

NutriControl B.V. General Terms and Conditions

Clause 1: Applicability

These General Terms and Conditions apply to all offers, services, deliveries and agreements for and with clients of NutriControl B.V., hereafter referred to as: 'NutriControl'. These General Terms and Conditions are available in both a Dutch and English version. In the event of any discrepancies between these versions, the Dutch text prevails.

No General Terms and Conditions used by the Client apply.

Clause 2: General

2.1 In these General Terms and Conditions, the terms below are defined as follows:

- NutriControl: NutriControl B.V., with its registered office in Veghel, entered in the trade register under number 17120532, trading under the name 'NutriControl', as well as all legal entities and companies that are affiliated in a group, as referred to in Article 2:24b of the Dutch Civil Code.
- Client: NutriControl's counterparty to an agreement.
- Agreement: the contract for services given to NutriControl to conduct research and/or supply products and/or services and/or work, all in the broadest sense of the words.
- Work: the conduct of research and/or performance of analyses and/or supply of products and/or provision of advice and provision of services, all in the broadest sense of the words.
- Quotation: the obligation-free offer in writing from NutriControl to the Client to perform specifically described work for a particular price.
- Project plan: the description of the work as contained in the quotation.
- Research: NutriControl's research and performance of analyses on the basis of an assignment/project plan.
- Research results: the results of the research as disclosed to the Client by NutriControl in a (final) report.
- Certificate of Analysis (CoA): the official valid final report, containing the validated analysis results of the analytical testing performed.

Clause 3: Performance of the Agreement

- 3.1. The work will be performed by NutriControl in accordance with the assignment or project plan agreed on in mutual consultation.
- 3.2. The work will be performed by NutriControl in accordance with NutriControl's working methods which are known to the Client.
- 3.3. If NutriControl determines that the assignment from the Client gives reason for this, NutriControl has the right to have a third party perform the assignment. The costs of this are at the Client's expense.
- 3.4. The Client is responsible for the correct information, content, quality, labelling, packaging and prepaid delivery of the samples. If the Client does not comply with this obligation correctly, it is liable for any damage caused by this. NutriControl can stipulate further requirements for the content and delivery of the samples.
- 3.5. In case the delivery contains one or more samples, with (active) materials / components, which are potentially dangerous to the health and safety of employees, it is compulsory that this is stated both on the sample package and on the sample submission form, in accordance with the legal guidelines.
If the requirements for correct delivery of these samples are not met, the Client will be liable for any and all resulting consequential damages. NutriControl reserves the right to refuse samples such as those mentioned above at any given time.
- 3.6. The Client's sending of samples for analysis is regarded as the establishment of an agreement with NutriControl to which these General Terms and Conditions apply.
- 3.7. Unless NutriControl determines that safety or other serious considerations oppose this, or unless explicitly agreed otherwise in writing, samples are kept for a period of two weeks after analysis. After that time they are destroyed.
- 3.8. Analysis results are provided to the Client by means of a Certificate of Analysis (CoA). No rights may be derived from results provided before a Certificate of Analysis is provided and sent. Such results are always provisional.

Clause 4: Rates

- 4.1. The rates cited by NutriControl are always excluding VAT and additional costs.
- 4.2. NutriControl may adjust the rates in agreements and price lists once every six months on the basis of rising costs.
- 4.3. NutriControl has the right to adjust rates if the Client gives fewer or more assignments than agreed in writing.

Clause 5: Payment

- 5.1. All invoices from NutriControl must be paid within fourteen days after invoice date, without any invocation of set-off.
- 5.2. In the event of overdue payment, the Client is regarded as in default by operation of law and all court costs and extrajudicial costs are at the Client's expense. The extrajudicial collection costs amount to 15% of the invoice value, with a minimum of € 75. The Client also owes interest of 1% per month because of the late payment.
- 5.3. In the event of overdue payments, the amounts received are first regarded as in satisfaction of and applied to the payment of collection costs, then to the interest and after that to the main sum.
- 5.4. If payment is not made on time, NutriControl has the right to suspend its obligations and terminate its agreements with the Client.

Clause 6: Liability and Indemnification

- 6.1. NutriControl performs the services to the best of its knowledge and ability, based on its best-efforts obligation. NutriControl is only liable in the event of intent or gross negligence. Liability is also always limited to direct damage and capped at € 25,000. This liability clause applies not only to NutriControl and its employees, but also for third parties engaged by NutriControl.
- 6.2. NutriControl makes every effort to realise the agreed delivery periods and analysis periods. NutriControl is not liable for any damage resulting from the failure to meet a delivery period or analysis period.
- 6.3. The Client is liable with respect to NutriControl and indemnifies NutriControl against third-party claims if the Client fails to comply with its obligations correctly.

Clause 7: Confidentiality

- 7.1. NutriControl will treat the analyses produced, the results and any other confidential information of the Client confidentially, unless NutriControl is required by law to disclose these. NutriControl does have the right to use research findings and samples for comparison, statistical, analytical-technical or scientific purposes, whereby NutriControl explicitly ensures that the Client's identity is not disclosed.
- 7.2. The Client is required to observe confidentiality with respect to third parties concerning NutriControl's working method and equipment and to refrain from informing third parties about these. If the Client breaches this requirement, it incurs an immediately payable penalty of € 25,000. NutriControl also has the right to recover the damage actually suffered.
The Client is also not entitled to make NutriControl's name known to third parties, directly or indirectly (via a report, for instance), unless an authorised person at NutriControl has given consent for this.

Clause 8: Dutch Law and Competent Court

- 8.1. Dutch law applies to this agreement.
- 8.2. Disputes will be submitted to the competent court in Den Bosch.