

General terms and conditions

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SENSETORY GmbH,
Lindenstraße 14, 50674 Cologne
Management: Hanswerner Bendix
Registration Court Local Court of Cologne, HRB 97321

1. Validity

- 1.1. These General Terms and Conditions (“GTC”) apply to the entire business relationship between SENSEATORY GmbH, Lindenstraße 14, 50674 Cologne (‘SENSETORY’) and the client, insofar as the client is an entrepreneur within the meaning of § 14 of the German Civil Code (“BGB”) or a legal entity under public law.
- 1.2. These GTC apply exclusively. Deviating or conflicting terms and conditions will not be recognized by SENSEATORY unless SENSEATORY has expressly agreed to them in writing. This also applies if the client's offer is submitted with reference to the priority of the General Terms and Conditions.
- 1.3. These terms and conditions shall be deemed accepted at the latest upon acceptance of the services provided by SENSEATORY.
- 1.4. Side agreements, commitments or other declarations of any kind made by SENSEATORY employees shall only be binding if they are expressly confirmed in writing at least.
- 1.5. These General Terms and Conditions, in their current version, also apply to all future transactions with the client. The current version of the Terms and Conditions is available on the Internet at [<https://sensetory.com/agb/>].

2. Subject matter of the contract

- 2.1. The subject matter of the contract is all services performed by SENSEATORY for the client.
- 2.2. This includes, in particular, testing services within the framework of a standardized sensory quality control of foodstuffs (e.g., wine, sparkling wine, semi-sparkling wine, wine-based and wine-like beverages, fruit wine, spirits, beer, beer-based mixed beverages, their non-alcoholic variants, juices, CSDs, and other beverages) and the creation of textual and/or visualized descriptions of products for marketing purposes and assortment- and product-related consulting.

3. Testing procedure

- 3.1. Sensory analyses are performed according to a testing procedure developed by SENSEATORY (SENSETORY Analytics or Sensory Benchmark Comparison).
- 3.2. SENSEATORY Analytics is characterized by the establishment of a systematic test of products based on test categories selected by the testing institute, which are used by experts in food sensory analysis (including wine academics, oenologists, winemakers, sommeliers, master brewers, bartenders, etc.) based on samples to determine the quality to be achieved for contract products in a specific presentation developed by the testing institute for this purpose, and works with selected standardized evaluation terms, product-specific target scores, and defined descriptions.

3.3. Within the framework of comparative tests with samples to be submitted, comparisons can then be made with products that also quickly and easily highlight deviations or similarities in a specific presentation and provide a simple and clear evaluation summary for competing products.

3.4. Sensory benchmark comparison is characterized by a direct comparison of the sensory properties of products with a previously defined benchmark. The procedure is used to determine sensory deviations of products from several manufacturers from a benchmark (e.g., a branded article) or for use in tenders (e.g., for the definition and monitoring of private labels).

4. Analysis services

SENSETORY Analytics

4.1. As part of descriptive tests, sensory pattern analyses of contracted products are created on the basis of samples ("product profile" or "sample profile") or existing product profiles are used. The client must provide SENSETORY with any samples that may be required. Product profiles are assigned corresponding reference values by SENSETORY in the standardized categories as an expression of the parameters predefined by SENSETORY. The results are recorded in a test report (TEST REPORT DESCRIPTIVE TEST).

4.2. Comparative tests with other samples are carried out as a comparison with the individual specifications in the corresponding product profiles in the form of test reports (TEST REPORT COMPARATIVE TEST).

4.3. The results of several tests, for example when testing competing products, can be provided in a simple, clear summary form upon separate request.

4.4. Product profiles are subject to adjustment processes, for example if client preferences change or if events at the

place of origin result in changes to the product such that the reference character of the reference sample analysis no longer appears to be preserved for future comparisons.

4.5. SENSETORY carries out the tests at its own discretion.

5. Analysis services SENSETORY benchmark comparison

5.1. Direct comparison of sensory differences in the categories of appearance, smell, consistency, and taste.

Presentation of the deviation as a deduction on a 5-point scale.

5.2. Textual summary of abnormalities found during the test.

5.3. This test procedure evaluates only sensory deviations from an existing benchmark product. No assessment of sensory quality is made. (INDIVIDUAL TEST REPORT SENSETORY BENCHMARK COMPARISON)

6. Test results

6.1. SENSETORY provides the client with the test results of both test procedures (product profiles, test reports of a comparative or descriptive test, individual test report, summaries) in electronic form as part of the presentation developed by SENSETORY.

6.2. The client may designate additional persons who may receive a personalized test result. In case of doubt, this provision shall also apply to further results for the same sample.

6.3. Information or clarifications provided verbally or by telephone are non-binding.

6.4. The method of provision (unencrypted email transmission, retrieval via a protected account, database retrieval

with search options) shall be determined by SENSEATORY. Transmissions other than those via email may be subject to a separate charge in accordance with SENSEATORY's current price list and may require acceptance of terms of use. In the absence of separate agreements, availability is not guaranteed for longer than a period of 3 weeks from notification of availability.

7. Offers, conclusion of contract, form

- 7.1. The contract is concluded when SENSEATORY confirms an order from the client in at least text form or executes a service order that is created on the SENSEATORY test order form without any changes to the content, using the selection options. The customer is bound to their order for a maximum of 2 weeks. If the test order is for a comparative test to which several customers submit their samples, the binding period is extended to 4 weeks.
- 7.2. In case of doubt, the content of the order confirmation from SENSEATORY shall apply.

8. Reservation of rights

- 8.1. SENSEATORY GmbH expressly reserves all rights to the expert opinions, test results, test reports, calculations, etc. created by SENSEATORY. Expert opinions, test results, and test reports may only be used without the prior consent of SENSEATORY if their form and content remain unchanged and unabridged and only for the contractually agreed purpose.
- 8.2. In case of doubt, the client's right to use an analysis is limited to the confidential use of an impartial quality assessment as a basis for product-related purchasing or sales purposes between the parties specified in the order. This includes the possibility for an importer to pass on the analysis to the producer, who can use the

analysis to improve their products and offers.

- 8.3. The right to use the analysis for other purposes, such as passing it on to third parties, using it for advertising purposes, making it publicly available, or using the reference values or other individual values in other presentations or for other purposes, requires the express consent of SENSEATORY, at least in text form.
- 8.4. In any case, a right of use is granted as a simple right of use without any restrictions in terms of location or time.
- 8.5. SENSEATORY reserves the right, in particular, to use data relating to the samples for verification purposes, archiving purposes, for later use by the client and/or the third party listed as the authorized recipient in the order, and in anonymized form for further business purposes, in particular statistical evaluations.
- 8.6. In the case of other protectable works by SENSEATORY, such as texts, graphics, photographs, videos (e.g., tasting film clips), SENSEATORY shall in any case remain entitled to use the results of its services itself, without any restrictions in terms of time, location, or medium, either in whole or in excerpts, for advertising purposes and to make any necessary edits to the works (e.g., abridgements, cropping, format transfer, scaling).

9. Remuneration

- 9.1. The remuneration for SENSEATORY's services is based on the currently valid price list, which the client can request from SENSEATORY at any time. Prices are net from the SENSEATORY office in euros plus the applicable statutory value-added tax.
- 9.2. In case of doubt, the client shall be jointly and severally liable to SENSEATORY for the remuneration even if the remuneration is to be settled via a third party.

9.3. Unless otherwise agreed, SENSETORY's invoices are payable within 7 days without deduction. A payment shall only be deemed to have been made when SENSETORY has access to the amount.

10. Warranty

10.1. SENSETORY warrants that the tests carried out as part of the SENSETORY Analytics and Sensory Benchmark Comparison Test Procedure are objective and impartial.

10.2. Analysis services are limited to sensory (e.g., haptics, smell, taste, color) tests and do not include chemical analyses or determinations regarding ingredients and the actual origin of the sample.

10.3. Foodstuffs are subject to quality fluctuations, for example due to the type of production, transport, packaging, and storage, or due to environmental influences such as light and heat, over which only limited influence can be exerted. For these reasons alone, the analysis results represent a statement limited to the tested sample in the condition in which it was delivered and are therefore only of limited representativeness for further deliveries or other test quantities (e.g., sampling lots, stored goods). Due to the sampling procedure alone, SENSETORY does not guarantee that the samples are representative of specific test quantities.

10.4. With its analyses, SENSETORY does not guarantee that the products are free of other defects or that they comply with other quality specifications of third parties. SENSETORY also does not check compliance with information requirements or other declarations relating to the products.

10.5. SENSETORY is liable for material defects and defects of title in accordance with the provisions of the German Civil Code (BGB) for the

contract for work and services, but the client must first assert their rights to subsequent performance. If this fails, the client is entitled to further rights in respect of defects (withdrawal, reduction, compensation).

10.6. The statutory provisions apply with the proviso that a warranty is limited to defects that occur within one year after the start of the limitation period (liability period). The period for exercising the relevant rights (limitation period) remains unaffected. The following notification obligations must be observed.

10.7. Clients must report obvious defects in writing immediately, but no later than within a period of 14 days from receipt of the service. In the event of the discovery of non-obvious defects, the obligation to report the defect immediately applies, at the latest within 14 days of discovery of the defect. To preserve the rights of the buyer, it is sufficient to send the notification in good time. Otherwise, the service shall be deemed approved even in view of the respective defect. For merchants, § 377 HGB (German Commercial Code) shall apply in addition.

11. Dates and deadlines

11.1. The dates and deadlines specified by SENSETORY are non-binding, unless expressly agreed otherwise in writing.

11.2. Delivery and performance deadlines bindingly promised by SENSETORY shall not commence before all details of the order have been finally clarified, the samples to be provided by the customer have been supplied, approvals and/or releases have been obtained, and/or an agreed down payment has been received by SENSETORY.

12. Liability

- 12.1. In the event of intent or gross negligence on the part of SENSETORY (representatives or vicarious agents), SENSETORY shall be liable in accordance with the statutory provisions; the same applies in the event of culpable breach of essential contractual obligations.
- 12.2. Insofar as there is no intentional or grossly negligent breach of an essential contractual obligation, SENSETORY's liability for damages shall be limited to the foreseeable, typically occurring damage.
- 12.3. Liability for culpable injury to life, limb, or health, as well as liability under the Product Liability Act, shall remain unaffected.
- 12.4. Unless expressly stated otherwise above, SENSETORY shall not be liable.
- 12.5. In particular, SENSETORY shall not be liable for lack of economic success, lost profits, or indirect damages.

13. Sample receipt, storage, disposal

- 13.1. The client is obliged to make all hazard and handling information for test samples (specimens) available to SENSETORY in good time before the samples are sent and, to the extent known to the client, to provide information on the chemical composition of the samples. Samples or test specimens containing hazardous substances must be labeled in accordance with the Hazardous Substances Ordinance. The client is liable for all damage attributable to the hazardous nature of the sample material.
- 13.2. If test samples are required, the supplier shall send them to SENSETORY at its own risk in at least two copies (e.g., two bottles of

wine per item). SENSETORY shall use one sample for the commissioned analysis at its own discretion. SENSETORY may store the second sample as a so-called reserve sample.

- 13.3. Unless otherwise agreed, SENSETORY shall become the owner of the samples provided. SENSETORY shall not be liable for any remuneration for the samples.
- 13.4. SENSETORY shall store the sample material without separate instructions in the form customary for the sample without any special effort. Storage according to separate instructions may be subject to a fee in accordance with the general price list.
- 13.5. SENSETORY is entitled at any time to dispose of samples after analysis or to request the client to dispose of them and to have the samples collected for this purpose. The costs and risk of disposal and transport shall be borne by the client.

14. Data protection, data storage

- 14.1. SENSETORY will only process personal data in accordance with the statutory provisions. Reference is made to SENSETORY's privacy policy, available at <http://www.sensetory.com/datenschutzhinweis>.
- 14.2. SENSETORY may continue to store and use other order-related data (reference values, analysis results) indefinitely at its own discretion even after the order has been completed (see Section 8.5.). The client has no claim to storage and permanent accessibility outside of separate agreements to this effect.
- 14.3. The transfer of data to third parties is permitted if and to the extent that this is the subject matter of the contract.

15. Applicable law, place of jurisdiction

- 15.1. The law of the Federal Republic of Germany applies to these provisions and the legal transactions carried out under their validity.
- 15.2. The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of SENSETORY. SENSETORY is also entitled to bring legal action at the defendant's place of business.

16. Final provisions

- 16.1. Amendments to this contract or its components must be made in writing, unless otherwise specified in these provisions. This also applies to any amendment to this clause.
- 16.2. Should individual provisions of this contract be wholly or partially invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the rest of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.