

Schutter Certification B.V.
Kralingsweg 219-223
3062 CE ROTTERDAM
The Netherlands

GENERAL TERMS AND CONDITIONS

SCHUTTER CERTIFICATION B.V.

Clause 1: Definitions

- 1.1 "Schutter" means: Schutter Certification B.V.
- 1.2 In these Terms and Conditions "the customer" means: the natural person or legal entity who instructed Schutter to execute work and/or deliver products and/or services.

Clause 2: General

- 2.1 These Terms and Conditions apply to the making, contents and performance of all quotes, deliveries and services of Schutter and all contracts which are made between Schutter and the customer.
- 2.2 Insofar as these Terms and Conditions have also been drawn up in a language other than Dutch, the Dutch text shall always be decisive in the event of variations.
- 2.3 Provisions which deviate from these Terms and Conditions are only binding if they have been agreed in writing and are only effective per event.

Clause 3: Quotes and/or offers

- 3.1 All quotes and/or offers of Schutter are entirely without commitment.
- 3.2 Unless Schutter states otherwise, every quote and/or offer is valid for 60 calendar days.
- 3.3 The mere issue of a quote and/or offer with price, estimate, pre-calculation or similar statement does not oblige Schutter to make a contract with the customer and is only binding on Schutter if such has been explicitly confirmed in writing by both Schutter and the customer.

Clause 4: Contracts

- 4.1 A contract shall be made when Schutter confirms an assignment of the customer in writing, or when Schutter starts the execution of the assignment.
- 4.2 Any agreements or changes made later are only binding if Schutter has confirmed such in writing.

Clause 5: Obligations of Schutter

- 5.1 Schutter shall perform every contract to the best of its insight and ability.
- 5.2 Schutter shall comply with the requirements of the certification schedules.

- 5.3 Schutter undertakes to maintain strict confidentiality in respect of all information with regard to the customer, provided information can or should be made public:
 - a) After explicit consent of the customer;
 - b) If Schutter is so obliged by law;
 - c) If the Accreditation Board requires such.

Clause 6: Obligations of the customer

- 6.1 The customer is obliged to inform Schutter as to possible or known dangers and/or risks for the safety and health of the people who execute work for the customer on instruction of Schutter.
- 6.2 The customer is obliged to inform Schutter as to possible or known dangers and/or risks for the environment, if and insofar as these dangers and/or risks are or could be relevant for the work which Schutter executes.
- 6.3 The customer must furnish all information at his own expense which Schutter needs for the proper execution of the agreed assignment.
- 6.4 In the execution of the agreed work the customer is obliged to do all that is reasonably necessary or desirable to enable timely performance by Schutter. In particular it is important to allow Schutter employees to enter where necessary and (if so requested) to make suitable working space, telephone capacity and administrative assistance available to the Schutter employees.
- 6.5 If the customer does not comply with the provisions of Clause 6 Paragraph 4, an agreed latest delivery date shall no longer be binding and the customer shall be in default without the need for written notice of default by Schutter. Without prejudice to its rights under the law, Schutter is entitled to suspend performance of the contract until the customer has rectified this default.

Clause 7: Fee

- 7.1 Schutter shall charge the customer a fee which corresponds with the services provided, on the basis of time worked. In addition, the customer is bound to compensate the costs made by Schutter.

- 7.2 The agreed prices are based on cost-determining factors at the time of the offer. Schutter reserves the right to change these prices. Schutter shall give the customer notice of a price change at least 30 calendar days before the execution of an assignment.
- 7.3 The costs connected with the performance of the contract which are not part of Schutter's fee, shall be charged to the customer without any mark-up. An exception to the above is the costs relating to work which is carried out on instruction of the customer and executed under Schutter's management by third parties: with regard to such work Schutter is entitled – subject to a written agreement to the contrary – to charge the customer 15% of the fee of such third parties as management costs.
- 7.4 Schutter shall pass on applicable taxes and levies to the customer. Taxes and levies abroad for which no restitution can be made to Schutter shall also be charged to the customer.
- 7.5 Upon the performance of each contract Schutter shall furnish the customer with a maximum of two copies of the reports it has drawn up without further costs. The customer can be furnished with subsequent orders of the reports for cost price.
- 7.6 Costs of additions and/or changes in the assignment or contract as a result of the customer's wishes, are at the customer's expense.

Clause 8: Payment

- 8.1 Subject to the contract, the services provided by Schutter shall be invoiced after performance of the contract or monthly for the part of the contract performed in the relevant month, if the performance of the contract takes more than 30 calendar days.
- 8.2 The customer is bound to pay Schutter's invoice within 14 calendar days of the invoice date without any set-off.
- 8.3 If the customer does not pay within the term stipulated in the preceding sentence, Schutter is entitled to charge the customer 1.5% compound interest per month, increased by VAT.
- 8.4 In the event of late payment the customer is bound, in addition to the amount owing and the interest owing thereover, to fully compensate both extrajudicial and judicial collection costs, including the costs of attorneys, bailiffs and collection agencies. The extrajudicial costs are fixed at a minimum of 15% of the principal with interest, with a minimum of EUR 1000.
- 8.5 In the event of late payment, in addition to the other provisions of this clause, Schutter is also entitled to suspend or revoke every certificate that Schutter has furnished to the customer.
- 8.6 The customer is at all times bound, regardless of the agreed payment conditions, to give security upon Schutter's first request for the payment of the amounts to be paid to Schutter under the contract Schutter. The security offered must be such that the claim and any interest and costs owing thereover are properly covered and that Schutter can recover what it is owed without any difficulty. If security subsequently becomes insufficient, the customer must give additional security which is sufficient upon Schutter's first request.
- 8.7 Claims or complaints relating to any performance on the part of Schutter cannot be a reason for the customer to suspend payments to Schutter.

Clause 9: Retention of title

- 9.1 Schutter reserves title to all goods given to the customer, until the customer has performed all his payment obligations in full.
- 9.2 Unless otherwise agreed in writing, Schutter reserves the copyright and all other rights relating to intellectual or industrial property in respect of the texts, certificates, logos, etc. it has furnished.

- 9.3 The customer is bound to return the goods referred to in Paragraphs 1 and 2 upon Schutter's first request.

Clause 10: Force majeure

- 10.1 "Force majeure" (non-attributable shortcoming) means: Any circumstance which is unforeseeable or beyond the control of the parties which would make it unreasonable for the customer to demand that Schutter perform the contract.
- 10.2 Shortcomings of Schutter in the performance of the contract cannot be attributed to Schutter, if they are not Schutter's fault, nor if such are not at Schutter's expense pursuant to the law, the contract or custom. Shortcomings of Schutter in the performance of the contract as a result of war, mobilisation, (terrorist) attacks, unrest, flood, fire, freeze, water or storm damage, other natural disaster, closed shipping traffic, other transport impediments, stagnation in or limitation or cessation of the delivery by (public) utility companies, shortage of coal, gas, natural oil products or other power resources, fire, strikes, lock-outs, trade union action, export restrictions, other government measures, excessive absenteeism, theft or destruction of business resources or data and other similar circumstances shall not be deemed attributable to Schutter.
- 10.3 If a situation of force majeure arises, Schutter is entitled to suspend the performance of the contract or to definitely dissolve the contract.
- 10.4 Schutter is entitled to claim force majeure if the circumstance which causes the force majeure arises after its performance should have been effected.

Clause 11: Complaints

- 11.1 In the event of comments and/or criticism on the part of the customer with regard to the invoice Schutter presented to the customer, the customer must lodge a written complaint with Schutter within 7 calendar days after receipt thereof. In the event a complaint is not lodged within the aforementioned term, the customer shall be deemed to have agreed to the execution of the work by Schutter and the invoice which was presented. Complaints do not affect the provisions of Clause 8.

Clause 12: Indemnity

- 12.1 The customer shall indemnify Schutter in respect of all damage suffered and/or to be

suffered by Schutter ensuing from such use by the customer of any report, certificate or other documents issued by Schutter, that the reputation of Schutter is being or could be prejudiced. The customer shall indemnify Schutter both judicially and extrajudicially against all claims which third parties could enforce under the heading of an infringement of patent rights, trademark rights or other intellectual property rights, if this infringement is connected with the use of information which the customer gives to Schutter in connection with the execution of its assignment.

- 12.2 The customer must fully indemnify Schutter against any claims of third parties with regard to goods which are in Schutter's possession in connection with the performance of the contract.
- 12.3 The customer must fully indemnify Schutter against any form of liability (including liability on the basis of indemnity obligations) vis-à-vis Schutter on the part of third parties (including the Productschap Diervoeder) in connection with the services provided or to be provided by Schutter.

Clause 13: Liability

- 13.1 Schutter's liability vis-à-vis the customer is limited to tangible damage to goods or loss of goods, with an absolute maximum of EUR 2000 per event or series of events arising from one and the same cause. Schutter is never liable for other damage or other loss, such as loss of profit, costs or decreased goodwill in the company or the profession of the customer.
- 13.2 Every claim vis-à-vis Schutter shall in any event lapse if no legally action has been taken within six months after it has arisen.

Clause 14: Disputes

- 14.1 These Terms and Conditions and all contracts made by or with Schutter are governed by Dutch law.
- 14.2 All disputes ensuing from or connected with the work executed by Schutter shall exclusively be adjudicated by the competent court in Rotterdam.