

## B. General Terms and Conditions of LabelCompliance

These General Terms and Conditions (PART B) apply to contracts for checking and translating Labels, regardless of whether that is done via the Website or without the Website. They also apply to the Agreement for the Use of the Service provided by Labelchecks.com and the Contracts, which are all as defined below. KTBA Holding BV General Terms and Conditions (PART A) also apply.

### 1. Definitions

- 1.1. The terms below are capitalised and have the following meaning in these Conditions for Use:
- (i) *Account*: the environment managed by the Client, to which the Client gains access via the Website after entering the Login Details;
  - (ii) *Conditions for Use*: Labelchecks.com's conditions for use, for the use of the label-check Service, which are an integral part of the Agreement;
  - (iii) *Details*: all details, data, information and content the Client enters and/or supplies via the Website and/or by means of the Client's Account;
  - (iv) *Login Details*: an email address and password with which the Client can access the Account and consequently the Service;
  - (v) *Intellectual Property Rights*: all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, trade-name rights, design rights, database rights and neighbouring rights and rights to knowhow and sui generis rights to intellectual property;
  - (vi) *Client*: the legal entity or natural person who, in the course of a profession or operating a business, concludes an Agreement, through the Website, with Labelchecks.com for the use of the Service at Labelchecks.com on the basis of Contracts;
  - (vii) *Label*: the Client's product label, including all the information that belongs to it, that the Client supplies to Labelchecks.com via the Service within the framework of a Contract for the receipt of the Report on that product label;
  - (viii) *Labelchecks.com*: the private company with limited liability KTBA Netherlands B.V., with its registered office in Zaltbommel, the Netherlands, and registered and with its principal place of business in (5171 RA) Kaatsheuvel, the Netherlands, on Horst 12, listed in the Trade Register of the Chamber of Commerce under number 18047485, that provides the Service under the trade name labelchecks.com and KTBA LabelCompliance;
  - (ix) *LabelCompliance.com*: the private company with limited liability KTBA Netherlands B.V., with its registered office in Zaltbommel, the Netherlands, and registered and with its principal place of business in (5171 RA) Kaatsheuvel, the Netherlands, on Horst 12, listed in the Trade Register of the Chamber of Commerce under number 18047485 that provides the Service and/or executes contracts pertaining to checking labels other than by means of the Website.
  - (x) *Legal Check*: the contract awarded to Labelchecks.com consisting of checking a Label against the rules of public law in a country selected by the Client at the time the Report is sent. Labelchecks.com does not assess, within the context of the Legal Check, whether or not the Client's Label is in accordance with the rules of civil law in the country selected by the Client and/or whether or not, on the grounds of the information on the Label the Client will be exposed to claims from consumers in that country founded on other legislation or conflict with public law.
  - (xi) *Contract*: the sub-agreement between the Client and Labelchecks.com for the production of a Report, formed by means of the ordering procedure on the Website as explained in more detail in Article 5;
  - (xii) *Agreement*: the agreement between the Client and Labelchecks.com for the use of the Service, of which these Conditions for Use and all Contracts concluded between the Client and Labelchecks.com are an integral part;
  - (xiii) *Parties*: The Client and Labelchecks.com jointly;
  - (xiv) *Report*: all output resulting from the Service, including a Legal Check of the Label into (national) public-law legislation and regulations selected by the Client, the translation of the Label into a language selected by the Client and all other reports, graphs, diagrams and summaries produced on the basis of the Contract and the Details about the Label;
  - (xv) *Service*: the service provided by Labelchecks.com (and/or the service rendered by LabelCompliance.com without the Website) consisting of such things as the supply of the Report and making the Website available;
  - (xvi) *Website*: Labelchecks.com's website, accessible via [www.labelchecks.com](http://www.labelchecks.com), all underlying web-pages by means of which access to the Account can be gained and Contracts can be concluded with Labelchecks.com and all websites related to that website.
- 1.2. The use of the singular or plural for the terms defined below or the use of those terms in a certain composition do not affect the application of these Conditions for use.

## 2. Agreement

- 2.1. These Conditions for Use apply to the Agreement, all Contracts, all legal acts by Labelchecks.com, all legal relationships between the Parties and all offers and agreements under which Labelchecks.com provides the Client with the Service and/or other services.
- 2.2. Departures from, and additions to, the Agreement, including Contracts, are only valid if they have been agreed in writing by the Parties.
- 2.3. The applicability of any general purchasing conditions or other conditions used by the Client is hereby explicitly rejected.

## 3. Account

- 3.1. The Client needs an Account to be able to use the Service. The Client guarantees that the Service will only be used within the Client's organisation and/or by third parties within the context of their services to the Client, only with the Client's explicit (written) consent for that use.
- 3.2. The Client is responsible for keeping the Login Details secret. As soon as the Client knows, or has reason to suspect, that the Login Details are in the hands of unauthorised parties, the Client should notify Labelchecks.com without delay, without prejudice to the Client's own responsibility to take immediate and efficient action, such as changing the Login Details, etc.
- 3.3. The Client accepts and acknowledges that the Client is always responsible and liable for the use made of the Service via the Client's Account. The Client will compensate Labelchecks.com for all damage and costs arising from and/or related to the use of the Service by third parties via the Client's Account.
- 3.4. The Client is responsible and liable for all use of the Service by third parties who have gained access to the Service by virtue of Article 3.1 and guarantees that aforesaid third parties will observe the provisions of these Conditions for Use.
- 3.5. LabelCompliance may also provide the Service without the Website. These Conditions apply by analogy to Contracts accepted by LabelCompliance if the Service is provided without the use of the Website, unless the nature of one or more Articles in these Conditions is incompatible with application by analogy. If only Labelchecks.com is mentioned in any Article, it does not mean that the Article does not apply by analogy to LabelCompliance.

## 4. Availability of the Website and the Account

- 4.1. The Client accepts that the Website only contains the functionality and other features the Client finds when the Client uses it ("as available basis"). Labelchecks.com does not guarantee that the Website is always available and is not subject to interruptions or downtime.
- 4.2. Labelchecks.com reserves the right to do (periodic) maintenance work at any time on the Website, which could reduce the Website's availability.
- 4.3. Labelchecks.com reserves the right to put the Website and/or the Account, or one or more parts of them, temporarily out of operation and/or limit its use if it is necessary in Labelchecks.com's opinion for preventative maintenances or to implement corrections or adjustments, etc. The full or partial non-availability of the Website and/or Account can never be considered an attributable failure in the fulfilment of Labelchecks.com's obligations to the Client.
- 4.4. Insofar use is made on the Website of applications or programs of third parties, that use will be subject to the terms and conditions of those third parties instead of the Conditions of the Agreement. Labelchecks.com does not accept any liability for the operation of the third parties' applications or programs.

## 5. Contracts and use of the Service

- 5.1. The Client is granted the right use the Service on the Website. The user right extends to ordering Reports through Labelchecks.com's Service. The Client should enter Details into the ordering procedure. The Client guarantees that the Details the Client has entered are correct and complete. The Client notifies Labelchecks.com about the type of Report the Client wants. Labelchecks.com does not verify that the Client has selected the correct type of Report. The Client should upload the Client's Label to the Website. The Client should follow all instructions given by Labelchecks.com carefully. If the Client is in doubt about whether the Client is following the instructions correctly, the Client should get in touch with the help desk. The Client should ensure that the Label complies with all the specifications as indicated on the Website. The Client bears the risk for the consequences of not following the instructions or specifications. In that event, Labelchecks.com is authorised to discontinue the order procedure without giving any explanation and without any obligations to the Client.
- 5.2. As soon as the Client has completed the entire ordering procedure, the Client will receive a summary of the Details the Client has supplied and a rough indication of the price of generating the Reports by Labelchecks.com. Labelchecks.com can never be bound by the Client to the rough indication of the price and can never be considered to have given the impression that the Contract can be provided for that price. The Client should check the summary of the Details for errors and/or omissions. The Client is

responsible for supplying correct and complete Details and for checking them. As soon as the Client has checked the Details and corrected them if necessary, the Client should send the Details to Labelchecks.com. Returning the Details only obliges Labelchecks.com to (re)assess the Client's request. If Labelchecks.com is of the opinion that Labelchecks.com can deliver the Report to the Client, Labelchecks.com will send a quotation for it, subject to contract, according to Article 5.3.

- 5.3. Labelchecks.com will send confirmation to the Client that Labelchecks.com can send the Client the Report by sending an invoice from Labelchecks.com to the Client's Account of via email. The invoice contains an offer, subject to contract, by Labelchecks.com for the Client to provide the Contract on the basis of the Details submitted by the Client. Labelchecks.com's offer will lapse if it is not accepted immediately, unless Labelchecks.com has informed the Client otherwise in writing. Labelchecks.com cannot be bound to execute the Contract after acceptance:
- a) If Labelchecks.com invokes Section 6:219, paragraph 2, of the Dutch Civil Code immediately after the Client's acceptance;
  - b) if, for any reason, Labelchecks.com cannot successfully invoke Section 6:219, paragraph 2, of the Dutch Civil Code (any more) and Labelchecks.com's offer contains evident errors or misprints. As a departure from Section 6:225, paragraph 2, of the Dutch Civil Code, an acceptance that only deviates slightly from Labelchecks.com's offer will not lead to the formation of the Contract.
- 5.4. The Contract is formed after acceptance of Labelchecks.com's offer by the Client, by payment of the full invoice amount. Only if Labelchecks.com has explicitly agreed with the Client that the Client may pay in arrears, the Client should notify Labelchecks.com that the Client accepts Labelchecks.com's offer. If the Service provided by LabelCompliance without using the Website, the provisions of Article 1 of the General Terms and Conditions Part A apply to the formation of the Contract.
- 5.5. Labelchecks.com makes every effort to deliver the Reports to the Client within the stated and/or arranged term or, insofar no term is stated or has been arranged, within a reasonable term. The Reports are only delivered to the Client via the Client's Account. Labelchecks.com is authorised, but never obliged, to send the Report by email or regular post to the Client. The turnaround time of a Contract depends on several factors and circumstances, such as the quality of the Details, Labels and other information provided by the Client and the Client's and relevant third parties' cooperation. A stated and/or arranged term is never a strict deadline and Labelchecks.com will not be in default merely by exceeding that term.
- 5.6. Labelchecks.com is entitled to transfer the Agreement, a Contract and/or the rights and obligations arising from it to third parties or to contract third parties for

its execution. Labelchecks.com cannot be held responsible or liable for the execution of (part of) the Agreement and/or Contract by that third party.

## 6. The Client's obligations

- 6.1. The Client agrees to grant and supply to Labelchecks.com all access, assistance, data and materials Labelchecks.com needs to be able to provide the Service, including producing Reports. If the Client fails to do that, there is a chance that Labelchecks.com cannot provide the Service adequately. Moreover, it might lead to higher costs or expenses for the Client.
- 6.2. The Client is obliged to supply Labelchecks.com with all information, in due time, that Labelchecks.com judges Labelchecks.com will need for the correct execution of the Contract or of which the Client should know that it is necessary for the correct execution of the Contract.
- 6.3. The Client guarantees the accuracy, completeness and reliability of the Details, Labels and other information supplied to Labelchecks.com, even if that information comes from third parties. If the Details, Labels and/or other information are not accurate, complete and/or reliable (any more) at any time, the Client will immediately do everything necessary to ensure that the Details, Labels and/or other information are accurate, complete and/or reliable once more.
- 6.4. The Client guarantees that the Client, when using the Service and/or the Website:
  - (i) Takes measures against viruses, Trojans, other forms of computer crime and/or (other) illegal use by third parties;
  - (ii) Will not spread any viruses, Trojans, malware or other malevolent codes or files or send spam messages;
  - (iii) Will not do anything that could in any way lead to downtime or otherwise adverse effects for the (operation of the) Service.
  - (iv) Will not violate any (Intellectual Property) rights of third parties or otherwise act illegally and/or punishable by law;
  - (v) Shall not act in breach of the Agreement.
- 6.5. If Labelchecks.com knows or suspects that the Client is acting in breach of the provisions of the Agreements and/or a Contract, Labelchecks.com is entitled to give the Client instructions which the Client is obliged to follow. Labelchecks.com is also entitled to (temporarily) suspend the (access to the) Service and/or to limit the use of the Service without prejudice to Labelchecks.com's other rights and legal remedies, including Labelchecks.com's right to claim compensation for damages. The Client's payment obligation shall remain fully effective in such cases. In that event, Labelchecks.com is also authorised to suspend the execution of Contracts that have already been awarded and/or to terminate the contract.

## 7. Contract extras

- 7.1. If any changes or additions are made at the Client's request or that are necessary in Labelchecks.com's opinion and have an effect on the volume of the work agreed within the framework of the Contract changes, e.g. contract extras, any additional work that arises from that will be reimbursed in accordance with Labelchecks.com's rates that are current at the time the work is executed. Insofar a fixed price has been agreed for the Contract, Labelchecks.com shall inform the Client, at the Client's request, in writing about the financial consequences for the additional work intended in the Article.
- 7.2. The Client accepts that the arranged or expected time of completion of the Report(s) and the mutual responsibilities of Labelchecks.com and the Client may be affected due to additions or changes to the Contract. The fact that (the demand for) contract extras arise(s) during the execution of the Contract is not a reason for the Client to cancel or dissolve the Contract and/or the Agreement.

## 8. Payment

- 8.1. The Client may use the Website free of charge. The compilation of Re-ports is not free. Prices are given in Euros and do not include VAT or other government levies, unless stated otherwise. Labelchecks.com is always entitled to adjust the prices in accordance with Part A of the General Terms and Conditions.
- 8.2. The Client may pay the price due by reason of the Contract by means of the options stated on the Website and/or the Client's Ac-count. The price must be paid in advance, unless otherwise agreed between the Parties.
- 8.3. If the Parties have agreed on payment in arrears, the payment period is 20 days after the date on the invoice, unless otherwise agreed or otherwise stated on the invoice.
- 8.4. If Labelchecks.com has not received the (full) payment when that period has expired, the Client is in default with immediate effect without a warning or notice of default being required. As of the time the Client is in default, the Client owes interest amounting to the statutory interest rate for commercial transactions.
- 8.5. Complaints about invoices and/or the Service do not suspend the Client's payment obligations.

## 9. Intellectual Property

- 9.1. The Intellectual Property Rights to the Service, including the Intellectual Property Rights to the Website and Reports, are the property of Labelchecks.com and/or its licensors. Nothing in the Agreement and/or Contract is intended to serve as a transfer of Intellectual Property Rights to the Client.
- 9.2. If the Client fully fulfils the Client's obligations arising from the Agreement and the Contract with Labelchecks.com, Labelchecks.com will grant the

Client a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right to use the Service in accordance with the Agreement. Insofar that right is considered a user right to the Reports, that user right is perpetual.

- 9.3. Notwithstanding anything permitted on the grounds of imperative law or anything necessary for exercising the user right intended in Article 9.2, the Client may not change, publish, multiply, reproduce, decompile or apply reverse engineering to, (parts of) the Service. Furthermore, the Client is not permitted to remove or bypass security measures or technical restrictions (of the use) of the Service.
- 9.4. All the Client's Intellectual Property Rights, including, without any limitation, Intellectual Property Rights to the Details and the Label remain the Client's property. By using the Service, the Client grants Labelchecks.com a royalty-free, unencumbered, sub-licensable, non-exclusive licence for the use and reproduction of the Details and the Label, insofar it is necessary to provide the Service.

## 10. Confidentiality

- 10.1. Labelchecks.com shall make every effort to maintain confidentiality concerning the contents of the Contract, the Details supplied by the Client, the Label provided, the compiled Report(s) and any other results of the Service rendered and the work done by Labelchecks.com in accordance with the Contract.
- 10.2. The duty of confidentiality intended in Article 10.1 does not apply if and insofar said information and/or results are intended for publication or if Labelchecks.com is obliged to disclose that information and/or results pursuant to legal provisions or following a request from a competent authority. Furthermore, the duty of confidentiality does not apply in relation to third parties contracted for the execution of the Contract. Labelchecks.com is also entitled to use the Client as a reference.
- 10.3. Labelchecks.com shall also impose Labelchecks.com's obligations arising from Articles 10.1 and 10.2 on Labelchecks.com's employees and on third parties Labelchecks.com has called in for the execution of the Contract.

## 11. Guarantees and indemnification

- 11.1. Labelchecks.com and/or LabelCompliance shall make every effort to ensure that the Service is provided with due care and in accordance with the arrangements laid down in the Agreement and the Contract. Labelchecks.com and/or LabelCompliance supplies (supply) the Service on the grounds of a best-efforts obligation, unless and insofar it has been otherwise stipulated otherwise, the Labelchecks.com's and/or LabelCompliance's Contract consists only of the execution of the Legal Check and the translation of the Label.
- 11.2. Neither Labelchecks.com nor LabelCompliance are



obliged to check whether the Label is in accordance with the civil-law legislation of the country for which the Label is destined. Neither Labelchecks.com nor LabelCompliance can guarantee that the Legal Check will indemnify the Client from claims from third parties on other grounds than “conflict with the public-law legislation or regulations” which Labelchecks.com and/or LabelCompliance checks within the context of Labelchecks.com’s and/or LabelCompliance’s Legal Check.

- 11.3. Labelchecks.com and LabelCompliance do not investigate and are not obliged to investigate:
- a. whether more than one language is spoken in a country and;
  - b. in which language the Label should, by law, be composed;
- unless the Client has specifically arranged with Labelchecks.com and/or LabelCompliance that those matters should be investigated.
- 11.4. Labelchecks.com and/or LabelCompliance only guarantee the accuracy of the Report Labelchecks.com and/or LabelCompliance has supplied at the time Labelchecks.com and/or LabelCompliance deliver(s) the Report to the Client. After the delivery of the Report, Labelchecks.com and LabelCompliance are not obliged to inform the Client of amend-ments to the regulations in a certain country that mean that the Report, previously delivered to the Client, pertaining one or more Labels is no longer correct or accurate. After the delivery of the Report, La-belchecks.com and/or LabelCompliance is (are) no longer obliged to monitor whether the Client’s Label remains in accordance with the rules.
- 11.5. Labelchecks.com does not guarantee that the Website is not subject to interruptions or downtime. Full or partial downtime of the Service might be caused by (among other things) by an Internet outage or interrup-tion in the telephone connection, by viruses or errors/faults.
- 11.6. Labelchecks.com is not responsible for the purchase and/or adequate operation of the infrastructure of the Client or of third parties, including mobile equipment, for the use of the Service. Labelchecks.com can never be held liable for damage or costs caused by errors in the trans-fer, the fact that the computer, data or telecommunication facilities, in-cluding the Internet, are fully or partially out of operation or not availa-ble.
- 11.7. The Client is responsible for complying with all technical and functional requirements that might be set by Labelchecks.com for the use of the Service.
- 11.8. The Client is responsible for the use of the Service, entering Details, uploading the Label and how the results of the Service, including the Reports, are used once they have been delivered to the Client by La-belchecks.com according to the method intended in Article 5.5.
- 11.9. The Client is responsible for checking the accuracy and completeness of the results of the Service and the Reports generated by means of the use of the Service. The Client should always check the results of the

Service and the Reports generated by means of the use of the Service on receipt of a Report. If the Client is of the opinion that a certain result is erroneous, incomplete or not up-to-date, the Client should notify La-belchecks.com as soon as reasonably possible.

- 11.10. The Client acknowledges that the Service, including the compilation and delivery of a Report, contains a one-off check and is therefore a snapshot in time. Any amendments in current legislation or regulations or other relevant changes following the delivery of the Re-port as intended in Article 5.5. are not included in the Contract and/or Service.
- 11.11. All the Client’s rights and claims which the Client might for any reason have will lapse if the Client does not notify Labelchecks.com in writing of any complaints about a Report and/or invoice within eight (8) days of the receipt of the Report and/or invoice.

## 12. Term and termination

- 12.1. The Agreement takes effect as soon as the Client has completed the Account registration. The Agreement may be cancelled by the Client at any time by means of termination of the Client’s Account. Labelchecks.com is entitled to block the Account immediately after the cancellation and to remove the Details, Labels and/or Reports in the Account. Notwithstanding any other written agreements, Labelchecks.com is not obliged to convert Details, Labels and/or Reports or to make or deliver back-ups to the Client.
- 12.2. The Contract is agreed between the Parties as described in Section 5.4 and ends by operation of law after the Report has been delivered to the Client as intended in Article 5.5. A Contract cannot be cancelled early.
- 12.3. If a Contract has not been completed before the Agreement is cancelled, the Agreement will continue by operation of law until the Contract is terminated in accordance with the provisions of Article 12.2.
- 12.4. Each of the Parties has the right to fully or partially dissolve the Agreement with immediate effect if the other Party goes into liquidation or the Other Party is granted a moratorium or if the Other Party’s company is discontinued or undergoes a winding-up. In the event of the Client’s liquidation, Labelchecks.com has the right to terminate the user right granted by Labelchecks.com, unless the consequences are not reasonable or fair.
- 12.5. The Client has the right to (fully or partially) dissolve the Agreement and/or Contract if Labelchecks.com attributably fails in the fulfilment of the substantive obligations by reason of the Agreement and/or Contract - in all cases after Labelchecks.com has been given notice of default correctly, in writing and stating as many details of possible and which includes a reasonable period by which to remedy the failure. Insofar an attributable failure pertains to a specific Contract, the Client only has the right to dissolve that Contract.

12.6. If, at any time, performances within the context of the execution of the Agreement and/or a Contract have already been received by the Client by the termination as intended in Section 12.4 or 12.5, those performances and the Client's payment obligations connected to them will not be dissolved unless the Client can demonstrate that Labelchecks.com is in default of those performances. Sums, invoiced by Labelchecks.com prior to the dissolution, pertaining to performances already adequately executed or delivered by Labelchecks.com within the context of the execution of the Agreement and/or Contract will remain fully due and become immediately due and payable on dissolution.

12.7. On termination of the Agreement, the Parties will remain subject to the Articles that should remain in force after such a termination.

### 13. Liability

13.1. As a departure from Article 8.7 of the General Terms and Conditions, the total, cumulative liability of Labelchecks.com and LabelCompliance will never amount to more than EUR 2,500.00 for the term of the Agreement, including all Contracts concluded under that Agreement.

13.2. Labelchecks.com's liability due to corruption, destruction or loss of the Client's Details, Labels, Reports, files, information, documents or other information carriers is excluded.

### 14. Force Majeure

14.1. Notwithstanding the non-fulfilment of a payment obligation by reason of the Agreement and/or Contract, each Party may invoke Force Majeure if the execution or completion of the Agreement or any part of it is hindered or obstructed, either temporarily or otherwise, by circumstances that are reasonably considered to be outside the control of that Party, including, without being limited to:

- a. obstructions on grounds or in buildings, labour strikes, riots, disturbances, war, terrorist activities, extreme cold, epidemics, deliberate walkouts, delays in transport, earthquakes, fire, storm, flooding or water damage;
- b. suspension or cancellation of, or interruption in, the delivery of parts to the Party, turnaround times of Labelchecks.com's partners, goods or services that are ordered from or issued to third parties, Internet connection outages; or
- c. limitations imposed by government legislation or regulations.

14.2. If a situation of Force Majeure lasts longer than three (3) months, the other Party is entitled to terminate the Agreement with due observance of the notice period. The Parties cannot be held liable for damage in the event of Force Majeure.

14.3. If a Party is obstructed by a situation of Force Majeure in the fulfilment of the Agreement, that Party should take all reasonable measures to limit the

consequences of the situation to a minimum.

### 15. Miscellaneous provisions

15.1. The Client is not entitled to transfer to third parties the Agreement, a Contract and/or the rights and obligations that arise from that Agreement or Contract without Labelchecks.com's written consent. Labelchecks.com shall not refuse to grant that consent without due reason; however, Labelchecks.com is entitled to set reasonable conditions for granting that consent.