

GENERAL TERMS AND CONDITIONS

Undertaking as to means

Fulfilment of the assignment set by the client in no way imposes an obligation as to results on the part of AMNovam, but only an undertaking as to means.

Obligations of the client

The client is required:

- To provide all information and to allow the inspection of all documents that may be necessary or of value for gaining a clear insight into the assignment (cooperation obligation).
- (If applicable) to report to the Federal Food Safety Agency in the context of the Royal Decree of 14/11/2003 and the Ministerial Decree of 22/01/2004 (reporting obligation) on all matters that come under or may come under this obligation. Through this reporting obligation, the client discharges AMNovam of its substitute reporting obligation.
- To take every initiative required to put into practice and apply the advice or recommendations provided by AMNovam (implementation obligation). In the event of the client itself not doing so within the period set for practical testing, after this period has expired, AMNovam will be permitted to carry out the practical testing itself (with the exception of the reporting obligation to the Federal Food Safety Agency) and to do so at the rate that applies for a 'lead consultant'.
- To make payment in timely fashion for the fulfilment of the assignment (timely payment obligation).

Liability

AMNovam is not liable for any damage that may arise from the non-implementation, incorrect implementation or tardy implementation by the client of the advice or tasks provided by or imposed on AMNovam, the incorrect interpretation or implementation of this advice by the client, the nature of the products made available, the incorrect or tardy application of the products or devices.

Non-disclosure

Both during the implementation of this agreement and after it has come to an end, AMNovam must refrain from disclosing any manufacturing or business secrets or confidential information or documents that belong to the client to any other person, or from conducting any act of disloyal or unfair competition or participating therein. However, documents may be lodged for inspection with official bodies should they so request.

Copyright

All recommendations, tools and documentation that are given to the client or made available by AMNovam during the execution of the assignment will remain the intellectual property of AMNovam and may only be reproduced or transferred with the prior written consent of AMNovam.

Prohibition on employment or recruitment (non-poaching clause)

All service-providers proposed to the client by AMNovam may not in any way be employed or recruited (directly or indirectly) by the client or by any other companies in which the client has an interest, either during or on completion of the assignment, without the involvement of AMNovam. Failure to abide by this requirement will result in the payment of a fixed amount of compensation of €25,000 per infringement, without prejudice to AMNovam's right to claim a higher amount of compensation.

Applicable law and courts with jurisdiction

Belgian law shall apply in the event of a dispute in relation to the existence, interpretation and implementation of this agreement. The courts in Ghent shall have jurisdiction to hear any such disputes.

Subsidies

Whether or not the services are subsidised and any such previously awarded subsidies should be revoked by the government institution in question, this may not, under any circumstances, lead to a review of the prices or to any claim against AMNovam. The client will indemnify AMNovam for any liability in the process of applying for, accepting or monitoring any subsidies.

Invoicing

The client is deemed to have received the invoiced goods or services and to have no comments about them if a written complaint does not reach us within 15 days of the issue date of the invoice. After that time, any complaint is irrevocably inadmissible.

Unless stated otherwise on the invoices, invoices are due for payment within 30 (thirty) days after the issue date of the invoice. In the event of non-payment within this time, late-payment interest of 7% will begin to accrue automatically and without notice of default being served.

In the event of non-payment of the invoice within the time set, an additional fixed amount of compensation will be owed, automatically and without notice of default being served, amounting to 15% of an invoiced amount of 1 250 euro, 10% for an invoiced amount between 1 250 euro and 12 500 euro and 5% above an invoiced amount of 12 500 euro.

Until such time as the goods or services have been paid for in full, they shall remain the property of the seller. In the event of the client becoming insolvent, this clause will be applicable to the appointed administrator.