

EKO QUALITY MARK GENERAL TERMS AND CONDITIONS

Article 1 - Applicability

- The following terms are used in these Terms and Conditions:
 - Approved Producer: natural or legal persons and entities who/that have a valid EKO licence and/or valid EKO certification. Approved Producers and users must comply with the appropriate EKO quality mark regulations.
 - Certification: performing activities on the basis of which Stichting EKO-keurmerk (i.e. the EKO Quality Mark Foundation) states that there is a justified belief that a company complies with the laid down terms and conditions.
 - Stichting EKO-keurmerk: Stichting EKO-keurmerk established in Ede and registered at the Chamber of Commerce under number 52650448;
 - General Terms and Conditions: these General Terms and Conditions.
- These General Terms and Conditions apply to all Approved Producers irrespective of whether the Approved Producer fully complies with the terms and conditions for using the EKO Quality Mark. By using the EKO Quality Mark in whatever manner, the user accepts that the user is bound by these General Terms and Conditions.
- If the Approved Producer uses General Terms and Conditions too, Stichting EO Keurmerk rejects these in full.
- If any provision in these General Terms and Conditions is void or is declared void, the other provisions shall remain in force in full.

Article 2 - The Agreement

- An Agreement between Stichting EKO-keurmerk and the Approved Producer is realised when the Approved Producer accepts the offer and complies with the related set terms and conditions; in other words when the parties have executed the Agreement. The regulations, terms and conditions as well as the annual rate list regarding the EKO Quality Mark are an integral part of the Agreement concluded between the parties.
- If the Approved Producer has accepted the offer electronically, the Stichting EKO-keurmerk shall electronically confirm the receipt of the acceptance of the offer.
- If the Agreement is concluded electronically, the Stichting EKO-keurmerk shall implement suitable technical and organisational measures to protect the electronic transfer of data and it shall ensure that a secure web environment is made available.
- The Approved Producer may not transfer the rights and obligations arising from the Agreement to a third party.

Article 3 – Duration, cancellation and extension

- The Approved Producer can cancel an Agreement that has been concluded for a specific length of time or indefinitely and that covers the use of the EKO Quality Mark at any time in writing through a registered letter whilst observing the cancellation rules agreed for this purpose and a notice period of at least one month.
- An Agreement that has been concluded for a specific length of time and that covers the use of the EKO Quality Mark may be extended or renewed tacitly for a specific length of time.
- A party is entitled to terminate completely or partially the Agreement with immediate effect without this meaning that there shall be any obligation to pay compensation for any possible losses of this party if one of the following circumstances occurs:
 - The bankruptcy of the other party has been filed;
 - The other party is declared bankrupt;
 - The other party is granted a (provisional or non-provisional) moratorium;
 - The company of the other party has been shut down or has been fully or partially transferred to a third party;

- The Agreement that covers the use of the EKO Quality Mark may be terminated by the Stichting EKO-keurmerk with immediate effect if the use of the EKO Quality Mark is seriously breached and/or abused.
- If the Agreement is terminated for whatever reason, the Stichting EKO-keurmerk stipulates that all use of the EKO Quality Mark must cease immediately.

Article 4 - Payments

- All prices included in the rate sheet exclude VAT.
- The Stichting EKO-keurmerk is entitled to adjust its prices and rates each year on 1 January.
- Insofar as it has not been determined otherwise in the Agreement or additional terms and conditions, the amounts to be paid by the Approved Producer must be paid within 14 days after the date on the sent invoice.
- If the Approved Producer does not comply on time with the Approved Producer's payment obligations, the Approved Producer shall owe the legal interest over the amount still due and payable and the Stichting EKO-keurmerk shall be entitled to charge the extrajudicial collection charges that it incurs after the Approved Producer has been informed by the Stichting EKO-keurmerk about the late payment and the Stichting EKO-keurmerk has granted the Approved Producer a period of 14 days to again meet the Approved Producer's payment obligations should payment not be made within this 14 day period. These collection charges shall amount to a maximum of: 15% over the outstanding amounts up to € 2,500, 10% over the next € 2,500 and 5% over the next € 5,000 where a minimum of € 40 shall apply. The Stichting EKO-keurmerk may derogate from the aforementioned amounts and percentages to the benefit of the Approved Producer.

Article 5 – Complaints procedure

- The Stichting EKO-keurmerk has a complaints procedure that has been sufficiently made known and shall deal with a complaint in accordance with this complaints procedure.
- Complaints about the execution of the Agreement must be submitted in full and must be clearly described to the Stichting EKO-keurmerk within a reasonable period of time after the Approved Producer has observed the deficiencies.
- Replies to complaints submitted to the Stichting EKO-keurmerk shall be sent within a period of 14 days after the date of receipt. If a complaint requires a foreseeable longer processing time, the Stichting EKO-keurmerk shall reply within the period of 14 days with a message of receipt and an indication when the Approved Producer may expect a more extensive reply.
- If the complaint cannot be resolved within a reasonable period and/or within 3 months after submission of the complaint, a dispute shall be deemed to have arisen that can be dealt with through the dispute settlement procedure.

Article 6 – Disputes

- Agreements between the Stichting EKO-keurmerk and the Approved Producer to which these General Terms and Conditions refer shall only be governed by Dutch law.
- All disputes that arise in connection with this Agreement or from further agreements that arise from this, shall be submitted to the competent court in Arnhem.
- The Stichting EKO-keurmerk uses a complaints procedure if a third party submits a complaint about the Approved Producer. If a complaint is valid, this may be a reason for the Stichting EKO-keurmerk to consult the

Approved Producer about taking improvement measures, reviewing the quality plan or implementing a measure.

- If the Stichting EKO-keurmerk receives a complaint about its own operations, it shall be handled by an appropriate competent employee of the Stichting EKO-keurmerk who was not involved in the operations that led to the complaint. If it concerns a serious complaint, this complaint shall be handled by the appointed ombudsperson.

Article 7 – Intellectual property rights and liability

- All intellectual property rights with regard to the EKO Quality Mark, the Agreement and the regulations that apply are vested on the Stichting EKO-keurmerk.
- The party that fails imputable and/or commits a wrongful act towards the other party shall be liable for the payment of the losses that this party has suffered and/or shall suffer.
- The Stichting EKO-keurmerk cannot be held liable for losses that the Approved Producer suffers as a result of the use of the EKO Quality Mark and/or the non-observance of the concluded Agreement.
- The parties may only claim compensation for their losses as referred to under the second paragraph with regard to an imputable shortcoming if the injured party sends a notice of default to the failing party through written notification within 14 days after the loss event has occurred and compliance within the period of at least 14 days is not forthcoming. The obligation of a written notice of default shall not apply if observance or resolution is already permanently impossible.

Article 8 – Additional or derogating provisions

Any additional provisions and/or provisions that may derogate from these General Terms and Conditions may not be to the detriment of the Approved Producer and must be laid down in writing and/or in such a way that they can be stored in an accessible manner by the Approved Producer on a durable data carrier.

Clause 9 - Governing law

- Agreements concluded between the Stichting EKO-keurmerk and the Approved Producer as well as any legal relationships that may arise from these shall only be governed by Dutch law including if the Approved Producer should be established outside the Netherlands.
- The competent court of the District Court of Gelderland is exclusively competent with regard to every dispute that may arise between the parties in relation to the Agreement concluded between the parties unless prescribed otherwise due to a mandatory legal provision.