

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### Art.1 – SCOPE

1.1. These general terms of purchase apply to all professional suppliers (hereinafter referred to as “Supplier”) and for all goods (hereinafter referred to as “Products”) purchased by HOLYSTIS CO., LIMITED, a company incorporated under the laws of Hong-Kong, registered under number 0798072, with registered office at Unit C 8/F King Palace Plaza, 55 King Yip Street, Kwun Tong, Kowloon, Honk-Kong and/or its subsidiary SETHIC (GUANGZHOU) TRADING CO., LTD, a company incorporated under the laws of the People’s Republic of China, registered under number 91440101797358981N, with registered office at R&F Center 3904, 10 Huaxia Road, 510060 Guangzhou, China (hereinafter collectively referred to as “SETHIC”), from the Supplier.

1.2. These general conditions of purchase may be completed if necessary by a confidentiality and non-disclosure agreement, a supply agreement, any specifications and any other document signed by SETHIC and the Supplier (hereafter referred to as “Special Conditions”). In the event of a discrepancy or contradiction between these general purchase conditions and the Special Conditions, the latter shall prevail.

1.3. These general conditions of purchase shall be communicated to any Supplier who so requests. It appears on SETHIC’s website and purchase order.

1.4. SETHIC reserves the right to modify these general conditions of purchase at any time. These modifications will come into effect ten working days after their notification to the Supplier, for all orders placed after the said notification.

1.5. Absence of reaction from SETHIC in the event of breach by the Supplier of one or several clauses of these general terms of purchase cannot be deemed to be a waiver by SETHIC of its right to enforce them.

1.6. In the event of one of the clauses of these general terms of purchase should be declared invalid or in breach of regulations in force, the validity of all other clauses of these general terms of purchase shall not be affected thereby.

### Art.2 – COMPLIANCE WITH REGULATIONS

2.1. The Supplier declares that the Products comply with applicable laws and regulations, notably as regards specifications, composition, presentation and labelling of Products, health and safety measures and environment protection.

2.2. The Supplier acknowledges that the continued availability of the Products, the stability of their qualities and their compliance with regulations are decisive for the activities of SETHIC within the personal care, oral care, nutrition industries, particularly in view of the technical and commercial investments required to incorporate the Products into finished products, to market them and to develop sales to end consumers.

### Art.3 – ORDERS

3.1. Upon receipt of an order, the Supplier must send its acceptance or its refusal by return to SETHIC and make the delivery within the specifications and time specified on the purchase order of SETHIC. In the absence of a reply within the next two business days, an order shall be deemed accepted in all these parameters.

3.2. The order accepted by the Supplier constitutes a firm and definitive commitment on his part and implies his adherence to the present general conditions of purchase, and to the Special Conditions if applicable, unless they have been the subject of written reservations formally accepted by SETHIC.

By accepting the order, the Supplier declares that he has full knowledge and understanding of the present general purchase conditions and acknowledges having accepted them, after having discussed them and having been able to negotiate them in good faith with SETHIC, in particular with regard to his own general sales conditions, with a view to preserving the balance of commercial relations between the parties.

3.3. Any modification by the Supplier of the quantities of Products stipulated on SETHIC’s purchase order must be approved in writing by SETHIC. In the absence of such written consent, any modification of quantities by the Supplier compared with the initial order can justify the cancellation of the order and/or the refusal to accept delivery by SETHIC.

3.4. The order number must be mentioned on all delivery or shipping documents that must always be with the Product, and if they are missing, the latter can be refused upon its arrival.

3.5. Any order may be cancelled by SETHIC in the event of non-compliant Products.

### Art.4 - PRICES AND INVOICING

4.1. Prices are those agreed between the Supplier and SETHIC as shown in particular on the purchase order. These are prices excluding taxes, firm and non-revisable, which include packaging costs as well as any other cost, risk or charge associated with the completion of the order.

4.2. Invoices sent to SETHIC must imperatively include the purchase order number, description of the Products, and references of the delivery as well as any other statements stipulated by applicable law.

4.3. Invoices shall be settled by SETHIC as per the payment conditions agreed and provided the certificate of analysis of the Products is sent to SETHIC.

### Art.5 – DELIVERY

5.1. Products are delivered in accordance with FCA Incoterms 2020 ICC as detailed in the purchase order. Before delivering any Product, the Supplier shall draw up and send to SETHIC the relevant certificate of analysis (COA), a proforma invoice, the packing list and delivery note, the relevant certificate of origin and/or CITES certificate (when required), as well as any relevant documents required for export, indicating the stages of quality control and checks carried out on the Products and certifying that the Products comply with the purchase order.

In the event that any of the information contained in the certificate of analysis does not correspond to the terms and conditions of the purchase order, SETHIC may refuse delivery of the Products. Delivery of the Products can also be refused when the Product is non-compliant or if the condition of the packaging, the pallet or the container is defective.

5.2. Delivery deadlines set forth by SETHIC on the order form reflect the general agreement between SETHIC and the supplier; they cannot be modified without its express consent. Given SETHIC’s marketing schedule, the Supplier acknowledges that any delay in the delivery of the Products will result in a loss of turnover for SETHIC and a deterioration of its brand image with its customers.

5.3. Since the delivery time is binding, in the event of incomplete or late delivery, SETHIC reserves its right to cancel the remaining quantities to be delivered after the stipulated delivery time, without prejudice to any late penalty and without any need to have notice served. Late penalties shall be negotiated on a case-by-case basis, on the value of the part delivered late excluding tax, per business day’s delay, compared with the initially agreed delivery date, as from the 1<sup>st</sup> business day’s delay.

In the event the order should not be cancelled, SETHIC reserves the right to claim damages and to require that the Products should be shipped by the quickest means, at the Supplier’s expense.

5.4. Should the loading of the Products by the carrier appointed by SETHIC be delayed or prevented for any reason whatsoever, the Supplier undertakes to store and preserve the Products in the manner and with the measures necessary to preserve their quality and to maintain the Supplier’s warranties hereunder.

5.5. The total net weight of the Products delivered must be at least 100% of the quantity of Products invoiced. There is no net weight tolerance granted to the Supplier.

In this respect, any transport document must indicate the total net weight of the Products, the number of items (objects, boxes, crates, or more generally parcels) loaded on pallets and/or on any other support and/or in any unit load.

5.6. The Products must be delivered with a remaining shelf life of at least 70%. It is specified that the shelf life must be written in full (year/month/day) on the documents and labels of the Products, in accordance with Chinese regulations. In case the Products to be delivered have a remaining shelf life lower than 70% of the total shelf life, the Supplier will inform SETHIC in advance and obtain SETHIC written authorization for the delivery.

5.7. All Products supplied must be in packaging in accordance with the specifications, and bear any other information reasonably requested in writing by SETHIC and agreed by the Supplier. The Products must be correctly and sufficiently packed by the Supplier who shall be liable for breakages, shortages and damages arising from insufficient packaging. SETHIC may refuse the Products if the state of the packaging, the pallet or the container is defective, and if the total net weight of the Products delivered exceeds the permitted tolerance.

5.8. A detailed packing list including SETHIC’s order number must be drawn up in triplicate (one copy attached to the product being shipped, one copy sent by mail to SETHIC and one copy remitted to the shipper) for any shipment of Products.

### ART.6 – DOCUMENTATION

6.1. The Supplier shall provide all general information on the Products, their characteristics, their composition and all technical documentation, including but not limited to an example of Certificate of Analysis (COA), method of analysis for commercial specifications and others specifications if available, safety data sheet (MSDS), production sheet, regulatory record, in-vitro and in-vivo tests data if any, toxicology and safety data, any certification and any data sheets, questionnaires and other documents submitted to the certification bodies in relation to the Products, as well as reports and/or terms of approval obtained following certification

6.2. The Supplier expressly acknowledges that some of the information contained in this documentation is intended for distribution, resale and processing of the Products and that it is intended to be used not only by SETHIC but also by its customers. Consequently, this documentation shall in no case be considered in whole or in part as confidential.

### Art.7 – COMPLIANCE

7.1. Products delivered by the Supplier must be of impeccable quality and presentation, adapted to the use for which they are sold, exempt from any defect, comply in all points with the order, with applicable local regulations and standards, both as regards quality, safety and consumer protection, composition and labelling. Any discrepancy with such requirements applicable to the Product shall be an event of non-compliance.

7.2. In the event of non-compliance recorded by SETHIC either upon delivery of the Products or upon opening the packages, penalties shall be incurred by the Supplier. The amount of such penalties shall be negotiated on a case-by-case basis on the value, excluding taxes, of that part of the delivery which is non-compliant. These penalties are without prejudice to consequences, notably damages claimed in relation to claims that might be made against SETHIC because of this non-compliance of Products.

7.3. In the event of non-compliance and within one month from the date the Products are received, SETHIC shall have the choice between either cancelling the order after having informed the Supplier thereof or of obtaining at the Supplier’s expense, immediate replacement of non-compliant Products by identical Products or of better quality under the same price conditions and within eight days from the date the claim is received.

7.4. Non-compliant Products refused by SETHIC shall be kept in the condition they are in, at the disposal of the Supplier, who shall recover them at its risk and expense from the premises of SETHIC or any other location stipulated by SETHIC, within fifteen days from the date notice is sent by SETHIC. Beyond this period, non-compliant Products shall be destroyed at the Supplier’s expense.

### Art.8 – QUALITY AND TRACEABILITY

8.1. The Supplier shall deliver Products that comply with the expectations and specifications agreed with SETHIC. The Supplier undertakes to communicate to SETHIC as soon as it becomes aware thereof, of any information that may have an impact on the specifications of the Products, any matters related to the production and/or the export of the Products in the territory where they are produced and the registration or marketing of the Products on a specific geographical market.

8.2. The Supplier shall as soon as possible notify SETHIC in writing of any forthcoming change in the qualities or features of the Products, including of all or part of their specifications and/or packaging, in the Supplier’s catalogue, whether consisting of the release of new product or of the replacement of any existing product, or a change of product.

8.3. If the Supplier wants to make a change in the specifications of a Product, it must be agreed in written by SETHIC. Such a change shall not take effect less than six months after said notice, unless SETHIC expressly agrees to the contrary. And no modification of the composition of the Products is authorised without at least six months’ notice sent to SETHIC with acknowledgement of receipt.

8.4. The Supplier declares that it is capable of finding within a reasonable time all of the data of its manufacturing process (including raw materials) of the Product. The Supplier shall notify SETHIC as soon as it has any doubt about the quality of a batch delivered. The batch number and the order number are essential items of information for any communication about the traceability of Products.

### Art.9 – LIABILITY AND INSURANCE

9.1. The Supplier is held liable for and shall assume all direct and indirect financial consequences resulting from any damage of any kind, whether direct or indirect, that the Products might cause to people or property, as well as for the withdrawal of Products for any reason whatsoever, providing that the Supplier’s Products responsibility is proven.

9.2. The Supplier must certify that it has taken out an insurance policy with a solvent insurance company covering all financial consequences of its civil and/or professional liability due to the Products delivered to SETHIC, and this in sufficient amounts. At any time, SETHIC shall be entitled to require that the Supplier provide an insurance certificate specifying the risks and the guaranteed amounts.

9.3. The Supplier acknowledges having read and accepted SETHIC SA8000 policy and Code of Conduct for Authorized Economic Operator

### ART.10 – CONFIDENTIALITY

10.1. Business secrets, any technical, scientific, economic, commercial, legal, financial information of one or the other party disclosed in connection with a purchase order are all considered as confidential information. Each and both parties shall respect the confidentiality of this exchanged information and shall not disclose it or provide it to third parties without having obtained the prior written consent of the other party.

10.2. Each and both parties shall comply with the obligations resulting from this confidentiality clause throughout the duration of their relationships and as long as such confidential information has not lawfully fallen into the public domain.

10.3. Upon written request of either party, the other party shall either return any document containing confidential information or destroy it and provide a certificate of destruction. In no event can a copy of these documents be kept.

### ART.11 – INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1. The Supplier guarantees that the Products are not the subject of any claims by third parties, in particular on the basis of prior industrial or artistic property rights (patents, trademarks, designs and models) and that the photographs of the Products may be reproduced on all media, including the Internet, unless otherwise decided by registered letter with acknowledgement of receipt.

11.2. No right is transferred or granted to the Supplier on the elements delivered by SETHIC in performance of these general terms of purchase apart from the right of use granted to the Supplier for the sole purposes and for the sole period of performance of its services by the Supplier. Any other use is subject to the prior written authorization of SETHIC.

### ART.12 – PERSONAL DATA

12.1. In the context of relationships between SETHIC and the Supplier for the purchase of Products, each of the parties is required to process personal data relating to the employees or legal representatives of the other party (in particular technical and commercial contacts) in accordance with the provisions of the French “Informatique et Libertés” law n°78-17 of 6 January 1978 as amended, by the provisions of the EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and, where applicable, by the provisions of the Personal Information Protection Law of 20 August 2020, which the parties undertake to comply with and to ensure compliance with by their employees/collaborators.

12.2. SETHIC and the Supplier act as data controllers of their personal data with regard to the other party. The processing of such personal data is based on the execution of the contractual relationship for the purposes of communication between the teams and monitoring the execution of this relationship and until the end of the contractual relationship. The recipients of this data are the persons called upon to process this data within the framework of their respective functions within each of the parties, as well as any service providers involved in the performance of their contractual obligations. This data may also be transmitted to the internal departments in charge of accounting or disputes monitoring. This personal data is kept for the duration of this relationship and the duration of the applicable legal prescription.

12.3. The employees involved in the performance of the contractual relationship and the legal representatives of each of the parties have a right of access, rectification, deletion, limitation, portability, opposition to the processing of their data, and the right to define directives relating to the fate of their data after their death, which they may exercise either at the registered office of the other party or with their data protection officer when one is appointed. They also have the right to lodge a complaint with the competent supervisory authority.

12.4. If the Supplier has to process personal data on behalf of SETHIC in the context of the supply of Products, a specific agreement shall be entered into with SETHIC for the management of such processing in compliance with applicable regulations on the protection of personal data. In any event, the Supplier agrees that it shall comply with its obligations concerning the processing of personal data and any prescriptions applicable to its business issued by any supervisory authority.

### ART.13 – SUB-CONTRACTING

13.1. The Supplier shall inform SETHIC in the event of any sub-contracting, and it should be noted that the Supplier remains responsible for the full completion of the order.

13.2. The Supplier guarantees to SETHIC that its sub-contractors shall comply with all of these general terms of purchase and shall be solely liable for the acts of its sub-contractors. It shall directly settle any possible dispute with sub-contractors without getting SETHIC involved and shall guarantee SETHIC against any direct action of sub-contractors against it.

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### ART.14 – CANCELLATION

Any breach by the Supplier of any commitment whatsoever made under these general terms of purchase can entail, without any formality other than notification sent by SETHIC by recorded delivery mail, the immediate and automatic cancellation of the purchase order, without prejudice to any possible right to compensation.

### ART.15 – NO PARTNERSHIP

Nothing in these general conditions of purchase shall create or be deemed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor shall any employee of either party be deemed to be or become an employee of the other party.

### ART.16 – NOTICES

Any notice made under these general terms of purchase shall be in writing in the English language and shall be made by way of post, courier delivery or e-mail with receipt acknowledged. The said notices shall take effect from the date of receipt. Either party may change its address for the purposes of delivery of notices, provided that it shall give prior written notice to the other party and that such notified party acknowledges the change of address in writing.

### Art 17. - APPLICABLE LAW - JURISDICTION

Any dispute that may arise between the Supplier and SETHIC shall be under the exclusive jurisdiction of Commercial Court located in the capital city of the Supplier country, even in the event of impleading or if there are more than one defendant, ruling in accordance with the Supplier local law.