

## Delivery terms & conditions

### Feed Design Lab

#### Definitions: *article 1*

Within these terms and conditions, the following definitions apply:

- a) Supplier: Feed Design Lab, henceforth referred to as FDL.
- b) FDL staff: people employed by FDL or brought in to work on the client's project by FDL.
- c) Client: a third party who wishes to have a project fulfilled by FDL.
- d) Project: the development and/or delivery of services for the benefit of the client.
- e) Intellectual property: copyright, intellectual rights and patents.

#### Applicability: *article 2*

1. These terms and conditions apply to all proposals, activity, quotations and agreements relating to a project which is carried out by the supplier, unless otherwise stated in the quotation.
2. If the supplier has made an agreement with the client which includes these terms and conditions, then these terms and conditions shall also apply to any further instructions given by the client, whether communicated orally or by telephone, telegraph or fax or in any other way, regardless of whether they are confirmed in writing.
3. Additional and/or amended terms and conditions from the client's side are not applicable, unless accepted in writing by the supplier.

#### Quotation and acceptance process: *article 3*

1. The supplier offers to complete a project by submitting a quotation. The quotation is based on the information provided by the client. The client undertakes to provide to the supplier all relevant information, to the best of his knowledge, in order for an accurate quotation to be submitted.
2. The supplier's offer to carry out a project is not binding and is valid for the period of time stated in the quotation.

#### Project delivery: *article 4*

1. The supplier shall carry out projects to the best of his ability and understanding, and in accordance with the demands of good practice.
2. Changes to an original project by the client may influence the agreed timetable and costs of the project. The additional costs arising from this are to be met by the client. The supplier shall inform the client of the extra costs as soon as these are recognised.
3. The client carries the risk for items which have been made available to the supplier for the purposes of carrying out the project.

#### Staff provision: *article 5*

1. Staff from third parties shall only be brought in following discussions with, and agreement from, the client.
2. The supplier is free to replace one staff member with another. The supplier guarantees that the replacement staff member will be of similar quality. The supplier's obligations under these terms and conditions are also applicable to staff members.

#### Information: *article 6*

1. Information such as documents and data which are relevant to project delivery, shall be given to the supplier by the client in a timely manner.
2. If the client does not cooperate in a timely manner and/or in accordance with the agreement, to deliver a project, the supplier may charge the client for resulting increased and/or extra costs

#### Complaints and guarantee: *article 7*

1. FDL provides its services to the best of its ability. FDL does not promise guaranteed results and gives no guarantees regarding the originality, completeness or suitability of the results for a specific goal.
2. Any complaints should be submitted by the client in writing within fourteen days following the completion of the project, giving detailed information about the nature and reason for the complaint as well as the date and manner in which the discrepancy was identified.
3. The submission of a complaint does not absolve the client from his payment obligations.
4. If it can be shown that shortcomings in the delivery of a project are the fault of the supplier, the supplier shall rectify these without charging the client for extra costs.

#### Intellectual property: *article 8*

1. Intellectual property rights which are used in order to carry out a project remain the property of the respective owner. Results of the project shall, in accordance with article 8, paragraph 1, be the property of the client. The client has the right to exploit these results commercially, to the exclusion of anyone else. The client has the right to apply for intellectual property rights for the results of the project, anywhere in the world.
2. From the outset, the supplier transfers their claims to industrial ownership rights to the client, as far as these rights are applicable and in accordance with article 8, paragraph 1. The supplier shall assist the client as needed, in order to obtain intellectual property rights. The costs associated with this for the supplier shall be reimbursed by the client.
3. Publication of project results using the supplier's name is only allowed with the permission of the client and the supplier.
4. It is not permitted to copy, reproduce, digitise or otherwise make available information which includes copyrights and/or intellectual property of the supplier, without the written permission of the supplier.

#### Liability: *article 9*

1. The supplier is not liable for damage which results from the agreement made with the client and/or any loss of income by the client, unless the damage is the result of negligence, improper practice or deliberate actions by the supplier or one of their staff.
2. The supplier's potential liability for direct damage relating to a project, as set out in article 9, paragraph 1, is limited to the amount which is paid out in such an event by the supplier's relevant liability insurance, plus the fixed 'own risk' amount set out in the policy document, which is not covered by the insurer.
3. If – for any reason – no payment is made under the insurance referred to in 9.2, any liability is limited to the amount of the fee owed and paid by the client to the supplier for the relevant project.
4. The supplier accepts no liability resulting from use of project results, including the use or application of the conclusions set out in the final project description and report.
5. Liability for indirect damage or consequential loss is excluded in all circumstances.
6. If the client is familiar with, or should be familiar with, characteristics of a substance or object which the client makes available to FDL, or gives to FDL for further processing or investigation, in the context of the agreement, which could be dangerous for FDL staff, or are detrimental to future production and which require special cleaning procedures, the client is obliged to inform FDL of these characteristics in advance, in writing and as far as possible to mark the substance or object, or its packaging, as dangerous. If this is not done, the client is liable to FDL and/or people brought in and/or used by FDL to fulfil the project, for all damage which results as a consequence of non-communication of this type of characteristic of the substance or object.

7. "FDL cleans the relevant area after carrying out each test, in accordance with requirements. In spite of the cleaning procedure carried out by FDL, the risk remains that a test may be unsuccessful due to possible contamination as a result of previous tests which have been carried out by FDL. FDL is not liable for non-achievement of results, due to possible contamination as a result of previous tests which have been carried out by FDL."

#### Confidentiality: *article 10*

1. Without prejudice to any legal obligations to disclose information, the supplier undertakes not to make public or make known any information or knowledge, data or results gained directly or indirectly from or via the client relating to the relevant project, henceforth called 'know-how', to anyone except staff, without advance written permission from the client.
2. The supplier shall not apply or use the know-how detailed in article 10, paragraph 1 for any purpose other than the completion of the project, without advance written permission from the client.
3. The supplier's obligations referred to in this article do not apply to the know-how if:
  - a. at the time it was gained or supplied, it was already in the public domain, such as calculation methods, software and/or general ways of working,
  - b. at the time it was gained or supplied, it was already in the supplier's possession, without originating from the client,
  - c. after it is gained or supplied, it becomes part of the public domain without any action or omission by the supplier or their staff, or
  - d. after it is gained or supplied, it is legitimately given to the supplier by a third party who has not received this know-how directly or indirectly from the client and who is entitled to make it public.

#### Notification: *article 11*

1. The supplier undertakes to inform anyone whom they consider responsible for any part of this contract of the items for which they are considered responsible.

#### Remuneration: *article 12*

1. A fee will be charged to the client which is based on the tariffs and cost frameworks set out in the quotation, including any increased and/or extra costs. The level of the fee will be set out in a service agreement.
2. The cost frameworks and tariffs set out in the quotation may be amended at the request of either party, if both parties consider that the project involves more or less work than was originally foreseen, or if unforeseen cost increases have taken effect which can be reasonably passed on.

#### Payment: *article 13*

1. The client is to pay in accordance with the agreed payment timetable. Payments are to be made within fifteen days after the invoice is sent. If the payment is not made as agreed, the supplier shall charge the client an interest fee of 1.25% per month, starting from the date on which the agreed payment was due.
2. If the supplier incurs costs in order to recover the payments named in this article, then these costs shall be payable by the client. Payment should be made without any discount or recalculation.

#### Force majeure: *article 14*

1. Force majeure is defined as the following: any situation independent of, or unforeseeable by, the parties, which means that the fulfilment of the agreement can no longer be reasonably demanded by the client from the supplier. Force majeure includes: industrial strikes, unusually high levels of sick leave amongst the supplier's staff, transport issues, fire, government measures and so on, which mean that the supplier cannot [any longer] fulfil their obligations to the client.
2. In cases of force majeure, the supplier is not in breach of contract and has the right to postpone delivery of the project if, and as long as, it is temporarily impossible to fulfil their obligations, or to dissolve the contract definitively if and as long as it is permanently impossible for them to fulfil their obligations. In cases of force majeure, the client has no right to compensation.
3. The supplier has the right to demand payment for work carried out on the relevant project, before the circumstances leading to force majeure occurred.

#### Termination and postponement: *article 15*

1. If the client is in breach of any of their obligations under the law, or under these terms and conditions or under the contract, the supplier has the right, entirely at their own discretion, to terminate the contract by communicating this in writing to the client, or to postpone their obligations under the contract, which does not affect their right to full compensation.
2. In cases where the client:
  - a. is declared bankrupt, relinquishes their assets, declares insolvency or if all or part of their property is confiscated;
  - b. goes into receivership;
  - c. terminates or transfers their business or a significant part of it, including bringing the business into a new or existing company, or changes the purpose of the business;the supplier has the right to [completely or partially] postpone fulfilment of their obligations until the client has given assurances that they will fulfil their obligations.

#### Disputes: *article 16*

1. All disputes, including those considered as such by only one party, resulting from and relating to the contract to which these terms and conditions apply, or to the relevant terms and conditions themselves and their explanation or fulfilment, whether of a practical or legal nature, shall be settled by the appointed civil judge in the region where the supplier is located, as far as this is allowed by law.

#### Applicable law: *article 17*

1. Only Dutch law is applicable to service contracts. Only Dutch law is applicable to all proposals, contracts and the fulfilment of these.