

GENERAL TERMS AND CONDITIONS

GTCs, 20 December 2025, DIXA AG ST. GALLEN (CHE-368.488.490)

SCOPE OF APPLICATION

These General Terms and Conditions (hereinafter referred to as 'GTCs') govern the contractual relationship between DIXA AG and its customers. Any agreements deviating herefrom will only apply if these have been explicitly confirmed by DIXA AG in writing.

QUOTE AND ACCEPTANCE

Provision for orders **not** placed via the online shop:

Quotes made by DIXA AG are strictly non-binding. The Contract is concluded only upon the sending of an order confirmation in writing or via email. No contract is to be concluded by any other means. Where any variation between order confirmations exists, this Contract is to be understood as the new quote, which is to be declared as binding content of the Contract.

Provision for orders placed via the online shop:

Quotes on the DIXA AG online shop do not constitute a binding offer in legal terms, but rather a non-binding online catalogue. By clicking on the 'Place order' button in the last step of the order process and accepting the GTCs, the Customer submits a binding offer to conclude a contract for the goods contained in the basket.

DIXA AG will confirm receipt of the order via email; this confirmation is automatically sent as a simple indication that DIXA AG has received the order and does not constitute acceptance of the Contract. Acceptance of the order and the associated conclusion of the Contract does not take place until the goods are shipped.

MINIMUM ORDER VALUE

The following minimum order values apply to first-time orders:

- Specialist retail: CHF 200.00
- Industry: CHF 500.00
- Export: CHF 1'000.00

The following minimum order values apply to subsequent orders:

- Specialist retail: CHF 80.00
- Industry: CHF 200.00
- Export: CHF 500.00

If an order is below the minimum order value, the following surcharges are added:

- Specialist retail: CHF 15.00
- Industry: CHF 25.00
- Export: CHF 500.00

TERMS OF DELIVERY

Unless agreed otherwise, goods will be delivered ex works (EXW) on the account and at the risk of the Customer. Shipments will be sent by courier or lorry. Shipping costs of CHF 9.50 per package will be charged for courier deliveries in Switzerland. The costs for deliveries by lorry are calculated based on the calculation bases of the Swiss commercial road transport association (ASTAG).

Express deliveries or deliveries by haulage companies that are not used by DIXA AG as standard are charged at the standard rates.

Under no circumstances can be DIXA AG be held responsible for the timely arrival of the delivery or any delays. Costs incurred as a result of a delay in accepting the delivery may be passed on by DIXA AG. In the event of force majeure, strikes, accidents, business disruption or official measures at DIXA AG or, where applicable, its suppliers or agents, that render a timely delivery or acceptance impossible, the delivery and/or acceptance term will be extended accordingly.

QUOTATIONS

All prices quoted by DIXA AG are guide prices. These are based on the price for a quantity of one kilogram (1kg) or the unit price per original package (OP). The sales prices on the order confirmation are binding. These can also be requested from DIXA AG in advance. Unless agreed otherwise, prices are stated net in Swiss francs ex works excluding taxes, fees, customs or duties, in particular VOC incentive fees, and excluding any deductions – unless expressly stated otherwise in the relevant documents.

Unless agreed otherwise, all incidental costs such as packaging, haulage/freight, insurance, etc. are borne by the Customer. The Customer is also liable for all taxes, fees, customs or duties associated with the delivery.

SMALL QUANTITIES

The minimum order quantity is one hundred grams (100g) or one unit per container, package, item and/or order line.

Order quantities of less than 5kg per item and/or order line come in original packaging (OP). If the Customer specifically requests only one container/package and/or individual packaging for a quantity of less than five kilograms (<5 kg), the item and/or order line will be prepared by hand and a flat-rate service fee of CHF 15.00 per item will be charged. The flat-rate service fee covers a maximum of two containers/packages of the same item. A flat-rate service fee of CHF 5.00 will be charged for each additional container/package of the same item.

Order quantities of equal to or more than 5kg are prepared by hand in a container/package and/or in original containers (up to a maximum quantity of 25kg per container) and are invoiced without a flat-rate service fee. If the Customer requests that several containers/packages be packaged individually for a quantity of equal to or more than five kilograms (≥ 5 kg) per item and/or order line, a flat-rate service fee of CHF 2.50 per container/package will be charged from the second container/package.

PAYMENT

Payments are to be made without deduction within the term stated on the invoice. Any offsetting against outstanding payments from DIXA AG is excluded. Credit balances may be deducted from the invoice amount. The purchaser will be in default of payment on expiry of the payment term. DIXA AG reserves the right to charge default interest of 0.5% of the invoice amount per month or part thereof on expiry of the payment term.

DIXA AG also reserves the right to charge any reminder fees and/or collection fees to the debtor.

Delivered goods remain the property of DIXA AG until payment is made in full. DIXA AG is entitled to make any entries in the retention of title register. Furthermore, DIXA AG is entitled to withdraw from the purchase contract in the event of a default on payment and to request that the goods sold be returned.

ENTITLEMENT TO PURCHASE

Items are delivered in strict accordance with the current statutory guidelines, regulations and demarcation criteria (remedies, food, feed, cosmetics). DIXA AG may request the necessary licenses for the purchase of items (e.g. operating, manufacture, wholesale, professional, alcohol licenses, etc.) from the Ordering Party/Customer at any time.

CONTRACT MANUFACTURING

The standard legal regulations apply for the manufacture of products for third parties. For the contract manufacturing of food supplements, a mutually signed contract manufacturing agreement must be in place outlining all responsibilities.

For other contract manufacturing, at the very least the formula used (bill of materials) or procedural instructions (where formula/bill of materials is not necessary/practical) must be confirmed by the Customer in writing.

The return of goods manufactured correctly under the contract manufacturing agreement is excluded. Additional expenses incurred in addition to the existing contract manufacturing agreement will be passed on. Deviations between the quantity ordered and delivered must be accepted provided that these are within the usual scope. The quantity effectively delivered will be invoiced.

TRANSFER OF BENEFITS AND RISK

Unless agreed otherwise, the benefits and risk are passed to the Ordering Party as soon as the goods have been shipped. The latest Incoterms apply.

DAMAGE DURING TRANSPORT

Externally visible transport damage must be reported to the haulage company immediately on receipt. The Recipient must refuse acceptance of the shipment or accept it under reservation – otherwise the warranty claim will expire. Damage that is not visible externally must be reported within seven (7) days of shipment.

QUALITY

The consistent quality and uniformity of herbal substances and items/products manufactured by DIXA AG cannot be guaranteed. Deviations within a batch/lot and from one batch/lot to another cannot be ruled out with natural products.

DIXA AG does not trade in or process medicines, remedies or active pharmaceutical ingredients. Nevertheless, DIXA AG's high-quality raw materials are often tested in accordance with internal specifications and based on pharmacopoeia monographs (e.g. PhEur). Neither the manufacturing process nor the release process is GMP-certified. Herbal raw materials, starting materials and intermediate products in bulk packaging units (including «OP» or aluminium composite foil bags) are intended for further processing and do not correspond to end consumer packaging.

Item and product information, specifications and analysis certificates are issued by DIXA AG's quality assurance and quality control departments. The analysis results and/or analysis values indicated come from DIXA AG's in-house laboratory, a contract laboratory or are provided by the supplier; no legally binding assurance of specific properties or suitability for a specific usage can be derived from these. DIXA AG hereby expressly declares that its item and product information, specifications and analysis certificates do not constitute warranties within the meaning of Art. 197(1) Swiss Code of Obligations (CO). DIXA AG cannot be held liable if the items/products deviate from the properties in these descriptions.

The analysis certificate does not release the Customer of DIXA AG from the obligation to carry out its own checks on the identity and properties of the item/product and its suitability for the intended use. Contamination with insects/pests cannot be ruled out in the case of natural products. Prophylactic CO₂ disinfestation is recommended and is something DIXA AG is happy to carry out on behalf of the Customer.

DEFECTS/LIABILITY

Insofar as it is permitted by law and unless stipulated otherwise below all defect-related rights are excluded. Warranty claims from damages incurred as a result of a delay in delivery are specifically excluded. Any liability for consequential or other damages arising directly or indirectly from the use, ingestion or processing of items/products purchases is expressly excluded insofar as this is permitted by law.

Without CO₂ disinfestation, DIXA AG cannot accept any liability for items/products delivered or for consequential damages attributable to contamination with insects/pests. The Ordering Party must check deliveries immediately on receipt, but within seven (7) days at the latest, and before use of the same, and report any defects in writing. If it neglects to do so, the delivery is deemed approved. The return of accidentally ordered or custom-filled goods is excluded.

If, in spite of the exclusions above, DIXA AG acknowledges a defect, it is free to choose whether to deliver a replacement or to issue a credit for the defective goods.

Returns without prior consultation by phone with DIXA AG sales department will not be accepted or processed. The following items / containers / packages cannot be returned under any circumstances:

- If they are not packaged in their original condition or have already been opened.
- If handwritten additions or other modifications have been made (e.g., on the label).
- If the best-before date has been reached or exceeded.

FORCE MAJEURE

DIXA AG cannot be held liable for the non-fulfilment of contractual duties if the reason for this is outside of its control, i.e. due to force majeure, in particular but not limited to: natural events such as fire, floods, earthquakes, epidemics and pandemics; raw material shortages; official restrictions in connection with the protection of the population against threats (e.g. pandemics, terrorism, etc.); other official decrees (e.g. revocation of operating license); war; strikes; (international) economic sanctions; outages of public infrastructure (e.g. energy supply, public transport, etc.), etc.

PLACE OF JURISDICTION, PLACE OF PERFORMANCE AND APPLICABLE LAW

Subject to any mandatory legal provisions, the registered office of DIXA AG is the place of jurisdiction for any claims and the place of performance (for overseas contracting partners). This Contract is governed exclusively by Swiss law to the exclusion of the conflict of law (e.g. the Swiss PILA) and international provisions (e.g. the Vienna Convention).