

Supplemental Terms and Conditions for Labeling Services

This Appendix for Labeling Services (the “**Labeling Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at <https://www.merieuxnutrisciences.com/au/terms-conditions/> (the “**General T&Cs**”) and apply to all contracts for the performance of food label and regulatory compliance services (“**Labeling Services**”) by MNAQ. These Labeling Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Labeling Services entered into between Customer and MNAQ. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Timing

If MNAQ requires information from Customer for the execution of the Labeling Services, the term for the execution does not begin before the Customer has supplied MNAQ with the correct and complete information.

2. Cancellation or Postponement

Customer agrees to pay 50% of the fees upon execution of the Service Order. If Customer wishes to cancel the Labeling Services via a notification sent to MNAQ at a time when MNAQ has accomplished half or less than half of the Labeling Services, Customer agrees that the amount already paid is not refundable. If Customer wishes to cancel the Labeling Services at a time MNAQ has accomplished more than half of the Labeling Services, MNAQ has the right to charge a fee corresponding to the remaining performed work. If a Labeling Service is postponed with less than one (1) week notice prior to the start date, an additional fee of 10% of the project price or AUD \$2,000, whichever is greater, will be charged. Customer agrees that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

3. Contract Extras

3.1. If any changes or additions are made at the Customer’s request or that are necessary in MNAQ’s opinion and have an effect on the volume of the work agreed within the framework of the Service Order changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MNAQ’s rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Service Order, MNAQ shall inform the Customer in writing about the financial consequences for the additional work intended.

3.2. The Customer accepts that the arranged or expected time of completion of the Service Report(s) and the mutual responsibilities of MNAQ and the Customer may be affected due to additions or changes to the Service Order.

4. Service Reports

4.1. If Customer has designated in the Service Order a third party entitled to receive copies of MNAQ’s Service Reports or Results (each, a “**Third Party**”), Customer agrees and understands that receipt of any report by Third Party is not contingent on the content of the report or any consideration by

Customer of good or poor performance, and that such report shall be sent to Third Party at the same time it is sent to Customer.

4.2. Customer acknowledges and agrees that any Service Reports and Results and other outcomes of the Labeling Services provided to Customer shall be based on information supplied by the Customer, its vendors, and their respective representatives to MNAQ, and any information and analysis regarding regulatory compliance shall be based on the laws and regulations in effect as of the date of the applicable Service Report or Results.

4.3. MNAQ is not responsible for erroneous reports due to inaccurate or incomplete information provided by the Customer.

4.4. Any amendments or changes in the interpretation of the current legislation or regulations or other relevant changes following the delivery of the Service Report are not included in the Contract and/or Labeling Service, and MNAQ shall not be liable for such.

4.5. After the delivery of the Service Report, MNAQ is not obliged to inform Customer of amendments to the laws or regulations that could make the Results or Service Report previously delivered to Customer invalid, and MNAQ is no longer obliged to monitor Customer’s labels for compliance.

4.6. The recommendations provided in the Service Report are expressed according to professional standards in order to ensure their clear evaluation, in accordance with the regulations and best practices in force at the date of issue of the Service Report.

4.7. MNAQ shall not be liable for errors in the labels due to printing configuration by Customer further to the issuance of the Service Reports.

4.8. The Service Reports, Results or other outcomes of Services provided by MNAQ may address regulatory compliance or other legal issues, but Customer acknowledges and agrees that such Service Reports and Results and other outcomes of the Services are to be provided by MNAQ for informational purposes only and nothing set forth therein is intended as, and Customer will not rely upon any such information as, legal advice or the legal opinions of MNAQ.

4.9. It is solely the responsibility of Customer to ensure its compliance with all laws, rules and regulations of any kind applicable to its products, production methods and business operations, and accordingly, Customer is advised to consult a properly qualified, knowledgeable attorney or other legal expert who is fully aware of Customer’s particular circumstances before taking any action based on the results of Labeling Services provided under this Contract.

4.10. MNAQ does not investigate and is not obliged to investigate (a) whether more than one language is spoken in a country, or (b) in which language the label should, by law, be composed, unless the Customer has specifically arranged with MNAQ that those matters should be investigated.