Nutraceuticals Group Europe
General Terms and Conditions of Sale

Version 20260723 — 23rd July 2026. These Conditions replace all previous versions.

These General Terms and Conditions of Sale (the "Conditions") apply to all sales of goods by the following companies (each a "Seller"):

"Nutraceuticals Group Europe Ltd" a company registered in England and Wales with company number 08527972, whose registered office is at The Old Smithy, 7 High Street, Merstham, Surrey, RH1 3BA, United Kingdom ("NGE UK");

"**Nutraceuticals Group Europe Teoranta**" a company registered in Ireland with company number 746181, whose registered office is at Anglesea House, 63 Carysfort Avenue, Blackrock, Dublin, A94 X209, Ireland ("NGE Ireland");

"Nutraceuticals Group Europe GmbH" a company registered in Germany, whose registered office is at Hagener Hauptstrasse 8, 21684 Stade, Germany, registered with the commercial register (Handelsregister) of the Local Court (Amtsgericht) of Tostedt under HRB 207159 ("NGE Germany"); and

"Nutraceuticals Group Europe sp. z o.o." a company registered in Poland, whose registered office is at ul. Warszawska 32A, 05-805 Otrębusy, Poland., entered in the register of entrepreneurs of the National Court Register (KRS) under number [*TBC*], NIP [*TBC*] ("NGE Poland").

The Seller in respect of any particular Agreement is the entity named on the relevant order confirmation or, in the absence of an order confirmation, the entity that issues the invoice for the Goods.

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1. Definitions and Interpretation

1.1 In these Conditions the following terms have the following meanings, unless the context requires otherwise:

"Agreement" the contract between the Seller and the Buyer for the sale and purchase of Goods, incorporating these Conditions.

"Buyer" the person, firm or company that purchases Goods from the Seller, acting in the course of a business, trade or profession.

"Goods" the products (including nutritional ingredients, raw materials and related items) to be supplied by the Seller under the Agreement.

"Incoterms" the Incoterms® 2020 rules published by the International Chamber of Commerce, or any successor edition in force at the date the Agreement is concluded.

"Seller" the Nutraceuticals Group entity identified above as the contracting party for the relevant Agreement.

"Specification" any product specification, Certificate of Analysis (CoA) or technical data sheet for the Goods issued or expressly confirmed in writing by the Seller.

1.2 References to “in writing” include email. Headings are for convenience only and do not affect interpretation.

1.3 These Conditions apply only to business-to-business transactions. The Seller does not sell to consumers.

2. Application of these Conditions

2.1 These Conditions apply to every offer, quotation, order confirmation and Agreement between the Seller and the Buyer, to the exclusion of all other terms, including any terms which the Buyer purports to apply under any purchase order, confirmation of order or other document.

2.2 The Buyer's terms and conditions apply only if, and to the extent that, the Seller has expressly accepted them in writing. Performance of the Agreement by the Seller does not constitute acceptance of the Buyer's terms.

2.3 If any provision of these Conditions is held invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be replaced by a valid provision that reflects, as closely as possible, its purpose and effect.

2.4 Any variation of these Conditions or of an Agreement is effective only if agreed in writing by an authorised representative of the Seller.

3. Quotations, Offers and Formation of Contract

3.1 Quotations and offers made by the Seller are non-binding and, unless otherwise stated, valid for thirty (30) days from their date.

3.2 An Agreement is formed only when the Seller confirms the Buyer's order in writing, or begins performance of the order, whichever occurs first.

3.3 If the Buyer's acceptance deviates from the Seller's quotation in any respect (including on secondary points), no Agreement is formed on the deviating terms unless the Seller expressly confirms otherwise in writing.

3.4 Quotations and prices do not automatically apply to repeat or follow-up orders.

4. Prices

4.1 Prices are exclusive of VAT and all other applicable taxes, duties and government levies, and exclusive of shipping, insurance, packaging and administration costs, unless expressly stated otherwise.

4.2 The Seller may increase an agreed price if it can demonstrate that, between the date of the quotation and the date of performance, significant cost increases have occurred outside its control, including in raw materials, semi-finished products, energy, freight, packaging, wages or exchange rates.

4.3 If a price increase under Condition 4.2 exceeds ten per cent (10%) of the agreed price, the Buyer may terminate the affected Agreement by written notice within five (5) working days of being notified of the increase, unless the increase results from a change requested by the Buyer or is required by law or by a competent authority.

5. Payment

5.1 Unless otherwise agreed in writing, payment is due within thirty (30) days of the invoice date, in the currency stated on the invoice and by the method indicated by the Seller. Any dispute regarding an invoice does not suspend the Buyer's payment obligation in respect of the undisputed part.

5.2 If payment is not made by the due date, the Buyer is in default without any further notice being required. From the due date until payment in full, interest accrues on the outstanding amount at the rate of one and a half per cent (1.5%) per month or, if higher, the applicable statutory rate for late payment in commercial transactions (in the United Kingdom, the rate under the Late Payment of Commercial Debts (Interest) Act 1998; in Ireland, the rate under the European Communities (Late Payment in Commercial Transactions) Regulations 2012; in Germany and Poland, the statutory rate for commercial transactions under applicable law). The Buyer shall also pay the Seller's reasonable costs of recovery, including extrajudicial collection costs and reasonable legal and enforcement costs.

5.3 All claims of the Seller against the Buyer become immediately due and payable if the Buyer becomes insolvent, enters administration, liquidation or winding-up, is declared bankrupt, has a receiver or similar officer appointed, is subject to attachment or enforcement measures, or is granted a suspension of payments (or any analogous event occurs in any jurisdiction).

5.4 The Buyer shall not withhold, set off or deduct any amount from sums due to the Seller, except to the extent required by mandatory applicable law. The Seller may set off any amount it owes to the Buyer against any amount the Buyer owes to the Seller under any Agreement.

5.5 The Seller may set, vary or withdraw credit limits and credit terms at any time. If the Buyer exceeds its credit limit, fails to pay any amount when due, or if the Seller reasonably considers that the Buyer's creditworthiness or financial position has deteriorated, the Seller may require payment in advance, cash on delivery, or adequate security for payment as a condition of further deliveries, and may suspend deliveries under any Agreement until such payment or security is provided.

6. Delivery and Risk

6.1 Delivery shall be made in accordance with the agreed Incoterm. Where a trade term is agreed, the Incoterms edition in force at the date the Agreement is concluded applies (currently Incoterms® 2020).

6.2 Delivery dates and periods quoted by the Seller are estimates only and time is not of the essence. Exceeding a delivery date does not entitle the Buyer to terminate the Agreement or to damages, unless expressly agreed otherwise in writing. If a delivery period is exceeded, the Buyer must first give the Seller written notice of default and a reasonable further period to deliver. If the Seller requires information or instructions from the Buyer in order to deliver, the delivery period does not commence until the Buyer has provided them.

6.3 Risk of loss of or damage to the Goods passes to the Buyer in accordance with the agreed Incoterm or, in the absence of an agreed Incoterm, at the moment the Goods are actually or legally delivered to the Buyer and thereby come within the control of the Buyer or of third parties designated by the Buyer.

6.4 The Seller may deliver the Goods in instalments, unless otherwise agreed in writing or unless a partial delivery has no independent value, and may invoice each instalment separately.

6.5 If the Buyer refuses or fails to take delivery, or fails to provide information or instructions necessary for delivery, the Seller may store the Goods at the Buyer's risk and expense. If the Buyer has still not taken delivery within ten (10) working days of written notice that the Goods are ready, the Seller may resell or otherwise dispose of the Goods and charge the Buyer for any shortfall below the agreed price and for the costs of storage and disposal.

6.6 The Seller may deliver up to five per cent (5%) more or less than the quantity of Goods ordered, and the Buyer shall not be entitled to reject the Goods on that ground. A pro rata adjustment shall be made to the invoice on notification by the Buyer of the actual quantity delivered.

7. Inspection and Claims

7.1 The Buyer shall inspect the Goods (or have them inspected) upon delivery, and in any event as soon as reasonably possible, to verify that their quality and quantity conform to the Agreement.

7.2 Visible defects, damage or shortages must be noted with the carrier upon delivery and reported to the Seller in writing within five (5) working days of delivery. Defects that are not visible must be reported to the Seller in writing within fourteen (14) days of their discovery, and in any event no later than six (6) months after delivery.

7.3 Failure to notify the Seller within the periods in Condition 7.2 constitutes acceptance of the Goods, to the maximum extent permitted by applicable law. A claim made in due time does not release the Buyer from its obligation to take delivery of and pay for the Goods.

7.4 No claims shall be accepted in respect of Goods that have been processed, blended, mixed, repacked, incorporated into other products or otherwise used by or on behalf of the Buyer. Any such processing or use of the Goods constitutes unconditional acceptance of the Goods as conforming to the Agreement, to the maximum extent permitted by applicable law.

7.5 Goods may only be returned with the Seller's prior written consent and in accordance with the Seller's return instructions.

7.6 Minor deviations in colour, taste, odour, particle size or other characteristics that are customary in the trade for natural raw materials, and assay or activity variation within normal analytical tolerance, do not constitute a defect provided the Goods remain within the agreed Specification.

7.7 In the event of any actual or suspected defect, contamination or safety issue arising in connection with the Goods, the Buyer shall grant the Seller reasonable access to its premises to investigate, shall provide reasonable cooperation and relevant records, and, where the Goods have been sold on, shall procure equivalent access and cooperation from its customer.

8. Quality, Specification and Samples

8.1 The quality and characteristics of the Goods are determined solely by the agreed Specification and the Certificate of Analysis for the relevant batch. Statements in brochures, websites, marketing materials or general product literature are indicative only and do not form part of the Agreement.

8.2 Samples and models are provided by way of indication only. The Goods are not required to conform to a sample or model unless the parties have expressly agreed in writing that they will.

8.3 The Seller gives no warranty that the Goods are fit for any particular purpose, application or formulation of the Buyer, or that the Goods will achieve any particular result in the Buyer's formulation or finished product, unless expressly confirmed in writing by the Seller.

9. Buyer's Regulatory Responsibility and Information

9.1 The Buyer is solely responsible for verifying that the Goods, and any finished products manufactured using them, comply with all laws, regulations and standards applicable in the country or countries in which the Buyer stores, processes, markets or sells them, including (as applicable) food, food supplement, novel food, feed, labelling, health claims, maximum residue level and import requirements in the United Kingdom, the European Union and any other relevant jurisdiction. The Seller accepts no liability for the regulatory status or marketability of the Buyer's finished products.

9.2 The Buyer shall handle, store, process, label and market the Goods in accordance with good manufacturing practice, the applicable Specification, any storage and handling instructions provided by the Seller, and all applicable laws.

9.3 The Buyer shall indemnify the Seller against all third-party claims, and all resulting losses, costs and expenses, arising from the Buyer's use, processing, labelling, marketing or resale of the Goods, except to the extent caused by the Seller's failure to supply Goods conforming to the Specification.

9.4 The Buyer shall ensure that all safety, handling, storage and allergen information provided by the Seller in respect of the Goods is brought to the attention of its employees and of any third party to whom the Goods are supplied, and shall impose an equivalent obligation on such third parties.

9.5 The Buyer shall notify the Seller in writing, at or before the time of ordering, if any Goods are intended for use in the manufacture of pharmaceutical, veterinary or other medicinal products. In the absence of such notification, the Goods are supplied strictly for food, food supplement or feed applications, and the Seller accepts no liability arising from any medicinal use.

9.6 The Buyer shall provide the Seller in good time with all information the Seller reasonably requires to perform the Agreement. The Seller is not liable for damage caused by its reliance on incorrect or incomplete information provided by the Buyer, unless the Seller was aware of the incorrectness or incompleteness. If required information is not provided in time, the Seller may suspend performance and charge the reasonable additional costs of the delay.

10. Retention of Title

10.1 Title to the Goods remains with the Seller until the Buyer has paid in full all sums owing to the Seller under all Agreements, including interest and costs.

10.2 Until title passes, the Buyer shall store the Goods in such a way that they are identifiable as the Seller's property, shall not pledge, charge or otherwise encumber them, and shall insure them against fire, explosion, water damage and theft, providing evidence of such insurance on first request.

10.3 The Buyer may sell or process Goods subject to retention of title only in the ordinary course of its business, and shall not use them as a means of payment. If third parties seize Goods subject to retention of title, or seek to establish or assert rights over them, the Buyer shall inform the Seller as soon as reasonably possible.

10.4 Where the Seller is NGE Germany, the following extended retention of title additionally applies to the extent permitted by German law: (a) any processing, mixing or transformation of the Goods by the Buyer is carried out on the Seller's behalf, and the Seller acquires co-ownership of the new product in proportion to the invoice value of the Goods; and (b) the Buyer hereby assigns to the Seller, by way of security, all claims arising from the resale of the Goods (or of products incorporating them) up to the invoice value of the Goods, and the Seller accepts such assignment. The Buyer remains authorised to collect such claims in the ordinary course of business for as long as it is not in default.

10.5 If the Seller exercises its rights of retention of title, the Buyer grants the Seller, and any third party appointed by the Seller, irrevocable permission to access all sites and locations where the Seller's property may be located and to repossess the Goods. Exercise of retention of title does not of itself constitute termination of the Agreement, except where mandatory applicable law provides otherwise.

11. Warranty and Remedies

11.1 The Seller warrants that at the time of delivery the Goods conform to the agreed Specification.

11.2 Where the Seller manufactures a blend, premix or custom formulation, the Seller's obligation is limited to ensuring that the Goods conform to the Specification and the Certificate of Analysis issued for that specific batch. The Seller does not warrant the performance, stability or organoleptic characteristics of the blend in the Buyer's finished product or manufacturing process.

11.3 Where the Goods are manufactured by a third party, the Seller shall, to the extent it is able, pass on to the Buyer the benefit of any warranty given by the manufacturer or upstream supplier, and the Seller's own warranty obligations shall not exceed those given to the Seller by that manufacturer or supplier.

11.4 In the event of a justified claim notified in accordance with Condition 7, the Seller's sole obligation is, at its option, to replace the non-conforming Goods, deliver the missing quantity, or credit the invoice value of the non-conforming Goods. To the maximum extent permitted by applicable law, these are the Buyer's sole and exclusive remedies for non-conforming Goods.

11.5 The warranty does not apply to defects arising from improper storage, handling, processing or use of the Goods after risk has passed to the Buyer, nor to variation permitted under Condition 7.6, nor to Goods used after their stated shelf life or retest date.

12. Liability

12.1 Nothing in these Conditions excludes or limits the Seller's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; (d) liability under applicable mandatory product liability law; or (e) any other liability that cannot be excluded or limited under applicable law.

12.2 Subject to Condition 12.1, the Seller's total aggregate liability arising out of or in connection with an Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the invoice value of the Goods (or the part of the Goods) giving rise to the claim.

12.3 Subject to Condition 12.1, the Seller shall not be liable for any indirect or consequential loss, loss of profit, loss of revenue, loss of production, loss of anticipated savings, loss of goodwill, product recall costs, or loss arising from business interruption or stagnation.

12.4 Where German law applies to the Agreement, the following applies in place of any inconsistent provision of this Condition 12: in the event of a slightly negligent breach of a material contractual obligation (Kardinalpflicht) — being an obligation whose fulfilment is essential to the proper performance of the Agreement and on whose fulfilment the Buyer regularly relies — the Seller's liability is limited to the foreseeable damage typical for this type of contract; liability for slightly negligent breach of non-material obligations is excluded.

12.5 The Buyer shall indemnify the Seller against claims by third parties who suffer damage in connection with the performance of the Agreement where the cause is attributable to the Buyer.

12.6 Subject to Condition 12.1, and to the maximum extent permitted by applicable law, any claim by the Buyer arising out of or in connection with an Agreement shall be barred unless legal proceedings are commenced within twelve (12) months of the date of delivery of the Goods concerned or, in the case of non-delivery, the scheduled date of delivery.

13. Force Majeure

13.1 Neither party is liable for failure or delay in performing its obligations (other than an obligation to pay money) caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, pandemic, epidemic, government action, sanctions, export or import restrictions, strikes and industrial action (including at the Seller's own business), shortages or unavailability of raw materials, packaging or energy, transport disruption, failure or delay of suppliers, and cyber incidents.

13.2 For the duration of the force majeure, each party may suspend performance of the affected obligations. If the force majeure continues for more than sixty (60) days, either party may terminate the affected Agreement by written notice without liability to the other.

13.3 If, at the commencement of the force majeure, the Seller has already partly performed, or is able to perform in part, and independent value can be attributed to that part, the Seller may invoice that part separately and the Buyer shall pay that invoice as if it related to a separate agreement.

14. Suspension and Termination

14.1 The Seller may suspend performance of its obligations, or terminate the Agreement in whole or in part with immediate effect by written notice, if: (a) the Buyer fails to perform any of its obligations under the Agreement; (b) circumstances arise giving good grounds to fear that the Buyer will not perform its obligations, or that make continued performance of the Agreement unreasonable for the Seller; or (c) the Buyer, having been asked to provide security for the performance of its obligations, fails to provide adequate security.

14.2 On termination, all sums owed by the Buyer become immediately due and payable. If the Seller suspends performance, it retains all of its rights under the Agreement and applicable law, and always retains the right to claim damages.

14.3 If the Seller has made goods, equipment or materials available to the Buyer in connection with the performance of the Agreement, the Buyer shall return them within fourteen (14) days of first request, in their original condition, free of defects and complete, failing which the Seller may recover the resulting damage and costs, including replacement costs, from the Buyer.

15. Confidentiality and Intellectual Property

15.1 Each party shall keep confidential all confidential information received from the other party within the scope of the Agreement, including prices, specifications, formulations and customer and supplier information. Information is confidential if it has been designated as such or if its confidential character follows from its nature.

15.2 If a statutory provision or judicial decision requires a party to disclose confidential information, and that party cannot invoke a right to refuse disclosure, it shall not be liable in damages for that disclosure, and the other party shall not be entitled to terminate the Agreement on that ground.

15.3 All intellectual property rights in specifications, formulations, designs, drawings, software, documents, know-how and other materials produced or provided by the Seller remain the Seller's property, whether or not handed over to the Buyer. They are for the Buyer's exclusive use in connection with the Agreement and may not be reproduced, published or disclosed to third parties without the Seller's prior written consent.

15.4 The Buyer shall indemnify the Seller against third-party claims concerning intellectual property rights in materials or data provided by the Buyer and used in the performance of the Agreement. Where the Buyer provides electronic files or software, the Buyer warrants that they are free of viruses and defects.

16. Non-Solicitation of Personnel

16.1 During the term of the Agreement and for one (1) year after its termination, the Buyer shall not, directly or indirectly, hire or otherwise engage staff of the Seller, or of enterprises engaged by the Seller in the performance of the Agreement, who are or were involved in that performance, without prior proper business-like consultation with the Seller, all in accordance with standards of reasonableness and fairness.

17. Trade Compliance and Anti-Bribery

17.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the UK Bribery Act 2010 and the Irish Criminal Justice (Corruption Offences) Act 2018, and with all applicable export

control, customs and economic sanctions laws and regulations of the United Kingdom, the European Union, the United Nations and, where applicable, the United States.

17.2 The Buyer warrants that it is not, and is not owned or controlled by, a person subject to applicable sanctions, and that it shall not sell, export or re-export the Goods, directly or indirectly, to any sanctioned person, entity or territory, or for any prohibited end use. The Seller may suspend or terminate the Agreement with immediate effect, without liability, if performance would breach, or the Seller reasonably believes it would breach, any such laws.

17.3 Each party shall comply with the UK Modern Slavery Act 2015 (where applicable) and all other applicable anti-slavery and human trafficking laws. The Buyer warrants that neither it nor, so far as it is aware, any part of its supply chain engages in slavery, servitude, forced labour or human trafficking, and shall notify the Seller immediately if it becomes aware of any actual or suspected breach of this Condition.

18. Data Protection

18.1 Each party shall comply with applicable data protection legislation, including (as applicable) the UK GDPR and the UK Data Protection Act 2018, Regulation (EU) 2016/679 (GDPR) and the Irish Data Protection Act 2018, in respect of personal data processed in connection with the Agreement. The Seller processes personal data in accordance with its Privacy Policy, available at www.nutraceuticalsgroup.com.

19. General

19.1 The Buyer may not assign or transfer any of its rights or obligations under the Agreement without the Seller's prior written consent. The Seller may assign or transfer the Agreement, in whole or in part, to any member of its group.

19.2 A person who is not a party to the Agreement has no right to enforce any of its terms (in the United Kingdom, including under the Contracts (Rights of Third Parties) Act 1999), except that any Nutraceuticals Group company may rely on the protections given to the Seller under these Conditions.

19.3 No failure or delay by the Seller in exercising any right or remedy constitutes a waiver of it.

19.4 The Agreement, comprising these Conditions, the order confirmation and the applicable Specification, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions and understandings, without prejudice to liability for fraudulent misrepresentation.

20. Governing Law and Jurisdiction

20.1 The Agreement and these Conditions, and any non-contractual obligations arising out of or in connection with them, are governed by: (a) the laws of England and Wales, where the Seller is NGE UK; (b) the laws of Ireland, where the Seller is NGE Ireland; (c) the laws of Germany, where the Seller is NGE Germany; and (d) the laws of Poland, where the Seller is NGE Poland.

20.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) is expressly excluded.

20.3 The courts of the place where the relevant Seller has its registered office shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement, provided that the Seller may also bring proceedings before any other court of competent jurisdiction. The parties shall refer a dispute to the courts only after having made reasonable efforts to resolve it by mutual consultation.

If you require a hard copy of these Conditions, or a version in another language, please contact us at sales@nutraceuticalsgroup.com. In the event of any discrepancy between the English version and a translation, the English version prevails.