

**GENERAL TERMS AND CONDITIONS**  
**NORMEC FOODCONTROL MARCH 2022**

**1. DEFINITIONS**

- 1.1. *Contractor*: NORMEC FOODCONTROL NV, with registered office at Honderdweg 13, 9230 Wetteren (Belgium) and registered with the Crossroads Bank of Enterprises under the number 0898.074.203 (RPR Ghent, Dendermonde division), or any other company within Normec Foodcare that offers services to Contractor.
- 1.2. *Client*: any natural or legal person on whose instructions Contractor performs services.
- 1.3. *Agreement*: the agreement between Contractor and Client.

**2. SCOPE**

- 2.1. These general terms and conditions apply to all quotations and/or agreements under which Contractor performs services and to all orders accepted by Contractor, including orders placed via email, web portal, orders placed by telephone or by sending a sample stating customer details.
- 2.2. Deviations from these general terms and conditions shall only be valid if expressly agreed in writing or by email between Client and Contractor.
- 2.3. The Contracted Party and the Client explicitly reject the applicability of any general (purchase) conditions used by the Client.
- 2.4. If one or more of the provisions in these general terms and conditions are invalid or may be annulled, the other provisions of these general terms and conditions will remain fully applicable.
- 2.5. These general terms and conditions replace all previous oral or written offers and agreements between the Contractor and the Client.

**3. OFFERS AND QUOTATIONS**

- 3.1. The offer and all quotations of the Contractor are entirely without obligation. Contractor reserves the right to refuse (parts of) assignments.

- 3.2. If the acceptance by the Client deviates (on minor points) from the Contractor's offer, then the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance.
- 3.3. Obvious mistakes or errors in offers, agreements or e-mail messages from the Contractor are not binding on the Contractor.
- 3.4. Quotes, prices and rates do not automatically apply to future assignments or agreements between the Client and the Contractor.
- 3.5. Verbal agreements shall bind the Contractor only after and insofar as they have been confirmed in writing by the Contractor.
- 3.6. The prices stated in a quotation or offer are based on performance of the Agreement in Belgium during regular working hours from 8:00 a.m. to 6:00 p.m. and working days from Monday to Friday, unless otherwise indicated. See Article 8 for any applicable surcharges.

**4. CONCLUDING OF THE AGREEMENT**

The agreement is concluded when (i) Client has signed and returned to Contractor an offer or Agreement, (ii) an order is accepted by Contractor in writing, or (iii) Contractor proceeds to execute an order.

**5. EXECUTION OF THE AGREEMENT**

- 5.1. The Contractor's commitment is an obligation of effort and not an obligation of result.
- 5.2. The Contractor determines at its own discretion the working method, method and equipment with which the agreed work will be carried out. If the Contractor follows express requests or instructions of the Client, the Client will bear the responsibility thereof. Client shall indemnify Contractor against all consequences thereof.
- 5.3. Contractor shall be free to assign and change an employee of its choice for the performance of the Agreement. The Contractor is also authorized to use third parties in the performance of the Agreement.
- 5.4. If the Contractor cooperates with a third party designated by the Client in the execution of the

- Agreement, the Contractor cannot be held responsible for the actions and/or omissions of this third party.
- 5.5. All reports, certificates etc. produced by or on the instructions of the Contractor shall remain the property of the Contractor until the Client has fulfilled all its financial obligations towards the Contractor.
- 5.6. The reports drawn up by the Contractor can only be used for the purposes specifically assigned to the report in question. Contractor shall bear no liability whatsoever for the contents of its reports if these are used for purposes other than those for which the report was drawn up. Any possible publication of analysis results shall always be under the full responsibility of the Client, who shall indemnify Contractor against all consequences and/or claims of third parties acting on the basis of the communicated analysis results or placing their trust therein. The report is one and indivisible and may in no case be used partially or split up. It relates only to the sample analyzed by Contractor. The Contractor cannot be held responsible if the sampling plan and/or the analysis scope prove to be inadequate or inadequate.
- 5.7. The reference to accreditation in the form of text may appear on informative or publicity documents used by the Client of accredited laboratories, in so far as this corresponds to the activities to which the certificate applies. The use of the BELAC symbol is not permitted. The Clients of accredited laboratories are, however, permitted, with the Contractor's permission, to reproduce test reports and certificates on which the accreditation symbol or reference to accreditation appears.
- 6. OBLIGATIONS CLIENT**
- 6.1. The Client must provide, at his own expense and risk, a workplace where the Contractor can perform the Agreement, which meets the requirements set by the applicable legislation. This workplace must be equipped with the usual facilities according to Belgian standards, including electricity, heat, lighting and water.
- 6.2. The Client shall ensure that the Contractor is granted timely access to land and/or buildings required for the performance of the work.
- 6.3. If the Contractor performs work on the Client's premises, the Client must give the Contractor the opportunity to perform the work under conditions that meet the statutory (safety) requirements and the Client is obliged to provide the Contractor with personal protective equipment, insofar as this is necessary for the safe performance of the agreed work.
- 6.4. The Client shall inform the Contractor of any dangers that may occur during the performance of the Agreement.
- 6.5. Where necessary, the Contractor may make use of the Client's emergency services organization.
- 6.6. The Client will provide all information required for the execution of the Agreement to the Contractor and will provide all required cooperation. The Client will also ensure that all information which the Contractor indicates is necessary or which the Client should reasonably understand is necessary for the fulfilment of the Agreement will be provided to the Contractor in good time. If the information required for the execution of the Agreement has not been provided to Contractor in good time, Contractor has the right to suspend the execution of the Agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the customary rates.
- 6.7. The Client warrants the accuracy, completeness, updating and reliability of the information provided to the Contractor, even if such information originates from third parties. If at any time data are not or no longer correct, complete, current and / or reliable, the Client will immediately take all actions to rectify this and will inform the Contractor as soon as possible.
- 6.8. If the Agreement relates to the examination of samples supplied by the Client, the Client will be responsible for the selection, representativeness, indications of codes, brand and product names and for making the samples available to the Contractor. The samples must be in such a condition that the preparation of reports or analyses is possible without problems. The Contractor shall be entitled to carry out a preliminary investigation into the condition of the samples or materials before proceeding to process the samples or draw up a report. The costs of this preliminary

investigation shall be borne by the Client if it appears that the samples or materials are unsatisfactory. If the preliminary investigation shows that analysis is not possible or is only possible under less favourable conditions than originally anticipated - e.g. impurities in the materials, mixing, degradation of the material - the Contractor will be entitled to cancel the order or to suspend its execution, in which case the costs incurred by the Contractor Party up to that time will be borne by the Client.

- 6.9. Unless otherwise agreed, all samples shall become the property of the Contractor. The Contractor may remove or destroy the samples immediately after the analysis has been carried out, unless expressly agreed otherwise. If the Client requests that materials be stored or returned, this shall always be done at the Client's expense and risk.
- 6.10. The Client is obliged to inform the Contractor without delay of any facts and circumstances that may be relevant in connection with the performance of the Agreement.
- 6.11. The Client must in all cases check the results, interpretations, assessments and conclusions provided by the Contractor himself if he wishes to rely on them in important matters, and does so at his own risk.
- 6.12. The Client shall indemnify the Contractor against any claims by third parties, such as the third parties engaged by the Contractor, who suffer damage in connection with the performance of the Agreement and which is attributable to the Client.
- 6.13. If the Client has not, not timely or not completely fulfilled his obligations towards Contractor or acts unlawfully towards Contractor, Contractor has the right to charge the Client for the costs and/or damage resulting from this and Contractor has the right to suspend its work.

## **7. FEES AND EXPENSES**

- 7.1. At the conclusion of the agreement, the rates payable by the Client shall be determined; this may be on the basis of a price determined in advance or on the basis of subsequent calculation.

- 7.2. Contractor always reserves the right to adjust prices; in the case of contracts, this increase will only take effect in the month following that in which the Client was notified of the increase in writing. However, this written notification is not necessary if the agreed quantities are not met or in the event of annual index adjustments (January of the calendar year). The reference index is that of the month of December of the year preceding the year in which the offer is drawn up. Contractor is also entitled to change the rates in the interim if the job evaluation, costs and/or prices on which the rates are based give cause to do so.

- 7.3. Third party costs incurred by the Contractor pursuant to the Agreement shall be charged separately.

- 7.4. In addition to the rates referred to in article 7.1, the Client shall owe additional costs such as, but not limited to, postage and copying costs, costs of third parties reasonably engaged in the execution of the Agreement and travel costs incurred by the Contractor in the execution of the Agreement.

- 7.5. All rates are exclusive of value added tax (VAT) or other government levies, unless otherwise agreed.

- 7.6. Waiting times and delays caused by unforeseen circumstances or by the Client's failure to meet its obligations, if these result in additional costs, will be charged to the Client.

- 7.7. The following applies to courses provided by Contractor:

7.7.1. course fees are due in advance. If payment is not made on time, Provider shall be entitled to terminate the agreement and charge for any damages;

7.7.2. course fees are based on factors that determine the price at the time of the Agreement, such as material costs and wages. In case of changes in one or more of these factors, Provider is entitled to adjust the prices accordingly. If the price adjustment is 10% or more within three months of the conclusion of

the agreement, the applicant/course participant has the right to cancel the course.

## **8. SURCHARGES**

8.1. If secondment work is performed outside the working hours mentioned in Article 3.6, the following allowances apply:

8.1.1. Monday to Friday outside the working hours referred to in Article 3.6: 35%.

8.1.2. Saturday: 50%.

8.1.3. Sunday and public holidays: 100%.

8.2. If Contractor is called upon urgently and not planned in advance, for example in case of a calamity or urgent collection/sampling, urgent analysis, an additional charge may apply. The Client will be informed of this in advance.

## **9. COMPLETION DATE**

If a completion date is agreed between Contractor and Client, Contractor shall endeavour to meet it. However, completion dates are not binding on Contractor. Exceeding a completion date cannot lead to any liability on the part of Contractor and any ensuing claims for compensation by the Client, or to the suspension of any obligation by the Client vis-à-vis Contractor.

## **10. INVOICING AND PAYMENT**

10.1. The Client shall pay the invoices received from the Contractor within 14 days of the invoice date, unless otherwise agreed.

10.2. Objections to the amount of the invoices do not suspend payment obligations on the part of the Client.

10.3. Payment shall be made by the Client without discount or set-off.

10.4. The Contractor is always entitled to demand that the Client pays an advance or provides security in some other way.

10.5. If the agreed payment term is exceeded, the Client will be in default without notice of default and will owe the Contractor the statutory interest rate for late payment in commercial transactions plus 3% per month (whereby periods shorter than one month will be regarded as full months). In addition, all actual

costs of collection (both judicial and extrajudicial) shall be borne by the Client.

10.6. Every payment made by the Client will first serve to settle any costs and interest owed and then to settle the longest outstanding payable invoices. The unreserved payment of (a part of) an invoiced amount shall be considered as acceptance of the invoice and executed orders.

10.7. The Contractor is entitled to suspend its obligations under the Agreement until all outstanding invoices have been paid by the Client.

## **11. TERMINATION**

11.1. A fixed-term agreement is not terminable in the interim. If the Client nevertheless terminates such agreement in the interim, he shall be obliged to pay the fee based on the full term of the agreement, as well as costs already incurred in connection therewith, to the Contractor.

11.2. An agreement for an indefinite period can be terminated in writing or by e-mail with a notice period of at least three months.

11.3. The Contractor shall be entitled, without any notice of default, judicial intervention or obligation to pay damages, either to suspend the performance of the agreement until further notice or to dissolve the agreement in whole or in part, in the event:

11.4. Client does not properly or timely comply with any obligation under the agreement;

11.4.1. there is reasonable doubt whether Client is able to fulfill its obligations under the agreement;

11.4.2. of bankruptcy, judicial or amicable dissolution, application for a WCO cessation of payments, liquidation or total or partial transfer of (the company of) the Client or any other fact indicating a possible deterioration of the solvency of the Client.

11.5. Furthermore, the Contractor is entitled to terminate the agreement if circumstances arise of such a nature that performance of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that the

unaltered maintenance of the agreement can no longer be reasonably expected.

11.6. The following applies to courses provided by Provider:

11.6.1. in the event of being prevented from attending, a colleague may replace the participant;

11.6.2. cancellation is possible in writing or by e-mail up to two weeks before the start of the course and against payment of €100 administration costs (or €50 if the course is still followed at a later date). If cancelled or rescheduled within two weeks before the course starts, the full course fee is due;

11.6.3. The Contractor reserves the right to reschedule the course date if the number of participants is too low.

11.7. If the agreement is dissolved, the claims of Contractor on Client are immediately due and payable. If the Contractor suspends the fulfilment of its obligations, it shall retain its claims under the law and the Agreement.

11.8. Contractor always retains the right to claim damages.

## **12. ADDITIONAL WORKS**

12.1. If, as a result of additional wishes on the part of the Client, both verbally and in writing, the work of the Contractor is increased or expanded, this is referred to as additional work. The Client shall owe the Contractor the costs of the additional work. Contractor will charge these costs to Client in accordance with the applicable rates.

12.2. Contractor cannot be obliged to carry out additional work.

12.3. The Client accepts that an extension or amendment of the Agreement may lead to an extension of the completion period.

## **13. COMPLAINTS**

13.1. Complaints about the services must be made by Client to Contractor in writing or by e-mail within 14 working days (except insofar as another mandatory deadline has been prescribed by law) after the services to which

the complaint relates has been performed, at the risk of forfeiting Client's rights. In this context, if the Contractor provides an advice, the Client is obliged to satisfy itself of the content of the advice.

13.2. If the Contractor considers the complaint well-founded, the Contractor shall, as far as possible and within the limits of reasonableness and fairness, remedy the irregularities.

13.3. A complaint does not suspend the Client's payment obligation.

## **14. LIABILITY AND STATUTE OF LIMITATIONS**

14.1. The Contractor shall only be liable for shortcomings in the performance of the agreement if, despite a written notice of default (including a reasonable period for performance), the Contractor does not act or does not act in a timely manner as may be expected of a reasonably competent contractor. The Contractor shall be similarly liable for third parties engaged by the Contractor in the performance of the Agreement.

14.2. The Contractor bears no liability for any damage that may occur to samples during transportation or at any facility or premises where services are provided. The Client shall at all times be responsible for the safety, packaging and insurance of the Sample from the time of shipment until the time of delivery to the Contractor's laboratories. The Contractor shall handle and store the samples in accordance with the applicable standards of care, but cannot be held liable for loss or destruction of samples, even after their receipt at its laboratories.

14.3. Should the Contractor be liable, such liability shall be limited to the amount of the payment made by the Contractor's insurer. If, in any given case, the insurer makes no payment, the Contracted Party's liability will be limited to the amount charged by the Contracted Party to the Client during the last three months for the activities to which the liability relates, subject to a maximum of € 10,000.

14.4. In the case of a label assessment, the Contractor's liability will be limited to a maximum of the amount charged by the

- Contractor to the Client for the label assessment in question.
- 14.5. Indirect damage (such as consequential damage, loss of profit, missed turnover, missed savings, damage to reputation, damage caused by delay, fines imposed and damage caused by business interruption) is excluded from compensation.
- 14.6. The limitations of liability included in these general terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the Contractor or third parties engaged by the Contractor in the performance of the contract.
- 14.7. The Client and the Contractor both have a duty to mitigate damages.
- 14.8. The Client's rights of action and other powers of whatever nature vis-à-vis the Contractor lapse in any event 1 year after the day on which the Client became aware or could reasonably have become aware of their existence (except in so far as another period is prescribed by mandatory law).
- 15. FORCE MAJEURE**
- 15.1. Force majeure is understood to mean: circumstances that delay and/or prevent the execution or performance of the agreement and which cannot be attributed to the Contractor. These circumstances include: fire, theft, acts of war, riots, strikes, sit-down strikes, business interruptions, war, severe weather, situations of actual inaccessibility of the work, delay or cessation in the supply of necessary data or information by or on behalf of the Client and/or third parties engaged for the performance of the Agreement and changes in regulations.
- 15.2. If Contractor is prevented by force majeure from fulfilling his obligations in the normal way, then Contractor has the right, without judicial intervention, either to suspend the performance of the agreement for three months, or to terminate the agreement in whole or in part, without being obliged to pay compensation. During the suspension the Contractor is entitled, as well as after the expiry of the three months, to opt for performance or for full or partial termination of the agreement.
- 15.3. All work carried out by the Contractor up to the point of force majeure will be charged to the Client.
- 15.4. The Contractor is also entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Contractor should have fulfilled its obligation
- 16. IP**
- The intellectual and industrial property rights to reports, certificates, advice, teaching materials and other documents issued to the Principal (including reports issued by means of computer connections, online means of telecommunication or any other digital representation) are vested exclusively in the Contractor. The Client is only permitted to disclose these materials to third parties or to give them in use after he has fulfilled all his obligations vis-à-vis the Contractor and has obtained prior written permission from the Contractor.
- 17. CONFIDENTIALITY & DUTY OF DISCLOSURE**
- 17.1. If Contractor is required by law to comply with a reporting obligation, the Client shall always be notified before reports or information are passed on to the official/competent authorities.
- 17.2. Both parties undertake to keep secret all confidential information received from the other party. The Client further undertakes not to disclose any advice and/or other confidential information (e.g. on the working method or equipment of the Contractor) to third parties.
- 17.3. If a party - on the basis of a statutory provision or a judicial decision - is required to disclose confidential information to third parties designated by law or the competent court and cannot invoke a legal right to refuse to give evidence or such a right acknowledged or permitted by the competent court, that party will not be required to provide confidentiality or compensation
- 18. PERSONAL DATA**
- 18.1. The Client warrants and undertakes that the personal data collected, processed and transferred by the Client are in compliance with applicable data protection legislation.

- 18.2. As the Contractor has no direct relationship with the relevant data subjects whose personal data is provided to the Contractor by the Client, the Client agrees to perform the Contractor's obligations under applicable data protection legislation towards such data subjects. More specifically, Principal shall:
- 18.2.1. inform the data subjects of the processing of the personal data relating to them, including the Client's processing of such personal data in accordance with these General Terms and Conditions and the Agreement;
  - 18.2.2. obtain data subjects' consent to the processing of personal data where required under applicable data protection law
  - 18.2.3. process requests from data subjects to exercise their rights under Chapter III of the General Data Protection Regulation EUR 2016/679 ("AVG");
  - 18.2.4. be responsible for all notifications to data subjects as a result of a personal data breach.
- 18.3. To the extent that the Contractor can be considered a processor within the meaning of the AVG, the Contractor and the Client shall, where appropriate, enter into the necessary legal documentation (such as e.g. a processor agreement) in accordance with the applicable data protection legislation in addition to the Agreement and these General Terms and Conditions.
- 18.4. To the extent that the Client can be considered a data controller within the meaning of the AVG, the Contractor will only process these personal data in accordance with the applicable data protection legislation
- 18.5. Contractor will take appropriate security measures to protect personal data from unauthorized access.
19. **TRANSFER OF PERSONNEL (ONLY APPLICABLE IN CASE OF SECONDMENT OR HIRING OF PERSONNEL)**
- 19.1. The Client or persons and enterprises affiliated with the Client (within the meaning of article 1:20 of the Companies and Associations Code)
- are prohibited, without the prior written consent of the Contractor, during the term of the Agreement and within 2 years of the end of the Agreement, from employing or otherwise hiring or involving employees of the Contractor (or of persons and enterprises affiliated with the Contractor (within the meaning of article 1:20 of the Companies and Associations Code), or of its subcontractors) or from conducting negotiations with those employees for that purpose.
- 19.2. In the event of a breach of the foregoing provision, the Client shall owe the Contractor an immediately payable penalty, without notice of default being required, in an amount equal to one year gross salaries of that employee plus €1,000 for each day or part of a day that the breach continues after notice of default, such without prejudice to the Contractor's right to claim performance or additional compensation.
- 19.3. In exceptional cases, and only after written agreement by a director of the Contractor, taking over an employee is negotiable. This will be done for a fixed fee of € 50,000 unless agreed otherwise..
20. **TRANSFER**
- Client shall not transfer any rights arising from the Agreement or these General Terms and Conditions to third parties without the prior written consent of Contractor.
21. **VARIOUS**
- 21.1. Client expressly acknowledges that the provisions set forth in these general terms and conditions and the Agreement are necessary to protect Client's interests. However, if one of the provisions of these general terms and conditions or the Agreement should exceed the legal limitations with regard to duration, territory or object or any other legal limitation, this provision will not be null and void but the Contractor and the Client will be deemed to have agreed on a provision in accordance with the maximum permitted by the applicable law and the provision of these general terms and conditions or the Agreement that exceeds these limitations will be automatically adjusted.
- 21.2. The rights of the Contractor and the Client under these general terms and conditions and

the Agreement may be exercised as often as necessary. Except as otherwise expressly provided, any failure or delay by the Client or the Contractor in exercising any right or remedy, or the partial exercise thereof, shall in no event be deemed to be a waiver of such right or remedy, or of any other right or remedy upon which the Contractor or the Client may rely. Unless otherwise provided in these general terms and conditions or the agreement, any waiver or modification must be made in writing.

**22. APPLICABLE LAW AND COMPETENT COURT**

- 22.1. These general terms and conditions and any agreement between the Contractor and the Client shall be governed by Belgian law.
- 22.2. All disputes between the Client and the Contracted Party which may arise as a result of or in connection with these general terms and conditions or the agreement will be settled by the competent court in the district where the Contracted Party has its registered office, to the exclusion of any other..