

	GENERAL TERMS AND CONDITIONS OF SALE AND INVOICING	G12.a1EN	V9 dated 03/11/2025
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1. General provisions

All our services, invoices and contracts are subject to these general terms and conditions, to the exclusion of the Customer's general terms and conditions. These terms and conditions prevail over all other terms and conditions. No deviation from these general terms and conditions shall be permitted unless explicitly stipulated in writing and with the agreement of Foodchain ID. However, they may be supplemented or modified by specific conditions.

The purpose of these general terms and conditions is to regulate the contractual relationship between the Customer and Foodchain ID. The term "Customer" refers to the business professional who uses Foodchain ID's services and, where applicable, has accepted the offer or entered into a service agreement.

These terms and conditions apply to the subsidiaries of the Foodchain ID® group whose registered office is located in Belgium, namely:

- Foodchain ID Testing Solutions S.A. (Company no. BE 0470 109 411)
- Foodchain ID Certification S.A. (Company no. in Belgium: BE 0679 546 366; in France: RCS (Trade and Companies Register) Saint-Brieuc 934428426)

2. Best-efforts obligation and responsibilities

The services are classified as a best-efforts obligation unless otherwise expressly agreed between Foodchain ID and the Customer. Foodchain ID undertakes to do its utmost to provide the services requested by the Customer. However, Foodchain ID is not required to implement means that are disproportionate to the objective to be achieved.

Foodchain ID is only responsible for complying with its legal and contractual obligations. Foodchain ID shall only be liable for damages resulting from its services insofar as such damages are related to its involvement or the services it has provided. Foodchain ID shall not be liable under any circumstances for any damage incurred by the Customer and, in particular, but without limitation, shall not be liable for indirect damage, damage caused to third parties, unexpected results, or expected results that are not achieved. Foodchain ID shall not be liable for any damage resulting from the involvement of a third party in the services or from misuse by the Customer or a third party. Foodchain ID shall not be held liable if, following the transmission of results, the Customer decides to take action (counter-analysis by a third party, recall, destruction of products, consulting, etc.) without first informing Foodchain ID.

Samples or any other items entrusted to Foodchain ID are transported at the Customer's risk, regardless of the method of shipment, including when transport is paid for by the Customer.

In the event that Foodchain ID is held liable by the Customer or a third party, such liability shall in all cases be limited to the amount of the services concerned by the dispute or claim and paid for by the Customer. Under no circumstances may the amount of damages take into account any expected but unrealised profit or any loss potentially avoided by the Customer.

Foodchain ID reserves the right to refuse to provide the service on behalf of the Customer or to terminate it early, if necessary, for personal reasons or reasons related to the Customer (e.g. lack of involvement, lack of consistency, recurring indecision, previous non-payment of invoices, failure to comply with equipment requirements, failure to comply with general safety rules and/or those set out in these terms and conditions, or any other reason whatsoever).

3. Electronic documents

In the event that the proposal, or any other communication between the parties, is exchanged electronically (e.g. by email) between the Customer and Foodchain ID and, as a result, the sale or agreement is concluded outside the Customer's place of business, the Customer expressly agrees that the electronic exchanges constitute the contractual relationship and may serve as proof of its existence.

4. Proposals and prices

Unless otherwise agreed in writing, our proposals for prices, goods and services are valid until 31 December of the year in which they are issued.

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

The Customer's agreement to the content of the proposal is given by signing the proposal and dating it. The proposal may be returned signed in writing or by email, provided that the Customer's agreement is clearly, identifiably and unambiguously stated therein.

By signing as above, the Customer declares that they have read and understood these general terms and conditions. In the event of electronic confirmation of the proposal, the Customer shall be bound by it as soon as the agreement is sent to Foodchain ID electronically or confirmed by Foodchain ID in writing, in any form whatsoever.

In any event, if the contract or proposal is not returned duly signed for agreement, any performance, even partial, shall be deemed to constitute tacit acceptance of the terms of the contract or proposal, which shall then be considered validly concluded between the parties.

In the event of an order for additional services not included in the proposal, the general terms and conditions applicable are identical to those laid down for the services initially requested and for which the Customer has given their agreement.

Any request for modification made by the Customer after the proposal has been submitted must obtain the express agreement of Foodchain ID. After approval by Foodchain ID, the modification requested by the Customer will result in a modification of the proposal and, where applicable, of the cost of the services.

Prices are quoted in euros, net and excluding VAT. They are valid until 31 December of each year and are automatically index-linked on 1 January of the following year without prior notice.

Foodchain ID reserves the right to unilaterally adjust the price of analytical services entrusted to external laboratories if this adjustment is less than 10%. Foodchain ID reserves the right to unilaterally adapt the price of its products or services for any exceptional reason and subject to written justification on its part to its Customer.

5. Payment

All invoices are payable within 30 days of the invoice date. Payment for services must be made by the due date indicated on the invoice, exclusively to the bank account indicated on the invoice. Any costs incurred in making a payment shall be borne by the Customer.

All partial supplies will be invoiced accordingly.

Foodchain ID shall send the invoice to the Customer by post or e-mail. From 1 January 2026, business Customers will receive electronic invoices in the forms prescribed by law. If the order is sent by e-mail, it will be sent to the e-mail address provided by the Customer when the proposal was signed. Under no circumstances will Foodchain ID be held responsible if the e-mail address provided by the Customer is incorrect.

In addition, the Customer must inform Foodchain ID immediately if the e-mail address or postal contact address changes. No additional payment period will be granted to a Customer who has failed to notify the change of e-mail address for sending the invoice(s).

In the event of late payment, the sums owed by the Customer shall ipso jure and without formal notice bear late payment interest at a monthly rate of 1%, from the date of the first unpaid instalment or from the first day after the due date. In addition, in the event of non-payment, a lump sum equal to 10% of the unpaid amounts with a minimum of €50 will be payable. In the event of non-payment of a single invoice on time, Foodchain ID may choose to suspend or terminate all current contracts.

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In accordance with Article 6 of the Law of 2 August 2002, the Customer shall compensate Foodchain ID for all collection costs, including lawyers' fees and technical advice costs, which Foodchain ID may incur as a result of the Customer's failure to fulfil any of the obligations imposed on them by these general terms and conditions. Foodchain ID shall be entitled to terminate the contract immediately without notice or compensation in the event of bankruptcy, voluntary or compulsory liquidation, dissolution, court-ordered arrangement or any other insolvency proceedings between creditors, or in the event that the Customer ceases trading.

6. Intellectual property

Except under special terms and conditions and in compliance with the obligation of confidentiality, intellectual property rights relating to services, results, methods and techniques used that fall within the concept of works as defined by intellectual property legislation are and remain the property of Foodchain ID. The services are provided for the exclusive use of the Customer, taking account of the Customer's needs.

Under no circumstances is the Customer authorised to reproduce the services either privately or for distribution or marketing purposes (other than those provided for in the contractual relationship) without the express written agreement of Foodchain ID. The Customer may not make any changes whatsoever to the services and/or media. Failing this, Foodchain ID reserves the right to demand payment of royalties.

Under no circumstances is the Customer authorised to pass on the services or project simulations carried out by Foodchain ID to a third party. Failing this, Foodchain ID reserves the right to demand payment of royalties, without prejudice to any claim for damages.

7. Completion times

Foodchain ID will endeavour to meet the completion deadlines mentioned but shall in no event be liable to pay any compensation in the event that these deadlines, which are given for information purposes only, are exceeded.

Any delay or postponement of an appointment attributable to the Customer will result in an extension of the completion deadlines or cancellation of the services. In this case, Foodchain ID will send an invoice to the Customer for an amount corresponding to the amount of the costs minus any amounts already paid, in accordance with the terms described in article 11 of these general terms and conditions of sale.

8. Subcontracting

Foodchain ID Testing Solutions has the right to entrust the performance of its services – excluding accredited activities – to a third party, whether it be a natural person or a legal entity.

As part of its certification activities, Foodchain ID Certification subcontracts the analysis of the products it samples to FoodChainID Testing Solutions. FoodChain ID Testing Solutions will either carry out the analyses itself or entrust them to an accredited laboratory with which it has a contractual relationship. For analyses carried out in the organic sector, the laboratory must be recognised by the competent authorities.

9. Confidentiality

Foodchain ID is responsible for the management of all information obtained or generated in the course of its activities. This information is proprietary and must be treated as confidential, with the exception of information made public by the Customer or agreements made with the Customer.

This obligation of confidentiality also extends to information relating to the Customer obtained from sources other than the Customer. FOODCHAIN ID shall preserve the confidentiality of its source, and its identity must not be disclosed to the Customer without its agreement.

Where FOODCHAIN ID is required by law or authorised by contractual commitments to disclose confidential information, the Customer or person concerned will be informed, unless prohibited by law.

10. GDPR

All personal data concerning the Customer, as defined by European Data Protection Regulation 2016/679 and the Act of 30 July 2018 on the protection of natural persons with regard to personal data, is processed in accordance with these regulations. The data is stored solely for purposes specific to Foodchain ID and is under no circumstances passed on to third parties for direct marketing or any other purpose.

The data held by Foodchain ID is as follows: surname, first name, address, e-mail address, telephone number, dates and location of services, VAT number and reports.

The Customer can:

- object, on simple request and free of charge, to the processing of their personal data;
- access, free of charge, the data held about them by Foodchain ID and have any incomplete, inaccurate or irrelevant data corrected;
- object, on serious and legitimate grounds, to the data stored being processed;
- request the deletion of data concerning them from Foodchain ID insofar as the retention thereof is not imposed on Foodchain ID by legal obligations;
- to request the portability of their data held by Foodchain ID to a third party;
- to withdraw consent to data processing based solely on consent at any time.

Any queries regarding the above should be made in writing to Foodchain ID, either by post or by e-mail to info.be@foodchainid.com. For the remainder, the full privacy policy is available via the following link <https://www.foodchainid.com/privacy-policy/>

Foodchain ID may disclose personal information to third parties at the request of any authority legally authorised to make such a request. Foodchain ID may also disclose them if such disclosure is required, in good faith, to comply with laws and regulations, to protect or defend its rights or property, or if it believes that the Customer poses a danger to itself or to a third party.

11. Order cancellation

If the Customer cancels an order, all services already performed or in progress are payable in full.

If an audit or inspection is cancelled between 15 and 7 calendar days before the date of the audit or inspection: 50% of the task will be invoiced. If an audit or inspection is cancelled within 6 calendar days of the date of the audit or inspection: 100% of the task will be invoiced.

12. Recruitment and use of personnel by the Customer

Both during the execution of the work and for 12 months after its completion, the Customer shall refrain from soliciting or hiring Foodchain ID staff or using their services in any way whatsoever, unless Foodchain ID has given its prior written authorisation (the period is two years in the case of Foodchain ID Certification). Any breach of this article shall ipso jure give rise to the payment by the Customer to Foodchain ID of compensation equal to twice the gross annual salary of the employee of whom Foodchain ID would have been deprived.

13. Customer's obligations

The services are provided by Foodchain ID based on the data and information provided and formulated by the Customer. When information is expressly requested by Foodchain ID from the Customer in order to carry out the services, Foodchain ID can only carry out its services on the basis of the information transmitted to it. It must therefore be sent by the requested deadline. If the information is not sent within the required time, Foodchain ID will no longer be able to guarantee that its study will be carried out.

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The Customer guarantees that the information provided to Foodchain ID is correct and, in the event of any changes, shall inform the FoodChain ID department responsible for it.

The Customer shall ensure that the location where the service is to be carried out is free and easily accessible prior to the start of the appointment. If the premises are closed and no third party is expressly dispatched to open them, Foodchain ID must be in possession of the key or access code beforehand. Foodchain ID shall not be held liable for any delays in the provision of services due to accessibility issues at the location where the services are to be provided.

14. Complaints

Any complaint by the Customer must be made immediately verbally, confirmed in writing or by e-mail within 3 days at the latest, as evidenced by the postmark, of receipt of the services provided by Foodchain ID.

Foodchain ID undertakes to make every effort to find an amicable solution that suits all parties.

Provided that a complaint is made by the Customer within the time limits stipulated in the preceding paragraph, and provided that Foodchain ID accepts it after analysis by our quality unit, the amount of the complaint will be limited to the value of the services concerned, less the actual costs incurred by Foodchain ID.

15. Guarantee

Foodchain ID undertakes to supply products or services corresponding to the state of technological progress at the time of delivery or service and is bound on this point to best-efforts obligation. Any guarantee, in particular of performance or results, is excluded.

16. Use of the Customer's name and logo

The Customer authorises Foodchain ID to use its name(s) and/or logo(s) for advertising purposes related to the use of Foodchain ID services.

17. Jurisdiction and applicable law

In the event of a dispute, the preferred method of resolution is mediation between Foodchain ID and the customer. To this end, the parties undertake to participate in at least one mediation meeting organised by a mediator approved by the *Commission fédérale de médiation* (Federal Mediation Commission). However, if no agreement can be reached, the competent courts shall be those of the judicial district in which Foodchain ID has its registered office.

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

Any person representing their company or firm ipso jure is deemed to have read and accepted the above articles and, in doing so, becomes jointly liable for the invoices associated with the services they govern. They may not in any way dispute one or more of the conditions, unless, at their request, Foodchain ID waives them in writing.

18. Nullity

The possible invalidity of any provision of these general terms and conditions shall not affect the validity of the entire document. If a provision is rendered null and void, the parties undertake to conclude a clause with similar effect and to insert it in these General Terms and Conditions in place of the clause that has become null and void.

19. Terms of reference for accreditation:

It is strictly forbidden to affix the BELAC or COFRAC mark and/or logo on the product label or on the accompanying documents, with the exception of certificates and reports issued by FoodChain ID, provided that these are reproduced in their entirety.

Any improper, erroneous or misleading use of the BELAC/Cofrac mark or reference to accreditation constitutes misuse. BELAC/Cofrac reserves the right to impose corrective measures, in particular:

- withdrawal or recall of documents,
- suspension or withdrawal of accreditation,

20. Advertising

It is strictly forbidden for the Customer to affix the logo of FoodChain ID Certification, FoodChain ID Testing Solutions or any other FoodChain ID brand to its products.