



GENERAL CONDITIONS

General Conditions of Schothorst Feed Research B.V.

These General Conditions of Schothorst Feed Research B.V. (hereinafter: 'Conditions') will come into effect on July 1st, 2017.

General

The following terms have the following meanings:

- **Client:** any party at whose instruction SFR performs work.
- **Agreement:** the assignment based on which all work is performed by SFR. 'Work' also includes giving advice, providing services, providing or giving insight into results, data and/or information, and delivering goods.
- **Results:** the results reported by SFR.
- **SFR:** Schothorst Feed Research B.V., Chamber of Commerce number 39084732, with its registered office in Lelystad, the Netherlands, including natural persons or legal entities engaged by SFR to perform the Agreement.

These Conditions apply to all offers by SFR and to all Agreements between SFR and the Client.

SFR hereby rejects any reference by the Client to his own general conditions.

Deviations from these Conditions will only be accepted insofar as SFR has confirmed them in writing.

1. The Agreement

- 1.1 Unless otherwise agreed, offers by SFR remain valid for 30 days from the offer date.
- 1.2 An Agreement shall be deemed to have been established after SFR and Client have expressly accepted the Agreement in writing or SFR has started with the execution of the Agreement.
- 1.3 SFR will endeavour to perform the Agreement with due care.
- 1.4 If SFR delivers goods, SFR will not provide any other warranties besides those described in the offer.
- 1.5 For the execution of the Agreement the agreed deadlines are not of the essence. If the Agreement is not performed in due time by SFR, SFR is not in breach until it has received a notice of default.

2. Materials and information

- 2.1 The Client will ensure that any materials from the Client which are necessary to perform the Agreement are received by SFR in advance and comply with the relevant regulations.
- 2.2 The Client is responsible for properly and fully informing SFR with respect to the performance of the Agreement.
- 2.3 The Client must, before the Agreement is performed, provide to SFR a written notice of the characteristics of a substance or item which the Client places at the disposal of SFR, gives to SFR for processing or research in connection with the Agreement and which might pose a hazard, and must clearly mark the substance, item or packaging as hazardous. The Client will be liable for any damage arising from this.

3. Confidentiality

- 3.1 SFR and the Client hereby undertake to mutually keep completely confidential, during the term of this Agreement and for five years after the report is delivered, any information or data which they have obtained from each other in connection with this Agreement and any items, information, materials, know-how, knowledge, techniques, expertise or Results

developed in connection with this Agreement, and not to use these for any other purpose besides the performance of the Agreement, except for information or data which:

- a. was already public at the time of the receipt thereof or subsequently became public through no fault of the Client or SFR;
 - b. must be disclosed by law;
 - c. was obtained from third parties;
 - d. was also validly obtained by third parties.
- 3.2 SFR reserves the right to explain in more detail Results that were disclosed by Client to third parties when, in SFR's judgment, incorrect or incomplete conclusions were drawn from the Results.
 - 3.3 Any proposal made by SFR under this Agreement will, whether it concerns research or cooperation, fall under the confidentiality provisions of Article 3 of these Conditions.

4. Results

- 4.1 The Client owns the Results, outcomes and recommendations reported/furnished by SFR within the context of the Agreement.
- 4.2 The Client may publish the issued reports literally and entirely, on the condition that this does not occur on a commercial basis in book form or otherwise. Publishing reports in any other form (with or without attribution) is only granted with SFR's prior written permission, which permission will not be unreasonably withheld.
The parties may agree in writing that the Client will be entitled to publish the reports in commercial form, subject to conditions to be agreed on.
- 4.3 SFR's reports will be in English. Regardless whether a report has been drawn up in another language, the English text of the report will take precedence.
- 4.4 Using the Results to bring claims, conduct legal proceedings or advertise, as well as using SFR's name in any form whatsoever, including publishing the report, is only granted with SFR's prior written permission, which permission SFR will only deny if there are compelling interests.

5. Intellectual property rights

- 5.1 Any knowledge, data, know-how, techniques, expertise or methods which were already owned by the Client or SFR before the Agreement are and will remain the Client's or SFR's property.
- 5.2 The copyrights to the reports – in whatever form – will be held by SFR.
- 5.3 SFR will exclusively own or exclusively acquire the intellectual property or other property rights to any information, materials, know-how, knowledge, techniques, expertise or Results to be developed in connection with the Agreement.

6. Prices and payment conditions

- 6.1 Unless otherwise agreed, all prices will be in euros and exclusive of VAT and other costs.
- 6.2 SFR reserves the right to adjust the prices and rates once every calendar year. The Client will be given notice of the change one month in advance.
- 6.3 SFR will send the Client a digital invoice for the work performed. Payment must be made within 30 days of the invoice date, without any deduction, discount or setoff.
- 6.4 If the parties have not agreed on a fixed price, SFR will invoice the work based on subsequent costing at SFR's then-



applicable rates. Additional work will be provided by SFR in consultation with the Client and shall be invoiced by SFR based on time and materials.

- 6.5 SFR may demand advance payments or interim payments. Advance payments will be set off in the final invoice.
- 6.6 If any payment period is exceeded, this will have the following consequences: the Client will be in default from the invoice due date, from which date interest will be owed at the statutory commercial interest rate plus 3%, with a portion of a month being considered an entire month. Any other costs incurred in or out of court to collect the amounts invoiced will be paid by the Client. These costs will equal at least 15% of the principal still owed, with a minimum of EUR 200.
- 6.7 Filing a claim or complaint will not suspend the Client's payment obligation.

7. Liability

- 7.1 SFR is committed to make due effort to act according to the requirements in accordance with the Agreement, by the standards of reasonableness and fairness.
- 7.2 The Client will be liable for the use of the Results by the Client and third parties. SFR will not be liable for damage to the Client or third parties as a result of the use or application of the Results or the incorrect interpretation of the Results.
- 7.3 The Client will indemnify SFR against any claims by third parties on account of damage suffered by these parties, which results from the application or use of data that the Client has provided to SFR in connection with the performance of the Agreement.
- 7.4 SFR's liability for compensating damage will be limited to direct damage and will not exceed the amount, which the Client has paid (exclusive of VAT) for the performance of the relevant portion of the Agreement giving rise to the damage.
- 7.5 Direct damage means damage directly resulting from or relating to the performance of the Agreement or a portion thereof. SFR will not be liable for indirect damage or consequential damage resulting from or relating to the performance of an Agreement, including lost profits, lost turnover, lost savings, trading loss and damage due to business interruptions.
- 7.6 SFR will not be liable for damage arising or resulting from goods provided by the Client or goods given to SFR for processing.
- 7.7 Unless such damage results from gross negligence by SFR, the Client will be liable for damage, which SFR suffers while being present on the Client's or third parties' premises in connection with the Agreement.
- 7.8 SFR will not be liable for damage caused by the fact that goods sent by the Client for the Agreement do not comply with the statutory or SFR's requirements. Nor will SFR be liable for damage resulting from defects in these goods.
- 7.9 SFR will not be liable for delays in the performance of the Agreement caused by materials delivered late by or from the Client.
- 7.10 If, as a result of a test treatment in the research, it becomes apparent while the research is being conducted that the health or wellbeing of the animals will be seriously undermined, SFR may, after notifying the Client in writing, at SFR's discretion, terminate, suspend or modify the research. The Client must reimburse the costs incurred for the research. The foregoing will not affect SFR's right to recover compensation from the Client if the aforementioned situation is attributable to the Client.
- 7.11 SFR will only be liable if the Client immediately provides SFR with a proper notice of default, stating a reasonable period to rectify the alleged breach.

8. Force Majeure

- 8.1 Neither party will be required to fulfil any obligation if it is unable to do so because of a situation of force majeure. 'Force majeure' means any event including any circumstance beyond a parties' control and arising through no fault of that party, as a result of which that party cannot reasonably be expected to perform the Agreement and thus fulfil its obligations towards the other party. Such circumstances include personnel shortages, strikes, veterinary illnesses, government measures and breaches of contract by the parties' suppliers.

9. Miscellaneous

- 9.1 Within 2 months after completion of the final Results, the Client shall ensure that the items made available by Client to SFR, are retrieved. After this period, it is up to SFR to take appropriate measures, the costs borne by the Client.
- 9.2 If the Client breaches its obligations under the Agreement, SFR will be entitled to suspend its obligations until the Client has fully satisfied its obligations. This will not affect SFR's right to seek payment for the time spent and/or materials used by SFR in performing the Agreement.
- 9.3 SFR reserves the right to terminate the Agreement early if the Client breaches its obligations towards SFR or is granted a suspension of payments or is declared insolvent. If SFR terminates the Agreement early pursuant to this article, this will not provide any basis for any claim by the Client against SFR. The Client must still fully pay for the work performed up to that time, irrespective of SFR's right to compensation.
- 9.4 If one or more provisions of these Conditions are declared invalid or are nullified, the other provisions will still fully apply to the Agreement.
- 9.5 SFR may amend these Conditions during the term of the Agreement. The Client will be informed of any such amendment as soon as possible.

10. Disputes

- 10.1 Any disputes arising in connection with the Agreement will be settled by a dispute resolution committee, consisting of three qualified individuals, with one of these individuals to be designated by SFR, one by the Client and one by both of them jointly. The committee's opinion will be binding.
- 10.2 Dutch law will apply to the Agreements between the parties.