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Zeist, The Netherlands

# **General Terms and Conditions Food Safety & Nutrition Consultancy (FSN Consultancy)**

Food Safety & Nutrition Consultancy (hereafter: FSN Consultancy) is registered with the Chamber of Commerce under number 80663753 and is located at Couwenhoven 4214 (3703EE) in Zeist, the Netherlands.

#### **Article 1 - Definitions**

- 1. In these General Terms and Conditions, the following terms are taken to mean the following, unless explicitly indicated otherwise.
- 2. Offer: any offer or quotation to the Client for the provision of Services by "Food Safety & Nutrition Consultancy" (FSN Consultancy).
- 3. Services: the Services that FSN Consultancy offers are scientific advice in the field of nutrition and food safety, such as assessing dossiers (health claims, novel foods, food additives, etc.), and providing advice in the broad field of nutrition and food safety, as well as providing lectures, workshops and lectures, and acting as (interim) manager. The FSN Consultancy website provides much more details (www.FSNConsultancy.nl, www.FSNConsultancy.com, www.FSNConsultancy.eu).
- 4. Service Provider: "Food Safety & Nutrition Consultancy", incorporated under Dutch law, established in the Netherlands and offering Services to the Client hereinafter: FSN Consultancy.
- 5. Client: the natural or legal person acting in the capacity of a profession or business who has appointed FSN Consultancy, has provided projects to FSN Consultancy for Services performed by FSN Consultancy, or to whom FSN Consultancy has made a proposal based on an Agreement.
- 6. Agreement: any Agreement and other obligations between the Client and FSN Consultancy, as well as proposals from FSN Consultancy for Services provided by FSN Consultancy to the Client and which are accepted by the Client and have been accepted and performed by FSN Consultancy, of which these General Terms and Conditions are an integral part.

#### **Article 2- Applicability**

- 1. These General Terms and Conditions apply to every Offer from FSN Consultancy, every Agreement between FSN Consultancy and the Client and to every Service offered by FSN Consultancy.
- 2. Before a (remote) Agreement is concluded, the Client will be provided with these General Terms and Conditions. If this is not reasonably possible, FSN Consultancy will notify the Client on how to view the General Terms and Conditions. The Client can also view the General Terms and Conditions on the website of FSNConsultancy. These General Terms and Conditions have been filed with the Chamber of Commerce in Utrecht.



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- 3. Deviation from these General Terms and Conditions is not possible. In exceptional situations, the General Terms and Conditions can be deviated from insofar as this has been explicitly agreed in writing between FSN Consultancy and the Client.
- 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 are excluded.
- 6. If one or more provisions of these General Terms and Conditions are 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.
- 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. In the event that FSN Consultancy 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 3 - The Offer

- 1. All offers made by FSN Consultancy are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
- 2. FSN Consultancy is only bound by an Offer if it is confirmed in writing by the Client within 30 days. Nevertheless, after making an Offer, FSN Consultancy has the right to refuse an Agreement with a (potential) Client for a valid reason for FSN Consultancy.
- 3. 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.
- 4. Offers or quotations do not automatically apply to follow-up orders.



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5. Delivery times in FSN Consultancy'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 4 - Conclusion of the Agreement**

- 1. The Agreement is concluded when the Client has accepted an Offer or Agreement from FSN Consultancy by returning a signed copy (scanned or original) to FSN Consultancy.
- 2. FSN Consultancy 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 FSN Consultancy or a project that is awarded by the Client to FSN Consultancy, rests with the company and not with an individual person who is connected to FSN Consultancy.
- 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 - Duration of the Agreement**

- 1. The Agreement is entered into for an indefinite period of time, unless the content, nature or scope of the Order entails that it has been entered into for a definite period of time. The duration of the order also depends on external factors including, but not limited to the quality and timely delivery of the information that FSN Consultancy obtains from the Client.
- 2. Both the Client and FSN Consultancy can dissolve the Agreement on the grounds of an attributable shortcoming in the fulfilment of the Agreement if the other party has been given notice of default in writing and has been given a reasonable period to fulfil its obligations and it still fails to properly fulfil its obligations. This also includes the payment and cooperation obligations of the Client.
- 3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as FSN Consultancy has already performed work or delivered Services at the time of the dissolution. The Client must pay the agreed fee.
- 4. Parties can terminate the Agreement by registered letter with due observance of a notice period of three months. If the Agreement has not yet lasted for three months, the Agreement can be terminated with a notice period of one month.





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5. In the event of premature termination of the Agreement, the Client will owe FSN Consultancy any costs incurred until then at the agreed (hourly) rate. FSN Consultancy's timesheets are leading in this.

6. Both the Client and FSN Consultancy can terminate the Agreement in full or in part in writing with immediate effect without further notice of default if one of the parties is in a moratorium, bankruptcy has been applied for or the relevant company ends by liquidation. If a situation as mentioned above occurs, FSN Consultancy is never obliged to refund any money already received and/or compensation.

#### Article 6 - Performance of the Services

- 1. FSN Consultancy will make every effort to perform the agreed Service with the greatest possible care, as may be expected of a good Service Provider. FSN Consultancy guarantees a professional and independent Service. All Services are performed based on an obligation of best efforts, unless an explicit and written result has been agreed upon which has been described in detail.
- 2. The Agreement based on which FSN Consultancy performs the Services is leading for the scope of the Services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
- 3. The Services and prices offered by FSN Consultancy are based on information and data provided by the Client. FSN Consultancy has the right to adjust its Services and prices if the information provided appears to be incorrect and/or incomplete.
- 4. In the performance of the Services, FSN Consultancy is not obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in additional work for FSN Consultancy, the Client is obliged to reimburse the additional costs accordingly, based on a new quotation.
- 5. FSN Consultancy is entitled to engage third parties for the performance of the Services at its own discretion.
- 6. If the nature and duration of the order so require, FSN Consultancy will keep the Client informed of the progress in the meantime through agreed means of contact.
- 7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established schedule. FSN Consultancy is never liable for adjusting the schedule. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not provided all information requested, or has not supplied it in time or in the desired format, does not cooperate sufficiently, or any advance payment has not been received by FSN Consultancy in time or are delayed due to other circumstances, which are at the expense and risk of the Client, FSN Consultancy is entitled to a reasonable extension of the delivery period. All damages and additional costs as a result of delay due to a cause as mentioned above are at the expense and risk of the Client.



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8. If during the execution of the agreement it appears that for a proper execution of the Agreement it is necessary to change or supplement the work to be performed or to adjust the time of completion of the execution, content and costs of the Services, the parties will adjust the agreement accordingly in good time and in mutual consultation.

#### Article 7 - Obligations of the Client

- 1. The Client is obliged to provide all information requested by FSN Consultancy as well as relevant attachments and related information and data in a timely manner and/or before commencement of the work and in the desired format for the purpose of correct and efficient implementation of the Agreement. Failing this, FSN Consultancy may not be able to achieve a complete implementation and/or delivery of the relevant documents. The consequences of such a situation are at all times at the expense and risk of the Client.
- 2. FSN Consultancy is not obliged to check the correctness and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is FSN Consultancy responsible for the correctness and completeness of the information compiled by FSN Consultancy for third parties and/or provided to third parties in the context of the Agreement.
- 3. FSN Consultancy may request additional information if this is necessary for the performance of the Agreement. Failing this, FSN Consultancy is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for any reason towards the Client. In the event of changed circumstances, the Client must notify FSN Consultancy of this immediately, or no later than 3 working days after the change has become known.

#### Article 8 - Advice

- 1. FSN Consultancy can, if instructed to do so, draw up advice, an action plan, recipe, design, schedule and/or report for the benefit of the Service. The content of this is not binding and merely advisory, but FSN Consultancy will observe the duties of care resting on it. The Client decides at its own discretion whether it follows the advice.
- 2. The advice provided by FSN Consultancy, in whatever form, can never be regarded as medical and/or binding advice.
- 3. At the first request of FSN Consultancy, the Client is obliged in all reasonableness to assess the proposals it has provided. If FSN Consultancy is delayed in its work, because the Client does not assess, or does not assess on time, a proposal made by FSN Consultancy, the Client is at all times responsible for the consequences that have arisen, such as delay.



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- 4. The nature of the Service entails that the result at all times depends on external factors that can influence the reports and advice of FSN Consultancy, such as the quality, correctness and timely delivery of required information and data from the Client and its employees. The Client guarantees the quality and the timely and correct delivery of the required data and information.
- 5. The Client will notify FSN Consultancy in writing before the start of the work of all circumstances that are or may be important, including any points the Client wishes to prioritise.

### Article 9 - Workshops and/or Lectures

- 1. If an order has been given for this, FSN Consultancy can provide workshops for the Client. If the workshop is referred to below, this is also understood to mean a lecture.
- 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. FSN Consultancy 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 FSN Consultancy and the advice provided during the workshop are not binding and merely advisory, but FSN Consultancy 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 FSN Consultancy 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.
- 5. FSN Consultancy 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, FSN Consultancy 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.

### Article 10 – Additional Work and Changes

1. If during the performance of the Agreement it appears that the Agreement needs to be amended, or at the request of the Client additional work is required to achieve the Client's desired result, the Client is obliged to reimburse this additional work at the agreed rate. FSN Consultancy is not obliged to comply with this request, and may require the Client to conclude a separate Agreement and/or refer it to an authorised third party.





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2. If the additional activities are the result of negligence on the part of FSN Consultancy, if FSN Consultancy has made an incorrect estimate or could reasonably have foreseen the relevant activities, these costs will not be passed on to the Client.

## **Article 11 - Prices and Payment**

- 1. All prices are in principle in euros and exclusive of turnover tax (VAT), unless otherwise agreed.
- 2. FSN Consultancy performs its services in accordance with the agreed (hourly or daily) rate for the agreed Service. If there is an hourly rate, the costs of the work will be calculated retrospectively on the timesheet (hours or days) drawn up by FSN Consultancy (subsequent calculation).
- 3. Direct costs, such as costs related to travel, and costs for office, administration and shipping costs, etc., are charged to the Client and are thus specified in an invoice.
- 4. The Client is obliged to fully reimburse the costs of third parties that are used by FSN Consultancy after approval by the Client, unless explicitly agreed otherwise.
- 5. Travel time will be charged to the Client based on a previously agreed rate.
- 6. 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. With respect to orders with a duration of more than three months, the costs owed shall be charged periodically. If an advance has been agreed, the Client must pay the advance before the performance of the Services is commenced.
- 7. The Client cannot derive any rights or expectations from a previously issued budget, unless the Parties have explicitly agreed otherwise.
- 8. FSN Consultancy is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates and developments in the market. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.
- 9. The Client must pay these costs all at once, without settlement or suspension, within the specified payment term of a maximum of 30 days as stated on the invoice, to FSN Consultancy's account number and details provided to the Client.
- 10. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement become immediately due and payable.
- 11. FSN Consultancy may increase (or decrease) the fee if it appears during the execution of the work that the originally agreed or expected amount of work was insufficiently estimated at the conclusion of the Agreement, and this is not attributable to FSN Consultancy, that FSN Consultancy cannot reasonably be expected to perform the agreed work for the originally agreed fee. In that case, FSN Consultancy will notify the Client in good time of the intention to increase (or decrease)





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the fee. FSN Consultancy will state the extent of and the date on which the increase (or decrease) will take effect. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.

## **Article 12 - Collection Policy**

- 1. If the Client does not meet its payment obligation and has not fulfilled its obligation within the payment term of 30 days set for this, the Client will be in default by operation of law.
- 2. From the date that the Client is in default, FSN Consultancy will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and to reimburse the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
- 3. If FSN Consultancy has incurred more or higher costs that are reasonably necessary, these costs will be eligible for compensation. Any judicial and execution costs incurred are also borne by the Client.

### Article 13 - Privacy, Data Processing and Security

- 1. FSN Consultancy handles the Client's (personal) data with care and will only use them in accordance with the applicable standards and comply with the obligations under the GDPR. If requested, FSN Consultancy will inform the concerned person about this.
- 2. The Client is responsible for the processing of data that is processed using a Service of FSN Consultancy. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies FSN Consultancy against any (legal) claim related to this data or the performance of the Agreement.
- 3. If under the Agreement FSN Consultancy must provide information security, this security will meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

#### **Article 14 Suspension and Dissolution**

- 1. FSN Consultancy has the right to retain the data, data files and such received or created by the Client if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a reason for FSN Consultancy arises, which justifies suspension in that case.
- 2. FSN Consultancy is entitled to suspend the fulfilment of its obligations as soon as the Client is in default with the fulfilment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed to the Client in writing.



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- 3. In that case, FSN Consultancy is not liable for damage, for any reason, as a result of the suspension of its work.
- 4. The suspension (and/or dissolution) does not affect the Client's payment obligations for work already carried out. In addition, the Client is obliged to compensate FSN Consultancy for any financial loss that FSN Consultancy suffers as a result of the Client being in default.

### **Article 15 - Force Majeure**

- 1. FSN Consultancy is not liable if it cannot fulfil its obligations under the Agreement as a result of a force majeure situation.
- 2. Force majeure on the part of FSN Consultancy means in any case, but is not limited to: (i) force majeure of suppliers of FSN Consultancy, (ii) failure of suppliers who have been prescribed or recommended by its third parties to FSN Consultancy to properly fulfil obligations, (iii) defective software or any third parties involved in the performance of the Service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of FSN Consultancy employees or advisers engaged by it and (vii) other situations that, in the opinion of FSN Consultancy, fall outside its sphere of influence that temporarily or permanently prevent the fulfilment of its obligations.
- 3. In case of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. In that case, all costs incurred before the dissolution of the Agreement will be paid by the Client. FSN Consultancy is not obliged to compensate the Client for any losses caused by such a cancellation.

### Article 16 – Limitation of Liability

- 1. If any result that is laid down in the Agreement is not achieved, a shortcoming on the part of FSN Consultancy will only be deemed to exist if FSN Consultancy has explicitly promised this result when accepting the Agreement.
- 2. If there is an attributable shortcoming on the part of FSN Consultancy, FSN Consultancy is only obliged to pay any compensation if the Client has given FSN Consultancy notice of default within 14 days after discovery of the shortcoming and FSN Consultancy has subsequently not remedied this shortcoming within a reasonable period. The notice of default must be submitted in writing and contain an accurate description/substantiation of the shortcoming, enabling FSN Consultancy to respond adequately.
- 3. If the provision of Services by FSN Consultancy leads to FSN Consultancy's liability, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client, unless the damage is the result of intent or borders on intentional recklessness on the part of FSN Consultancy. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery.



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- 4. FSN Consultancy explicitly excludes all liability for consequential damage. FSN Consultancy is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, missed savings, damage due to business stagnation, capital losses, delay damage, interest damage and intangible damage.
- 5. The Client indemnifies FSN Consultancy against all claims from third parties as a result of a defect as a result of a service provided by the Client to a third party and which also consisted of Services provided by FSN Consultancy, unless the Client can demonstrate that the damage was caused exclusively by FSN Consultancy's Service.
- 6. Any advice provided by FSN Consultancy, based on incomplete and/or incorrect information provided by the Client, is never ground for FSN Consultancy's liability.
- 7. The content of the advice delivered by FSN Consultancy is not binding and only advisory in nature. The Client decides at its own discretion whether it follows the proposals and advice of FSN Consultancy mentioned herein. All consequences ensuing from following the advice are at the expense and risk of the Client. The Client is at all times free to make choices that deviate from the advice delivered by FSN Consultancy. FSN Consultancy is not bound by any form of refund if this is the case.
- 8. If a third party is engaged by or on behalf of the Client, FSN Consultancy is never liable for the actions and advice of the third party engaged by the Client as well as the processing of results (of the advice drawn up) by the third party engaged by the Client in FSN Consultancy's advice.
- 9. FSN Consultancy does not guarantee the correct and complete transmission of the content of emails sent by/on behalf of FSN Consultancy (this also includes letters, messages, contact and conversations), nor for the timely receipt thereof.
- 10. All claims of the Client due to shortcomings on the part of FSN Consultancy lapse if they have not been reported in writing and substantiated to FSN Consultancy within one year after the Client was known or could reasonably be aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, FSN Consultancy's liability expires.

#### **Article 17 – Confidentiality**

- 1. FSN Consultancy and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an order. Confidentiality arises from the order and must also be assumed if it can reasonably be expected to be confidential information. The confidentiality does not apply if the relevant information is already publicly/generally known, the information is not confidential and/or the information has not been disclosed to FSN Consultancy by the Client during the Agreement and/or is otherwise received by FSN Consultancy.
- 2. In particular, confidentiality relates to advice, reports, designs, working methods and/or reports drawn up by FSN Consultancy regarding the Client's order. The Client is expressly forbidden to share the contents of this with employees who are not authorised to take cognisance of this or with (unauthorised) third parties. Furthermore, FSN Consultancy always exercises due care in handling all business-sensitive information provided by the Client.



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- 3. If, based on a statutory provision or a court decision, FSN Consultancy is obliged to provide confidential information to a third party designated by law or competent court, and FSN Consultancy cannot invoke a right of non-disclosure, FSN Consultancy is not obliged to pay any compensation and gives the Client no grounds for dissolution of the Agreement.
- 4. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by FSN Consultancy to third parties requires the written permission of FSN Consultancy, unless such permission has been expressly agreed in advance. The Client will indemnify FSN Consultancy against all claims from such third parties as a result of relying on such information that has been disseminated without the written permission of FSN Consultancy.
- 5. FSN Consultancy and the Client also impose the duty of confidentiality on third parties to be engaged by them.

### **Article 18 - Intellectual Property Rights**

- 1. All IP rights and copyrights of FSN Consultancy, including in any case, but not limited to all designs, models, reports and advice, rest exclusively with FSN Consultancy and will not be transferred to the Client unless expressly agreed otherwise.
- 2. If it has been agreed that one or more of the aforementioned items or works of FSN Consultancy will be transferred to the Client, FSN Consultancy is entitled to conclude a separate Agreement for this and to demand appropriate financial compensation from the Client. Such compensation must be paid by the Client before it obtains the relevant goods or works with the related IP rights.
- 3. The Client is prohibited from disclosing and/or multiplying, altering or making available to third parties (including use with commercial purposes) all documents and software in which the IP rights and copyrights of FSN Consultancy are vested, without explicit prior written permission from FSN Consultancy. If the Client wishes to make changes to items delivered by FSN Consultancy, FSN Consultancy must give explicit approval to the intended changes.
- 4. The Client is prohibited from using the goods and documents in which the intellectual property rights of FSN Consultancy are vested otherwise than agreed in the Agreement.
- 5. The Parties will inform each other and take joint measures if an infringement of IP rights occurs.
- 6. The Client is not permitted to say to external parties without prior written agreement: "Approved by Hans Verhagen", "approved by Food Safety & Nutrition Consultancy", or a similar text with the same meaning. All damage suffered by FSN Consultancy as a result thereof will be fully recovered from Client.
- 7. Any infringement by the Client of FSN Consultancy's IP rights (and copyrights) will be punished with a one-off fine of € 10,000 euros (in words: ten thousand euros) and a fine of € 500 euros (in words: five hundred euros) for each day that the infringement continues.



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### **Article 19 - Indemnification and Accuracy of Information**

- 1. The Client is responsible for the correctness, reliability and completeness of all data, information and/or documents in any form it provides to FSN Consultancy in the context of an Agreement, as well as for the data it has obtained from third parties and which have been provided to FSN Consultancy for the performance of the Service.
- 2. The Client indemnifies FSN Consultancy 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 FSN Consultancy 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. The Client indemnifies FSN Consultancy against all third-party claims arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the performance of the Agreement and/or the acts or omissions of the Client towards third parties.
- 5. If the Client provides electronic files, software or information carriers to FSN Consultancy, the Client guarantees that these are free from viruses and defects.

# **Article 20 - Complaints**

- 1. If the Client is not satisfied with FSN Consultancy's Services or has other complaints about the execution of the order, the Client is obliged to report these complaints as soon as possible, but no later than 14 calendar days after the relevant reason that led to reporting the complaint. Complaints must be reported in writing by completing the contact form on FSN Consultancy's website with the subject "Complaint".
- 2. The complaint must be sufficiently substantiated and/or explained by the Client if FSN Consultancy is to be able to process the complaint.
- 3. FSN Consultancy will respond to the complaint as quickly as possible, but no later than within 28 calendar days after receiving the complaint.
- 4. Parties will aim to find a joint solution.

# Article 21 - Applicable Law

- 1. Dutch law applies to the legal relationship between FSN Consultancy and the Client.
- 2. FSN Consultancy has the right to change these General Terms and Conditions and will inform the Client thereof.





- 3. In the case of translations of these General Terms and Conditions, the Dutch version will prevail.
- 4. All disputes arising from or in connection with the Agreement between FSN Consultancy and the Client will be settled by the competent court of the Midden-Nederland court, location Utrecht, unless mandatory provisions of law designate another competent court.

Zeist, 21 October 2020

