



1. Definitions

- 1.1 Producer: Midra B.V. (Chamber of Commerce registration no. 89151089) and/or Midra Sales B.V. (Chamber of Commerce registration no. 97169528), both having their registered office at Minden 30, 7327 AW Apeldoorn, the Netherlands.
- 1.2 Customer: The natural or legal person who enters into an agreement with the Producer.
- 1.3 Agreement: The mutual consent between the Producer and the Customer concerning the sale and delivery of Products.
- 1.4 Products: The food supplements and related goods supplied or to be supplied by the Producer, including finished products and intermediates.

2. Applicability

- 2.1 These General Terms and Conditions of Supply (hereinafter: the "Conditions") shall apply to all offers, quotations, agreements, deliveries and other legal relationships between the Producer and the Customer, even if not expressly referred to in subsequent transactions.
- 2.2 Deviations and/or additions to these Conditions shall only be valid if agreed upon in writing by the Producer.
- 2.3 The Conditions form an integral part of every Agreement between the Producer and the Customer, unless expressly agreed otherwise in writing.
- 2.4 Any general terms and conditions of the Customer are hereby expressly rejected, unless explicitly accepted in writing by the Producer.
- 2.5 The absence of an objection to terms or conditions proposed by the Customer shall not be construed as acceptance thereof.
- 2.6 Should any provision of these Conditions be declared null and void or otherwise unenforceable, this shall not affect the validity of the remaining provisions. A valid and enforceable provision shall be substituted which most closely reflects the intent and purpose of the original provision.
- 2.7 In the event of any conflict between the provisions of these Conditions and those contained in an Agreement, the provisions of the Agreement shall prevail.
- 2.8 The Producer reserves the right to amend these Conditions. Any such amendment shall take effect thirty (30) days after written notification to the Customer.

3. Offers and Conclusion of the Agreement

- 3.1 All offers and quotations made by the Producer, in whatever form, shall be without obligation and shall constitute an invitation to the Customer to place an order. Offers may be withdrawn or modified by the Producer without prior notice.
- 3.2 Unless otherwise stated, offers, proposals and quotations shall remain valid for thirty (30) days from the date of issue, provided that the Producer has not withdrawn them within that period.
- 3.3 An Agreement shall be concluded only when the Producer has confirmed the Customer's order in writing (order confirmation). The Producer shall at all times be entitled to refuse any order, either wholly or partially, without stating reasons.
- 3.4 Price quotations based on estimated or expected quantities may be adjusted if the quantities actually purchased deviate from those estimates.
- 3.5 After conclusion of the Agreement but prior to delivery, the Producer shall be entitled to pass on to the Customer any cost increases resulting from:
 - increases in VAT or other statutory charges, or
 - unforeseen circumstances such as war, pandemic, or significant disruption of the supply chain.In the event of such an increase, the Customer shall have the right to terminate the Agreement, unless costs have already been incurred by the Producer for materials specifically intended for the Customer, in which case termination shall not be permitted.
- 3.6 Cancellation by the Customer shall only be valid if confirmed in writing by the Producer and may be subject to reasonable cancellation fees.

4. Delivery

- 4.1 Delivery shall be made Ex Works (Incoterms® 2020), unless otherwise agreed in writing.
- 4.2 The Producer shall make every reasonable effort to deliver the Products within the agreed timeframe. The stated delivery time, however, shall not be deemed to be of the essence. The Producer shall not be liable for any loss or damage resulting from a delay in delivery that could not reasonably have been foreseen.
- 4.3 Exceeding the delivery time shall not entitle the Customer to compensation or termination of the Agreement.
- 4.4 The risk of loss of, or damage to, the Products shall pass to the Customer at the moment the Products are made available to the carrier or to the Customer.
- 4.5 Delivery shall take place at the address provided by the Customer, who warrants the accuracy and completeness of such information. Any additional costs or delays arising from incorrect or incomplete data shall be borne entirely by the Customer.
- 4.6 Title to the Products shall not pass to the Customer until the Producer has received full payment, including any interest and costs due.
- 4.7 The Products shall be packaged in accordance with applicable food-safe (GMO-free, vegan HPMC) standards and ISO 22000 quality requirements.

5. Price and Payment

- 5.1 All prices are exclusive of VAT and other governmental levies, unless expressly stated otherwise.
- 5.2 Payment shall be made within twenty-one (21) days from the date of invoice, unless otherwise agreed in writing.
- 5.3 If the Customer fails to pay within the stipulated term, the Customer shall be in default by operation of law after receiving a written notice allowing an additional fourteen (14) days to make payment.
- 5.4 As from the date of default, the Customer shall owe statutory commercial interest in accordance with Dutch law. In addition, all extrajudicial collection costs shall be due as set out by law.
- 5.5 All judicial and extrajudicial costs incurred by the Producer for the collection of outstanding amounts shall be borne by the

Customer.

- 5.6 The Producer retains full ownership of the Products until payment has been received in full, including any interest and costs due.
- 5.7 If the Customer fails to meet any obligation under the Agreement, in particular the payment obligation, the Producer shall be entitled to reclaim the delivered Products.
- 5.8 In such case, the Agreement shall be deemed terminated without judicial intervention, without prejudice to the Producer's right to compensation for damages, costs, loss of profit and interest.

6. Quality, Complaints and Warranty

- 6.1 The Producer warrants that the Products conform to the specifications stated in the order confirmation and to all applicable statutory and regulatory requirements.
- 6.2 The Customer shall inspect the Products immediately upon receipt. Visible defects must be reported to the Producer in writing within seven (7) calendar days after delivery. Hidden defects must be reported in writing within fourteen (14) calendar days of discovery, but in any event not later than thirty (30) days after delivery.
- 6.3 Each complaint must include the invoice number, batch or lot number, and a detailed description of the defect.
- 6.4 The use, processing or resale of the Products shall constitute unconditional acceptance by the Customer, except in the case of hidden defects that have been reported in due time and in accordance with Articles 6.2 and 6.6, provided that the Customer can demonstrate that such defect existed at the time of delivery.
- 6.5 The Customer shall be responsible for storing the Products in accordance with the storage conditions provided by the Producer, including but not limited to: refrigerated storage for liquid products and cool, dry storage for all other products. Complaints resulting from improper storage shall not be attributable to the Producer.
- 6.6 If complaints do not comply with the aforementioned requirements, the Customer shall be deemed to have accepted the Products. The Producer shall not be obliged to handle such complaints unless otherwise confirmed in writing, and only where the Customer can demonstrate that the defect existed upon delivery.

7. Liability

- 7.1 The Producer's liability shall be limited exclusively to direct damage and shall never exceed the invoice value of the specific delivery giving rise to the claim.
- 7.2 The Producer shall under no circumstances be liable for any indirect or consequential damage, including but not limited to loss of profit, production downtime, loss of goodwill or any comparable economic loss.
- 7.3 The Customer shall indemnify and hold the Producer harmless from and against any and all third-party claims relating to the use, storage, processing or resale of the Products.

8. Force Majeure

- 8.1 Force majeure shall mean any circumstance beyond the reasonable control of the Producer that temporarily or permanently prevents the fulfilment of its obligations, including but not limited to natural disasters, fire, flood, war, terrorism, pandemics, epidemics, strikes, government actions, shortage of raw materials, or delay by suppliers.
- 8.2 The party invoking force majeure shall notify the other party thereof in writing without undue delay, specifying the cause and expected duration.
- 8.3 In the event of force majeure, the Producer's obligation to deliver shall be suspended for the duration of such event.
- 8.4 If the force majeure situation continues for more than sixty (60) days, either party shall be entitled to terminate the Agreement in writing without being liable for any damages or compensation.

9. Supplementary Provisions Specific to Food Supplements

- 9.1 Labelling: The Producer shall ensure correct labelling of the Products in accordance with all applicable laws and regulations, unless the labels are supplied by the Customer.
- 9.2 Food Safety: The Producer warrants that the Products comply with all relevant food safety standards and legislation applicable at the time of manufacture.
- 9.3 Traceability: The Producer shall ensure proper traceability of the Products, so that they may be recalled swiftly if required. The Customer shall likewise maintain a tracking and tracing system.
- 9.4 Allergens: The Producer shall inform the Customer of any allergens present or potentially present in the Products.
- 9.5 Storage Conditions: The Producer shall inform the Customer of the correct storage conditions for the Products. The Customer shall be responsible for strict compliance with such conditions.
- 9.6 Quality Analysis: The Producer shall be responsible for the quality control of all purchased raw materials. If the Customer requests an analysis of the finished product, the Producer shall cooperate, provided that all costs for such analysis shall be borne entirely by the Customer.
- 9.7 Sampling: The Producer shall take representative samples of manufactured products for quality and compliance purposes.
- 9.8 Shelf-Life Study: At the written request and expense of the Customer, the Producer may perform a shelf-life study.
- 9.9 Preservation: For liquid supplements, the Producer can guarantee product quality only if at least two preservatives are added.
- 9.10 Claims: In the presentation and/or sale of the Products, the Customer shall not use unauthorised medical or health claims. Only nutrition and health claims permitted under applicable EU and Dutch legislation may be used.

10. Materials Supplied by the Customer or Purchased Specifically for the Customer

- 10.1 If the Customer provides raw materials or packaging materials for the manufacture of the Products, the Customer shall remain fully responsible for the quality, food safety and legal compliance of such materials.
- 10.2 The Producer shall conduct a visual inspection of these mate-

rials upon receipt but shall not be liable for any hidden defects or unsuitability. The Customer shall indemnify the Producer against any and all third-party claims resulting therefrom.

- 10.3 If the Customer's raw materials or packaging materials are stored at the Producer's premises and no orders are placed for which these materials are required within twelve (12) months, such materials shall, after expiry of that period, become the property of the Producer, without the Customer being entitled to any compensation.
- 10.4 Any costs for storage, handling, processing or disposal of such materials shall be borne exclusively by the Customer.
- 10.5 If, at the Customer's request, the Producer purchases customer-specific raw materials or packaging materials and these have not been used for the Customer's orders within twelve (12) months from purchase, the Customer shall, upon first written request by the Producer, be obliged to take over these goods at their actual cost price plus reasonable storage expenses.

11. Responsibility Where the Formulation Is Provided by the Customer

- 11.1 If the Customer provides the formulation for the Products, the Producer shall be responsible solely for the safe composition and manufacture of the Products in accordance with applicable production and food safety regulations.
- 11.2 The Producer shall not be responsible for the legal or regulatory status of the finished product on the market, including but not limited to its Novel Food classification or market authorisation, insofar as such matters result from formulations, labels or claims provided by the Customer.
- 11.3 The Customer shall be solely responsible for obtaining all necessary permits, approvals and registrations required for the lawful marketing of the Products.

12. Cancellation

- 12.1 If the Customer cancels the Agreement, in whole or in part, the Customer shall reimburse the Producer for all reasonable costs already incurred in preparation for, or performance of, the Agreement.
- 12.2 The foregoing shall be without prejudice to the Producer's right to claim compensation for loss of profit and for all costs, damages and interest arising from such cancellation.

13. Non-Performance and Termination

- 13.1 If the Customer fails to fulfil its obligations under the Agreement, or if the Producer has reasonable grounds to believe that the Customer will not fulfil such obligations, the Producer shall be entitled to suspend performance or to terminate the Agreement in whole or in part with immediate effect, without judicial intervention, and without prejudice to the Producer's right to claim damages.
- 13.2 In the event of bankruptcy, suspension of payments, liquidation, or the winding up of the Customer's business, or if any substantial part of the Customer's assets is seized, the Producer shall be entitled to terminate the Agreement immediately, without being liable for any compensation.
- 13.3 In all cases referred to in this Article, all amounts owed by the Customer to the Producer shall become immediately due and payable.

14. Amendments and Additional Work

- 14.1 Any amendments or additions to the Agreement shall only be valid if agreed upon in writing by both parties.
- 14.2 If, after the Agreement has been concluded, the Customer requests modifications or additional work, the Producer shall be entitled to charge the additional costs incurred and to reasonably extend the delivery period.

15. Resale and Export

- 15.1 The Customer shall not, without the prior written consent of the Producer, resell the Products under the Producer's brand name, trade name, or label.
- 15.2 The Customer shall not export, sell or distribute the Products to countries or regions where such activities are contrary to applicable legislation, including food and supplement regulations.

16. Confidentiality and Intellectual Property

- 16.1 The Customer shall treat as strictly confidential all business and technical information received from the Producer, including but not limited to formulations, production methods and supplier details, and shall not disclose such information to third parties.
- 16.2 All intellectual property rights arising from or relating to the Products, including but not limited to formulations, trade names, packaging designs and documentation, shall remain the exclusive property of the Producer.
- 16.3 The sale of Products shall not grant the Customer any licence, ownership, or other right in respect of such intellectual property.

17. Miscellaneous Provisions

- 17.1 All agreements and transactions between the Producer and the Customer shall be governed exclusively by the laws of the Netherlands.
- 17.2 Any disputes shall be submitted to the competent court in the district in which the Producer has its registered office.
- 17.3 These General Terms and Conditions of Supply are available at www.midra.nl and have been filed with the Dutch Chamber of Commerce. A copy of these General Terms and Conditions of Supply shall be provided free of charge upon first request.
- 17.4 The provisions of these Conditions shall not affect or limit any rights of the Producer under applicable law.
- 17.5 Any provisions of the Agreement or of these Conditions which by their nature are intended to remain in force after termination of the Agreement shall continue to apply following such termination.

Prepared on 1 September 2025 in Apeldoorn, the Netherlands.