

GENERAL TERMS & CONDITIONS

13th Protein Import AB, version 201901

1. General

These conditions are annexed to the agreement/quote/order form, hereinafter referred to as the agreement, struck between the 13th Protein Import AB, ("13th Protein Import AB"), and in the order form/agreement/quote/specified customer ("Customer") and the customer ("Customer") identified in other separate agreement to buy 13th Protein Import ABs products relating to the production of nutritional supplements. These terms and conditions constitute an integral part thereof.

The agreement enters into force when the customer forwarded the order form or other separate agreement so that mail is passed and it confirmed by the 13th Protein Import AB with a order confirmation. 13th Protein Import AB only accepts written orders.

2. Delivery times and terms of delivery

The delivery time indicated in the quotation or other documents such as order confirmation. The delivery time will take effect after the 13th Protein Import AB has received and accepted all the material. Changes that the client makes the following approved materials may result in delay in delivery. The delivery time is 4-8 weeks excluding transport days of customer's products/order.

Terms of delivery: Free our warehouse, unless otherwise is agreed

Minimum order value: € 2 000 excluding value added tax, or unless otherwise specified in the written quote

Please note that delivery quantities may vary \pm 15%.

All prices are exclusive of VAT and shipping

3. Graphic material and labels

Graphic materials shall be submitted in accordance with the current specifications from 13th Protein Import AB.

The supply of labels is governed by 13th Protein Import AB specifications. If the customer does not supply according to the applicable specifications and costs incurred on all expenses will be invoiced to the customer and the following may result in delay in the delivery of the product.

4. Product liability

13th Protein Import AB conducts production in a workmanlike manner based on existing specifications and recipes that is specified in the quote and agreement and that of the customer supplied material such as labels.

13th Protein Import AB works to keep the customer-specific recipes secret and customer-specific and not share, disclose, and/or disseminate information about existing recipes for customers.

13th Protein Import AB provides in so far as the specific recipes for access of flavourings and/or delivery by third-party external aroma or supplier. 13th Protein Import AB disclaims responsibility concerning delays and delays of raw materials, flavorings and materials.

13th Protein Import AB packaging products in accordance with the applicable GMP and HACCP Standards and the company's standard according to *Chapter 9 Product and Process*, which treats; Foreign materials, packaging materials, weight, allergen control and release under. Document: 9.6.1 Routine for the release of the product and different product.

We attribute all of us wrong concerning the labelling of products such as nutritional value, declarations of content and the like, it is the responsibility of the customer to check the current accepted recipe against the supplier product.

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That error is subject to whether or not the things of the workmanlike are considered call deviation or such as are due to errors in the delivered material.

13th Protein Import AB works according to the procedures and policies that are set for the company for the purchase, manufacture, packaging, traceability and recall.

All orders and products shall be packaged in a workmanlike manner in accordance with the procedures and marked up in accordance with the order details.

5. Intellectual property rights & reproduction

The customer is responsible for that brand and graphic materials do not infringe another party's copyright, trademark or other intellectual property right.

Customer is responsible for:

1. It is the customer's responsibility to be in possession of all necessary rights of 13th Protein Import AB produces for the client on current production. With "everything" means all proprietary or copyright may be relied on. For example, printing the labels and other associated printed matter, images/photographs and texts.
2. If the distribution and dissemination of illegal material in any form yet, and the owner of the content makes us liable, we are entitled to demand compensation from the customer (including suspended starting order) for all resulting damages and costs.

13th Protein Import AB owns the right, without liability to customer, cancel the production, if there are reasonable grounds that it is contrary to what is stated in point 5 on intellectual property and piracy or if 13th Protein Import AB believes there is a risk that the material may offend or general annoyance.

6. Additional charges

13th Protein Import AB reserves the right to charge extra for work that does not comply with specifications and/or if the customer changes the conditions originally agreed in accordance with the applicable quote or order.

7. Complaints

The customer shall, within 7 working days from receiving the delivery, submit in writing a complaint if the supply does not meet the requirements on quality or quantity.

In the event of return to a copy of the packing slip or invoice always accompany.

8. Liability and limitation of liability

13th Protein Import AB is responsible, subject to the restrictions imposed by the agreement, only for damage which occurs because the 13th Protein Import AB caused the injury by wilful or grossly negligent behaviour in relation to the product.

13th Protein Import ABs liability is limited to the premium paid by the customer for the product.

13th Protein Import ABs responsibility does not lost profits or other indirect damage or loss, the customer's potential liability vis-à-vis third parties.

The customer shall not lose his right to appeal make a claim no later than (3) three months after the Customer become aware of the basis for the requirement.

The customer is responsible for all damage caused to 13th Protein Import AB because of the customer's breach of contract or as a result of legally based requirements of 13th Protein Import AB from third parties.

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9. Delivery and transport

Delivery of the goods shall take place in accordance with Incoterms 2010, to the customer's address specified in the agreement/order basis. It is the responsibility of the customer to verify that the 13th Protein Import AB has received the right of delivery address, and other information relevant to delivery so that information on opening hours and/or requirements on the transport requirements (such as tail lift).

It is the customer who is responsible for keeping 13th Protein Import AB up to date on customer's data and thus give the 13th Protein Import AB to deliver to the correct address. It is the customer's responsibility to ensure that the 13th Protein Import AB's agents can come up to the door. If 13th Protein Import AB's of Customer prompted reason unable to deliver the goods to the customer, the customer will be charged for the order as if it had been delivered. All deliveries shall be clearly labelled with customer's name.

13th Protein Import AB requires its suppliers concerning shipments of products and only use suppliers who have certificates concerning quality, environment and health. Delivery before the agreed delivery date or partial delivery order may be made if the customer beforehand in writing given his consent thereto.

10. Payment and price

Payment against invoice. Payment terms are 30 days after customary credit check approved undertaking if not anything else is agreed.

After the due date will be charged interest at 8% per month as well as by law regulated reminder fee and, where appropriate, debt collection fee. 13th Protein Import AB is entitled to in whole or in part a non-payment or delayed payment to cancel the delivery of all products until full payment is received.

All prices that are offered to the customer are excluding VAT and/or any fees, taxes or exporting tolls.

11. Modification of the conditions

These conditions apply until further notice. Conditional amendment shall be notified at least thirty (30) days in advance.

12. Termination

13th Protein Import AB is entitled to terminate the contract with immediate effect if the 13th Protein Import AB is unable to meet its obligations because of external factors which are beyond the 13th Protein Import AB's control, such as the decision of the authorities, changes or the introduction of national or international regulations which make it impossible for the 13th Protein Import AB to continue delivery. In such cases, not 13th Protein Import AB liable for damage of the customer.

13. Force Majeure

13th Protein Import AB is not responsible for delay, non-delivery, etc. due to the circumstance that 13th Protein Import AB not have control, including but not limited to, lightning, bad weather, industrial dispute, war, rebellion or riots, mobilisation or unforeseen military summonses, seizure, currency restrictions, export or import restrictions, earthquake, fire, flood or water damage, theft, General shortages or deficiencies in respect of means of transport, telecommunications, amended legislation or provision of authority or Government intervention and failure or delay of services or products of a subcontractor for reasons here set out, or which they are unable to control. In such case, this shall constitute relief because that involves advancing the date of achievement and relief from liability, and any other penalties.

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Regarding the fulfilment of essential elements is prevented for more than three months due to the above-listed circumstance is the customer entitled to cancel the contract in writing to expire five (5) days after the written notice is received by the 13th Protein Import AB.

14. Governing Law

Dispute concerning the agreement and these general conditions shall be settled by the ordinary courts of law, (Stockholm District Court as the Court of first instance), with Swedish law shall be applicable to the contract. Proceedings against the 13th Protein Ltd. under this agreement must be instituted within forty (40) days after the cause of action arose. 13th Protein Import AB shall be notified in writing by the customer as soon as possible after the cause of action arose where can take place

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