

GENERAL CONDITIONS OF DE WEERD SPECERIJEN B.V.

1. GENERAL

In these General Conditions the following definitions apply:

- 1.1 the Customer: the party placing the Order;
- 1.2 De Weerd: De Weerd Specerijen B.V.;
- 1.3 the Agreement: the agreement by which De Weerd accepts the order and binds itself towards the Customer to provide services to, to perform activities for and/or to deliver goods/products (hereinafter: “Products”);
- 1.4 Order Confirmation: the written confirmation by De Weerd of what has been discussed and agreed orally between De Weerd and the Customer;
- 1.5 the Parties: the Customer and De Weerd jointly.

2. APPLICABILITY

- 2.1 These General Conditions exclusively apply to all Agreements, including without limitation, agreements for the delivery of Products and/or the provision of services and/or the performance of activities, hereinafter jointly referred to as “the Order”.
- 2.2 The Order shall inter alia mean an agreement, offer or proposal for: the sale of and trade in; the production of; the processing of; the handling of; the mixing of; and/or the storing or keeping in custody of stocks of herbs, spices and similar products.
- 2.3 Orders provided to De Weerd shall be accepted and executed under applicability of these General Conditions, unless the Parties in the offer and/or in the order confirmation and/or otherwise expressly deviate from the contents of these General Conditions.
- 2.4 The applicability of any general conditions of the Customer is expressly rejected by De Weerd.
- 2.5 A Customer who already is a customer of De Weerd, shall be deemed to have tacitly consented to the applicability of these General Conditions to any later and/or additional Orders of that Customer.

3. CONCLUSION OF THE AGREEMENT

- 3.1 All tenders, quotations and offers made by De Weerd shall be without engagement, unless expressly stated otherwise in the relevant tender, quotation or offer; any tenders, quotations and/or offers that have been accepted by the other party, can immediately after that acceptance yet be revoked by De Weerd.
- 3.2 Notwithstanding the above, the offers of De Weerd shall be valid during a period of 30 (thirty) days, unless expressly stated otherwise in the offer and/or the Parties agree otherwise in writing. In case of an incomplete and/or untimely acceptance, the offer will lapse automatically.
- 3.3 If an offer is confirmed in writing by De Weerd, or if De Weerd sends a written Order Confirmation to the Customer, and the Customer has not raised any objections against that within 14 days at the latest, the relevant Order Confirmation shall be binding for the Parties.

- 3.4 The Agreement shall exclusively consist of these General Conditions together with the signed offer and/or Order Confirmation, unless expressly agreed otherwise in writing between the Parties after the conclusion of the Agreement.
- 3.5 The Agreement shall supersede and replace any earlier proposals, correspondence, arrangements, understandings and other communications, both in written and in oral form.
- 3.6 The Agreement shall be concluded for an indefinite period of time, unless it is clear from the content, nature or purport of the placed Order that the Agreement is concluded for a definite period of time.

4. SUSPENSION

- 4.1 The Agreement shall be concluded at the moment that the Customer declares in writing that he accepts the offer of De Weerd, or at the moment that De Weerd or the Customer has confirmed the Order in writing.
- 4.2 If the Customer does not comply with his commitment and/or De Weerd has good reason to fear that the Customer will not comply with his commitment, De Weerd shall have the right to suspend the performance of its own complementary obligations, as well as those that arise from the same legal relationship or from the existing trade relationship under which the Parties do business with each other, without prejudice to the rights that accrue to De Weerd under the law or these General Conditions.
- 4.3 De Weerd shall have the right to suspend the performance of its obligations if De Weerd, due to circumstances that were not be expected by it at the time of the conclusion of the Agreement and/or that are beyond its control, is temporarily unable to perform its obligations.
- 4.4 Circumstances that were not to be expected by De Weerd and/or that are beyond its control, in any case (without limitation) include the circumstance that one or more suppliers of De Weerd fail to perform one or more of their obligations, adverse weather conditions, earthquakes, fire, loss, theft or destruction of goods that are to be processed, road blockages, strikes, work stoppages and import or trade restrictions.
- 4.5 De Weerd shall no longer have the right to suspend the performance of its obligations if the temporary impossibility to perform its obligations has lasted for more than six (6) months. The Agreement can only be dissolved after the end of the abovementioned period, and exclusively for those parts of the obligations that have not been performed yet. In that case, the Customer shall not be entitled to compensation of any damage suffered or to be suffered as a result of the dissolution.

5. END OF THE AGREEMENT

- 5.1 If the Customer wants to terminate an Order for an indefinite period of time placed with De Weerd, this must be done in writing - by means of a signed registered letter- with due observance of a reasonable notice period.
- 5.2 Without prejudice to any further rights accruing to De Weerd and the other provisions of these General Conditions, De Weerd may, without judicial intervention, by means of a written notification dissolve the Agreement in the following (non-exhaustive list of) cases:
 - 5.2.1 if the Customer fails to perform his payment obligations;

- 5.2.2 if the Customer requests to be granted a suspension of payments, or if the Customer or any of the creditors of the Customer files a petition for the bankruptcy of the Customer;
- 5.2.3 if a provisional suspension of payments is granted to the Customer, or if the Customer is declared bankrupt;
- 5.2.4 if the Customer in full or in part loses the power to freely dispose of his assets and/or income;
- 5.2.5 if an executorial attachment is levied on a substantial part of the possessions or the capital of the Customer; and/or
- 5.2.6 if the Customer sells or liquidates his enterprise.
- 5.3 Upon termination of the Agreement, each of the Parties shall immediately hand over to the other party all goods, objects and documents that are in its possession and that belong to the other party, including copies and other derivatives thereof.

6. EXECUTION OF THE AGREEMENT

- 6.1 All activities that are carried out by De Weerd shall be carried out to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Regarding the envisioned activities, De Weerd shall have an obligation to exert its best efforts, unless expressly agreed otherwise.
- 6.2 The Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code shall not apply to agreements entered into by or on behalf of De Weerd.
- 6.3 Unless the nature of the Agreement directs otherwise, the Customer shall (let others) make the staff that is deemed to be necessary by De Weerd available in order to enable De Weerd to carry out the activities.
- 6.4 De Weerd shall determine the manner in which and by which employee(s) the Agreement will be executed, but shall in that as much as possible take into account the requirements expressed by the Customer.
- 6.5 If the Customer wants to involve third parties in the execution of the Order, it will do so only after he has reached consensus about that with De Weerd, because directly or indirectly involving a third party in the execution of the Order can have a significant impact on the possibilities of De Weerd to execute the Agreement properly and/or in conformity.
- 6.6 If the commencement or progress of the activities is delayed by factors for which the Customer is responsible, the damages and costs resulting therefrom for De Weerd will have to be compensated by the Customer.
- 6.7 If the Customer fails to perform his obligations and as a result thereof a delay in the execution of the activities occurs, the activities will be carried out as soon as the Customer yet performs his obligations and the planning of De Weerd permits the same. The Customer shall be liable for all damage for De Weerd and/or third parties resulting from the delay.

7. PRICE AND PRICE CHANGES

- 7.1 All prices that have been agreed in writing shall be binding and are exclusive of any taxes payable thereon.
- 7.2 If De Weerd has to carry out extra activities due to incompleteness of and/or errors in the Order placed by or on behalf the Customer, if De Weerd itself has to



retrieve additional information, or if the Customer desires fundamental changes during the execution or after the completion of the Order, which save in case of intent or deliberate recklessness on the part of De Weerd shall be for the risk and account of the Customer, De Weerd shall have the right to charge the costs that directly or indirectly relate thereto through to the Customer in accordance with the rate (per hour) of De Weerd that is applicable for that.

- 7.3 An increase of cost-determining factors that arises after the conclusion of the Agreement can be charged through by De Weerd to the Customer if the execution of the Agreement at the time of the increase has not yet been completed by De Weerd.
- 7.4 The Customer shall be held to pay the price increases as referred to in paragraph 7.3 concurrently with the payment of the principal sum or the next agreed instalment.
- 7.5 The price shall not include:
 - 7.5.1 the costs of packaging;
 - 7.5.2 any other costs relating to the Agreement that reasonably are for the charge of the Customer.
- 7.6 De Weerd shall have the right prior to executing the Order to request an advance payment from the Customer.
- 7.7 All prices used/mentioned by De Weerd shall be in Euros, unless agreed otherwise in writing.

8. PAYMENTS

- 8.1 Unless expressly agreed otherwise in writing between the Parties, all payments shall be made at the latest at the provision of the services, performance of the activities or delivery of the Products, or in any other manner as agreed in writing between the Parties in derogation thereof.
- 8.2 If the Parties agree that payment will take place on the basis of invoices, payment shall be made within fourteen (14) days after the invoice date, unless the Parties expressly deviate from that period in writing.
- 8.3 Payments must be made without deduction or set-off, by means of transfer to a bank account to be designated by De Weerd. Objections of the Customer against invoices of De Weerd shall not suspend the payment obligation.
- 8.4 If the payment periods referred to in the Clauses 8.1 or 8.2 are exceeded, the Customer shall automatically be in default (without any further payment reminder or notification of default being required). In that case, the Customer shall be due the statutory commercial interest, increased with 3% per month. When calculating the interest, partial months shall be counted as full months. As then the Customer shall also be due the extrajudicial costs to De Weerd, which already now are set on at least 15% of the principal amount including accrued interest, without prejudice to the right of De Weerd to claim payment of the actual extrajudicial costs.
- 8.5 If the financial position and/or payment behaviour of the Customer in the opinion of De Weerd gives rise thereto, De Weerd shall have the right to require from the Customer that he will immediately provide an (additional) security in a form to be determined by De Weerd, and/or to pay an advance. If the Customer fails to provide the required security, De Weerd shall have the right, without prejudice to its other rights, immediately to suspend the further execution of the Order,



and all that which the Customer is due to De Weerd for whatever reason shall as then be immediately due and payable.

- 8.6 The principal amount including accrued interest shall in any case be immediately due and payable if:
 - 8.6.1 a payment period is exceeded;
 - 8.6.2 a petition for the bankruptcy of the Customer and/or a petition to grant the Customer a suspension of payments has been filed;
 - 8.6.3 executory attachment is levied against the Customer;
 - 8.6.4 the Customer (if a company) is dissolved or liquidated;
 - 8.6.5 the Customer (if a natural person) files a petition for admission to the judicial debt rescheduling arrangement, is placed under guardianship or dies.
- 8.7 If De Weerd whether or not in judicial proceedings is placed in the right, all costs incurred by De Weerd in connection with those proceedings shall be for the charge of the Customer.
- 8.8 In all cases, De Weerd shall in addition to (inter alia) the rights mentioned in this Clause, also have the right to claim damages and/or performance.

9. DELIVERY

- 9.1 Delivery shall be made to the address of the Customer that is known to De Weerd, unless expressly agreed otherwise in writing. De Weerd shall be allowed to continue regarding the address stated to it by the Customer as the address of the Customer, until the Customer has provided a new address to De Weerd in writing.
- 9.2 Delivery shall be deemed to have taken place at the moment that the Products have reached the address specified by the Customer, unless expressly agreed otherwise in writing. If and in so far as the Customer himself arranges the transport, the transport shall take place entirely for the risk and account of the Customer, and Delivery shall take place at the moment of the actual handing over of the Products by or on behalf of the Customer.
- 9.3 As from the moment of Delivery, the Products shall entirely be for the risk and account of the Customer.
- 9.4 An agreed delivery time shall always be an estimate, and shall in no case be a deadline, unless expressly agreed otherwise in writing. In case of late delivery, the Customer shall place De Weerd in default in writing, in which De Weerd will have to granted a reasonable period of time yet to perform.
- 9.5 If the Customer has bought a substantial number of Products from De Weerd, and these Products at the request of the Customer have to be delivered to the Customer in parts, De Weerd shall properly keep the Products in custody for the risk and account of the Customer, in which case the provisions of Clause 14 of these General Conditions shall be applicable in full.
- 9.6 If De Weerd places the Products in custody in accordance with the provisions of Clause 9.5, the Products shall on call of the Customer within a reasonable period be delivered to the Customer by De Weerd, unless expressly agreed otherwise in writing.
- 9.7 If the Products are delivered to the Customer within the agreed period ex warehouse/ex works, the Products will have to be picked up there by the Customer within three (3) weeks. If the Products after the expiry of that period have not been picked up by the Customer, De Weerd shall have the right to



store the relevant Products for the risk and account of the Customer, and/or to deliver them at the address of the Customer for the risk and account of the Customer.

10. CREDITOR'S DEFAULT

- 10.1 If the Customer does not accept the Delivery of the Products prior to the expiry of the delivery period and/or if the Customer refuses the Products, De Weerd may place the Products in custody for the risk and account of the Customer, including without limitation the risk of deterioration in quality. During the custody, the Customer can only remedy its default by accepting the Products that have been placed in custody. De Weerd shall forthwith, but in any event within 14 days, notify the Customer of that custody in writing, while concurrently sending the invoice regarding the Delivery.
- 10.2 All costs incurred and to be incurred by De Weerd in respect of the placing in custody of the Products shall be for the charge of the Customer.

11. RESERVATION OF OWNERSHIP

- 11.1 De Weerd reserves the ownership of all Products delivered and/or to be delivered by De Weerd to the Customer until the purchase price for all Products has been paid in full. If De Weerd carries out services/activities that are to be paid by the Customer and/or has left any other invoices of De Weerd unpaid, the reserved ownership shall continue to apply until the Customer has also paid those claims of De Weerd in full. The reserved ownership shall also apply to claims on the Customer arising for De Weerd from any failure of the Customer to perform any of the aforementioned agreements.
- 11.2 As long as the ownership of the Products has not devolved on the Customer, the Customer shall be forbidden to transfer, pledge or otherwise encumber, alienate or hand over for consumption and/or use the relevant Products, under whatever title.
- 11.3 The Customer shall be held to keep the Products that have been delivered under a reservation of ownership in custody with observance of all due care, and as recognizable property of De Weerd.
- 11.4 If and in so far as the Customer fails to perform its payment obligations towards De Weerd, or if De Weerd has good reason to fear that the Customer will fail to perform those obligations, and in the cases referred to in Clause 5.2, De Weerd shall have the right to take back the Products that have been delivered under reservation of ownership. The Customer already now for then grants to De Weerd permission to take possession of the relevant Products, and for that purpose to access the locations where the Products are located as well as the premises that provide access to those locations.

12. GUARANTEE

- 12.1 De Weerd reasonably guarantees the good quality of its Products in accordance with the corresponding statutory requirements, unless De Weerd expressly indicates otherwise. This guarantee expressly does not include the guarantee that after storage, treatment and/or processing of the Products, any developed semi-finished, partial or finished Products of the Customer or of third parties who have acquired the Products from or via the Customer, meet all legal requirements.
- 12.2 Guarantee claims shall only include replacement of the relevant Products, on the understanding that replacement cannot be claimed until the Customer proves

that the relevant Products do not comply with the Agreement and that defects justify replacement.

- 12.3 The guarantee in the preceding provisions in any case does not apply in the following cases (not an exhaustive list):
- 12.3.1 improper or careless storing, treating and/or processing of the Products by the Customer;
 - 12.3.2 incorrect or careless mixing of the Products with other products by the Customer;
 - 12.3.3 incorrect or careless use of the Products by the Customer, at which instructions have not been followed, or if the Products have been used for other than the normal purposes, or are handled, used, treated, processed, mixed, stored or kept in an inexpert manner;
 - 12.3.4 use by the Customer of other (improper) packaging material, or repackaging or packaging anew in other packaging material;
 - 12.3.5 causes that do not lie in the Products but are connected with specific circumstances at the storing, treating and/or processing of the Products by the Customer, including without limitation humidity, dust, temperature and climate control;
 - 12.3.6 circumstances that lie beyond the sphere of risk of De Weerd, whereby De Weerd in the relevant case cannot make use of any guarantee provision, including without limitation the guarantee provision(s) provided by a supplier. Circumstances that lie beyond the sphere of risk of De Weerd in any case include the circumstance that there is intent or deliberate recklessness on the part of the Customer.
- 12.4 If the Customer fails to perform his obligations under the Agreement, De Weerd shall completely be relieved from all its guarantee obligations.

13. COMPLAINTS

- 13.1 The Customer shall be held to (let others) check the delivered Products immediately on delivery, but in any case within 24 hours, for shortages, defects and damage, or to (let others) carry out this check immediately after the notification that the Products are available for the Customer.
- 13.2 The Customer can no longer invoke a defect in the performance if he within fourteen (14) days after he has or reasonably should have discovered the defect, or within fourteen (14) days after approval has been granted or is deemed to have been granted, has not expressly complained to De Weerd in writing (lapse of right).
- 13.3 In case of a justified and timely submitted complaint, De Weerd shall have the choice between adaptation, performing anew and/or indemnification.
- 13.4 Complaints shall not suspend the payment obligations of the Customer.
- 13.5 Complaints regarding the invoice amount will have to be made known by the Customer to De Weerd within fourteen (14) days after the invoice date.
- 13.6 If it is established that a complaint is unfounded (in full or in part), the costs, including investigation costs and legal costs, shall be for the charge of the Customer in full.

14. DUTY OF CARE

- 14.1 In its capacity of custodian, De Weerd shall be held to observe all due care that can be required from of a good custodian, this in accordance with the requirements of reasonableness and fairness.



- 14.2 De Weerd may only use the Products that he has in custody if and in so far as the Customer has given permission for that, or if that use is necessary to keep the Products in a good condition.
- 14.3 De Weerd shall be held to exert sufficient efforts to protect and insure Products That are stored for the Customer.

15. SECRECY

- 15.1 The Parties mutually undertake to observe absolute secrecy towards third parties in respect of (information regarding) business affairs of each other that has come to their knowledge under the Agreement and/or the execution thereof, and of which they know or reasonably ought to know that this information is confidential, all this in the broadest sense of the words used, unless a statutory provision expressly provides otherwise.
- 15.2 In case of violation of the provisions of Clause 15.1, the violating party shall forfeit to the other party an immediately due and payable fine of € 25,000 for each violation, which fine shall be increased with an amount of € 5,000 for each day that the violation continues, all this without prejudice to the right to claim performance and/or damages.

16. LIABILITY

- 16.1 The liability of De Weerd, which liability shall solely exist for any direct damage and costs caused by or directly related to a failure in the performance of the Agreement by De Weerd, shall at all times be limited to 100% of the net invoice amount per Order, except if and in so far as there is intent or deliberate recklessness of De Weerd.
- 16.2 Except if and in so far as there is intent or deliberate recklessness, De Weerd shall not be liable for:
 - 16.2.1 any indirect damage and/or costs relating to a failure in the performance of the Agreement;
 - 16.2.2 damage suffered by the Customer due to acts of executors, suppliers or third parties used by him in the execution of the Agreement;
 - 16.2.3 the consequences of exceeding the date at which the Order must have been executed and completed;
 - 16.2.4 damage to and/or loss or destruction of Products, documents, materials and/or goods during transportation or shipment by mail or otherwise, as well as a late receipt;
 - 16.2.5 stock differences, unless there is intent or deliberate recklessness on the side of De Weerd. De Weerd undertakes in this regard (being an obligation to exert its best efforts) that it will as much as reasonably practicable take (safety) measures in order to minimize these stock differences; and
 - 16.2.6 the nature, characteristics, reliability and safety of the Products traded by the Customer and/or the consequences thereof.
 - 16.2.7 The Customer shall indemnify De Weerd against all damage suffered by De Weerd as a result of claims of third parties relating to the Products delivered by De Weerd, including without limitation:



- 16.2.8 claims of third parties, including employees of the Customer, who suffer damage as a result of unlawful acts of (employees of) De Weerd, who have or have not been made available to the Customer and/or who carry out or have carried out activities under his supervision or on his instruction;
- 16.2.9 claims of third parties, including employees of De Weerd, who in connection with to the execution of the Agreement suffer damage resulting from acts or omissions of the Customer and/or unsafe situations in his company; and
- 16.2.10 claims of third parties who suffer damage resulting from a defect in Products delivered by De Weerd which were used, processed, treated, mixed and/or stored, changed or delivered (through) by the Customer under addition of or in conjunction with own products and/or services of the Customer.
- 16.3 If De Weerd has not been informed of the contents of packages provided to it for storage, or for which De Weerd arranges distribution on instruction of the Customer, the Customer shall indemnify De Weerd against any claims from third parties arising from the having in its possession of the packaged goods of which De Weerd does not know the contents. This shall in any case include stolen goods, goods for which a license or permit is required, but that has not been issued, weapons, drugs or other goods of which it the Customer knows or should reasonably have known that the transport and/or possession thereof constitutes an act for which De Weerd may be held liable.

17. INTELLECTUAL PROPERTY

- 17.1 De Weerd reserves all intellectual property rights that accrue to it under the Dutch Copyrights Act and/or any other intellectual property laws and regulations.
- 17.2 The Customer is expressly forbidden to reproduce, publish or exploit the Products, including the composition and formulas thereof, as well as working methods, advice, (model) contracts and other products of the mind of De Weerd, all this in the broadest sense of the words used, whether or not with involvement of third parties. Reproduction and/or publication and/or exploitation shall only be allowed after the written permission of De Weerd has been received for that.

18. FORCE MAJEURE

- 18.1 If De Weerd is unable to perform its obligations in full or in part as a result of a cause or an event that cannot be imputed to it, including a stagnation in the regular course of affairs within the company of De Weerd or in the company of a third party whose services are used by De Weerd in the execution of the Agreement, or by any circumstance that lies outside the risk sphere of De Weerd, those obligations shall be suspended until the moment that De Weerd is again able to execute the Agreement in the agreed manner.
- 18.2 If De Weerd is not able within a reasonable period of time to perform its obligations towards the Customer, then both the Customer and De Weerd shall have the right to dissolve the Agreement, without De Weerd being held to compensate any damage caused by that dissolution.
- 18.3 If De Weerd is not able within a reasonable period of time to perform its obligations towards the Customer as a result of a cause that cannot be imputed to it, including a situation in which De Weerd within a reasonable period of time turns out to not be able to buy Products on the world market, as well as a stagnation in the regular course of business in the company of a third party of whose services De Weerd



makes use, or by any circumstance beyond the risk sphere of De Weerd, both the Customer and De Weerd shall have the right to dissolve the Agreement, without De Weerd being held to compensate any damage caused by that dissolution.

- 18.4 If De Weerd at the time of the commencement of the force majeure has already partly performed its obligations or can only partly perform its obligations, De Weerd shall have the right to invoice the then already delivered or deliverable part separately, and the Customer shall be held to pay that invoice as if it regarded a separate Agreement.

19. RETENTION RIGHT

- 19.1 De Weerd shall have the right to suspend the release of the Products of the Customer under the Agreement until the moment that all outstanding invoices and/or otherwise outstanding claims of De Weerd on the Customer on whatever basis have been paid in full.

20. APPLICABLE LAW AND COMPETENT COURT

- 20.1 All agreements between De Weerd and the Customer shall exclusively be governed by Dutch law. The Vienna Sales Convention (CISG) shall not apply.
- 20.2 All disputes arising from this Agreement shall exclusively be submitted for settlement to the competent Civil Division of the Court of Overijssel, the Netherlands.

21. PRIVACY

- 21.1 If Customer processes Personal Data for the performance of the Contract, the Customer will do so in a proper and careful manner and adhere to the legal requirements that follow from laws and regulations. The Customer shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk for the processed Personal Data. The Customer shall take into account the state of the art, the cost of implementation and the nature, scope, context as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing. On request and without undue delay, Customer shall inform De Weerd in what way the Customer carries out his obligations by virtue of the aforementioned laws and regulations.
- 21.2 Customer shall not process the Personal Data obtained for processing for its own purposes and not for other or further purposes than reasonably necessary for the performance of the Contract with De Weerd unless the Customer granted permission in writing.
- 21.3 Customer shall inform De Weerd without undue delay regarding any request and/or complaint of the Supervisory Authority in respect of the Personal Data being processed for the performance of the Contract.
- 21.4 Customer shall provide assistance to De Weerd if De Weerd submits a request to exercise his or her rights including, but not limited to, the right of access, rectification, erasure, objection to the processing of Personal Data, unless this cannot reasonably be required from Customer.



- 21.5. Customer shall inform De Weerd as soon as possible once it has become aware of a personal data breach.
- 21.6. If the Contract between the Customer and De Weerd ends, the Customer shall ensure that all Personal Data which came in its possession in the context of the performance of the Contract will be returned to De Weerd or will be destroyed with the consent of the Customer, unless this is in conflict with the express requirements of mandatory law.
- 21.7. If De Weerd processes Personal Data of the Customer, the obligations laid down in this Article shall also apply to De Weerd.
- 21.8. If the processor is established outside the European Union and does not form part of the European Economic Area and the country of establishment of the Customer does not have an adequacy decision of the European Committee, the Customer undertakes and guarantees:
- that appropriate technical and organisational measures shall be implemented to protect the Personal Data from destruction, either accidentally or unlawfully, loss, forgery, unauthorised dissemination or access, and which guarantee an appropriate security level in view of the risks involved in the processing and the nature of the data to be protected.
 - that each third party who is granted access to the Personal Data, including processors, respect the confidentiality and security thereof. Each person acting under the responsibility of the Customer, including a processor, is obliged to process the Personal Data solely in accordance with the Customer's instructions. This provision shall not apply to persons authorised or obliged pursuant to law or regulations to have access to the Personal Data.
 - At the time of the conclusion of the Contract between De Weerd and the Customer, there is no reason to assume that at the time the provisions laid down in this Article are being applied, any local legislation is in effect which could have an adverse effect on the guarantees laid down in this Article. If such legislation becomes known, the Customer shall inform De Weerd thereof without undue delay. De Weerd shall then inform the Personal Data Protection Authority without undue delay.
 - The Personal Data shall be processed for the performance of the Contract concluded between the parties.
 - De Weerd shall be informed about a point of contact at the Customer who is authorised to deal with information requests relating to the processing of Personal Data;
 - Upon requests relating to monitoring, audit and/or certifying of De Weerd, the Customer shall cooperate. This monitoring, audit and/or certifying shall be carried out by independent and impartial inspectors or auditors, engaged by De Weerd.
- 21.9. Each party is liable vis-à-vis the other party for damage caused by non-compliance with the provisions laid down in this Article. The liability between the parties shall be limited to the actual suffered damage. Each party is liable vis-à-vis the Data Subjects for damage caused by breaches to the rights of third parties by virtue of these provisions.



Steenwijk, the Netherlands, July, 2018

