

GENERAL TERMS AND CONDITIONS

of the private company with limited liability 'Silliker Netherlands B.V./Handelslaboratorium Dr.A.Verwey', having its registered office in Ede (Gelderland) and registered in the trade register of the Chamber of Commerce of Central Gelderland under number 09063961

Artikel 1 – Definitions

In these general terms and conditions ("Terms and Conditions") the following words shall have the following meanings:

- *Silliker*: the private company with limited liability, Silliker Netherlands B.V. /Handelslaboratorium Dr.A.Verwey
- *Client*: any company, institution or private individual that/who negotiates with Silliker regarding the conclusion of an agreement and/or enters into an agreement with Silliker relating to an order issued;
- *Party/Parties*: Silliker and/or the Client;
- *Products*: any items and/or services relating to hygiene monitoring, food safety audits, sampling during production and from batches, chemical, molecular and microbiological and sensory research, advice and training, advice about product specifications and labelling, analytical service regarding food, environment, animal feed and pet food producers, palm oil, nuts and subtropical fruits, raw materials etc., the measurement and inspection of waste water, that are delivered by Silliker to the Client, including in this respect, analysis results, reports and recommendations, etc. including manuals and digital records of quality systems developed and provided by Silliker for the Client, including changes to it;
- *In writing*: in writing, including in the form of electronic correspondence;
- *Offer*: a written offer to deliver a particular quantity of Products on certain conditions;
- *Order*: each order from the Client to Silliker;
- *Agreement*: each agreement concluded between Silliker and the Client, any amendment or supplement thereto, and any legal acts for the purpose of preparing and implementing that agreement.

Artikel 2 – General applicability

- 2.1 The Terms and Conditions shall apply to all Offers, price quotations, Orders, and any Agreement to be entered into or entered into by Silliker.
- 2.2 In the event of conflict between the Agreement and the Terms and Conditions, the Terms and Conditions shall prevail.
- 2.3 The general terms and conditions of the Client, howsoever referred to, are hereby expressly declared to be inapplicable.
- 2.4 If in the opinion of the court any provision of the Terms and Conditions is not applicable or invalid, only the provision concerned shall be deemed to be void and the other Terms and Conditions shall be in full effect. Where appropriate, Parties shall consult with each other in order to replace the provision that is inapplicable or invalid with a new provision, which takes account of the purpose and object of the previous provision as far as possible.
- 2.5 The Agreement shall be deemed to represent the full agreement between the Client and Silliker. As a result, any other terms and conditions, warranties and other statements that would be otherwise implied (by law or otherwise) shall not form part of the Agreement.
- 2.6 All rights and obligations of the Parties arising from the Terms and Conditions shall cease to be effective immediately following termination of the Agreement, except that termination shall not prejudice the rights and obligations acquired by the Parties concerning:
 - Article 4 (Prices and payment)
 - Article 5.8 (Transfer of rights and obligations)
 - Article 8 (Storage)
 - Article 9 (Suspension and dissolution)
 - Article 10 (Liability/indemnity)
 - Article 12 (Intellectual property)
 - Article 14 (Confidentiality)
 - Article 15 (Applicable law and dispute resolution)

Artikel 3 – Conclusion of the Agreement

- 3.1 Offers, quotations, and other statements by Silliker, its representatives and/or employees shall not bind Silliker and shall only apply as an invitation to place an Order.
- 3.2 An Agreement shall only be considered concluded if and in so far the Client signs the Offer or other written document of Silliker for approval.
- 3.3 Supplements to or amendments to the Agreement, including the Terms and Conditions applicable thereto shall only be effective if and in so far as they have been recorded in writing between the Parties.

Artikel 4 – Prices and payment

- 4.1 Prices shall be in euros and recorded in the Agreement and shall exclude Value Added Tax and all other levies, charges and costs payable in connection with the performance of the Agreement. Every year a price indexation takes place.
- 4.2 Silliker shall have the right to pass on to the Client price rises (other than the yearly price indexation) which are the direct or indirect result of -but not limited to-:
 - increase in cost prices, factory prices of suppliers and costs of materials;
 - increase in labour costs, social security and taxation;
 - increase in transportation costs;
 - changes in exchange rates;
- 4.3 Silliker shall have the right, in consultation with the Client, to charge the Client with a higher tariff and additional costs in case of a rush order.
- 4.4 Silliker shall notify the Client of a price increase in writing as soon as possible. If the Client responds within 5 (five) days and agrees to the price increase, Silliker shall have the right to charge the price increase. If the Client responds within five days, but does not agree to the price increase, Silliker shall have the right not to execute the Order. If the Client does not respond in writing within 5(five) days after this notification, the Client shall have tacitly agreed to the price increase.
- 4.5 Unless other payment terms are agreed in writing, the Client shall pay the invoices of Silliker within 30 (thirty) days of the invoice date.
- 4.6 Silliker shall have the right at any time, including during the performance of the Agreement, to require the Client to pay an advance or to provide another form of security in respect of the Agreement. For as long as the requested advance payment has not been made or security has not been provided, Silliker shall have the right to suspend the obligations or to terminate the Agreement.
- 4.7 Client may not deduct any amount from the invoice amount or set off the invoice amount against any counterclaim that it may have against Silliker.
- 4.8 Client shall not have the right to suspend any payment obligation to Silliker.
- 4.9 If Client does not pay any amount payable by it within the specified period, the Client shall be in default, without further notice of default being required. All obligations of the Client shall be immediately due and payable. In addition, legal interest ('wettelijke handelsrente') as referred to in section 119a of Book 6 of the Dutch Civil Code shall also be payable by the Client due from the due date. The judicial and extrajudicial costs incurred by Silliker in claiming specific performance of the obligations of the Client shall be charged to the Client. Extrajudicial costs shall be subject to a minimum of EUR 250,- without evidence being required of the out-of-court costs incurred. If Silliker transfers its claim for collection, the amount of the claim shall be increased by 15% in respect of administration costs.

Artikel 5- Obligations of the Client

- 5.1 The Client warrants that it is fully authorised and qualified to enter into the Agreement with Silliker.
- 5.2 The Client shall provide all items and information to Silliker that are reasonably required by Silliker in order to perform its work under the Agreement, subject to all standards and rules laid down by the national, regional or local government and as supplemented by rules laid down by Silliker.
- 5.3 The Client shall appoint an employee within its organisation who will act as the legal representative of the Client in relation to the work to be performed by Silliker. This employee shall have full authority to issue instructions, receive information and data, and to order additional services at the Client's expense.
- 5.4 If necessary in order to perform its work, the Client shall give Silliker's staff and/or representatives access to the Client's facilities. The Client shall be obliged to provide Silliker's staff and/or representatives with a safe workplace.

- 5.5 When sending items to Silliker for the purpose of performing the work, the Client shall disclose any dangerous properties of the items concerned in a clearly identifiable manner and in writing. In the event of the Client's failure to do so, the Client shall be responsible for any damage to persons or property caused as a result.
- 5.6 Any dangerous or toxic materials to which Silliker's staff and/or representatives will be exposed while performing work under the Agreement, shall be properly stored and labelled in accordance with the applicable legislation and regulations.
- 5.7 The Client shall only be entitled to use for its own business the Products which Silliker has produced or delivered for the Client under the Agreement.
- 5.8 Without Silliker's express written consent, the Client shall not be entitled to transfer the rights or obligations under the Agreement concluded with Silliker to third parties.
- 5.9 If the Client is the representative of a third party, the Client shall be jointly and severally liable with the representative for any rights and obligations of the representative resulting from the Agreement.
- 5.10 If the Client, for whatever reason, wishes to have a third party carry out a second opinion, Silliker shall not be liable in any way for the costs of said second opinion.

Artikel 6 – Performance of work by Silliker

- 6.1 Silliker shall exercise the greatest possible care, in accordance with the applicable legislation and regulations, practices and guidelines during the performance of her work. Under no circumstances will Silliker guarantee a particular result.
- 6.2 Silliker shall have the right to have the agreed work performed in full or in part by third parties.
- 6.3 A delivery date quoted by Silliker shall be based upon the circumstances applicable to Silliker at the time when the Agreement is entered into and, in so far as it is dependent upon third-party services, on information provided by these third parties to Silliker. Silliker shall take account of the delivery date as far as possible, but it shall not represent a final date for performance.

Artikel 7 – Reports

- 7.1 Silliker shall prepare reports that set out the results of the research carried out. The results and the reports are solely based upon samples provided by the Client to Silliker.
- 7.2 The reports provided by Silliker are only intended for the use of the Client and shall be deemed to be the confidential information of the Client. The reports may not be reproduced unless the full contents of the reports are published.
- 7.3 The Client shall refrain from providing false or misleading information relating to the content of a report or other information received from or relating to Silliker, or to its activities for the Client.
- 7.4 Unless otherwise required by law, Silliker shall only provide its report to employees who are appointed to receive this information in writing by the Client, or its appointed representatives pursuant to condition 5 (2) of the Terms and Conditions.
- 7.5 If the Client takes any action further to the test results that are deemed to be 'preliminary' by Silliker, this action shall be entirely for the account and risk of the Client.
- 7.6 If and in so far as possible, the Client shall notify Silliker and consult with Silliker before it recovers or recalls the Client's products based upon the final test results. The recall or recovery of products shall continue to be the Client's own responsibility.

Artikel 8 – Storage

- 8.1 Unless specifically agreed otherwise in the Agreement, the samples shall be destroyed by Silliker after the results have been reported to the Client. On the specific written request of the Client, the samples can be saved for a term of 14 (fourteen) days, if the quality and nature of the samples allow it. Silliker has the right to charge the Client costs if the samples must be stored for a term longer than 14 (fourteen) days.
- 8.2 Silliker shall keep any information relating to the work performed by it for 5 (five) years following the date the report was provided to the Client. During this period, the reports may be resubmitted to the Client upon the written request of the Client. Silliker may charge the related costs to the Client.

Artikel 9– Suspension and dissolution

- 9.1 If the client fails to meet any obligation towards Silliker, or if Silliker can reasonably expect that the Client will fail to meet any obligation towards Silliker, Silliker shall have the right to suspend (further) performance of its obligations under the Agreement by giving written notification without Silliker being obliged to pay any compensation, in each case without prejudice to its other rights.
- 9.2 Without prejudice to the provisions of condition 9(1), Silliker shall have the right in such cases to dissolve the Agreement in full or in part with immediate effect, without notice of default or judicial intervention by means of written notification, without Silliker being bound to pay any compensation or meet any guarantee. In each case this will be without prejudice to its other rights.

- 9.3 An early termination of the Agreement shall only have effect for future obligations. The Client shall continue to be obliged to pay for the work already performed by Silliker and to pay compensation to Silliker for damages.
- 9.4 In the event that the Client:
- is declared bankrupt, is admitted to the Statutory Debt Rescheduling Scheme for Natural Persons (*Wettelijke Schuldsaneringsregeling Natuurlijke Personen*), files a petition for to be declared bankrupt, requests a suspension of payments, or admission to the Statutory Debt Rescheduling Scheme for Natural Persons, assigns his/her/its estate, or an attachment is levied on its/his/her assets or part thereof;
 - is placed in receivership or under the control of the trustee in bankruptcy, or otherwise loses the power to dispose of its/his/her assets, or part thereof;
 - ceases or transfers its business or a part thereof, including the transfer of the company into a company to be set up or into an existing company or changes the objects of the company;
 - dies;
 - fails to properly comply with any obligation imposed on it/him/her pursuant to law, the Agreement or the Terms and Conditions within the specified period;
 - is affected by a force majeure event that lasts longer than three months or that is reasonably expected to last longer than three months;
- Silliker shall be entitled to dissolve the Agreement with the Client in whole or in part without notice or judicial intervention being required by means of written notification, in each case without prejudice to its other rights.

Artikel 10 – Liability/indemnity

- 10.1 Silliker shall not be liable for damages incurred by the Client or third parties, unless these damages are the direct result of an omission or deliberate recklessness of Silliker.
- 10.2 Silliker shall under no circumstances be liable for additional compensation, indirect loss, consequential loss, loss due to delays, loss of profit or revenue, loss due to failure to meet due dates, loss due to loss of items to be made available, including any loss as a result of failure by the Client to meet any obligation imposed on it by the Agreement or the Terms and Conditions, or other loss.
- 10.3 Silliker's liability to the Client shall be limited to the amount of the contract sum subject to a maximum of EUR 25,000,--.
- 10.4 The Client shall indemnify Silliker against all third-party claims arising from the performance of the Agreement and directly or indirectly relating to the use of the Products and shall pay Silliker compensation for any loss sustained by Silliker as a result of such claims.
- 10.5 Silliker shall at all times have the right to remedy the relevant effects of non-performance within a reasonable period instead of paying compensation.
- 10.6 Each liability for non-performance shall lapse within one year of the Client being made aware of the non-performance or of the date on which the Client could reasonably be expected to be aware of the non-performance.

Artikel 11 – Force majeure

- 11.1 'Force majeure' on the part of Silliker shall in any event be understood to be: any circumstance that is independent of Silliker's will, even if it could be foreseen on the moment the Agreement was concluded that compliance with the Agreement would be prevented on a permanent or temporary basis, and in so far as not already included:
- war, risk of war, terrorist attacks, civil war and riots;
 - strikes, lockouts, transportation difficulties, shortages of materials, fire and other serious business interruptions;
 - measures taken by government;
 - energy supply problems;
 - breakdown of telecommunication;
 - failures by companies, institutions, persons and/or in items employed or used by Silliker for the performance of the Agreement.
- 11.2 If Silliker is prevented from complying with its obligations to the Client within the term of delivery, the term of delivery shall be extended by the term by which Silliker is prevented from complying with its obligations directly or indirectly as a result of force majeure.
- 11.3 Silliker shall notify the Client as soon as possible of a situation of force majeure.
- 11.4 If Silliker has already partially complied with its obligations or is only partially able to comply with its obligations when the force majeure commences, it shall have the right to invoice the part that has been delivered and/or is to be delivered separately and the Client shall be obliged to pay this invoice.

Artikel 12 - Intellectual property

- 12.1 The Client shall not be entitled to use Silliker's name, trademark, logo, results or the reports prepared by Silliker for a purpose other than that for which they are intended without Silliker's prior written approval.
- 12.2 Silliker is and remains the owner of the intellectual property rights on all Products provided by Silliker, unless specifically agreed otherwise.
- 12.3 The Client shall not be entitled to use, without Silliker's, prior written consent, the Products provided by Silliker for any other purpose than the purpose it is destined for.
- 12.4 Any findings made by Silliker under the Agreement shall be the property of Silliker.
- 12.5 Copyright (in the broadest sense of the word) in respect of Products delivered by Silliker to the Client under the Agreement, shall belong to Silliker.

Artikel 13 – Takeover personnel Silliker

- 13.1 During the term of an Agreement and a period of 1 (one) year thereafter, the Client is not allowed, without Silliker's prior written consent and payment of a fair compensation (yet to be determined) to Silliker, to enter, directly or by means of third parties, into a labour contract or a contract for the provision of services, however called, with employees of Silliker or approach employees of Silliker to that end.
- 13.2 In the event of a breach of article 13.1, the Client is liable to pay to Silliker an immediately payable penalty of EUR 2,500,-- for each day per employee that the breach continues. This does not prejudice Silliker's rights to claim full damages.

Artikel 14- Confidentiality

- 14.1 Silliker, its employees and/or representatives shall only use the confidential information provided by the Client for the work to be performed by it and shall undertake to keep confidential the results of the activities performed by Silliker, unless Silliker is required to do otherwise pursuant to statutory provisions.
- 14.2 The Client shall keep confidential any confidential information about Silliker and Silliker's procedures of which it becomes aware during the performance of the Agreement.

Artikel 15 – Applicable law and dispute resolution

- 15.1 The offer, the Order, the Terms and Conditions and the Agreement and the legal relationship between Silliker and the Client arising therefrom shall be governed solely by Dutch law.
- 15.2 Any disputes shall be resolved through arbitration by the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut/NAI) in accordance with the rules and procedures of the NAI, and by three independent arbiters appointed in accordance with these rules. The place of arbitration shall be Arnhem. The arbitration shall be conducted in Dutch. This however shall not affect Silliker's right to submit the dispute to the court at Arnhem provided that the Client has not yet brought a case relating thereto before the NAI.