

## General Terms and Conditions of Sale and Delivery of FLM Preserved BV and FLM Food Group BV

### Article 1 Definitions

- 1.1 In this document '**FLM**' refers to FLM Preserved BV, a private limited liability company under Dutch law, registered with the Dutch Chamber of Commerce under number 64677435, and FLM Food Group BV, registered with the Dutch Chamber of Commerce under number 14126509. Furthermore, the following terms shall have the meaning set forth in this article:
- '**agreement**' refers to these General Terms and Conditions of Sale and Delivery ('**Terms and Conditions**'), together with the relevant offers or order confirmations issued or agreements entered into by FLM, containing the conditions and provisions for the delivery of Goods and/or Services by FLM to the Client;
  - '**Client**' shall mean any legal entity or person entering into an agreement with FLM.
  - '**Goods**' shall mean among others the cans, pouches, polybags, buckets or boxes in which mushrooms and other vegetable ingredients and products are contained, and all related goods offered and supplied by FLM; and
  - '**Services**' shall mean the services and all related or resultant products, services and results to be delivered by FLM.

### Article 2 Applicability

- 2.1 These Terms and Conditions apply to all offers and/or agreements issued by FLM or entered into with a Client and the implementation thereof.
- 2.2 These Terms and Conditions apply with the exclusion of the General Terms and Conditions of purchase employed by the Client. Deviating conditions or provisions shall only apply if and in as much as separately agreed expressly and in writing between FLM and the Client, for each individual agreement.
- 2.3 The Client with whom an agreement has been entered into subject to these Terms and Conditions shall agree to the applicability of the Terms and Conditions to all further agreements, unless otherwise agreed in writing.

### Article 3 Offers, orders and agreements

- 3.1 All offers from FLM shall be non-binding. Orders and the acceptance of offers by the Client shall be irrevocable.
- 3.2 FLM shall only be bound if it has confirmed the order in writing, or has started its implementation.
- 3.3 Inaccuracies in the order confirmation from FLM must be notified in writing to FLM within 3 days following the date of order confirmation, in default of which the order confirmation shall be considered as correctly and completely reflecting the agreement and the Client shall be bound thereby.
- 3.4 Verbal undertakings or Agreements made by or with its personnel shall only be binding upon FLM if confirmed in writing.
- 3.5 FLM shall be entitled to hire one or more third party(ies) for the purpose of entering into an agreement or execution of the order, at its own discretion.
- 3.6 These general conditions will apply in full to any amendments to the agreement.

#### **Article 4 Data**

- 4.1 The Client guarantees the correctness, completeness and reliability of the data and information issued to FLM by the Client or on its behalf. FLM shall not be required to check the correctness, completeness or reliability of this data issued to FLM.
- 4.2 FLM shall only be required to (further) implement the order if the Client has issued all data and information requested by FLM.
- 4.3 If data or information necessary for implementation of the agreement have not been made available to FLM, or have not been made available on time or in accordance with the agreements, or if the Client fails to fulfil its obligations in some other manner, FLM shall further have the right to charge the costs originating as a result, according to its standard rates.
- 4.4 If and in as much as FLM suffers direct or indirect losses as a result of the fact that the data and/or information provided by the Client are incorrect and/or incomplete, the Client shall be required to fully compensate FLM for those losses.

#### **Article 5 Conformity**

- 5.1 All statements from FLM concerning quantities, quality, performance, composition, dimensions, weight and/or other properties with regard to its Goods and Services are issued with the greatest possible care. However, FLM cannot guarantee that no deviations will occur in that respect. These statements shall therefore be considered approximations and are non-binding. Upon taking receipt of the Goods or upon provision of the Services, the Client is required to check compliance with the quantities, quality, performance and/or other properties specified by or agreed with FLM.
- 5.2 Illustrations, descriptions, catalogues, brochures, advertising material, price lists and information and offers appearing on the website shall not be binding upon FLM.
- 5.3 Deviations (upwards and downwards) of up to 5% in the net weight and/or the quantity of the delivered Goods, as well as minor deviations in colour, purity and quality shall under no circumstances give grounds for any complaint, refusal to accept the delivery or dissolution of the agreement, or delay in payment of the price.
- 5.4 All requirements imposed by the Client on the Goods to be delivered and which deviate from normal requirements must be specifically notified by the Client upon entering into the agreement.
- 5.5 If a sample is displayed or issued by FLM, this shall be considered as only having been displayed or issued by way of indication. The properties of the Goods to be delivered may deviate from the sample, unless FLM has expressly stated that delivery will be made in conformity with the sample, model and/or example displayed or issued.
- 5.6 The Client is required to carefully examine all samples received from FLM, whether or not at the request of the Client, for errors and defects, and to return said samples to FLM either corrected with due urgency, or approved.
- 5.7 Samples approved by the Client shall be binding for the implementation of the order and shall serve as confirmation that previous work carried out on the samples was undertaken soundly and in the correct manner. Products manufactured and work undertaken in conformity with the approved samples may therefore not give grounds for complaints.
- 5.8 The Client must confirm that the Goods and/or Services ordered or to be ordered by the Client satisfy all government regulations imposed thereon in the country of destination, and are generally suitable for the use intended by the Client. The use of the Goods and Services and compliance with government provisions shall be for the risk of the Client.

- 5.9 The Client guarantees that the Goods and Services purchased from FLM shall only be used for the purpose for which FLM sold the Goods, taking account of and in accordance with the legislation and regulations applicable to the Client and its activities. The Client is required to provide all necessary cooperation, facilities and data for an inspection, examination or test to verify the obligations upon the Client appearing in this article, with regard to the use of the Goods by the Client and compliance with the legislation and regulations applicable upon the Client and its activities.
- 5.10 FLM complies with all applicable EU, US, UN and national export control regulations prohibiting sale of certain products and services to certain countries, individual companies and/or persons. Complying with these export control regulations can never cause a default from FLM.
- 5.11 In the event the Client supplies Goods and/or Services on to third parties, the Client is obliged to strictly comply with all export control regulations referred to in article 5.10.

#### Article 6 Intellectual Property

- 6.1 All copyrights, model rights, brand rights, patent rights, breeders' rights, database rights, semi-conductor rights, portrait rights, rights to non-original literature, domain name rights, trade secrets and other (semi) intellectual property rights ('**Intellectual Property rights**') relating to the delivered Goods and/or Services, the design, the preparatory material and its names, and relating to anything developed, designed, manufactured or supplied by FLM shall accrue to and remain exclusively with FLM or its supplier.
- 6.2 The Client will in no way infringe the Intellectual Property rights.
- 6.3 If a dispute arises between FLM and the Client concerning Intellectual Property rights, FLM shall be assumed as being right holder, in the absence of evidence to the contrary from the Client.
- 6.4 The Client is not permitted to remove or change any indication regarding patents, copyrights, trademarks, trade names or other Intellectual Property rights of the packaging of the Goods.
- 6.5 The Client is not permitted to use FLM's trade names, trademarks, logos, and other designations of FLM unless Client receives FLM's express written permission to do so. In the latter case, Client will comply with FLM's guidelines and instructions regarding the use of FLM's marks, logos, and other designations. If, and to the extent that, the agreement concerns the production and/or delivery of Goods by FLM on the basis of labels, logo's, drawings, models, designs, (trade) names, trademarks any other statements or communication prescribed by and/or originated from the Client and which are intended to be sold under the Client's name or brand, ('**Private Label Goods**'), the provisions 6.6 and 6.7 shall additionally apply.
- 6.6 The Client guarantees that it is entitled to use the labels, logo's, drawings, models, designs, (trade) names, trademarks or any other statements or communication that are provided by the Client to FLM in the context of the production and/or delivery of Private Label Goods. The Client guarantees that the (packages of) the Private Label Goods do not infringe the intellectual property of third party(ies). The Intellectual Property rights regarding the labels, logos, designs, (trade) names, trademarks, or any other statements or communication that are provided by the Client to FLM in the context of the production and/or delivery of Private Label Goods, remain with the Client.
- 6.7 The Client indemnifies FLM against all third-party claims based on an infringement of an intellectual property right relating to the production and/or delivery of Private Label Goods.

#### **Article 7 Prices**

- 7.1 The prices specified by FLM or agreed with FLM are Ex Works (Incoterms 2020), including packaging costs and excluding VAT and other government-imposed charges, unless expressly agreed otherwise in writing.
- 7.2 Unless otherwise agreed in writing, the prices of Goods will be based on their net weight and the type of packaging.
- 7.3 In the event that the Goods delivered deviate from the net weight and/or the quantity specified in the order confirmation by up to 5% (downwards or upwards), FLM is authorized to adjust the invoice accordingly.
- 7.4 If FLM accepts additional Services, without a price having been specifically laid down in the agreement for those services, or if the order in question is below a scale/size determined by FLM, FLM shall be entitled to charge a reasonable fee for those Services.
- 7.5 If following the offer and/or the establishment of an agreement, factors which determine the cost price including tax, duties, import charges, exchange rates, wages, prices of goods and/or services which may not or may not be obtained by FLM from third parties lead to an increase of the cost price by at least 10%, FLM shall be entitled to duly adjust the prices.

#### **Article 8 Delivery times and delivery**

- 8.1 The delivery times specified by and agreed with FLM have been set approximately and may not be viewed as strict deadlines. Exceeding of a delivery time shall not require FLM to pay compensation and shall not grant the Client the right to not comply with or suspend any obligations arising from the agreement. However, the Client is entitled to dissolve the agreement if and in as much as FLM has still failed to implement the order within a reasonable period provided by the Client. In that case, FLM shall owe no compensation.
- 8.2 The delivery time is based on the working conditions applicable at the moment of entering into the agreement, and on timely delivery of the goods and/or services required by FLM for complying with the agreement. If as a result of a change to working conditions and/or late delivery of goods and/or services required by FLM a delay occurs, the delivery time shall be extended by as long as necessary.
- 8.3 The delivery time will be extended by the duration of the delay occurring on the part of FLM as a result of non-compliance by the Client with any obligation arising from the agreement or cooperation demanded of the Client with regard to implementation of the agreement.
- 8.4 FLM will deliver the Goods Ex Works (Incoterms 2020) but will specify the manner in which and by whom the transport will be carried out. If at the request of the Client FLM also undertakes the transport of the Goods to the Client or has transport undertaken, FLM shall do so for the account and risk of the Client. The moment of risk transfer remains delivery Ex Works.
- 8.5 If FLM organises the transport, the Client is required to take receipt of the Goods immediately following arrival at the destination. The Client is required to arrange sufficient loading and unloading facilities for the delivery of the Goods.
- 8.6 If the Client fails to collect the Goods/have them collected or does not take acceptance of the Goods on the agreed delivery date or within the agreed delivery period, they will be stored for the account and risk of the Client, for as long as FLM considers this desirable.
- 8.7 The Client is not permitted to use or trade cans, pouches, polybags, buckets, boxes, or packaging, etc. supplied by FLM, other than with the original contents supplied by FLM.
- 8.8 FLM is not obliged to honour a request from the Client for redelivery or subsequent delivery. If FLM nevertheless decides to do so, the costs associated with this will be borne by the Client.

- 8.9 FLM is authorised to implement an agreement in parts, and to demand payment for that part of the agreement that is implemented.

#### **Article 9 Reusable packaging**

- 9.1 Any packaging or other materials that are used for the delivery of Goods that are intended for reuse ('**Reusable Delivery Materials**'), including but not limited to pallets and other deposit packaging material, will remain property of FLM.
- 9.2 The Client is obliged to return Reusable Delivery Materials in undamaged condition, within the period set out by FLM. If the Reusable Delivery Materials have not been returned within the specified period, FLM is entitled to replace the Reusable Delivery Materials and to charge the Customer for the costs thereof.

#### **Article 10 Force Majeure**

- 10.1 If FLM is prevented from complying with the agreement due to force majeure, FLM shall be entitled to suspend implementation of the agreement. In that case, the Client shall have no right to compensation of damage, costs or interest.
- 10.2 Force majeure shall among others be taken to mean: extreme weather conditions, mushroom diseases, fire, flooding, accident, staff illness or strike, epidemic or pandemic and/or government measures taken in this context, business disruption, stagnation in transport, power failure, cyber terrorism or similar cyber attacks, security incidents, deliberate or accidental corruption or loss of data, disrupting legal provisions, export restrictions, problems in production or transport of the Goods unforeseen by FLM, and late delivery of goods or services by third parties hired by FLM, and other circumstances beyond the control of FLM.
- 10.3 In the event of a force majeure situation, FLM shall be authorised to dissolve the non-implementable part of the agreement, by written notice. If the force majeure situation lasts longer than 6 weeks, the Client shall also be authorised to dissolve the non-implementable part of the agreement, by written notice.
- 10.4 If at the start of the force majeure situation FLM has already partially fulfilled its obligations or is only able to partially fulfil its obligations, it shall be entitled to separately invoice all that which has been delivered or the part to be delivered, and the Client shall be required to pay this invoice as if it related to a separate agreement.

#### **Article 11 Defects and complaints**

- 11.1 FLM guarantees the sound nature of the delivered Goods and Services in accordance with the reasonable expectations of the Client on the basis of the agreement. If defects occur in the Goods or Services delivered by FLM, FLM shall offer a reasonable price reduction, repack the Good in question, or redeliver the Good or Service in question, all entirely at the discretion of FLM.
- 11.2 In as much as any warranty as referred to in article 11.1 is issued, any defects occurring in or (partly) as a consequence of the following shall not be covered by this warranty:
- a) failure by (personnel of) Client to comply with instructions or regulations, in particular but not limited to the instructions for use from the product specification, from FLM, a supplier, and/or the government;
  - b) transporting, storing, handling, processing or using Goods improperly or contrary to instructions given by or on behalf of FLM, by (personnel of) the Client;
  - c) the opening of the packaging of the Goods other than by the final consumer;
  - d) uses other than those intended as defined in the product specification;

- e) mixing Goods or using Goods in a state other than the original state;
  - f) the application of any government regulation in respect of the nature or quality of the materials employed;
  - g) the expiration of the expiry date of the Goods;
  - h) errors or inaccuracies in specifications, designs or other instructions from the Client;
  - i) goods issued to FLM by the Client for processing or implementation of an order, or employed in consultation with the Client (including for the purpose of the production of Private Label Goods);
  - j) vandalism, the influence of weather or other external causes.
- 11.3 Any processing of the Goods delivered by FLM shall be for the own risk of the Client. The Client indemnifies FLM against all claims from third parties arising from any processing of the Goods delivered by FLM.
- 11.4 Minor deviations may not be qualified as defects and must be accepted by the Client. Deviations which, taking account of all circumstances, can reasonably have no or only a minor influence on the user value of the Goods shall at all times be considered as being deviations of limited importance.
- 11.5 Any right to warranty or complaint shall expire if the Goods are transported, handled, used, processed or stored inexpertly by or on behalf of the Client or in contravention of any instructions issued by or on behalf of FLM, or if the normal measures/regulations have not been complied with, or if the Client fails, fails properly or fails in good time to comply with any obligations arising for the Client in respect of FLM from present agreement.
- 11.6 Immediately following receipt, the Client must inspect the delivered Goods and Services, in default of which any right to complaint, replacement and/or warranty shall expire. Any complaint relating to the quantity of Goods delivered and/or transport damage must be recorded on the waybill or delivery note in default of which the quantity recorded on the consignment note or delivery note shall provide compelling evidence against the Client.
- 11.7 The Client must report any complaints about Goods, Services and/or the implementation of an agreement to FLM by registered letter within 8 days after the Client has discovered the defect or should reasonably have discovered it. In the absence of a timely complaint, any liability of FLM shall expire.
- 11.8 If the Client complains, it is required to offer FLM the opportunity to carry out an inspection and identify the defect. The Client is required to keep the Goods about which a complaint has been issued available for FLM, in default of which any right to compliance, repair, dissolution and/or compensation (for damage) shall expire.
- 11.9 The return to FLM of sold Goods for whatever reason is only permitted following prior written authorisation and transport and/or other instructions from FLM. At all times the Goods shall remain for the account and risk of the Client. The transport and all related costs shall be for the account of the Client. FLM will reimburse the transport costs if it is determined that there was an attributable shortcoming on the part of FLM.
- 11.10 Any defects relating to part of the delivered Goods shall not give the Client any right to reject or refuse the entire batch of delivered Goods.
- 11.11 The Client must inform FLM in writing of any inaccuracies in invoices from FLM within 5 days following the invoice date, in default of which the Client will be considered as having approved the invoice.
- 11.12 Complaints will not suspend the payment obligations upon the Client.
- 11.13 Following the observation of a defect in a Good or Service, the Client is required to take all possible measures to prevent or limit damage, including possible immediate cessation of use, processing and trading of the Good or Service.

## **Article 12 Reservation of ownership**

- 12.1 FLM reserves ownership of the Goods delivered and to be delivered, until all its claims in respect of the Goods delivered and to be delivered have been settled in full by the Client.
- 12.2 If the Client is in default of complying with its obligations, FLM shall be entitled to retrieve the Goods belonging to FLM (or to have them retrieved) for the account of the Client, from the location where they are held. In this framework, FLM shall be entitled to enter the business premises of the Client.
- 12.3 The Client is not entitled to pledge or transfer ownership of the Goods not yet paid for. The Client is required to store the Goods delivered subject to retention of title with the necessary care, and recognisably as the property of FLM.

## **Article 13 Payment**

- 13.1 FLM is entitled to obtain security for payment, in which case invoices from FLM must be paid within thirty (30) days following the invoice date in the currency specified on the invoice and exclusively in the manner indicated on the invoice, unless otherwise agreed in writing. FLM is also at all times entitled to demand from the Client full or partial prepayment .
- 13.2 FLM is entitled to separately invoice partial deliveries.
- 13.3 The Client waives any right to suspension and set-off and shall acquire no right of retention to the Goods. FLM is as all times authorised to set off any amounts it owes to the Client against that which the Client and/or businesses associated with the Client owe to FLM, whether or not already demandable.
- 13.4 If no timely payment is received, without further notice of default, the Client shall owe interest on the invoice amount of 1,5% per month, calculated from the due date up to the date of payment, whereby part of a month shall be considered a full month, and without prejudice to the right to FLM to demand full compensation.
- 13.5 All costs relating to collection shall be for the account of the Client. Extrajudicial collection costs shall be at least 15% of the amount to be collected, with a minimum of EUR 500.
- 13.6 The entire invoice amount shall be immediately and fully payable in the event of late payment of an agreed instalment on the due date, and if the Client is declared bankrupt, requests a (provisional) moratorium, is made subject to the statutory debt management scheme (WSNP) and/or if any attachment is imposed on the Client. If one of the above situations occurs, the Client is required to immediately duly inform FLM.
- 13.7 Any payments made by the Client shall serve first to settle the costs payable, then to settle any interest payable and then to settle the longest outstanding invoices, even if the Client specifies that payment relates to a later invoice.

## **Article 14 Pledge and right of retention**

- 14.1 FLM holds a pledge and right of retention on all Goods delivered and to be delivered, regardless of where they are located, until all its claims in respect of the delivered and to be delivered Goods, has been fulfilled by the Client.
- 14.2 If the Client is in default of the fulfilment of its obligations, FLM is entitled to retrieve the Goods from the place where they are located at the expense of the Client.
- 14.3 The Client is not entitled to pledge or transfer ownership of the Goods that have not yet been paid for. The Client is obliged to store the delivered Goods subject to retention of title with due care and as recognizable property of FLM.



#### **Article 15 Cancellation**

- 15.1 Unless FLM explicitly agrees in writing, the Client may not cancel an order once it is placed. If the Client nonetheless fully or partially cancels a placed order, the Client shall be required to reimburse FLM for all costs reasonably incurred with a view to implementing that order, the work of FLM and the loss of profit suffered by FLM, plus VAT.

#### **Article 16 Advice**

- 16.1 FLM shall to the best of its ability strive to achieve the intended result with its advice and other information but shall offer no guarantee whatsoever in that respect. All advice issued and other information provided by FLM is therefore entirely non-binding and shall be issued by FLM as non-binding information.
- 16.2 The advice issued and other information provided by FLM is intended exclusively for the Client. Third parties may derive no rights from that advice or information.
- 16.3 Without prior written permission from FLM, the Client is not permitted to make the content of advice and other information provided by FLM public, or in any other way make it available to third parties.

#### **Article 17 Liability and Indemnification**

- 17.1 Beyond the provisions of article 11.1, the Client shall have no claim whatsoever against FLM for defects or with regard to the Goods and/or Services provided by FLM. As a consequence, FLM is not liable for direct or indirect losses, including business losses, intangible losses, lost income, stagnation losses, harm to reputation and any other consequential damages, due to whatever cause, except in the case of intent or wilful recklessness on the part of FLM.
- 17.2 FLM shall also not be liable as intended hereinabove for actions by its employees or other persons within its control, including (gross) negligence or deliberate intent on the part of these persons.
- 17.3 FLM shall not be liable for losses of whatever nature caused by or after the Client has processed the Goods following delivery, has transferred them to third parties or has had them processed or delivered to a third party.
- 17.4 FLM shall not be liable for any losses if delivery of Goods and/or Services is not possible as a consequence of export restrictions, embargoes, etc.
- 17.5 FLM shall not be liable for the advice or recommendations issued by FLM to the Client unless this advice or recommendations are explicitly part of a specific Service. In the event of a specific Service, the liability restrictions as appearing in this article 17 shall apply. The Client shall indemnify FLM for all claims from third parties in connection with advice or recommendations issued by FLM.
- 17.6 FLM shall not be liable for the (consequences of) non conformities, errors or defects that remain unnoticed in the samples approved or corrected by the Client.
- 17.7 FLM shall not be liable for the infringement of patents, licences and/or other intellectual property rights of third parties through the use of information issued by or on behalf of the Client. FLM shall also not be liable for damage to or loss of raw materials, semi-manufactured goods, models and/or other goods supplied by the Client.
- 17.8 The Client shall indemnify FLM, its employees and others insourced for implementation of the agreement against any claim from third parties, including claims based on product liability in connection with the implementation of the agreement by FLM, irrespective of the cause, and against any resultant costs for FLM.
- 17.9 Damage to Goods caused by damage or destruction of packaging of the Goods shall be for the account and risk of the Client.



- 17.10 In all cases in which FLM is required to pay compensation, this shall never exceed the invoice amount for the Goods and/or Services delivered as a result of or in connection with which the damage was caused. If the damage is covered by the business liability or recall insurance of FLM, the compensation shall furthermore never exceed the amount actually paid out by the insurer in the case in question.
- 17.11 Any claim against FLM, unless recognised by FLM, shall lapse through the simple passage of 12 months following the occurrence of the claim.
- 17.12 The Client will indemnify FLM and employees of FLM against claims from third parties (also including administrative and/or criminal fines) including employees of FLM who suffer damage in connection with the implementation of the agreement as a result of the actions or failure to act by the Client and/or the inaccuracy or incompleteness of information or data issued by or on behalf of the Client.

#### **Article 18 Recall**

- 18.1 If the Client becomes aware of a defect in the Goods delivered (including packaging) that (may) affect food safety, the Client must immediately inform FLM of this in writing and by calling the telephone number for calamities as provided in the order conformation), stating (i) the name of the Goods concerned; (ii) batch number; (iii) delivery date; (iv) THT (*best before*); (v) description of defect; and (vi) any other information that may be of interest.
- 18.2 The parties will consult on all measures to be taken in view of the circumstances. These measures may include stopping deliveries, blocking stocks of Goods and/or recalling. FLM is solely entitled to decide whether and which of these measures will be taken and how they will be implemented.
- 18.3 The Client must provide all reasonable cooperation in the implementation of the measures referred to in Article 18.2 and bear the costs thereof, without prejudice to the other provisions of these Terms and Conditions.

#### **Article 19 FLM personnel**

- 19.1 Without prior written permission from FLM, the Client shall not be permitted to enter into a contract of employment with a person who is employed at FLM or a person who was employed at FLM in a previous period of 12 months or in any other way to have this person carry out work on behalf of the Client, in as much as this work is not carried out on the basis of an agreement entered into with FLM.
- 19.2 The prohibition in this article shall apply from the date of establishment of the first agreement between FLM and the Client, and shall continue to apply until 12 months following implementation of the last order issued to or agreement entered into with the Client.
- 19.3 In the event of violation of the prohibition contained in this article 19, the Client shall owe to and in favour of FLM a penalty of EUR 10,000 per violation and of EUR 250 for every day that the violation continues, without prejudice to the right of FLM to demand compensation for all losses caused by the violation and without prejudice to its right to demand compliance with this agreement.

#### **Article 20 Personal Data Protection**

- 20.1 In collecting and (further) processing personal data in the framework of the agreement from or for the Client, FLM will comply with the obligations and shall take adequate protective measures as arising from the General Data Protection Regulations (GDPR), the GDPR Implementation Act and all related legislation and regulations.

- 20.2 If in its own judgement FLM must be considered to be a data processor as intended in the GDPR, at the first request of FLM, in addition to the provisions in this article, the Client will enter into and sign a written data processing agreement with FLM, in accordance with the model to be supplied by FLM.
- 20.3 The Client indemnifies FLM against all claims from third parties (including at least users and government authorities), financial government sanctions and costs (including lawyer's fees) relating to these claims, that arise from a violation by the Client of any personal data protection laws.

#### **Article 21 Representation**

- 21.1 If the Client acts on behalf of one or more others, without prejudice to the liability of those others, it (the Client) shall be liable to FLM as if it itself were the Client.
- 21.2 If FLM enters into an agreement with two or more natural persons or legal entities, all clients shall all all times be jointly and severally liable for the entire agreement, in respect of FLM.
- 21.3 If FLM enters into an agreement with a company in establishment, the founders shall also remain jointly and severally liable for the entire formation, following confirmation of the agreement.

#### **Article 22 Applicable Law and Competent Court**

- 22.1 The agreement(s) between FLM and the Client are subject to Dutch law.
- 22.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply to the agreement(s) between FLM and the Client and is expressly excluded.
- 22.3 The place of implementation of all orders shall be considered as being the establishment location of FLM.
- 22.4 All disputes between FLM and the Client will exclusively be submitted to the competent judges at the District Court of Limburg, location Roermond, the Netherlands. Contrary to this provision, FLM shall at all times be entitled to submit a dispute or claim to the competent court in the location where the Client is based, or has its actual seat.

#### **Article 23 Final Provisions**

- 23.1 The nullity or voidability of any provision of these conditions or of any agreements to which these conditions apply will not affect the validity of the other provisions. FLM and the Client are required to replace any provisions that are null and void with provisions that are valid, and which as far as possible reflect the intention of the null or void provision. The Dutch text will be decisive for purposes of the interpretation of these Terms and Conditions.

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