

## GENERAL TERMS AND CONDITIONS

### Normec MFQI/Maas

#### **Artikel 1. Definitions**

- 1.1. Contractor: the company within Normec MFQI/Maas offering the Client services.
- 1.2. Client: any natural or legal person on whose instructions Contractor provides services.
- 1.3. Agreement: the agreement between Contractor and the Client.

#### **Artikel 2. General**

- 2.1. These general terms and conditions apply to all offers and/or agreements on the basis of which Contractor performs services and to all orders accepted by the Contractor, including orders placed via a web portal and orders placed by telephone.
- 2.2. Deviations from these general terms and conditions are only valid if expressly agreed in writing or by e-mail.
- 2.3. Contractor expressly rejects the applicability of any general (purchasing) terms and conditions used by the Client.
- 2.4. If one or more provisions of these general terms and conditions are null or become voided, the remaining provisions remain fully applicable.
- 2.5. These general terms and conditions replace all previous oral or written offers and agreements between the parties.

#### **Artikel 3. Offers**

- 3.1. All offers made by Contractor are entirely without obligation. Contractor reserves the right to refuse (parts of) orders.
- 3.2. If the acceptance deviates (on minor points) from the offer, then Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance.
- 3.3. Apparent errors or mistakes in offers, agreements or e-mail messages from Contractor do not bind Contractor.
- 3.4. Offers, prices and rates do not automatically apply to future orders.
- 3.5. Verbal agreements only bind Contractor after and insofar as they have been confirmed in writing by Contractor.
- 3.6. The prices stated in an offer or quotation are based on performance of the agreement in the Netherlands (with the exception of the Waddeneilanden) during regular working hours from 8:00 am to 6:00 pm and working days from Monday to Friday, unless stated otherwise. See Article 8 for any applicable surcharges.

#### **Artikel 4. Creation of the agreement**

The agreement enters into force after (i) the Client has signed an offer or agreement and has returned it to Contractor, (ii) an order has been accepted by Contractor in writing, or (iii) Contractor proceeds to execute an order.

#### **Artikel 5. Performance of the agreement**

- 5.1. Contractor's commitment is a duty of effort and not a duty of result.
- 5.2. Contractor determines, at its own discretion, the procedure, working method and equipment with which the agreed work is to be carried out. If Contractor expressly follows the Client's requests or instructions, the Client bears the responsibility for this. The Client indemnifies Contractor against all consequences thereof.

- 5.3. Contractor is free to assign an employee of its choice for the performance of the agreement and to change employees. Contractor is also authorized to make use of third parties for the performance of the agreement.
- 5.4. If Contractor cooperates with a third party designated by the Client in the performance of the agreement, Contractor can never be held responsible for the acts and/or omissions of this third party.

#### **Artikel 6. Obligations of the Client**

- 6.1. The Client must, at its own expense and risk, provide a workplace that meets legal requirements where Contractor can perform the agreement. This workplace must include facilities customary according to Dutch standards, including electricity, heat, lighting and water.
- 6.2. The Client ensures that Contractor is granted timely access to land and/or buildings required for the performance of the work.
- 6.3. If Contractor performs work at the Client's location, the Client must give Contractor the opportunity to perform the work under circumstances that meet statutory (safety) requirements and the Client must provide Contractor with personal protective equipment to the extent necessary for the safe performance of the agreed work.
- 6.4. The Client must inform Contractor of any dangers that may arise during the performance of the agreement.
- 6.5. Where necessary, the Client may make use of the Client's emergency services.
- 6.6. The Client will provide Contractor with all information required for the performance of the agreement and will provide all required cooperation. The Client will also ensure that all information which Contractor indicates is necessary or which the Client should reasonably understand is necessary for the performance of the agreement, is provided to Contractor in a timely fashion. If the information required for the performance of the agreement is not provided to Contractor in a timely fashion, Contractor is entitled to suspend the performance of the agreement and/or charge the Client for the additional costs arising from the delay, at Customer's usual rates.
- 6.7. The Client guarantees the accuracy, completeness, updating and reliability of the information provided to Contractor, even if this information originates from third parties. If, at any time, information is not (or no longer) correct, complete, current and/or reliable, the Client will immediately take all steps to rectify this and inform Contractor as soon as possible.
- 6.8. The Client must inform Contractor without delay of any facts and circumstances that may be relevant in connection with the performance of the agreement.
- 6.9. The Client is responsible for checking the accuracy and completeness of the work performed by Contractor. If the Client is of the opinion that the work is not correct, the Client must inform Contractor as soon as possible.
- 6.10. The Client indemnifies Contractor against any claims from third parties, such as third parties engaged by Contractor, who suffer damage in connection with the performance of the agreement and which are attributable to the Client.
- 6.11. In the event that the Client fails to (fully or timely) fulfil its obligations towards Contractor, or acts unjustly towards Contractor, Contractor is entitled to charge the Client for

costs and/or damages arising therefrom and to suspend its activities.

#### **Artikel 7. Prices, rates and additional costs**

- 7.1. Applicable rates payable by the Client are determined when the agreement enters into force; this may be on the basis of a predetermined price or on the basis of subsequent calculation.
- 7.2. Contractor is entitled to adjust the rates annually. Contractor is also entitled to change the rates in the interim if the performance evaluation, costs and/or prices on which the rates are based give cause to do so.
- 7.3. Costs of third parties used by Contractor in accordance with the agreement will be charged separately.
- 7.4. In addition to the rates mentioned in article 7.1, the Client owes additional costs. These include, but are not limited to, postage and photocopying costs, costs of third parties reasonably engaged for the performance of the agreement and travel expenses incurred by Contractor in the performance of the agreement.
- 7.5. All rates are exclusive of sales tax or other government levies, unless stated otherwise.
- 7.6. Waiting times and delays caused by unforeseen circumstances or by the Client's failure to fulfil its obligations, if these lead to additional costs, will be charged to the Client.
- 7.7. Furthermore, the following applies to training courses:
  - a. course fees are due in advance. In the event of late payment, Contractor is entitled to dissolve the agreement and to charge any damages;
  - b. course prices are based on price determining factors at the time the agreement enters into force, such as costs of materials and wages. In the event one or more of these factors changes, Contractor is entitled to adjust the prices accordingly. If the price adjustment is 10% or more within three months after the agreement enters into force, the participant has the right to cancel the course.

#### **Artikel 8. Surcharges**

- 8.1. If secondment work is executed outside the working hours referred to in Article 3.6, the following surcharges apply:
  - a. Monday to Friday outside the working hours referred to in Article 3.6: 35%
  - b. Saturday: 50%
  - c. Sunday and holidays: 100%.
- 8.2. If an unscheduled, urgent call is made on the Contractor, for example in the event of an emergency or urgent analysis, an additional surcharge of 50% may apply.

#### **Artikel 9. Deadlines**

If a deadline is agreed between Contractor and the Client, Contractor will endeavor to meet this. However, deadlines are not binding and never fatal. Exceeding a deadline can never lead to any liability or a resulting obligation to pay damages by Contractor, or to the suspension of any obligation of the Client towards Contractor.

#### **Artikel 10. Invoicing and payment**

- 10.1. The Client must pay invoices received from Contractor within 14 days of the invoice date.

- 10.2. Objections to the amount of the invoices do not suspend the Client's payment obligation.
- 10.3. Payment must be made without discount or set-off.
- 10.4. Contractor may at all times require an advance payment or other form of security from the Client.
- 10.5. If the Client fails to pay within the agreed payment term, the Client is in default without further notice being required and owes Contractor the statutory commercial interest plus 3% per month (whereby periods shorter than one month will be regarded as a full month). In addition, all actual costs of collection (both judicial and extrajudicial) will be borne by the Client.
- 10.6. Every payment made by the Client applies first to satisfying costs and interest owed and subsequently to due and payable invoices that have been outstanding for the longest period of time.
- 10.7. Contractor is entitled to suspend the delivery of goods until all outstanding invoices have been paid by the Client.

#### **Artikel 11. Dissolution and cancellation**

- 11.1. A fixed-term agreement cannot be terminated prematurely. If the Client nevertheless does so, it must pay the fees based on the full term of the agreement, as well as any costs already incurred in connection therewith.
- 11.2. An indefinite-term agreement can be terminated in writing or by e-mail with a notice period of at least three months.
- 11.3. Contractor has the right, without any notice of default, judicial intervention or compensation obligation, either to suspend the execution of the agreement until further notice, or to dissolve the agreement in whole or in part, in case:
  - a. Client does not properly or timely comply with any obligation arising from the agreement;
  - b. there is reasonable doubt as to whether the Client is able to fulfil his obligations under the agreement;
  - c. bankruptcy, suspension of payments, debt restructuring, closing down, liquidation or full or partial transfer of (the business of) the Client.
- 11.4. Contractor may furthermore dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or can no longer be expected by standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement cannot reasonably be expected.
- 11.5. Furthermore, the following applies to training courses:
  - a. if a participant cannot attend, he/she may be replaced by a colleague;
  - b. 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 taken at a later date). In case of cancellation or relocation within two weeks before the start of the course, the full course fee is due;
  - c. Contractor reserves the right to change the course date if the number of participants is too low.
- 11.6. If the agreement is dissolved, Contractor's claims against the Client shall become immediately due and payable. If Contractor suspends the fulfilment of its obligations, it retains its claims under the law and the agreement.
- 11.7. Contractor always retains the right to claim damages.

### **Artikel 12. Additional work**

- 12.1. If as a result of additional verbal or written requests from the Client, Contractor 's work is increased or extended, this is regarded as additional work. The Client owes the costs of the additional work to Contractor. Contractor will charge these costs to the Client in accordance with the applicable rates.
- 12.2. Contractor cannot be required to comply with the Client's request to perform additional work.
- 12.3. Client accepts that an extension or modification of the agreement may lead to an extension of deadlines.

### **Artikel 13. Complaints**

- 13.1. Under penalty of forfeiture of rights, the Client must notify Contractor of complaints in writing or by e-mail within 14 working days after the work to which the complaint relates was executed (except insofar a different period is prescribed by law). In connection therewith, if Contractor has provided an advice, the Client must properly ascertain the contents thereof.
- 13.2. If Contractor considers the complaint to be well-founded, Contractor will, to the extent possible and within the bounds of reasonableness and fairness, remedy the irregularities.
- 13.3. A complaint does not suspend the Client's payment obligation.

### **Artikel 14. Liability and limitations**

- 14.1. Contractor is only liable for shortcomings in the performance of the agreement if, despite a written notice of default (including a reasonable period for performance), Contractor does not act (timely) as could be expected of a reasonable competent professional contractor. Contractor is similarly liable for third parties engaged by Contractor in the performance of the agreement.
- 14.2. If Contractor is liable, such liability is limited to the amount paid out by Contractor's insurer. If the insurer does not pay out, Contractor's liability is limited to the amount charged in the last three months by Contractor to the Client for the work to which the liability relates, up to a maximum of €10,000.
- 14.3. For label assessments, Contractor's liability is limited to the amount charged by Contractor to the Client for such label assessment.
- 14.4. Indirect damages (such as consequential damages, loss of profit, lost sales, lost savings, reputational damage, damage from delays, imposed fines and damages due to business interruption) are excluded from compensation.
- 14.5. The limitations of liability included in these general terms and conditions do not apply if the damage is due to willful misconduct or gross negligence by Contractor or third parties engaged by Contractor in the performance of the agreement.
- 14.6. Claim rights and other rights of the Client against Contractor will in any event lapse 1 year after the day on which the Client became aware or could reasonably have become aware of their existence.

### **Artikel 15. Force majeure**

- 15.1. Force majeure means: circumstances that delay and/or prevent the performance of the agreement and which cannot be attributed to Contractor. These include: fire,

theft, acts of war, riots, strikes, sit-down strikes, business interruptions, war, emergency weather conditions, inaccessibility of the workplace, delays or strikes 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 its obligations normally, Contractor is entitled, without judicial intervention, either to suspend the performance of the agreement for three months or to dissolve the agreement in whole or in part, without being obliged to pay damages. During the suspension and after the three-month period, Contractor is entitled to opt for performance or full or partial dissolution of the agreement.
- 15.3. All work carried out by Contractor up to the moment of force majeure will be charged to the Client.
- 15.4. The Client is also entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Client should have performed its obligation..

### **Artikel 16. Intellectual property rights**

The intellectual and industrial property rights of reports, certificates, advice, teaching materials and other documents provided to the Client (including those issued by means of computer connections, online reports issued by means of telecommunication or any other digital representation) are vested exclusively in Contractor. The Client may only disclose these materials to third parties, or make them available for use, after the Client has fulfilled all its obligations towards Contractor and has obtained Contractor 's prior written consent.

### **Artikel 17. Confidentiality**

- 17.1. Both parties undertake to maintain the confidentiality of all confidential information originating from the other party. Furthermore, the Client undertakes not to disclose to third parties any analyses, advice and/or other confidential information received (for example, regarding Contractor's working methods or equipment).
- 17.2. If a party – pursuant to a statutory provision or a judicial decision - is required to provide confidential information to designated third parties (such as the NVWA) and cannot invoke a right of privilege, then that party is not obliged to maintain confidentiality or pay damages.

### **Artikel 18. Personal data**

- 18.1. Contractor is entitled to store and process Client's personal or commercial data, regardless of whether this data originates directly from the Client or a third party.
- 18.2. Contractor will make reasonable efforts to keep this information confidential and to use it only for the purposes for which the Client has provided it.
- 18.3. To the extent that the Client can be designated as data controller within the meaning of the General Data Protection Regulation, Contractor will only process this personal data to the extent necessary for the performance of the agreement or to comply with a statutory obligation.
- 18.4. Contractor will take appropriate security measures to protect personal data against unauthorized access.

**Artikel 19. Recruitment of personnel (only applicable in case of secondment or assignment of staff)**

- 19.1. During the term of the agreement and within 2 years thereafter, the Client and its affiliated companies may not (i) employ, recruit or otherwise engage employees of Contractor, its affiliated companies, or its subcontractors, or (ii) conduct negotiations with those employees to that end, without Contractor's prior written consent.
- 19.2. If the previous provision is breached, Contractor will forfeit from the Client an immediately payable penalty, without notice of default being required, of €100,000 plus €1,000 for each day or part of a day that the breach continues, without prejudice to Contractor's right to claim specific performance or additional damages.
- 19.3. In exceptional cases, and only with the written approval of a board member of Contractor, the hiring of an employee can be discussed. This will occur against a fixed fee of €50,000.

**Artikel 20. Transfer**

- 20.1. The Client will not transfer any rights arising from the agreement to third parties without Contractor's prior written consent.

**Artikel 21. Applicable law and competent court**

- 21.1. Any agreement between Contractor and the Client is governed by Dutch law.
- 21.2. All disputes between the Client and Contractor which may arise as a result of or in connection with the agreement will be settled by the competent court in the district where Contractor has its registered office, to the exclusion of all others.

