/or acceptance of the rendering of services by Seller for the period to the extent of such prevention, impairment, delay, or restriction. Seller assumes an absolute liability for performance hereunder, and shall have no right to claim any excuse for nonperformance by virtue of crop failure or shortage of raw materials, which Buyer and Seller acknowledge are not unforeseen contingencies with respect to the Purchase Order.

11. Confidentiality. All information provided by Buyer, orally or in writing, including specifications, formulas and plans shall be considered confidential and/or proprietary information. Seller shall not disclose or use such information for any purpose other than performance of the purchase order. Seller shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less than the precautions taken to protect its own proprietary and confidential information. Upon Buyer's request, Seller shall return such information to Buyer.

12. Applicable Law/Disputes. The purchase order shall be governed by and construed in accordance with the applicable laws of the 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 México, México City, 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.

13. Insurance. If requested by Buyer, Seller shall provide certificates from insurance companies, satisfactory to Buyer and evidencing that Seller is covered by an insurance of the following kinds in at least the following amounts for at least the period during which work hereunder shall be performed.

<u>Kind of Insurance</u>	<u>Minimum Amount</u>
General Liability	\$1Million Mexican pesos combined single limit per occurrence
Contractual Liability	\$1Million Mexican pesos combined single limit per occurrence
Truck & Automobile Liability	\$1Million Mexican pesos combined single limit per occurrence
Product Liability	\$1Million Mexican pesos
Workers Compensation	As required by law or the estimates which may result from it

Each such policy shall contain a provision or proof that no cancellation or material change in coverage shall be made without giving Buyer at least the ten (10) days prior written notice thereof. Without limiting the generality of the foregoing, such insurance shall fully insure Buyer against all liability imposed by law and all liability assumed hereunder. All liability policies designated above shall name Buyer as an additional insured.

14. Miscellaneous. Whenever the word "including" is used herein, it shall mean "including but not limited to". Seller shall not assign its interest in the purchase order without Buyer's prior written consent. Obligations of Seller hereunder which are intended to survive and continue shall so survive and continue. Any provision of the Purchase Order prohibited by law or otherwise held invalid or unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity; shall be deemed modified to the extent necessary to avoid such invalidity and still conform to the parties' intent hereunder, and shall not invalidate or otherwise render ineffective any other provision of the Purchase Order. Buyer's failure to require strict performance of any provision to Seller of the Purchase Order or failure to enforce any provision of the Purchase Order at any time, shall not be deemed a waiver of such provision, nor shall it affect, limit or waive Buyer's right thereafter to enforce and compel strict compliance with each and every provision of the Purchase Order.