

General Terms & Conditions Dairy Training Centre B.V.

Article 1 General and definitions

1.1 These Terms & Conditions are applicable to every offer, proposal and agreement between the Dairy Training Centre foundation, hereafter referred to as “DTC”, and the Client to whom DTC has declared them applicable, in so far as these Terms & Conditions have not been expressly derogated from in writing by both parties.

1.2 The present Terms & Conditions are also applicable to agreements with DTC, the implementation for which DTC requires third parties to be involved.

1.3 These General Terms & Conditions have also been written for DTC employees and management.

1.4 The applicability of any of the Client’s purchase or other conditions is explicitly rejected. Deviation from the present Terms & Conditions is only valid in the event of it being expressly agreed in writing.

1.5 In the event of one or more of the provisions in these Terms & Conditions being made fully or partially null and void at any time, the other provisions will remain fully applicable. In that case, DTC and the Client will enter into consultation in order to replace any null and void provision with a new provision, the objective and intent of the original provision being observed as much as possible.

1.6 In the event of there being lack of clarity concerning one or more of the provisions in these Terms & Conditions, clarification should be given as much as possible in line with the context of the provision.

1.7 In the event of a situation not covered in these General Terms & Conditions arising between the parties, that situation should be evaluated as much as possible in line with the context of these Terms & Conditions.

1.8 In the event of DTC not requiring strict observance of the Terms & Conditions, it does not mean that the provisions are not applicable, or that DTC to any extent loses the right to demand strict observance of the provisions in other cases.

1.9 In these Terms & Conditions, the following concepts should be read as follows:

- DTC: the DTC foundation.
- Client: the business, person or institute with which DTC enters into an agreement.
- Agreement(s): any agreement entered in between DTC and a Client.
- Contract Activity: a practical training course, training, workshop, course, conference, study day or similar activity organized by DTC, whereby a distinction is made between an ‘Open’ and a ‘Closed’ Contract Activity.
- Open Contract Activity: a Contract Activity in which anyone may participate, or in which anyone who meets the entry criteria set down by DTC may take part.
- Closed Contract Activity: a Contract Activity organized exclusively for a number of employees from the same organization or institute, for which the program has been put together in consultation with the institute or organization.
- Work place: the location where the contract activity takes place.

- Equipment: all equipment, machines and installations, including the so-called peripheral equipment as well as all accompanying parts, used by DTC for the purpose of the contract activity.
- Aids: all (audio) visual aids used by DTC in the execution of an agreement.
- Materials: all systems, models, diagrams, programs, documentation and instructions used by DTC in connection with the execution of an agreement or made available to the Client.

Article 2 Offers and Proposals

- 2.1 All offers and proposals made by DTC are free of obligation unless expressly stated otherwise in the offer and in as much as no costs have already been incurred by DTC in preparing a contact activity.
- 2.2 DTC cannot be held to its offers or proposals if the Client should reasonably understand that the offer or proposal, or a part thereof, contains an apparent mistake or typing error.
- 2.3 If the acceptance deviates (whether or not on secondary items) from that stated in the offer or proposal, DTC will not be bound to it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless indicated otherwise by DTC.
- 2.4 A compound quotation shall not oblige DTC to execute part of the assignment against a corresponding part of the given quotation. Offers and quotations do not automatically apply to future assignments.

Article 3 Agreements

- 3.1 If an agreement has been concluded in writing, it will only come into effect upon written (assignment) confirmation by DTC.
- 3.2 Each agreement will be concluded under the resolute condition that the Client is sufficiently creditworthy, a matter solely at the discretion of DTC.
- 3.3 Verbal undertakings by and agreed with employees of DTC do not bind DTC until and in as much as they have been confirmed by DTC in writing.
- 3.4 With an agreement to buy, an agreed delivery time is not a deadline, unless expressly agreed otherwise. In the event of a delivery not being made on time if there is an agreed deadline in place, the Client should send written notice of default to DTC. DTC is allowed to deliver sold products in parts. This does not apply if a part-delivery has no independent value. If products are delivered in parts, DTC is authorized to invoice each part separately.

Article 4 Supplementary agreements

- 4.1 These General Terms & Conditions automatically apply to any supplementary agreements and subsequent agreements between DTC and the Client.

Article 5 Prices

5.1 Prices stated in an offer or proposal are exclusive of VAT and other official taxes and any costs to be incurred for the execution of the agreement, such as travel, accommodation, postage/shipping and administration costs, unless otherwise stated.

5.2 In addition to the stated prices referred to in Article 5.1, an own contribution may in certain cases be asked of Contract Activity participants. If this is the case, the Client will be informed in good time. If there is a matter of accommodation for a Contract Activity, calculation of the accommodation costs will be based on the highest number of participants at any one time passed on to DTC by the Client.

5.3 DTC is entitled to amend the agreed prices and rates by means of written notification to the Client for a Contract Activity that according to the agreement shall take place after a date stated on the quotation. In the event of the Client not agreeing to the price amendments made by DTC, the Client is entitled to dissolve the agreement in writing within seven working days of the notification being given, the termination taking effect on the date of the price change coming into force. The Client is not entitled to dissolve the agreement if the price amendment is the result of price alteration due to a change in the monthly price index figure according to the Consumer Price Index (CPI)

5.4 If DTC has agreed a certain price with the Client at the time of sale, DTC is nevertheless entitled to increase the price. After the final date of the period for which the quotation was given, DTC may right charge the price that according to DTC's current price list is applicable. If the price increase is more than 5%, the Client is entitled to dissolve the agreement.

Article 6 Payment and collection costs

6.1 All invoices sent by DTC must be paid by the Client in accordance with the payment conditions stated on the invoice. For the rest, unless otherwise stated in writing by DTC, payment should be made within 14 days of the invoice date in a method to be stated by DTC and in the currency mentioned on the invoice. DTC is entitled to invoice periodically.

6.2 If the Client fails to make timely payment of the invoice, the Client is then legally in default. DTC is then entitled, without any notice having to be served, to charge the legal interest on the outstanding amount from the due date of the invoice until the day on which the total amount owing has been paid.

6.3 Payment for all activities carried out by DTC should be paid before commencement of the Contract Activity.

6.4 An administration cost of € 5.00 will be charged for an Open Contract Activity if payment is not made by a one-off direct debit.

6.5 If after 2 direct debit attempts payment has not been made, a € 50.00 administration cost will be charged from the third attempt.

6.6 If the Client has not complied with the payment conditions before commencement of the activity, DTC can refuse participation in the activity.

6.7 If the Client still does not settle the debt after being served notice of default, the claim will be handed to a third party for collection. In this event, in addition to the amount owed and legal interest as referred to in Article 6.2, the Client will also be accountable for all out-of-court costs incurred by DTC. The out-of-court costs are calculated on the basis of usual Dutch collection practice; calculation method at the moment being conform Rapport Voorwerk II. However, if DTC incurs higher collection costs that were reasonably necessary, the actual costs incurred are eligible for reimbursement. Incurred legal and execution costs will also be recovered from the Client. The Client is also accountable for any interest on the collection costs.

6.8 All additional costs related to the payment of an agreed activity will be charged to the Client.

Article 7 Alterations in Contract Activity structure

7.1 DTC determines the nature, content and form of the Contract Activity. In the case of a Closed Contract Activity, consultation with the Client regarding the nature, content and structure of the contract activity takes place, but this does not prejudice the fact that professional final responsibility for the Closed Contract Activity remains with DTC.

7.2 The Contract Activity will be executed as much as possible as described in the materials and other publications relating to the Contract Activity. DTC reserves the right to alter the duration and structure of the Contract Activity and the materials at any time without this leading to a fundamental alteration of the Contract Activity.

Article 8 Additional regulations relating to Open Contract Activities

8.1 DTC announces its Open Contract Activities in, among other places, its own publications, magazines, brochures and leaflets and via adverts or press releases. DTC reserves the right to alter the arrangement of the Open Contract Activity in regards to price, date, time and place.

8.2 If there are insufficient sign-ups for a particular Open Contract Activity, DTC reserves the right to cancel that contract activity, whereupon participation money already paid for the activity will be reimbursed. The Client also has the option of using the participation money already paid for the next similar contract activity. Any interim price rises will in that case be charged to the Client.

8.3 In the event of DTC altering the planned starting date of the Open Contract Activity, the Client has the right to cancel the registration, with the understanding that cancellation must be received by DTC within two weeks of notification of the altered starting date. Default in this provision results in the right of cancellation lapsing and the Client will be charged a € 50.00 cancellation fee.

Article 9 Continuing Performance Contracts

9.1 If DTC concludes an agreement with the Client relating to periodic or regularly services being performed by DTC, such an agreement is valid for an expressly agreed period, or if not for such a period then for a period of one year.

Article 10 Client obligations

10.1 The client will offer as much cooperation as possible towards the good execution of the agreement and is obliged to behave according to any regulations and instructions made known by DTC.

10.2 The Client is accountable for any damage to DTC property caused by the Client.

Article 11 Preparatory training

11.1 DTC reserves the right to exclude a Client from participation in a Contract Activity if they have not had the required preparatory training.

Article 12 Work spaces / Aids and Resources

12.1 In the event of an Open Contract Activity being given, DTC ensures the presence of the aids, resources and work spaces required for the activity, unless expressly agreed otherwise.

12.2 In the event of a Closed Contract Activity, DTC ensures that the aids, resources and work spaces required for the activity are made available to the Client, unless the Closed Contract Activity is not taking place at one of DTC's facilities.

12.3 If the Client makes workspace available for the Contract Activity, DTC has the right to access this work space at any time on the day or days that the activity takes place, subject to the Client's provisions. The work space should be lockable. If necessary for the purpose of preparatory activities, access to the work space will be granted to DTC before commencement of the Contract Activity.

12.4 If the Client makes the work space available, this will be in consultation with DTC in order that the DTC personnel carrying out the Contract Activity have sufficient facilities at their disposal, such as cloakroom, storeroom and the like.

12.5 The Client is not permitted to use aids or resources or access work spaces made available by DTC without the express permission of DTC. If the Client does make use of said aids or resources or accesses said work spaces in breach of this provision, the Client will be held fully accountable for any direct and/or indirect damage caused.

12.6 If the Client brings aids, resources, materials and/or equipment to DTC for the purpose of executing the agreement, DTC will ensure sufficient lockable storage space for said items. DTC does not accept any liability for any damage caused to these items, unless such damage is caused as a direct result of intention or gross negligence on the part of DTC.

Article 13 Cancellation/alterations to the agreement

13.1 The agreement is subject to a thinking time of at least 7 working day for a signed contract with returned receipt by DTC. The date of receipt is the starting point for calculating the number of days.

13.2 In addition to termination/expiry of the agreement, cancellation also covers alteration/amendment of price and/or date in respect of the original signed offer, agreement or registration. The Client has the right to cancel the assignment by mail, postal letter or fax. Cancellation or alteration is only valid after receipt of a confirmation by DTC.

13.2. If the Client cancels an assignment, the Client is accountable for the following costs:

- Cancellation or alteration by the Client can take place up to six weeks before commencement of the assignment without charge.
- The Client is accountable for 50% of the agreement/training amount if cancellation occurs up to three weeks before commencement of the assignment. For changes an additional fee of € 50, - is payable.
- The Client is accountable for 100% of the agreement/training amount if cancellation occurs within three weeks before commencement of the assignment. For changes an additional fee of € 50, - is payable.

Article 14 Dissolution

14.1 In the event of the Client being remiss in observing the obligations arising from the agreement, or if actions by the Client or persons participating in a Contract Activity on the Client's result in the same thing, DTC is authorized to dissolve the agreement with immediate effect, without notice being required.

14.2 In addition to that set down in 14.1, DTC also has the right to dissolve the agreement in the event of the Client being declared bankrupt, being granted suspension of payment, or the company going into liquidation or being taken over by a third party/third parties. In all the cases set down in this Article, all claims DTC has on the Client are payable on demand.

14.3 If the Client is in default or fails to fulfil one or more of his obligations, all reasonable expenses incurred to acquire payment extra judicially shall be for the account of the client. The Client will in any case owe 15% of the total amount due, as well as compensation for the use of the goods at 1/260 part of the purchase price and costs for each day the goods remain at the Client's. If DTC proves to have made higher costs which were reasonably necessary, these qualify for reimbursement.

Article 15 Notice of Replacement

15.1 In the event of a trainer not being able to take care of a particular session relating to a contract activity because of unforeseen circumstances, such as illness, DTC will be responsible for arranging a replacement where possible. If no replacement can be arranged, DTC is entitled, in consultation with the Client, to move that particular session to another date.

Article 16 Liability

16.1 In the event of DTC being liable, that liability is restricted to that set down in this provision.

16.2 DTC is not, unless in cases of intention or gross negligence on its part, liable for damage of any nature caused as a result of inaccuracy, incompleteness or lack of actuality of the information, in the broadest sense of the word, used by DTC in the execution of the agreement.

16.3 The liability of DTC with regard to the agreement is in all cases limited to the invoice value of the agreement.

16.4 The liability of DTC is in any event always limited to the amount paid out by its insurer in that case.

16.5 Liability of DTC for any indirect or consequential loss is excluded.

16.6 In as far as is applicable to products to be sold, DTC never itself offers a guarantee nor is DTC obliged to support the manufacturer's guarantee, unless the full purchase price has indeed been paid by the Client.

16.7 From the moment the sold goods are ready for delivery or collection, they stand and travel at the Client's risk. DTC reserves the right to store the prepared goods at the Client's cost and risk.

16.8 The Client should inspect or have the sold goods inspected either at delivery or collection or as quickly as possible afterwards. The Client should check that the delivered goods meet the agreement.

16.9 If visible defects or deficiencies are observed, the Client should report this to DTC in writing within 14 days of delivery. On discovery of any non-visible defect, the Client should still report this to DTC in writing within 14 days of delivery. Even in the event of the other party claiming in time, he is still obliged to purchase and pay for the completed order.

16.10 Products may only be returned after prior written permission from DTC.

16.11 The limitations on liability set down in this article do not apply in the event of damage caused by intention or gross negligence on the part of DTC or its subordinate managers.

Article 17 Force Majeure

17.1 DTC is not liable to fulfil any obligation in regard to the agreement if it is hindered in doing so as a result of circumstances beyond its control, and for which he is not responsible pursuant to the law, judicial act or generally accepted practice.

17.2 In addition to that which is understood in law, in these Terms & Conditions force majeure is understood to be all external causes, foreseen or unforeseen, on which DTC cannot exercise any influence, but which prevent DTC from fulfilling its obligations, including work strikes within DTC or any third party company. DTC also has the right to refer to force majeure if the circumstance that prevents (further) performance occurs after DTC should have fulfilled its obligation.

17.3 During force majeure the obligations of DTC are suspended. If the period during which force majeure prevents DTC from fulfilling its obligations is longer than three months, both parties are authorized to have the agreement dissolved, in that case without any obligation to pay compensation.

17.4 If DTC when the force majeure occurs has already partially fulfilled its obligations, or can only partially fulfil its

obligations, DTC shall be entitled to invoice the already delivered or deliverable part separately and the other party shall be obliged to pay this invoice as if it were a separate contract. However, this does not apply if the already delivered or deliverable part does not have any independent value.

Article 18 Confidentiality

18.1 Both DTC and the Client will take all necessary measures to guarantee the confidentiality of all reciprocal data and information. Parties will not make such information known to third parties without express written permission from the other party.

Article 19 Retention of Title

19.1 All products, services, materials, written advice, books, etc. delivered to the Client by DTC pursuant to an agreement remain the property of DTC until all receivables owed by the Client pursuant to the agreed delivered or deliverable products or services performed or to be performed have been paid to DTC in full.

19.2 That which has been delivered by DTC, that included and in accordance with retention of title in 19.1, may not be re-sold and may never be used as an instrument of payment. The Client is not authorized to pledge that which is covered under retention of title or to store them in any other way.

19.3 The Client should do everything that can reasonably be expected of him to protect the property rights of DTC. In the event of third parties laying claim to that which is covered by retention of title or attempt to establish or apply rights over them, the Client is obliged to inform DTC immediately. The Client further undertakes to insure and keep insured that which is covered under retention of title against theft, fire, blast or water damage, and to allow inspection of this insurance policy by DTC upon first request. DTC is entitled to any money paid out in settlement of an insurance claim. In as far as is necessary, the Client also undertakes in advance to provide DTC with all and any cooperation which might be (prove to be) necessary or required in this.

19.4 In the case of DTC wishing to exercise the retention title stated in this Article, the Client gives unconditional and irrevocable permission in advance to DTC and to any third party assigned by DTC to enter all places where DTC property is and retrieve it.

Article 20 Intellectual Property Rights

20.1 Copyright and any other intellectual property rights and any similar protection of information rights relating to advice, teaching material, documentation or (digital) materials provided by DTC belong exclusively to DTC. Nothing in this agreement serves to entirely or partly transfer such rights, unless otherwise agreed. By signing this agreement, the Client undertakes not to make the teaching material, documentation or materials available to third parties without prior written permission from DTC.

20.2 The teaching material, documentation and/or (digital) materials provided by DTC may not be duplicated and/or made public by means of print, photocopy, microfilm, or by any other method, without prior written permission from DTC. The Client is not permitted to alter, remove or make unrecognizable any markings or identifying marks and/or indications

relating to copyrights, trademarks or other intellectual property rights belonging to DTC.

20.3 The Client is liable to a € 5,000.00 fine for any action in breach of this Article, without prejudice to the right of DTC to claim for full compensation.

Article 21 Compensation

21.1 The Client is obliged to assess the result immediately after execution of the agreement, and to inform DTC immediately in writing of the existence of any shortcomings, which in any case includes a wrong impression of requirements and/or wishes.

21.2 In the event of the Client not informing DTC of shortcomings on the part of DTC within eight days from the day on which such shortcomings became known to him, it will be presumed that the Client agrees with the way in which the agreement was executed and with the result of the agreement, and any right to compensation lapses.

21.3 DTC should be allowed to examine any claim for compensation. If DTC acknowledges the shortcoming for which compensation is claimed, a statement in which settlement of the claim is to be handled will be drawn to be signed by both parties.

Article 22 Data Protection Act

22.1 DTC will store the Client's data in an automated system. The Client is obliged to provide DTC with the information necessary for administration purposes upon first request. DTC will comply with the provisions set down in the Data Protection Act.

Article 23 Appeal to Terms & Conditions

23.1 In addition to DTC, all (legal) persons brought in by DTC for the execution of the agreement between DTC and the Client may invoke these Terms and Conditions.

Article 24 Applicable Law and Disputes

24.1 Dutch law is applicable to all legal relationships in which DTC is a party, even if execution of the agreement is given entirely or partially abroad, or if the party involved in the legal relationship resides there. The Vienna Sales Convention (CISG) is not applicable.

24.2 The judge in the Client's place of business or place of residence shall have jurisdiction in matters of dispute, unless the law expressly regulates otherwise. Nevertheless, DTC is entitled to bring the dispute to the competent judge, according to law.

24.3 Parties will only appeal to the courts after they have done everything possible to settle the dispute between themselves.

Article 25 Location and alteration of Terms & Conditions

25.1 These Terms & Conditions have been registered with the Chamber of Commerce in Leeuwarden.

25.2 The latest registered version, or the version valid at the time the legal relationship with DTC came about, is enforceable.

25.3 The Dutch text of the Terms & Conditions remains decisive for the interpretation.

25.4 DTC is entitled to alter these Terms & Conditions. DTC will inform the Client in writing at least three months prior to such alterations coming into force.