

1. General provisions

All our services, invoices and contracts are subject to these terms and conditions, excluding the Client's terms and conditions. These terms and conditions may only be deviated from providing it is explicitly stipulated in writing and with the agreement of Foodchain ID. They may however be added to or modified by special terms and conditions.

These terms and conditions are applicable for the different subsidiaries of the Foodchain ID® group:

- Foodchain ID Testing Solutions S.A. (Company no. BE 0470 109 411)
- Foodchain ID Certification S.A. (Company no. BE 0679 546 366)

2. Offers

Unless written agreement to the contrary, our price, goods and service offers are valid until the 31 December of the year they are established.

All contracts or orders handled by our representatives will only be valid after written confirmation from Foodchain ID; however, the order signed by the Client constitutes a firm commitment on the part of this.

3. Completion times

Foodchain ID will endeavour to respect the completion times stated but will not be bound by any compensation in the event that these times, provided as a guide only, are exceeded.

4. Subcontracting

Foodchain ID is entitled to entrust the performance of its services - outside of certified activities - to a third party, natural person or legal entity.

Foodchain ID Certification, in the context of its certification activities, subcontracts product analyses that it collects at Foodchain ID Testing Solutions. Foodchain ID Testing Solutions will carry out the analyses itself or entrust them to a licensed and certified laboratory with which it is bound by a contract. In the context of analyses carried out in the Organic sector, the laboratory must be recognised by the competent authorities.

5. Prices

The prices are exclusive of VAT. They are valid until the 31 December of each year and are systematically indexed on the basis of the cost of labour - Specialised, scientific and technical activities (M) index at the 1st January of the year following without prior information.

Foodchain ID reserves the right to unilaterally adapt the price of analytical services entrusted to external laboratories if this adaptation is less than 10%.

Foodchain ID reserves the right to unilaterally adapt the price of its products or services for any exceptional cause and by means of a written justification from its client.

6. Order cancellation

If the Client cancels the order, the services already carried out are due in full in addition to a 20% indemnity of the balance of the agreed services.

7. Payment

The payment of the services must be made on the date indicated on the invoice and this, exclusively to the bank account mentioned and with the communication indicated on this.

Costs incurred during a payment are borne by the Client.

All partial supplies entail a corresponding invoicing.

In the event of a late payment, the sums due by the Client bear late payment interest automatically and without notice at the monthly rate of 1%, and this to be dated from the first outstanding payment or to be dated from the first day on which the deadline is exceeded. Moreover, in the event of a non-payment, a fixed sum equal to 10% of the unpaid amounts with a minimum of €50 will be due. In the event of non-payment of a single invoice in the given deadlines, Foodchain ID can choose to terminate all ongoing contracts.

In accordance with article 6 of the law of the 2 August 2002, the Client will compensate Foodchain ID for all recovery costs, including legal and technical consulting fees and costs, that Foodchain ID should then incur following a breach by the Client of one of the obligations it is responsible for under these terms and conditions.

Foodchain ID is entitled to immediately end the contract with notice, or indemnity in the event of bankruptcy, voluntary winding up or official receivership, dissolution, court imposed scheme of arrangement or any other competitive procedure against creditors in the event of cessation of the Client's activity.

8. Retention of title

Except for special terms and conditions, Foodchain ID, while respecting confidentiality, has the property rights on results as well as implemented methods and techniques. The Client has results for its own use. Any other use must be the subject of a written agreement.

9. Personnel hire and request by the Client

Both during execution of the works and during the 12 months following the end of these, the Client refrains from requesting or hiring personnel from Foodchain ID or turning to its services in any way whatsoever, unless prior written authorisation from Foodchain ID (2 year period in the context of Foodchain ID Certification). A breach of this article will automatically give rise to the payment to Foodchain ID, by the client, of an indemnity equal to or double the gross annual salary of the employee Foodchain ID would have been without.

10. Claims

Foodchain ID may be notified of any complaint or dispute by letter or email.

Products or services refused following a complaint or dispute made in the deadlines will be examined by our quality department that will decide on their potential cancellation.

11. Guarantee

Foodchain ID undertakes to supply products or services corresponding to technological progress at the time of delivery or the service provision and is bound on this point by a best-efforts obligation. Any guarantee, notably of performance or result, is excluded.

12. Responsibilities

All information received or assessed by Foodchain ID personnel is subject to the confidentiality clauses described within the quality system.

Samples or any other object entrusted to Foodchain ID travel at the risks and perils of the Client, whatever the method of shipment, including during transport paid for by the Client.

Foodchain ID declines any responsibility for any damage, direct or indirect, owing to its products or employees in the event of gross negligence or wilful misconduct.

When Foodchain ID's responsibility is incurred, the amount of damages that may be claimed on no account exceeds the amount invoiced by Foodchain ID for its products or services during the year preceding the damage.

13. Use of the Client's name and logo

The Client authorises Foodchain ID to use its name(s) and/or logo(s) for publicity purposes linked to the use of Foodchain ID services.

14. Jurisdiction clause and governing law

In any dispute or litigation, the courts of the registered office of Foodchain ID have sole jurisdiction to decide on any dispute.

Any contract or transaction subject to these terms and conditions is governed by Belgian law.

Any person representing *ipso jure* its Company or Firm is supposed to have read the articles above and accepted them and, consequently, become joint debtor of the invoices associated with the services they govern. They may in no way contest one or several conditions, except, at their request, Foodchain ID waives this in writing.

15. Terms and conditions of reference for accreditation

The rules defining the references for certification as described in document BELAC 2-001 (chapter 4) are applicable to clients that work with Foodchain ID.