

## General Terms and Conditions FooDirAct B.V. Foods and Beverages R&D Consultancy

FooDirAct B.V. is registered with the Dutch Chamber of Commerce (KVK) under number 89845099 and is located at Nieuwkuijsestraat 70 B, 5253AJ Nieuwkuijk, The Netherlands.

### Definitions

In these General Terms and Conditions, the following terms are taken to mean the following, unless explicitly indicated otherwise:

1. **Service Provider:** "FooDirAct B.V." a Foods and Beverages R&D Consultancy company, incorporated under Dutch law, established in the Netherlands and offering Services to the Client, hereinafter: FooDirAct.
2. **Client:** the legal person acting in the capacity of a profession or business who has appointed FooDirAct, has provided projects to FooDirAct for Services performed by FooDirAct, or to whom FooDirAct has made a proposal based on an Agreement.
3. **Offer:** any offer or quotation to the Client for the provision of Services by FooDirAct.
4. **Services:** the Services offered by FooDirAct in the field of Foods and Beverages R&D are (interim) executive R&D management, consultancy in R&D strategy development, support in strategy implementation, Innovation project and portfolio management, providing advice in the field of R&D capability assessment, due diligence, development and/or restructuring, as well as providing workshops and training related to forementioned fields.
5. **Agreement:** any Agreement and other obligations between the Client and FooDirAct, as well as proposals from FooDirAct for Services provided by FooDirAct to the Client and which are accepted by the Client and have been accepted and performed by FooDirAct, of which these General Terms and Conditions are an integral part.

### Article 1 – Applicability

1. These General Terms and Conditions shall apply to all offers, quotations, activities, assignments, agreements and negotiations irrespective of whether these result in an Agreement between FooDirAct ("Service Provider") and a third party ("Client") or its legal successors, unless otherwise agreed in writing. The General Terms and Conditions shall apply only if accepted, and confirmed in writing, by the Client.
2. Before a (remote) Agreement is concluded, the Client will be provided with these General Terms and Conditions. If this is not reasonably possible, FooDirAct will notify the Client on how to view the General Terms and Conditions. These General Terms and Conditions have been filed with the Chamber of Commerce in Utrecht, The Netherlands.
3. These General Terms and Conditions shall also apply to all agreements with FooDirAct where performance requires the services of third parties.

4. These General Terms and Conditions also apply to additional, amended and follow-up orders from the Client.
5. The Client's general terms and conditions, or any possible purchasing or other conditions of the Client are explicitly excluded.
6. If one or more provisions of these General Terms and Conditions are or are declared partially or wholly invalid or are destroyed, the other provisions of these General Terms and Conditions will remain in force and the invalid/voided provision(s) will be replaced by a provision with the same meaning as the original provision as far as possible.
7. Ambiguities about the content, explanation or situations that are not regulated in these General Terms and Conditions should be assessed and explained in the spirit of these General Terms and Conditions.
8. The applicability of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If these General Terms and Conditions refer to they, them/theirs, this should also be understood as a reference to he/him/his and she/her/hers, if and insofar as applicable.
10. Changes and additions made by FooDirAct to these General Terms and Conditions will become binding on the Client one month after being notified to the Client.
11. In the event that FooDirAct has not always demanded compliance with these General Terms and Conditions, it retains its right to demand full or partial compliance with these General Terms and Conditions.

## **Article 2 – Project proposals and quotations**

1. Quotations from FooDirAct shall be based on the information provided by the Client. The Client shall ensure, to the best of its knowledge, that it provides the essential information for structuring, performing and completing the Agreement.
2. All offers and quotations made by FooDirAct shall be free of obligation. Quotations shall be valid for a period of thirty (30) days, unless they specify a period for acceptance. FooDirAct shall be bound by the quotations only if acceptance thereof is confirmed in writing by the Client within thirty (30) days, unless stated otherwise. If an offer subject to contract is accepted by the Client, FooDirAct shall have the right to withdraw the offer within two (2) working days of receiving the acceptance.
3. Prices in such offers and quotations shall be exclusive of VAT and other government levies, as well as any costs incurred in the context of this Agreement, including shipment and administration costs, unless explicitly stated otherwise.
4. The Offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a proper assessment of the Offer. Any images and specific data in the Offer are only an indication and cannot be grounds for any compensation or termination of the Agreement.

5. If the acceptance deviates (on secondary matters) from the offer given, FooDirAct shall not be bound by it. In such event, the Agreement shall not be entered into in accordance with the said deviating acceptance, unless FooDirAct specifies otherwise.
6. In the event of a compound quotation FooDirAct shall not be obliged to perform part of the Agreement in return for a corresponding share of the stated price.
7. Offers or quotations shall not automatically apply to future assignments.
8. Delivery times in FooDirAct's offer are in principle indicative and do not entitle the Client to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.

### **Article 3 – Performance of Services and Provision of Information and Cooperation**

1. FooDirAct shall perform the Agreement to the best of its understanding, ability and expertise. FooDirAct undertakes to make every effort to perform the obligations and provide the agreed quality within the agreed time. FooDirAct shall be obliged to perform to the best of its ability; FooDirAct has no obligation to achieve a result under the Agreement entered into with the Client.
2. If the term agreed upon is exceeded, for whatever reason, the Client shall never have the right to dissolve the Agreement or to claim compensation for damage or loss.
3. If it is agreed that the Agreement will be performed in phases, FooDirAct may suspend performance of the components relating to the next phase until the Client has approved the results of the preceding phase in writing.
4. The Client shall ensure the timely provision to FooDirAct of all information that FooDirAct may specify to be necessary or which the Client may reasonably be expected to understand to be necessary for performance of the Agreement. The Client shall ensure that this information is correct and complete.
5. If information required for performance of the Agreement is not provided to FooDirAct in good time, FooDirAct shall have the right to suspend performance of the Agreement and/or to charge to the Client any extra costs arising due to the delay at the usual rates. If and to the extent that the Client so requests, the Items provided will be returned to the Client.

### **Article 4 – Conclusion of the Agreement**

1. The Agreement is concluded when the Client has accepted an Offer or Agreement from FooDirAct by returning a signed copy (scanned or original) or any other acceptance in writing to FooDirAct.
2. FooDirAct is not bound to an Offer if the Client could reasonably have expected, could have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.

3. If the Client cancels an already confirmed order, the costs already incurred (including the time spent) will be charged to the Client.
4. Every Agreement that is entered into with FoodirAct or a project that is awarded by the Client to FoodirAct, rests with the company and not with an individual person who is connected to FoodirAct.
5. The Client's right of withdrawal is excluded.
6. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfilment of all obligations ensuing from the Agreement.

### **Article 5 – Changes to the Agreement**

1. Parties shall in good time enter into negotiations to amend the relevant parts of the Agreement if, during performance of the Agreement, it becomes apparent that certain circumstances obstruct or may obstruct proper performance of the Agreement.
2. The Client accepts that the timeframe of the Agreement may be affected if the parties subsequently decide to amend the strategy, working procedure or scope of Agreement and the resultant activities.
3. If actions of the Client result in subsequent amendments during performance of the Agreement or amendments or extensions prove necessary for proper performance of the Agreement, FoodirAct and the Client shall cooperate to amend the Agreement. The Agreement shall then be performed only after FoodirAct has given written consent.
4. If the amendment of the Agreement leads to additional work, FoodirAct shall be entitled to charge the extra costs involved to the Client.
5. FoodirAct shall not charge any additional costs if the amendment or additions to the Agreements are the result of circumstances attributable to FoodirAct.
6. If, during the Agreement, activities are carried out for the benefit of the profession or business of the Client and are not within the context of the activities agreed upon in the confirmation of the assignment, these activities shall be deemed, based on the related notes and documents in the records of FoodirAct, to be performed under an *ad hoc* Agreement with the Client. These notes and documents should relate to interim consultations between the Client and FoodirAct.

### **Article 6 – Workshops and Trainings**

1. If an order has been given for this, FoodirAct can provide workshops for the Client. If a workshop is referred to below, this is also understood to mean a training.
2. The workshop takes place at the location of the Client or a jointly agreed location. If the workshop takes place at the location of the Client, the Client is obliged to make the facilities required for the workshop available on time. If a workshop cannot take place or is delayed because the Client has

not complied with the aforementioned obligation, all consequences resulting from this will be at the expense and risk of the Client. FooDirAct is also entitled to give instructions with regard to the suitability of the location and the available facilities before the start of the workshop.

3. The content of the workshop offered by FooDirAct and any advice provided during the workshop are not binding and merely advisory, but FooDirAct will observe its duties of care. As far as possible, the workshop will be tailored to the requirements of the Client as well as the needs of the other participant(s).
4. The Client will notify FooDirAct in writing before the start of the workshop of all circumstances that are or may be important, including any points the Client wishes to prioritise.
6. FooDirAct is entitled to cancel the workshop or move it to another date if there are too few registrations. Parties will consult on this. If there are too many registrations, FooDirAct is entitled to have the workshop take place in several sessions. If applicable, the aforementioned situations will be discussed in time with the Client. If necessary, additional agreements are also made. If applicable, costs already incurred will be charged additionally.
7. If amendments to the Agreement result in amendment of the date of a workshop, the following amendment costs shall apply: in the event of any amendments agreed more than four (4) weeks before the starting date of the workshop, no amendment costs will be payable; in the event of amendments agreed two (2) to four (4) weeks before the starting date of the workshop, amendment costs of 15% of the price for the workshop as specified in the quotation will be payable; in the event of amendments agreed one (1) to two (2) weeks before the starting date of the workshop, amendment costs of 30% of the price for the workshop as specified in the quotation will be payable; in the event of amendments agreed less than one (1) week before the starting date of the workshop, amendment costs of 60% of the price for the workshop as specified in the quotation will be payable.
8. If amendments to the Agreement result in cancellation of a workshop, the following cancellation costs shall apply: in the event of any amendments agreed more than four (4) weeks before the starting date of the workshop, no cancellation costs will be payable; in the event of amendments agreed two (2) to four (4) weeks before the starting date of the workshop, cancellation costs of 25% of the price for the workshop as specified in the quotation will be payable; in the event of amendments agreed one (1) to two (2) weeks before the starting date of the workshop, cancellation costs of 50% of the price for the workshop as specified in the quotation will be payable; in the event of amendments agreed less than one (1) week before the starting date of the workshop, cancellation costs of 100% of the price for the workshop as specified in the quotation will be payable.

## **Article 7 – Engagement of third parties**

1. If proper performance of the Agreement so requires, FooDirAct shall have the right to engage third parties to perform all or part of the Agreement, without giving notice to the Client.
2. The Client shall only enter into an agreement with third parties it wishes to involve in performance of the Agreement after consultation with FooDirAct.

3. FoodirAct shall assume no liability whatsoever for activities performed by a third party under an agreement between that third party and the Client.
4. Without prior consent of FoodirAct, the Client shall not give direct orders to any party acting in the name of FoodirAct, unless these orders are given to protect the safety of the Client, its personnel or its property.
5. If, within the context of the Agreement, FoodirAct or third parties engaged by FoodirAct perform activities at the location of the Client or a location designated by the Client, the Client shall provide all facilities desired (within reason) by those employees free of charge.

### **Article 8 – Liability**

1. FoodirAct shall not be liable for damage, in any shape or form, if the Client provides FoodirAct with incorrect and/or incomplete information, unless FoodirAct should have been aware of this inaccuracy or incompleteness.
2. FoodirAct shall not be liable for any damage that the Client and/or third parties may suffer as a result of the Client's and/or third parties' use and/or performance of services provided by FoodirAct. Under no circumstances may compensation be claimed for damage resulting from loss of income on the part of the Client (in whatever way this was caused) or for indirect or consequential damage. To the extent necessary, the Client shall indemnify FoodirAct against any possible claims by third parties.
3. Except, the Client shall indemnify FoodirAct, its employees and/or third parties engaged by FoodirAct against all claims, for whatever reason, by third parties for damage, interest and costs caused by or in relation to performance of the assignment.
4. In the case of intent or gross negligence on the part of FoodirAct the Service Provider shall not be held liable for a sum amounting to more than the sum of the assignment, as far as that sum was agreed in writing.
5. Contrary to the provisions of the above subsection of this article, liability shall be limited to the part of the fee payable for the last three months if the term of the Agreement is longer than three months.
6. FoodirAct shall not be liable for damage or destruction of Items during transport or dispatch by mail, regardless of whether the transport or dispatch is done by or on behalf of the Client, FoodirAct or third parties.
7. If FoodirAct is liable for direct damage, such liability shall never exceed the sum of the account. Liability will never exceed the sum of the amount to be paid out by FoodirAct's insurer if such an occasion arises.

### **Article 9 – Confidentiality**

1. Both parties shall maintain secrecy about all confidential information that they may obtain within the framework of the Agreement, whether from each other or from another source. Information

shall be regarded as confidential if this is notified as such by the other party or if this follows from the nature of the information.

2. If desired, the Client can request FoodirAct to sign a declaration of confidentiality, which request FoodirAct shall comply with within the framework of the Agreement.
3. If, under a statutory provision or judicial decision, FoodirAct is required to provide confidential information to third parties designated by law or by a court and FoodirAct cannot for that purpose invoke a legal right or a right acknowledged or allowed by the competent court to refuse to provide such information, FoodirAct shall not be obliged to pay compensation or compensate loss and the other party shall not be entitled to demand dissolution of the Agreement on the grounds of any loss suffered as a result of the said circumstance.

### **Article 10 – Property rights, protection of services delivered and intellectual property**

1. FoodirAct reserves the right to offer its services to any Client it accepts and to freely perform all relating activities, without any Client claiming the exclusive right to the services received or the activities performed on its behalf, unless this exclusive right is expressly agreed in writing.
2. FoodirAct reserves the right to use knowledge gained from performance of the activities for other purposes, providing no confidential information becomes known to third parties in this way.
3. The responsibilities arising from this article shall also extend to parties whose services are used by FoodirAct for performance of the Agreement, unless agreed otherwise in the particular case and notified to the Client.
4. FoodirAct shall retain title to and copyright on all Items provided by FoodirAct in relation to the services provided, including presentations, reports, advice, agreements, team plays, exercises, designs, agendas, plans, sketches, drawings, films, sound tracks, software and electronic or other files. The Items shall be used solely by the Client within the context of the Agreement and must not be reproduced, made public or brought to the notice of third parties by the Client without FoodirAct's prior consent, unless the nature of the Items provided dictates otherwise. Unless otherwise agreed, the Client may use results within the business activities of its own enterprise or organisation. Publication of these results shall be allowed if and insofar as there is reason to do so and if and insofar as the results are published in their entirety and state the name and have the approval of FoodirAct as the producer of these results.
5. FoodirAct reserves the right not to publish information relating to the Agreement until the Client has been notified of this intention and the contents of the information in writing. Publishing any information that could directly be traced to the Client shall be possible only if permission to do so is expressly granted.
6. Without prejudice to the other provisions of these general terms and conditions, FoodirAct reserves the rights and powers to which it is entitled under the Dutch Copyright Act [*Auteurswet*].
7. Models, methods and instruments developed and/or used by FoodirAct in performance of the assignment shall be and remain the property of FoodirAct. Publication or other forms of disseminating information on these matters shall be allowed only with the written consent of FoodirAct.

8. The Client shall not use the output of FoodirAct's activities until it has met its obligations to FoodirAct in respect of those activities.

### **Article 11 – Retention of title**

1. Products delivered by FoodirAct and covered by the retention of title may be sold only as part of normal business activities and must never be used as a means of payment, and shall remain FoodirAct's property for as long as the retention of title continues.
2. If FoodirAct wishes to exercise its ownership rights as referred to in this article, the Client shall give FoodirAct or third parties designated by FoodirAct unconditional and irrevocable permission, both now and for the future, to access all sites and locations where FoodirAct's property may be found and to take these products back.
3. The Client shall not pledge or encumber in any way products falling under the retention of title.
4. If third parties seize products delivered subject to retention of title or try to establish or enforce rights on those products, the Client shall notify FoodirAct as soon as could reasonably be expected.
5. The risk of loss of or damage to products being the subject of the Agreement shall be transferred to the Client as soon as the said products have *de jure* and/or *de facto* been supplied to the Client and therefore fall under the power of the Client or third parties designated by the Client.
6. The Client shall insure and keep insured products delivered subject to retention of title against damage caused by fire, explosion and water, as well as against theft, and shall make this insurance policy available for inspection on demand.
7. Divergence from the provisions of this article shall be permitted only if stated in writing.

### **Article 12 – Fees**

1. Fees and possible cost estimates are in principle in Euros and will be stated exclusive of VAT.
2. The parties may agree a fixed fee at the time of entering into the Agreement.
3. If no fixed fee is agreed, the fee will be determined on the basis of the hours actually worked. Fees will be calculated according to the conventional hourly or daily rates of FoodirAct for the period during which the activities are performed, unless a different hourly rate is agreed. A different hourly rate shall apply to specific services, including workshops and executive management services.
4. FoodirAct's rates shall include administrative charges and telephone expenses in the Netherlands.
5. The Client is obliged to fully reimburse the costs of third parties that are used by FoodirAct after approval by the Client, unless explicitly agreed otherwise.



6. Direct costs, such as costs related to travel, accommodation, shipping, etc., are charged to the Client and are thus specified in an invoice.
7. In the case of all quotations, only the actual time spent will be invoiced. If it becomes evident that the amount stated in the quotation is likely to be exceeded by more than 5%, invoicing will occur after consultation with the Client.
8. The Parties may agree that the Client must pay an advance. In principle, an advance of 50% is required for orders under € 10,000. The remainder must be paid after completion of the Services. For orders exceeding € 10,000, an advance of € 5,000 is required, with the remainder according to a pre-agreed payment arrangement. If an advance has been agreed, the Client must pay the advance before the performance of the Services is commenced.
9. Fees will be charged periodically in the case of assignments with a performance time of more than three (3) months.
10. The Client cannot derive any rights or expectations from a previously issued budget, unless the Parties have explicitly agreed otherwise.
11. Even if FoodirAct agrees a fixed fee or hourly rate with the Client, FoodirAct is nevertheless entitled to increase the fee or rate. FoodirAct shall notify the Client in writing of its intention to increase the rates. FoodirAct shall specify the extent of the increase and the date on which the increased rates shall take effect.
12. FoodirAct shall also be allowed to pass on price increases if the costs of, for example, wages and salaries change significantly between the time of the offer being made and the time of the Agreement being performed.
13. Furthermore, FoodirAct may increase its fees if it becomes clear during performance of the Agreement that the volume of work initially agreed or expected at the time of signing the Agreement was underestimated to such a degree, and this through no fault of FoodirAct, that FoodirAct cannot reasonably be expected to perform the agreed activities for the fee initially agreed. In such case FoodirAct shall notify the Client of its intention to increase the fees or rates. FoodirAct shall specify the extent of the increase and the date on which the increased rates shall take effect.
14. If the Client does not wish to accept the increased rates notified to it by FoodirAct, the Client shall have the right to give written notice to terminate the Agreement within two weeks of the said notification or to cancel the Agreement with effect from the date on which FoodirAct states that the adjusted rates will take effect.

### **Article 13 – Travel and logistics**

1. Costs for flights, hotels, transportation and meals, insofar as this is necessary for performance of the assignment shall be paid by the Client. These costs are charged to the Client and are thus specified in an invoice.
2. Travel time will be charged to the Client based on a previously agreed rate.

3. Transport will be arranged from the previous location of FooDirAct to the location of the activities to be performed, and from the location of the activities to be performed to the next location of FooDirAct. The term 'location of FooDirAct' shall mean the place of residence of FooDirAct or the location of the activities of FooDirAct (performed for the Client or third parties) if these activities immediately precede or follow the activities for which the transport was arranged.
4. A seat in Business Class will be arranged for flights longer than three (3) hours. All transport and flights will be arranged at a rate that will allow alterations and cancellations free of charge, unless the Client indicates in writing that it will accept the costs of alterations and cancellations in all cases. This shall also include all alterations or cancellations initiated by FooDirAct.
5. If the location of the agreed activities is more than one (2) hours from the location of FooDirAct, hotel accommodation can be arranged from the night preceding the activities until the morning following the activities. If the location of the agreed activities is more than three (3) time zones from the location of FooDirAct, hotel accommodation can be arranged from two nights preceding the activities until the morning following the activities.
6. Of the costs invoiced by hotels, the following shall be reimbursed by the Client: accommodation, tax on accommodation, meals at the hotel (restaurant or room service) and internet access. If the overnight stay is outside the Netherlands, the following costs shall also be reimbursed by the Client: telephone charges, mineral water and laundry services.
7. The Client shall pay for and arrange meeting facilities such as meeting rooms, LCD projectors, flip charts, office supplies and so on in accordance with the instructions of FooDirAct.
8. If FooDirAct has to pay for any of the above costs, FooDirAct shall send a specified invoice for these costs to the Client as soon as possible. The Client shall provide a cost centre/order number to which the costs can be allocated by FooDirAct, if necessary.

#### **Article 14 – Payment and Completion of Assignment**

1. Payment must be made within thirty (30) days of the date of invoice, unless otherwise agreed by the Client and FooDirAct. Contestation of invoices shall not suspend the obligation to make payment.
2. The Agreement shall be completed financially once payment has been approved by the Client. The Client shall inform FooDirAct to this effect within 30 days of the date of invoice. If the Client does not respond within that period of time, the payment will be deemed to be approved.
3. FooDirAct shall remain the owner of all products entrusted to the Client until they are fully paid for by the Client.

#### **Article 15 – Default**

1. After the due date the Client shall be deemed to be in default by operation of law and all claims FooDirAct shall have on the Client, of whatever nature, shall become immediately due and payable. The Client shall be liable, without any further notice of default being required, for interest

at the Dutch statutory interest rate per month or part of a month on all amounts not paid by the due date for payment, from that day until the day on which payment is received in full.

2. FoodirAct shall also be entitled to charge to the Client extrajudicial collection costs of 15% of the outstanding amount(s), with a minimum of €250, as well as the actual judicial collection costs reasonably incurred.
3. If the payment default continues for more than one (1) month, FoodirAct may suspend performance of the Agreement until payment has been received in full.
4. FoodirAct's claims against the Client shall become immediately due and payable if the Client is wound up, declared insolvent or bankrupt or its assets are attached or suspension of payment is granted.
5. FoodirAct shall be entitled to apply payments made by the Client firstly against costs, secondly against overdue interest and lastly against the principal sum and current interest. FoodirAct shall have the right, without this leading to default on the part of FoodirAct, to refuse an offer for payment if the Client designates a different sequence of application. FoodirAct shall be entitled to refuse full payment of the principal sum if the said payment does not include overdue interest, current interest and costs.
6. If the Client fails to fulfil its obligations as they fall due, all costs, whether extrajudicial or otherwise, incurred in order to collect amounts due shall be borne by the Client.

## **Article 16 – Suspension and dissolution**

1. The Agreement shall be entered into for a specific period of time, unless the nature of the Agreement indicates differently or the parties expressly agree otherwise in writing. Both parties shall have the right to terminate the Agreement, whether prematurely or otherwise, in writing at any time, providing they state their reasons for doing so and duly observe the agreed notice period.
2. FoodirAct may suspend fulfilment of the obligations or dissolve the Agreement if:
  - the Client does not fulfil or does not wholly fulfil its obligations under the Agreement;
  - after signing the Agreement, FoodirAct learns of circumstances giving good grounds for fearing that the Client will not fulfil its obligations. If good grounds exist to fear that the Client shall only partially or improperly fulfil its obligations, suspension shall be allowed only insofar as the shortcoming justifies such action;
  - circumstances arise of such nature that fulfilment of the obligations becomes impossible or can no longer be reasonably and fairly demanded, or if other circumstances arise of such nature that continuation of the Agreement can no longer be reasonably demanded;
  - the Client was asked at the time of signing the Agreement to provide security to guarantee fulfilment of its obligations under the Agreement and this security is not provided or is insufficient.
3. In the event of premature termination of the Agreement, one (1) months' notice shall be given for assignments with a duration of two (2) months or longer. Two (2) weeks' notice shall be given for assignments with a duration of less than two (2) months, while one (1) weeks' notice shall be given for assignments with a duration of less than one (1) month.

4. Without further notice of default or judicial intervention being required FooDirAct may choose to:
  - suspend performance of the Agreement until it believes that payment is sufficiently secure, and/or
  - dissolve with retroactive effect, by giving written notification, each of its Agreements with the Client without any liability to pay compensation and without prejudice to its rights under any Agreement with the Client.
5. If the Agreement is dissolved, FooDirAct's claims against the Client shall become immediately due and payable. If FooDirAct suspends fulfilment of its obligations, it shall retain its rights under law and the Agreement.
6. If the Agreement is terminated prematurely by the Client, FooDirAct shall, if so requested and in liaison with the Client, arrange for the activities still to be performed to be transferred to third parties. If the transfer of activities still to be performed results in extra costs being incurred by FooDirAct, these costs shall be charged to the Client.
7. FooDirAct shall always retain the right to claim compensation.
8. If the Agreement is terminated prematurely, whether by the Client or FooDirAct, the Client will be liable to pay FooDirAct for the activities performed until the time of the termination and the costs made in connection with performing the Agreement until the time of the termination, including costs relating to obligations that FooDirAct entered into with third parties in connection with performance of the Agreement. FooDirAct may also claim compensation from the Client based on the average amount charged by FooDirAct to the Client up until then, for the period from cancellation until the end of the Agreement.
9. The Client shall compensate FooDirAct for all costs and damage suffered as a result of the premature termination of the assignment, if and insofar as the reason for the premature termination is not attributable to FooDirAct. The following cancellation costs shall apply if a workshop is cancelled: in the event of termination of the Agreement more than four (4) weeks before the starting date of the workshop, no cancellation costs will be payable; in the event of termination of the Agreement two (2) to four (4) weeks before the starting date of the workshop, cancellation costs of 25% of the price for the workshop as specified in the quotation will be payable; in the event of termination of the Agreement one (1) to two (2) weeks before the starting date of the workshop, cancellation costs of 50% of the price for the workshop as specified in the quotation will be payable; in the event of termination of the Agreement less than one (1) week before the starting date of the workshop, cancellation costs of 100% of the price for the workshop as specified in the quotation will be payable. Any costs resulting from the cancellation of flights or transport shall at all times be paid by the Client.
10. Either party may terminate the Agreement without due observance of a notice period if:
  - the other party applies for suspension of payment;
  - a petition for the other party's bankruptcy or insolvency is filed, or
  - the other party violates a provision of the Agreement and fails to remedy that violation within fourteen (14) days of being instructed to do so.
11. In the event of termination under the provisions of this article the Client and FooDirAct shall both be obliged to fulfil their obligations in full until the date of termination.

12. If the term for performance is exceeded, the Client shall give written notice of default to FoodirAct.
13. If a deadline for performing certain activities within the duration of the Agreement is agreed, such shall never be a final deadline.

#### **Article 17 – Return of products made available to the Client**

1. If FoodirAct makes products available to the Client during and in connection with performance of the Agreement, the Client shall return the supplied products within fourteen (14) days in their original state, free of defects and in their entirety, if so requested by the Client. If the Client fails to fulfil this obligation, all resultant costs shall be borne by the Client.
2. If, for any reason whatsoever, the Client continues to fail to perform the obligation referred to in subsection 1. above, after being instructed to do so, FoodirAct shall be entitled to recover the resultant losses and costs, including replacement costs, from the Client.

#### **Article 18 – Force majeure**

1. Parties shall be released of their duty to fulfil an obligation if they are prevented from doing so through no fault of their own and by circumstances that cannot be attributed to them by virtue of law, a legal act or generally accepted practice.
2. In addition to the provisions of the law and case law in this respect, force majeure shall in these general terms and conditions also be deemed to include any external circumstance, whether foreseen or otherwise, on which FoodirAct cannot have any influence, but which prevents FoodirAct from fulfilling its obligations. Industrial action at FoodirAct's business shall also constitute force majeure.
3. FoodirAct shall also be entitled to invoke force majeure if the circumstance rendering fulfilment or further fulfilment of the obligation(s) impossible commences after the date on which FoodirAct should have fulfilled its obligation(s).
4. The parties shall be entitled to suspend fulfilment of their obligations throughout the duration of the force majeure. If this period lasts for more than two (2) months, either party shall be entitled to dissolve the Agreement without any obligation to compensate the other party.
5. Insofar as FoodirAct has already partially fulfilled or shall be able to fulfil its obligations under the Agreement at the time the force majeure commences and insofar as separate value can be attributed to the part already or still to be fulfilled, FoodirAct shall be entitled to issue a separate invoice for the part already or still to be fulfilled. The Client shall pay this invoice as if it related to a separate Agreement.
6. The parties shall inform each other as soon as possible and in as much detail as possible of any actual or possible force majeure.

## Article 19 – Indemnification and Accuracy of Information

1. The Client shall indemnify FooDirAct against all third-party claims arising from the work performed for the Client, including but not limited to intellectual property rights on materials, data and information provided by the Client to be used for and during the performance of the Agreement and/or the acts or omissions of the Client towards third parties.
2. The Client shall guarantee that any data carriers, electronic files, software and so on provided to FooDirAct shall be free of viruses and defects.

## Article 20 – Inspection and complaints

1. The Client is responsible for the correctness, reliability and completeness of all data, information and/or documents in any form it provides to FooDirAct in the context of an Agreement, as well as for the data it has obtained from third parties and which have been provided to FooDirAct for the performance of the Service.
2. The Client indemnifies FooDirAct from any liability as a result of non-fulfilment or late fulfilment of the obligations with regard to timely provision of all correct, reliable and complete data, information and/or documents.
3. The Client indemnifies FooDirAct against all claims of the Client and third parties engaged or employed by it, as well as of the Client's customers, based on a failure to obtain, or a failure to obtain on time, any subsidies and/or consents required in the context of the implementation of the Agreement.
4. Within two (2) weeks of the invoice and no later than three (3) weeks after completion of the activities concerned the Client must notify FooDirAct in writing of any complaints about activities performed. The notification must give as detailed a description as possible of the shortcoming so that FooDirAct is in a position to respond adequately.
5. If a complaint proves to be well-founded, FooDirAct shall subsequently perform the agreed activities, unless such has since become demonstrably useless for the Client. The Client must give notification of this in writing.
6. If it is no longer possible or useful to subsequently perform the agreed activities, FooDirAct shall only be liable within the limits of the arrangements for financial settlement stated in these general terms and conditions.

## Article 21 – Transfer of risk

1. The risk of loss of or damage to the products being the subject of the Agreement shall be transferred to the Client as soon as the said products are *de jure* and/or *de facto* delivered to the Client and therefore fall under the power of the Client or third parties designated by the Client.

## Article 22 – Applicable law and validity

1. Dutch law shall apply to each and every Agreement between FoodirAct and the Client, even if the Client is resident or established outside the Netherlands.
2. The parties shall seek recourse to a court only if they have done their utmost to resolve the dispute by mutual agreement.
3. FoodirAct has the right to change these General Terms and Conditions and will inform the Client thereof.
4. If these General Terms and Conditions are amended during the term of the Agreement, the new terms and conditions will be sent to the Client, which will be requested to confirm acceptance by signing the new terms and conditions.
5. The most recently filed version shall always apply, or, as the case may be, the version valid at the time of the Agreement being entered into.
6. All disputes arising from or in connection with the Agreement between FoodirAct and the Client will be settled by the competent court of the Oost-Brabant court, unless mandatory provisions of law designate another competent court.

Nieuwkuijk, 24<sup>th</sup> April 2023