General Terms and Conditions

Nutraframe AB · Org. no. 559567-1503 · Stockholm, Sweden · Version 17 November 2026

1 Scope and acceptance

1.1 These General Terms and Conditions (the "Terms") apply to all services, quotations and orders between Nutraframe AB ("nutraframe") and its business clients (the "Client").

1.2 The Terms apply when the Client confirms an order or accepts a quoted fee for product development or samples. Section 2 (Confidentiality) applies from the first contact, once nutraframe has referred to these Terms.

2 Confidentiality

2.1 Each party shall keep confidential all information received from the other party, including prices, quotations, recipes, product specifications, product plans and information on suppliers and manufacturers ("Confidential Information").

2.2 Confidential Information may not be shared with third parties without the other party's written consent. This applies from the first contact and without time limit, but not to information that is public or must be disclosed by law.

2.3 Each party may share Confidential Information with its own employees, partners, manufacturers and suppliers to the extent needed for the collaboration, and is responsible for them keeping it confidential.

3 Orders via nutraframe

Product development, sourcing and manufacturer relationships are a core part of what nutraframe provides. To protect that work, the following applies.

3.1 Unless the Client is on a retainer with nutraframe or other terms have been agreed in writing in advance, each product that nutraframe develops or sources for the Client shall be ordered through nutraframe for eighteen (18) months from the date the Client first confirmed an order, or accepted a quoted fee for product development or samples, for that product. During this period the Client shall not order the product from the manufacturer, directly or through another company.

3.2 With the same exception as in 3.1, the Client shall not order any products from a manufacturer introduced by nutraframe, directly or through another company, for eighteen (18) months from the date nutraframe disclosed the manufacturer, unless the Client can show a documented business relationship with that manufacturer before that date.

3.3 nutraframe discloses the manufacturer of a product and the available product documents, including the product specification, certificate of analysis and certificates, only after the Client has confirmed an order or accepted a fee for that product as described in 1.2.

3.4 After the eighteen (18) month period, the Client is free to order the product directly from the manufacturer or from any other manufacturer, using the product composition shared under 3.5, but is under no obligation to do so. nutraframe does not guarantee the same price.

3.5 nutraframe shares the product composition (ingredients and amounts) to the extent the manufacturer allows. The full recipe, including raw material suppliers and flavourings, remains the property of the manufacturer and is not disclosed.

3.6 If the Client breaches 3.1 or 3.2, the Client shall pay nutraframe liquidated damages equal to the value of the Client's most recent order of the product concerned or, if no order has been placed, the quoted order value, with a minimum of SEK 50,000 (EUR 5,000) per product. This reflects the development work and manufacturer access nutraframe has provided.

4 Orders and delivery

4.1 An order is binding once nutraframe has confirmed it in writing. Email is sufficient.

4.2 If the Client changes or cancels a confirmed order, the Client pays the costs already incurred, such as raw materials, packaging and booked production time.

4.3 Development work, samples and test batches are invoiced as stated in the quotation, also when no order follows. Samples are for evaluation and may differ slightly from the finished product.

4.4 For production-related reasons, the delivered quantity may differ from the ordered quantity by up to plus or minus fifteen per cent (±15%). Such a variation does not constitute a defect, and the Client is invoiced for the quantity actually delivered.

4.5 Delivery times are estimates. nutraframe is not liable for delays caused by manufacturers, carriers or other circumstances beyond nutraframe's control, such as shortages of raw materials, strikes, transport disruptions or government decisions. If such a circumstance lasts more than sixty (60) days, either party may cancel the affected order, except for products already produced.

4.6 Unless otherwise stated in the quotation, prices include freight to one (1) delivery address in mainland EU.

4.7 The manufacturer may decline or pause production if the product, its labelling or its claims appear not to comply with applicable law. Costs and delays caused by this are borne by the Client.

4.8 Labels, packaging or raw materials supplied by the Client must meet the manufacturer's requirements. Delays, costs and defects caused by them are the Client's responsibility.

5 Quality, complaints and liability

5.1 Products are manufactured in accordance with applicable EU food law and the agreed product specification. Certifications depend on the manufacturer and are stated in the product specification. Ingredients of natural origin may vary from batch to batch. Minor variations in taste, colour, smell and texture between batches may therefore occur and do not constitute a defect, provided the product remains within the specification.

5.2 The stated shelf life applies when the products are stored under the recommended conditions. nutraframe is not responsible for damage caused by handling, storage or transport after delivery.

5.3 The Client shall inspect each delivery on receipt. Visible defects and quantity deviations shall be notified to nutraframe in writing within seven (7) days of delivery, stating the batch number and including photographs. Transport damage shall also be noted on the carrier's delivery receipt. Hidden defects shall be notified in writing without undue delay after they are discovered, and in any case within the product's shelf life.

5.4 Complaints are assessed on the basis of the agreed specification and the manufacturer's investigation, including analysis of retained samples. If a complaint is approved, nutraframe shall, at its own discretion, replace the defective products or credit the corresponding amount. The Client is not entitled to any other remedy.

5.5 nutraframe's total liability is limited to the invoiced value of the products or services the claim concerns. nutraframe is not liable for indirect loss, including loss of profit, lost sales or loss of goodwill. These limitations do not apply in cases of intent or gross negligence.

5.6 The Client, as the party placing the product on the market, is always responsible for the final product. This includes its labelling, its compliance with the rules of each market where it is sold, any notification or registration required, and all marketing and claims. The Client shall compensate nutraframe for any third-party claims arising from these.

5.7 Supplement compositions are often based on common ingredients. A similar composition made for another client is therefore not in itself a breach of these Terms. A composition is exclusive to the Client only if agreed in writing.

5.8 Products remain the property of nutraframe until paid in full.

6 Prices and payment

6.1 Prices, payment terms and delivery times are set out in each quotation. Prices exclude VAT. Quoted product prices are indicative and are fixed when nutraframe confirms the order, since raw material and production costs change over time.

6.2 On late payment, interest is charged in accordance with the Swedish Interest Act (räntelagen). nutraframe may pause production and deliveries while invoices are overdue.

6.3 nutraframe may require full or partial prepayment, for example for new clients or clients outside the EU.

7 Other

7.1 Deviations from these Terms apply only if agreed in writing. Email is sufficient. If a quotation or order confirmation differs from these Terms, the quotation or order confirmation applies. nutraframe may update these Terms, and the version referred to in the quotation or order confirmation applies to that order.

7.2 These Terms are governed by Swedish law. Any dispute shall be settled by Swedish general courts, with Stockholm District Court (Stockholms tingsrätt) as the court of first instance.