

Sales Terms and Conditions

1. These Sales Terms and Conditions (“**Sales Terms**”) govern the sale and delivery of goods by ADM (Shanghai) Management Co., Ltd. (“**Seller**”) to the purchasing party (“**Buyer**”). The Buyer acknowledges and accepts these Sales Terms upon whichever is the earliest of its: (i) issuance of an order to the Seller; (ii) confirmation of the Seller’s quotation; (iii) signing of a sales contract; (iv) payment of the goods price; or (v) take delivery of the goods. Deviating, opposing or supplementary terms and conditions in any documents of the Buyer shall only become part of the order or the sales contract (as applicable, “**Sales Contract**”) between the parties to the extent that the Seller has expressly agreed in writing.
2. The Seller guarantees that the products shall conform to product standards and product specifications (“**Product Specifications**”) that the Seller may provide to the Buyer prior to placing an order for such products, and such Product Specifications shall be subject to changes made by the Seller through its prior written notice (“**Product Guarantees**”).
3. All other guarantees, warranties, common conditions and statements, whether express or implied, whether arising under any statute law, common law, trade custom or transaction practice, including with respect to implied guarantees of marketability and fitness for a particular purpose, are hereby excluded.
4. The Seller's obligations with respect to products that do not conform to Product Specifications (“**Non-compliant Products**”) shall be limited to: At the Seller's option, (i) replacing Non-compliant Products; or (ii) credit the Buyer with a refund amount for the price of the Non-compliant Products (the credit amount can be used against subsequent orders). If the Seller deems it necessary, the Seller may require the Buyer to return the Non-compliant Products. However, in no event shall the Seller be liable for defects of the products caused by the Buyer (including but not limited to improper storage by the Buyer).
5. Any claim of breach of warranty by the Seller must be made in writing by the Buyer to the Seller within the following period: (i) Any claim that the delivered products are damaged or have a visible defect (not conforming to the Product Specifications) at the time of delivery must be made in writing to the Seller within ten (10) days after delivery; and (ii) Any claim for a defect (not conforming to the Product Specifications) not apparent at the time of delivery must be made in writing by the Buyer to the Seller within one (1) month after delivery. If the Buyer fails to notify the Seller in writing of such claims within the said period, the Buyer shall be deemed to have waived such claims.
6. Delivery shall be deemed completed when the Seller places the products at the delivery address at the agreed time for collection by the Buyer or by a carrier designated by the Buyer. The risk of the product shall be transferred upon delivery. The ownership of the products shall be transferred when the full price of the products is paid.
7. In carrying out any seizure, destruction, recall or withdrawal of the products, the Buyer must fully cooperate with the Seller in accordance with the Seller's recall and withdrawal procedures, including but not limited to assisting the Seller in determining the scope and cause of the problem, the location of the products shipped, and maintaining adequate production and transportation records. Upon the Seller's request, the Buyer must immediately complete any task required by the Seller or any government agency in connection with: (a) any product recall or withdrawal initiated by the Seller; and (b) any seizure, destruction, recall or withdrawal of the products ordered by any government agency. If the recall is caused by the Buyer's fault, the Buyer shall reimburse the Seller for reasonable out-of-pocket expenses actually incurred by the Seller as a result of the recall.
8. Nothing in this Sales Terms shall be deemed to confer on the Buyer any right, title or interest in any intellectual property or other rights of the Seller or its affiliates. If the Buyer wishes to use the Seller's or its affiliates' patents, patent applications, clinical trial data, trademarks and/or trade names or any other intellectual property rights, the Buyer shall enter into a separate license agreement with the Seller. For clarity, the Buyer shall at all times comply with and (as the case may be) prompt the Seller's detailed guidelines or instructions regarding the use of the said intellectual property rights. The Buyer shall indemnify and hold the Seller and its affiliates harmless from any third party action, claim or loss arising out of or in connection with any unauthorized use of Seller's or its affiliates' intellectual property rights or any claim by the Buyer or its representatives in connection with such use.
9. The Buyer shall pay the full sale price (including tax) in accordance with the terms and conditions of the Sales Contract. If the Buyer fails to pay any or all of the amount due, the Buyer shall charge interest at 1% of the total sale price under the Sales Contract each month until all overdue amounts have been paid. In addition, the Buyer shall be responsible for all reasonable collection fees and/or legal fees incurred by the Seller in order to recover any arrears and/or overdue amounts. The Buyer shall be responsible for any loss resulting from its late payment, including but not limited to delayed delivery of the products.
10. In the event of a Force Majeure event that causes the Seller to be unable to perform its obligations under the Sales Contract, the Seller's contractual obligations affected by such event shall be suspended during the delay period caused by the Force Majeure event and shall be automatically extended for a period equal to the suspension period without paying any penalty. “**Force Majeure**” shall mean all events that prevent the Seller from fulfilling the Sales Contract in whole or in part and are beyond the Seller's control, unforeseen, inevitability or insuperability. Such events shall include earthquake, typhoon, flood, fire, war, epidemic or any other event recognized as force majeure by general international business practice.
11. All confidential business and technical information disclosed in writing, in physical form, orally, or observed on the premises of any party to this Contract, including, but not limited to, product prices, technical information, intellectual property-related information, operating costs, business plans, marketing and financial information, non-public information or data relating to the products, processes, formulations, ingredients, specifications, strategies, the existence and terms of the Sales Contract, processing or equipment design (“**Proprietary Information**”), upon receipt by the Receiving Party, shall take the same safeguards (but at least with reasonable care) that it would take to protect its own confidential information of a similar nature. The Receiving Party shall not use (except in accordance with this Contract) or disclose the Disclosing Party's Proprietary Information without the Disclosing Party's prior express written consent.
12. All confidential Information disclosed by or on behalf of the Seller is the property of the Seller. When requested by the Seller, the Buyer shall (a) return or destroy all documents provided by the Seller to the Buyer and (b) destroy all confidential Information. The destruction of materials shall be confirmed by the Buyer in writing. Confidential information stored in electronic versions shall be destroyed in a commercially reasonable manner. Confidential Information that is not returned or destroyed, including but not limited to oral confidential Information, will remain subject to the confidentiality provisions of this Contract.
13. Under no circumstances shall the Seller be liable for the Buyer's loss of profits or goodwill, loss of production or revenue, or any type of special, indirect, or consequential damages (including losses or damages suffered by the Buyer as a result of litigation brought by third parties), and the

Seller's total liability under the Sales Contracts for compensation shall not exceed the total amount of payment actually made by the Buyer to the Seller, regardless of the number of claims and reasons for compensation.

14. Any issue in connection with the formation, validity, interpretation, execution, amendment and termination with respect to the Sales Contract as well as the terms and conditions which are not expressly regulated in these Sales Terms shall be governed by the laws of the People's Republic of China.
15. Compliance requirements: The Buyer guarantees it is legally qualified and capable to perform the Sales Contract. The Buyer shall ensure its staff to strictly comply with laws, regulations and all the requirements of the Seller for the Buyer, including but not limited to regulations regarding anti commercial bribery as stipulated in anti unfair-competition law, and to resolutely reject commercial bribery, bribery, and other improper business practices.
16. Sanctions and Anti-Boycott

Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.

Seller agrees and undertakes to Buyer that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Buyer requires, Seller shall provide Buyer with appropriate documentation for the purposes of verifying the origin of the goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer agrees and undertakes to Seller that the goods will not be:

- (i) resold to;
- (ii) disposed of by; or
- (iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to,

any country, person or entity, or for the purpose of any commercial activity, which would cause Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Seller requires, Buyer shall provide Seller with appropriate documentation for the purposes of verifying the final destination of the goods. Seller has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Seller or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause Seller or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Seller's violation of the Sanctions.

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.

Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

17. Anticorruption

Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods relating to anti-bribery and anti-money laundering ("Applicable Legislation"). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly,

- a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
 - (i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - (ii) an officer or employee of a public international organisation;
 - (iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation;
 - (iv) any political party or official thereof, or any candidate for political office;
 - (v) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities; or
- b. engage in other acts or transactions:

in each case if this is in violation of or inconsistent with the Applicable Legislation, including, without limitation, the U.S. Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions.

18. Data Protection

- (i) Each Party shall comply at all times with all applicable laws relating to the processing and protection of personal information, including but not limited to the Personal Information Protection Law, the Cybersecurity Law and the Data Security Law in China ("**Applicable Data Laws**"), and not perform its obligations under this Contract in such manner as to cause the other Party to breach any of its obligations under the Applicable Data Laws. Upon a Party becoming aware of an unauthorized or unlawful processing of personal information provided by the other Party or an accidental loss or destruction of, or damage to, personal information provided by the other Party, the Party shall: (i) notify the other without undue delay; (ii) undertake all remediation efforts necessary to remedy the breach and prevent its recurrence; and (iii) provide reasonable cooperation to the other Party in relation to any notification obligations or remediation efforts being undertaken by the other Party.
 - (ii) The Buyer acknowledges that any personal information it discloses, transfers or otherwise makes available to the Seller, which may contain information related to an identified or identifiable natural person, may be transferred to and/or processed by the Seller's affiliate companies as well as with any third-party service providers engaged by the Seller (or its affiliates) to provide administrative, information technology, logistics or other services on an as-needed basis. These affiliate companies and third- party service providers may be based outside of China. Please refer to the Seller's full privacy statement here: <https://www.compliance.adm.com/documents/privacy-policy/>
 - (iii) The Buyer represents and warrants to the Seller that the Buyer shall only disclose, transfer or otherwise make available to the Seller (or its affiliates) personal information that it has collected and/or processed in accordance with all Applicable Data Laws. This includes obtaining all necessary approvals and consents (including, as applicable, governmental approvals and informed consents from the individual data subjects or third parties) and completing all necessary notifications, disclosures and other procedures that are required under the Applicable Data Laws so as to enable the Buyer to disclose, transfer or otherwise make available the personal information to the Seller] (or its affiliates) including those located outside of China.
19. All disputes in connection with the Sales Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to Shanghai International Arbitration Centre in accordance with the provisional rules of procedures promulgated by the said arbitration center. The arbitration shall take place in Shanghai and its decision shall be final and binding upon both parties. The arbitration fee shall be borne by the losing party.
20. Amendment to the Sales Contract and the Sales Terms shall be made only in written and signed by both parties.
21. The parties agree, in the event these Sales Terms are not attached to the future Sales Contract, it shall still be an integral part of the Sales Contract and the execution of all relevant orders between the Parties shall be in accordance with these Sales Terms until being replaced by amendment or updated version by both parties in writing.