

General Conditions

**General Terms and Conditions of Normec Schrader Institute, Max-Planck-Str. 6,
37603 Holzminden, Germany**

I. Scope

1. These General Terms and Conditions (hereinafter "Conditions") shall apply to all current and future business relations between Normec Schrader Institute, namely Institut Dr. Schrader Creachem GmbH and Institute Dr. Schrader International GmbH (hereinafter "Contractor") and the customers of Normec Schrader Institute (hereinafter "Client").
2. Any conflicting or deviating terms and conditions of the Client shall not apply, even if the Contractor does not expressly object to them. They shall only apply if and to the extent that the Contractor accepts them in writing. These conditions shall also apply if the Contractor performs without reservation in the knowledge of conflicting or deviating terms and conditions of the Client.
3. The conditions according to the Contractor's offers and order confirmations have precedence.

II. Offers and conclusion of contract

1. Contractor's offers are non-binding. Contractor shall only be bound by offers, which are expressly designated as "binding" for a period of three calendar months beginning as of the date of the offer, unless Contractor designates a shorter or longer binding period in writing in the offer.
2. Orders placed by the Client shall only become binding for the Contractor after the Contractor has confirmed the order in writing.
3. Oral agreements are only valid if they are confirmed in writing by the Contractor.

III. Prices and terms of payment

1. Changes and reworking which demanded by the Client after conclusion of the contract causing additional costs, must be paid additionally.
2. The Contractor reserves the right to claim any costs incurred for the preparation of elaborate offers containing specially prepared test designs (custom-made products).
3. Unless otherwise specified in the contract, payments are due net-cash within 10 days of the invoice date. External costs, travel expenses, expenditure, transport

and shipping costs and out-of-pocket expenses are to be reimbursed separately to the Contractor against presentation of corresponding receipts. The Contractor will send the test report itself free of charge, unless the parties have agreed otherwise in writing.

4. The prices quoted in the offers are exclusive of statutory VAT.. It is shown separately on the invoice on the day of invoicing.
5. The Client shall be in default of payment at the latest if he does not pay on the agreed due date or, if no due date has been agreed, within ten calendar days of the invoice date. During the period of default, interest shall be charged on the Contractor's claim due for payment at 9 percentage points above the base interest rate of the European Central Bank. In addition, Contractor is entitled to claim the lump-sum default charge of € 40 in accordance with § 288 para. 5 German Civil Code (BGB). Contractor reserves the right to claim further and higher damages.
6. Client is not permitted to offset Client's own counterclaims against Contractor's receivables unless the Client's counterclaims have been established with final, binding legal force, are mature for decision or are acknowledged by Contractor. The Client shall be entitled to exercise a right of retention insofar as its counterclaim is based on the same legal relationship as the goods billed. Client is free to assert claims that have been excluded by commencing legal proceedings.
7. Client is not entitled to assign claims or rights from contracts with the Contractor to third parties in whole or in part.
8. If Client does not comply with payment obligations or if Contractor becomes aware of circumstances after conclusion of the contract which are likely to substantially reduce the creditworthiness of the Client and if the payment of the outstanding claims of the Contractor is jeopardized as a result, Contractor is entitled – subject to further claims – to make all outstanding claims immediately due, to demand securities for them and/or to withdraw from the current contract with the Client as well as from other contracts already concluded with him and to make future deliveries and services dependent on an advance payment.
9. Contractor reserves the right to charge appropriate down payments upon conclusion of the contract.
10. If the Client terminates the contract before its fulfilment, the Client is obliged to remunerate the Contractor as follows: (i) termination up to 8 weeks before the start of the study in accordance with the offer – remuneration owed 20 % of the remuneration offered, (ii) termination in the period between 8 and 3 weeks

before the start of the study in accordance with the offer – remuneration owed 30 % of the remuneration offered, (iii) termination in the period between 3 weeks and 8 days before the start of the study in accordance with the offer – remuneration owed 60 % of the remuneration offered and (iv) in the event of termination less than 8 days before the start of the study in accordance with the offer – 90 % of the remuneration offered.

IV. Completion, delivery date and delay, force majeure and COVID-19 pandemic

1. Delivery, performance and completion dates are only approximate and do not represent fixed dates unless Contractor has expressly confirmed them in writing as “fixed”. In case of additional or extension work commissioned after such dates have been confirmed, these dates shall be extended by the duration of the additional or extension work or of the operational disturbances.
2. In the event of a delay in performance on the part of the Contractor, Client shall only be entitled to withdraw from the contract and claim damages in lieu of performance if Client has previously granted Contractor a reasonable period of grace in writing of at least fifteen working days. Withdrawal from the contract and compensation for damages instead of performance presuppose that Client has unequivocally indicated in writing that he will no longer accept the performance after the expiry of the deadline (threat of rejection).
3. If Contractor is prevented from rendering services due to force majeure events, i.e. obstacles to performance which are not the fault of the Contractor and which are not only temporary and last for more than 14 calendar days, Contractor shall inform Client in writing in good time. In this case, Contractor is entitled to postpone the service for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that the Contractor has complied with the above obligation to inform and has not assumed the risk of performance. Force majeure is equal to pandemics, epidemics, natural disasters, strikes, lockouts, government interventions, shortages of energy and raw materials, transport bottlenecks through no fault of the Contractor, operational hindrances through no fault of the Contractor, for example due to fire, water and machine damage, and all other hindrances which, from an objective point of view, have not been culpably caused by Contractor.
4. If a delivery or performance date or a delivery or performance period has been bindingly agreed and the agreed delivery or performance date or the agreed delivery or performance period is exceeded by more than four weeks as a result of events in accordance with Section 3 above or, in the case of non-binding performance dates, if adherence to the contract is objectively unreasonable for the Contractor, the Contractor shall be entitled to withdraw from the contract

with regard to the part not yet fulfilled. Further rights of the Contractor, especially claims for damages, do not exist in this case.

5. In the event that Contractor is unable to provide its services on time due to a direct or indirect effect of the so-called COVID-19 pandemic and a regular performance of the studies is no longer possible, Contractor is entitled to either withdraw from the contract or postpone the date of performance without assuming any liability. For the avoidance of doubt, the Client is not entitled to terminate the contract due to a delay caused directly or indirectly by the so-called COVID-19 pandemic.

V. Scope of services of the contractor

1. Unless otherwise expressly agreed in writing, Contractor researches, develops, tests and analyses exclusively in accordance with the national and European legal standards applicable in Germany, in particular the Regulation (EC) No. 1223/2009 on cosmetic products and the German Cosmetics Ordinance (KosmetikV) in its current version.
2. Insofar as Contractor's performance is intended or expected to be used by the Client for the production, delivery, distribution or use of raw and auxiliary materials, finished products, containers, packaging, product and user instructions or advertising in or to countries outside Germany and a corresponding research, development, testing and analysis is also expressly agreed in writing with the Contractor, the Client shall name to the Contractor in good time before performance of the services the countries in question and the statutory and non-statutory regulations and standards applicable therein for the raw and auxiliary materials, finished products, containers, packaging, product and instructions for use and advertising, and shall make them available to the Contractor in German or English.
3. Unless otherwise expressly agreed in writing, no certificate of marketability, declaration of conformity or other type of "market release" and no assumption of product liability is associated with the services of the Contractor and any related expert opinions, test reports or other statements.
4. If the study or test design proposed in the offer is changed or supplemented according to the wishes of the Client, this does not change the fact that the Contractor may freely use the originally offered study or test design in other studies and tests.
5. Only the original test report is valid. The original test report must be in paper form with the original signature of the Contractor or in text form in accordance with Section 126 b BGB in conjunction with a DocuSign signature of the Contractor.

6. The Contractor shall prepare the test reports in German or English. Unless otherwise agreed in writing, the Contractor shall prepare the test reports in English.
7. For data protection reasons, the photos contained in the test report are only intended for internal use by the client.

VI. Quality and provision of specimens and test samples / notification obligations

1. Client is obliged to provide the Contractor exclusively with marketable and safe specimens/test samples for research, development, testing and analysis and to provide comprehensive written information about the contents of the specimens/test samples provided, any risks that may arise from this, in particular, for health and the environment, and to point out special features when handling substances and samples. This also includes information on legally required warnings and hazard statements, in particular those according to Regulation (EC) No. 1223/2009 and the German Cosmetics Ordinance (KosmetikV). In particular, Client shall only provide Contractor with samples that are toxicologically approved and that comply with the German and European legal standards applicable to them (in particular Regulation (EC) No. 1223/2009) and other requirements and that do not raise any health or other concerns against their use in the study to be performed.
2. Client is obliged to provide Contractor with a sufficient number of specimens/test samples at his own expense. The specimens and test samples sent to the Contractor become Contractor's property and may be destroyed by Contractor (in accordance with the German Waste Management Act) after completion of the study or stored for an indefinite period. Client is only entitled to claim return of the samples, in case of a respective agreement in writing.
3. Contractor is not able to check the identity of the test products. Labelling in the test report shall be based on the names and codes specified by the Client.
4. Contractor is authorised to retain and archive the test products after the end of the test. The Contractor is not obliged to return the test products to the Client.

VII. Acceptance

Contractor's performance shall be deemed accepted if it has been delivered to the Client and Client does not raise any written objections within eight calendar days.

VIII. Rights of the client in case of defects

1. Client shall notify the Contractor of any defects in writing immediately after they have been detected and shall describe them precisely. The defective performance shall be forwarded to the Contractor without delay in order to

enable cure; however, this applies to expert opinions, test reports, diagrams or other documents only to the extent requested by the Contractor.

2. Contractor has the right to choose between the defect to be remedied or a product free of defects to be supplied.
3. If cure fails, Client has the right to choose between a reduction of price or revocation. Cure has failed if at least two attempts of remedy have failed. In the event of reduction of price or revocation, Client must grant Contractor a grace period of at least fifteen working days in writing to cure, unless the law does not require a grace period to be set. These rights also require that the Client clearly threatens in writing to no longer accept cure.

IX. Liability

1. Contractor is liable for damages only in the event of fault.
2. The liability of the Contractor for damages due to simple negligence, in particular due to breach of duty, delay in performance or non-performance, is excluded. This shall not apply in the case of a simple negligent breach of essential contractual obligations. In this case, however, the liability of the Contractor shall be limited to the direct damage typical and foreseeable for the contract. An essential contractual obligation shall be deemed to exist if the breach of duty relates to an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the Client may regularly rely.
3. Apart from that, the Contractor is only liable for wilful intent and gross negligence.
4. The above limitations of liability shall not apply to damages resulting from injury to life, body or health for which the Contractor is responsible or in the case of mandatory liability under the Product Liability Act.
5. Contractor shall only grant a guarantee for its performance if Contractor has described it in writing as a “guarantee” to Client. The text form (§ 126b BGB) is excluded when issuing a guarantee.

X. Raw Data

The raw data collected during the execution of the study become the property of the Contractor, he is not obliged to hand over to the Client.

XI. Limitation period

1. Contractor is liable for claims for defects for one year from acceptance. This does not apply if Contractor acts deceitfully.

2. If the parties negotiate about the grounds or the amount of claims of the Client against the Contractor, the negotiations shall be deemed terminated at the latest three months after one party has not responded to the last statement of the other.

XII. Copyright

1. The delivered works are protected by copyright according to § 1 paragraph 2 German Copyright Act (UrhG). All copyrights, copyright personality rights and exploitation rights remain with the author. For each use, in addition to the agreements made, the provisions of the German Copyright Act (UrhG) applies. The Client may only use the delivered work for the agreed purpose. If the permitted types of use are not individually designated, the scope of the right of use shall be determined by the purpose of use pursued by granting the right of use and recognizable for the Contractor, as well as by the following provisions. Any further use, in particular by duplication, distribution or transfer to third parties, requires the prior consent of the Contractor.
2. The delivered works such as expert opinions, test reports, test results, etc. may only be published with the prior written consent of the Contractor. The same applies to a shortened or partial publication of parts of these works. If publication is approved by the Contractor, publication, use by duplication or distribution is only permitted within the scope of the contractually determined purpose in the form specified by the Contractor in writing.
3. The delivered works contain among other graphics and pictures. Single graphics and single pictures are subject to copyright protection. Graphics and pictures may not be published or changed without the prior written consent of the Contractor. In particular, falsifying or distorting changes of pictures and graphics by adding or omitting is prohibited, unless Contractor has given his prior written consent. Should the consent to publication be granted by Contractor, and if a copyright notice is required, this must be done in a manner that leaves no doubt as to the identity of the author and the attribution to the individual contribution.
4. Client must obtain prior written consent if Client intends to refer in his product or company advertising to the fact that individual products or product groups have been tested by Contractor, either by quoting excerpts from available expert opinions, test reports or test results, etc., or by naming the Contractor alone. If such an agreement has not been made, the use as a quotation or the use of extracts from expert opinions, test results, etc., is not permitted.
5. The test design of the services offered is the intellectual property of Normec Schrader Institute and may only be used by the client for internal purposes, unless it concerns methods in the public domain (e.g. ISO standards).

XIII. Confidentiality Clause

Each contracting party shall keep secret all technical, chemical or other information, documents, items embodying information and business secrets, in particular samples, specimens, expert opinions and test reports, provided to it by the other contracting party or otherwise obtained by it from the other contracting party, shall not disclose them to third parties, even if they are not expressly marked by the other contracting party as “confidential” or “subject to secrecy”, and shall use them only with the written consent of the other contracting party.

XIV. Miscellaneous provisions

1. Place of performance for all services and payments is the registered office of the Contractor.
2. Amendments and supplements to these conditions or the contract itself must be made in writing (§ 126 German Civil Code (BGB)). Unless the text form (§ 126b BGB) is expressly excluded in the offer or in the order confirmation of the Contractor or in these conditions or the text form (§ 126b BGB) is required in connection with a DocuSign signature of the Contractor, the text form is sufficient to fulfill the written form.
3. If Client is a merchant, legal entity under public law or a public special fund, place of jurisdiction for all disputes between the parties, is the registered office of the Contractor. Contractor is also entitled to bring an action at the courts having jurisdiction over the Client.
4. The business relations between the Contractor and the Client and all legal issues arising from these relations are exclusively subject to the laws of the Federal Republic of Germany. The application of the provisions of United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as the provisions of international private law in their currently valid version is excluded.
5. Should individual provisions of these conditions be or become invalid, void or impracticable in whole or in part, this shall not affect the validity of the remaining provisions.

As of: August 15th, 2025