



## General Conditions for Sale and Manufacture (White Label Products, B2B)

### 1 General

- 1.1 These General Conditions ("Conditions") form an integral part of every order confirmation, quotation, or agreement (together the "Agreement") issued by 13:e Protein import AB ("Supplier") to the purchaser ("Customer").
- 1.2 The Agreement enters into force upon Supplier's written Order Confirmation (the "Order Confirmation"). No binding contract exists before such confirmation.
- 1.3 The parties agree that the product must comply with Supplier's written Product Specifications (the "Product Specifications").
- 1.4 Any terms or conditions provided by the Customer that conflict with or deviate from these Conditions shall have no effect unless expressly accepted in writing by the Supplier.
- 1.5 All products are manufactured exclusively for professional resale or use under the Customer's own brand or label, i.e. on a « white label basis ».

### 2 Delivery Times and Terms of Delivery

- 2.1 Unless otherwise stated in the Order Confirmation, delivery shall take place within four (4) to eight (8) weeks from the date of the Order Confirmation.
- 2.2 Delivery dates are indicative. Minor deviations shall not entitle the Customer to cancel or claim damages.

### 3 Minimum Volumes

- 3.1 The minimum order value is EUR 2,000 (two thousand euros), exclusive of VAT.
- 3.2 Orders below this threshold may be accepted at Supplier's discretion and subject to a handling surcharge.

### 4 Product Liability

- 4.1 The Supplier's responsibility is limited to manufacturing the products in accordance with the agreed Product Specifications and applicable food safety regulations.
- 4.2 The Supplier shall not be liable for any damage caused by improper handling, transport, storage, or resale of the products by the Customer or third parties.
- 4.3 The Customer shall indemnify and hold the Supplier harmless from any third-party claims arising from the Customer's branding, marketing, labelling, or resale of the products.

- 4.4 If the Supplier assists in preparing label artwork or texts, all related work remains Supplier's intellectual property until paid for in full.
- 4.5 The Customer shall ensure that all labels, packaging, and claims comply with applicable legislation in the intended market(s).

## 5 Complaints

- 5.1 The Customer shall inspect all deliveries immediately upon receipt.
- 5.2 Any complaint regarding quantity, defects, or non-conformity must be made in writing within seven (7) days of receipt of the goods. After that period, the delivery shall be deemed accepted.
- 5.3 The Supplier's liability for valid complaints is limited to replacement of the defective products or credit of the invoiced amount for the affected goods.

## 6 Graphic Material and Labels

- 6.1 The Customer shall provide all necessary label texts, designs, and artwork in the format and within the timeframe specified by the Supplier.
- 6.2 The Supplier reviews Customer-provided materials for technical compatibility only and assumes no responsibility for the legal, nutritional, or regulatory compliance of the design, wording, or claims appearing on the label.

## 7 Intellectual Property Rights and Reproduction

- 7.1 The Customer acknowledges that the composition of food, food supplements, beverages and similar products frequently consists of standardised combinations of commonly available ingredients. Accordingly, similarity between formulations developed or used for the Customer and formulations used for other customers shall not, in itself, constitute a breach of intellectual property, confidentiality or exclusivity obligations.
- 7.2 All pre-existing intellectual property rights (i.e. copyrights, trademarks, patents, trade names, industrial designs, and other recognized intellectual property rights, whether or not registered, registrable or otherwise protected under applicable law) and other brand-related materials used or provided by the Customer in connection with the Products (collectively, the "Customer IP") shall remain the sole and Customer's property of the Customer. The Supplier shall not use or register any such intellectual property without the Customer's prior written consent and shall ensure that its employees, agents, and subcontractors also comply with these restrictions.
- 7.3 All pre-existing intellectual property rights, (defined in accordance with **Fel! Hittar inte referenskälla.**) and manufacturing processes, methodologies, know-how, formulations, specifications, software, technical documentation, and any other materials or information used or provided by the Supplier in connection with the Products or the performance of this Agreement (collectively, the "Supplier IP") shall remain the sole and exclusive property of the Supplier.

- 7.4 Any formulation, recipe, manufacturing instruction, production parameter, process description or similar technical know-how used by Supplier in connection with the manufacture of the Products ("Supplier Know-How") shall remain the sole property of Supplier. Supplier Know-How is provided to Customer solely to enable manufacture of the Products for Customer and does not transfer any ownership, exclusive rights, or rights to reverse-engineer or reproduce Supplier Know-How.]
- 7.5 No recipe, formulation or mixture manufactured under this Agreement shall be considered "exclusively owned" by Customer unless expressly agreed in writing and accompanied by a premium, exclusivity agreement or development fee covering the costs for developing such exclusivity.
- 7.6 To the extent Customer provides its own specifications, concepts or product briefs, Customer retains ownership of such customer-provided inputs, but Supplier shall not be restricted from using its own know-how, ingredients, formulation approaches, or general industry knowledge in manufacturing products for other customers.

## **8 Liability and Limitation of Liability**

- 8.1 The Supplier's aggregate liability under or in connection with the Agreement shall not exceed the invoiced value of the defective goods giving rise to the claim.
- 8.2 The Supplier shall in no case be liable for loss of profit, business interruption, or any indirect, incidental, or consequential loss or damage.
- 8.3 These limitations apply to all claims, whether based on contract, tort, negligence, or otherwise.

## **9 Delivery and Transport**

- 9.1 Deliveries are made Delivery At Place (DAP) within the European Union and to other destinations Ex Works (ExW) Supplier's facility (Incoterms® 2020), unless otherwise stated in the Order Confirmation.

## **10 Payment and Price**

- 10.1 Prices are exclusive of VAT and valid as stated in the Order Confirmation.
- 10.2 Payment shall be made against invoice within thirty (30) days from the invoice date, unless otherwise agreed.
- 10.3 In case of late payment, interest on arrears shall be charged in accordance with the Swedish Interest Act (räntelagen)—currently the Riksbank reference rate plus eight (8) percentage points.
- 10.4 The Supplier reserves the right to carry out customary credit checks. If the result is unsatisfactory, the Supplier may suspend production or delivery and require full or partial prepayment. The Supplier shall always have a right to require full or partial prepayment if the Customer is located outside of the European Union.
- 10.5 If the Customer changes an order or causes additional work or costs, the Supplier is entitled to charge for all such additional costs unless these result solely from Supplier's fault.

## **11 Modification of the Conditions**

- 11.1 These Conditions apply until further notice. The Supplier may amend them from time to time.
- 11.2 Any amendment shall be communicated in writing at least thirty (30) days before taking effect.
- 11.3 Failure to provide such notice does not affect the validity or enforceability of the previous version of these Conditions, which shall continue to apply until properly replaced.

## **12 Termination**

- 12.1 Either party may terminate the Agreement if the other party materially breaches its obligations and fails to remedy such breach within a reasonable time after written notice.
- 12.2 The Supplier may terminate or suspend performance immediately if circumstances arise beyond its control that make it impossible or unreasonably burdensome to fulfil the order.
- 12.3 Termination does not affect the Supplier's right to payment for goods already produced or delivered.

## **13 Force Majeure**

- 13.1 The Supplier shall not be liable for failure or delay due to circumstances beyond its reasonable control, including but not limited to shortage or delay of raw materials (such as organic juice, wheat, or milk), strikes, transportation or logistics disruptions, fire, natural disasters, epidemics, government actions, or import/export restrictions.
- 13.2 If such event continues for more than sixty (60) days, either party may cancel the affected order without liability, except for payment for goods already produced.

## **14 Retention of Title**

- 14.1 Ownership of the goods shall remain with the Supplier until full payment has been received.
- 14.2 Until title passes, the Customer shall store the goods separately and clearly marked as Supplier's property and shall not pledge or otherwise dispose of them.

## **15 Shelf Life and Storage**

- 15.1 The Supplier guarantees the specified shelf life of the products only if the Customer stores them under the recommended conditions stated by the Supplier.
- 15.2 The Supplier bears no responsibility for deterioration or loss resulting from improper or prolonged storage.

## **16 Confidentiality**

- 16.1 Both parties shall keep confidential all non-public information disclosed in connection with the Agreement.

- 16.2 The Customer specifically undertakes not to disclose Supplier's formulations, pricing, production methods, or other trade secrets to any third party.
- 16.3 This obligation remains in force for five (5) years after the termination or expiry of the Agreement.

## **17 Compliance and Regulatory Responsibility**

- 17.1 The Customer is solely responsible for ensuring that all labelling, packaging, marketing, and resale of the products comply with applicable laws and regulations in the target market(s).
- 17.2 The Supplier's liability is limited to compliance with applicable production and food safety regulations at the place of manufacture.
- 17.3 The Customer is solely responsible for compliance with all laws, regulations, and standards applicable in the market(s) where the Customer markets, distributes, or sells the products, including but not limited to product registration, nutritional claims, language requirements, and consumer protection rules.
- 17.4 The Customer shall indemnify and hold harmless the Supplier for any costs or damages that Supplier may suffer that falls under Customer's responsibility in 17.1 and 17.3.

## **18 Regulatory Approval and Ethical Compliance**

- 18.1 The Supplier reserves the right to reject, suspend, or cancel any order if, in the Supplier's reasonable discretion, the product, its labelling, formulation, or intended marketing appears to be in violation of EU or other applicable laws and regulations, or in conflict with the Supplier's own policies and ethical standards established under such laws and regulations.
- 18.2 The Supplier also reserves the right to withhold production or delivery pending clarification if the Customer's product information, claims, or labelling are ambiguous or potentially non-compliant. Any costs or delays resulting therefrom shall be borne by the Customer.

## **19 Samples and Prototypes**

- 19.1 Samples or prototypes provided by the Supplier are for evaluation purposes only and may differ slightly from mass-produced goods.
- 19.2 Such differences shall not constitute a defect if they remain within normal manufacturing tolerances.

## **20 Subcontracting**

- 20.1 The Supplier may use subcontractors for manufacturing, packaging, or logistics, provided that Supplier remains responsible for compliance with the Agreement.

## **21 Data Protection**

- 21.1 To the extent personal data are processed under the Agreement, the parties shall comply with applicable data protection legislation, including the EU General Data Protection Regulation (GDPR).

## **22 Governing Law**

- 22.1 The Agreement and these Conditions shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict-of-law principles.

## **23 Dispute Resolution**

- 23.1 Any dispute, controversy, or claim arising out of or in connection with the Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce (SCC).
- 23.2 If the amount in dispute is less than EUR 100,000, the SCC's Rules for Expedited Arbitration shall apply.
- 23.3 The seat of arbitration shall be Stockholm, Sweden, and the language shall be English, unless otherwise agreed.