

Supplemental Terms and Conditions for Sensory and Consumer Services

This Appendix for Sensory and Consumer Services (the “**Sensory and Consumer Terms**”) are appended to the MXNS Terms and Conditions for Services available at <https://www.merieuxnutrisciences.com/in/terms-conditions/> (the “**General T&Cs**”) and apply to all contracts for performance of sensory and consumer services such as sensory study or consumer test and related services (“**Sensory and Consumer Services**”) by MXNS. These Sensory and Consumer Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Sensory and Consumer Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. **Definitions**

“**Panelist(s)**” means the employee(s) of MXNS participating in a study as part of the Sensory and Consumer Services.

“**Participant(s)**” means collectively the Panelist(s) and the Volunteer(s) participating in studies or in a test part of the Sensory and Consumer Services.

“**Products**” means any product, device, substance or preparation used in the context of the Sensory and Consumer Services, property or of the Customer and/or provided or not by the Customer.

“**Volunteer(s)**” means the consumer(s), who are not employed by MXNS, participating in a study or a test as part of the Sensory and Consumer Services.

2. **Place of performance of the Sensory and Consumer Services**

2.1. The Sensory and Consumer Services shall be performed on MXNS's premises or, if applicable, on the premises designated in the corresponding Services order.

2.2. If the Sensory and Consumer Services are performed, in whole or in part, on the premises of the Customer, MXNS undertakes to ensure that any of the Participants required to work on said premises for the purposes of the Sensory and Consumer Services comply, on an ongoing basis, with the internal rules and regulations of the Customer, provided that such internal rules and regulations shall be disclosed in advance to MXNS by the Customer.

2.3. The Customer shall allow Participants such access to its installations as may be reasonably required to enable MXNS to perform the Sensory and Consumer Services in compliance with the Contract. The Customer is obligated to provide a secure place of work and safe working conditions for the Participants.

3. **Sensory and Consumer Services’ cancellation**

Any delay in the delivery of the Products resulting in particular in the postponement of the “field” stage or any postponement made at the request of the Customer less than eight (8) days before the scheduled date of the Sensory and Consumer Services will result in the application by MXNS of postponement charges amounting to thirty percent (30%) of the total amount of the Services, exclusive of tax. In any case, these postponement charges cannot be lower than the costs incurred by MXNS. MXNS has the right to offset any postponement/cancellation fee with the Service fee paid on account in advance (if any).

4. **Customer’s Products**

4.1. When the Products are the property of the Customer and/or are provided to MXNS by the Customer, Customer undertakes the following:

- (i) Customer represents and warrants that the Products are safe and suitable for the performance of the Services. Consequently, Customer agrees to provide MXNS with a document guaranteeing that the Products tested are suitable either for consumption or for any use as defined for the performance of the Sensory and Consumer Services, without any danger. Customer shall inform MXNS, in writing, of any precaution to be taken when using the Products, and any recommendations or restrictions on use relating to the Products tested. In particular, Customer agrees to formally notify MXNS, in writing, of the contraindications (such as the presence of allergens) applying to the health of certain categories of people (if applicable).
- (ii) Customer acknowledges that it is responsible for provision of the Products in sufficient quantities, and that any delay or no delivery of the Products could adversely impact the timing and completion of MXNS’ part of the Sensory and Consumer Services. Customer agrees that the Products will be shipped to MXNS free of charge and properly packaged and labeled. Customer represents and warrants that all necessary approvals under applicable laws, regulations and/or guidelines and other applicable regulatory approvals shall be obtained prior to the shipment of any Products.
- (iii) Customer further represents and warrants that it is the rightful owner of the Products, and has the power and authority to provide the Products to MXNS to perform the Sensory and Consumer Services.
- (iv) Customer agrees to indemnify and hold harmless MXNS for any third party claims related to the Products, in particular in the event of direct or indirect damage caused by the presence, handling, ingestion or use of the Products supplied.

4.2. When the Sensory and Consumer Services include “Home used test”, Products distributed to Volunteers shall be kept by them except in case of prior written opposite instructions given to MXNS by the Customer before the beginning of the Sensory and Consumer Services.

5. **Specific limitation of MXNS’ liability**

5.1. For the avoidance of doubt, MXNS will not be liable to the Customer for any damage caused by a Volunteer except insofar as such damage results from a breach of the Contract by MXNS.

6. **Personal data**

6.1. The following types of personal data related to the Participants may be processed during the course of Sensory Studies:

- Identification data: name, surname, date and place of birth, gender, socio-professional category, personal or family situation, photos, videos
- Contact data: postal address, email address, phone number
- Sensitive data, depending on the study: eating habits & food intolerances, data related to the consumption of

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alcohol, tobacco, drugs, known allergies, health data,
genetic data, racial or ethnic origin

6.2. MXNS is expressly authorized to transfer personal data related to the Participants to a subcontractor, whether or not located within the Area of Origin, that is involved in the processing and more broadly in the performance of the Services. Such transfer will only occur in accordance with the Privacy Legislation.