

General Terms and Conditions FoodJet B.V.

Nijmegen, February 1th 2019

1. General

1.1 These terms and conditions use the following definitions:

Product: the object(s) to be designed for in accordance with the product specifications in the Agreement.

FoodJet: the party who refers to these General Terms and Conditions in his Agreement and / or confirmation, registered at the Chamber of Commerce number 10143883.

Customer: any person or legal entity with whom FoodJet enters into an Agreement.

Agreement: the form of Agreement together with the offer, order confirmation and annexes, such as but not limited to the performance specification, FAT and SAT reports, the Service Level Agreement and the FoodJet General Terms and Conditions.

SLA: the service level agreement in which the maintenance and support and the applicable service levels are described.

Intellectual Property Rights: all intellectual property rights including, without limitation, any patents, patent application, trademarks, trade secrets, registered designs, registered design application, copyrights, design rights, moral rights, process, formula, specification, drawing, including rights in computer software and databases howsoever arising in any part of the world.

Services: maintenance and support regarding the Product as agreed upon between FoodJet and Customer.

Documentation: the performance specifications and custom made documents for the designed Product.

1.2 These General Terms and Conditions apply to and form an integral part of every Agreement, offer and/or legal relationship between FoodJet and the Customer. The applicability of any term or provision referred to by the Customer is expressly excluded.

1.3 Deviations from these General Terms and Conditions will only be expressly agreed on in writing.

1.4 These General Terms and Conditions also apply to any complementary or further Agreements.

1.5 If one or more provisions of these General Terms and Conditions are invalid or void, the remaining provisions of these General Terms and Conditions will remain in full force and effect, and FoodJet and the Customer shall discuss new provisions to replace the original provisions, in which the purpose and intent of the original provisions are observed to the greatest extent possible.

1.6 FoodJet is not required to demand strict compliance with these General Terms and Conditions of the Customer, in cases FoodJet deems appropriate. This does not mean that FoodJet thereby loses the right to demand strict compliance with the General Terms and Conditions of the Customer in future - similar or different - cases.

1.7 In the event of any discrepancy between these General Terms and Conditions and the Agreement in which they are declared applicable, the provisions of the Agreement will prevail.

1.8 FoodJet reserves the right to modify and/or supplement these General Terms and Conditions. Amended General Terms and Conditions are deemed to be accepted if they are not explicitly rejected by the Customer within 14 days after publication of the amended General Terms and Conditions.

2. Offer

2.1 Any offer made by FoodJet is valid for 60 days from the date of the offer.

2.2 The Customer shall timely and free of charge provide FoodJet with all information and data necessary for the performance of the Agreement. The Customer ensures and guarantees the correctness of the information referred to in this clause. The Customer is also responsible for, and accepts the risk of, possible problems and / or claims arising from the content, accuracy, completeness and consistency of the information provided.

2.3 Acceptance of the offer occurs in writing by signing the Agreement within the time period specified in the offer or, if no period is specified, within 60 days after the offer date.

2.4 Foodjet may revoke an offer at any time prior to receipt of notice of acceptance of the corresponding offer by the Customer.

2.5 Each offer is based on the information provided by the Customer, the performance by FoodJet under normal conditions and during normal working hours and based on availability within a reasonable time period.

3. Intellectual Property rights

3.1 As the creator of the Product, FoodJet has the sole entitlement to all Intellectual Property Rights in and to the Product and in and to related Documentation developed for or made available to the Customer in the context of the Agreement. Only FoodJet is authorised to establish intellectual property rights regarding the Product, Documentation and Services.

3.2 FoodJet grants to Customer a perpetual, non-exclusive, license to use the Product for the purpose as stated in the Agreement.

3.3 In case of a third party infringement regarding Intellectual Property Rights Customer shall notify FoodJet immediately and abstain from any (legal) action against the infringing party.

3.4 Customer may not, in any way, commercialise the Product covered by the Intellectual Property Rights in the broadest sense of meaning e.g. manufacture, hire, import, distribute, sell, offer, advertise, let, expose, etcetera.

4. Agreement

4.1 Acceptance of the offer and / or granting the Agreement occurs in writing, within the time period specified in the Agreement by signing the Agreement, sending a purchase order or a signed order confirmation.

4.2 FoodJet may revoke an offer / Agreement at any time prior to receipt of notice of acceptance of the corresponding offer/ Agreement by the Customer.

4.3 The fees and prices stated in the Agreement, unless otherwise indicated, exclude VAT and other government levies and exclude costs incurred in the context of the Product that cannot be determined in advance, such as but not limited to, costs for meetings and travel.

4.4 FoodJet will endeavour to perform the order carefully, to secure the interest of the Customer to the best of its ability, and to strive to achieve the best possible results for the Customer. FoodJet will make every effort to perform with care, in accordance with the Agreement. All deliverables of FoodJet are performed on the basis of a best effort obligation, except to the extent that the Agreements expressly states a result and the outcome has been described with sufficient definiteness. Services and applicable service levels as stated in the Agreement and/or SLA are always best effort obligations.

4.5 FoodJet is entitled to engage third parties in the performance of the Agreement. In case of any limitations of liability by third parties in connection with the performance of the Agreement, FoodJet assumes and hereby confirms that all contracts granted by the Customer also include the authority to accept a limitation of liability on behalf of the Customer.

4.6 If and to the extent that an Agreement is entered into for a fixed price, only the activities which are part of the Agreement are carried out. In case of extra work, in which extra work is regarded as all activities that have not been assessed and offered by FoodJet, are therefore not part of the Agreement. FoodJet has the right to establish a supplementary Agreement and the concerning work will only be carried out after the Agreement or purchase order is signed.

4.7 Oral promises by and arrangements with employees of FoodJet shall only bind FoodJet to the extent that these have been confirmed by FoodJet.

5. Price and Payment

5.1 Regardless of the means of payment (in Euro), payment shall not be deemed to have been effected before FoodJet's account has been irrevocably credited for the amount due.

5.2 The prices quoted by FoodJet exclude VAT and other government levies applicable to sales and delivery and are based on delivery according to the applicable Incoterms as agreed upon in the Agreement between parties, applicable on the date of sale, unless otherwise agreed upon in writing.

5.3 FoodJet is entitled to invoice by activity / phase of the overall order.

- 5.4 Complaints in response to a received invoice can be made in writing up to 10 days after the invoice date, failing which the right to submit an complaint with respect to the concerning invoice is lost.
- 5.5 If the Customer fails to timely or completely pay an invoice, the Customer is legally in default. The Customer owes interest to the amount of the statutory interest rate plus 2% (per 14 days). In addition, all costs incurred by FoodJet in obtaining payment in and out of court will be borne by the Customer. The extrajudicial costs are set at 15% of the amount due with a minimum of € 150.-.
- 5.6 During the period of non-compliance with the payment obligations by the Customer, FoodJet has the right to suspend or postpone all its obligations under the Agreement or legal relationship. The Customer is not entitled to use the results, amongst others, the Product, while FoodJet is entitled to claim full compliance.
- 5.7 In case of late payment and in case the Customer fails to provide an agreed security by the stipulated date, FoodJet may, after having notified the Customer in writing, suspend his performance of the Agreement until he receives payment or, where appropriate, until the Customer provides the agreed security. The Customer shall not be entitled to set off any claims.
- 5.8 If the Customer has not paid the amount due within three months, FoodJet shall be entitled to terminate the Agreement by notice in writing to the Customer and, in addition to the interest and compensation for recovery costs according to this clause, to claim compensation for incurred losses. Such compensation shall not exceed the Purchase price.

6. Delivery; Title; and Risk of Loss

- 6.1 The delivery time starts after a written confirmation by FoodJet signed by both parties. If the Customer needs to provide any information, the terms start from the date of receipt by FoodJet, but not earlier than the date of the written order confirmation and agreement on the technical details needed for manufacturing of the order. If parties have agreed on down payment, the delivery time starts at the moment the bank account of FoodJet is credited by the amount due.
- 6.2 Any stated delivery dates are approximate. FoodJet shall not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date unless there is intent or deliberate recklessness on the part of FoodJet. If FoodJet anticipates that he will not be able to deliver the Product and / or Services in time, he shall notify the Customer in writing, stating the reason and, if possible, the expected time of delivery. If a delay is caused by changes in said working conditions, or because of materials required for the implementation of the work not being delivered on time, the delivery time will be extended as necessary.
- 6.3 If FoodJet exceeds a delivery time, this does not entitle the Customer to full or partial dissolution or termination of the Agreement, nor does not meeting an obligation of the Customer as specified in these Terms and Conditions and / or the Agreement.
- 6.4 Exceeding the delivery time does not affect the obligations of the Customer under these General Terms and Conditions and other documents signed between the parties.
- 6.5 If delay in delivery is caused by an act or omission on the part of the Customer, or any circumstances attributable to the Customer, FoodJet shall be entitled to extend the time for delivery as required by the relevant circumstances.
- 6.6 If the Customer anticipates that he will be unable to accept delivery of the product at the time of delivery, he shall forthwith notify FoodJet in writing thereof, stating the reason and, if possible the time when he will be able to accept delivery. If the Customer fails to accept delivery at the time of delivery, he shall nevertheless pay any part of the purchase price which becomes due at the moment of delivery, as if delivery had taken place at the time of delivery.
- 6.7 FoodJet shall arrange for storage of the product at the risk and expense of the Customer. FoodJet shall also, if Customer requires, insure the product at the Customer's expense. Unless the Customer's failure to accept delivery is due to any such circumstances as mentioned in article 14 of these General terms and Conditions, FoodJet may require the Customer to accept delivery within a final reasonable period, as informed in writing.

6.8 If, for any reason, which is not attributable to FoodJet, the Customer fails to accept delivery within the period stated in paragraph 6.6 of these General Terms and Conditions, FoodJet may, by means of written notice, terminate the Agreement in whole or in part. FoodJet shall be entitled to compensation for the losses incurred by the default of the Customer, including any consequential and indirect losses. The compensation shall not exceed the total purchase price as stated in the Agreement.

7. Risk and ownership

7.1 The delivery of the Product as stated in article 6 of these General Terms and Conditions shall be regarded as the time of transfer of risks. From the moment of delivery as stated in article 6.2 of these General Terms and Conditions, the Customer shall bear the risk for the Product, and the Customer shall keep the product adequately insured.

7.2 Notwithstanding the preceding paragraph and the provisions of article 6, the ownership of the Product is first transferred to the Customer when all amounts due by the Customer to FoodJet for deliveries or work, including interest and costs, are paid to FoodJet.

7.3 As long as the delivered product is the property of FoodJet, the Customer shall not modify it in any way, alienate it, encumber it, or transfer it to a third party.

7.4 FoodJet is, in arising circumstances, entitled to unrestricted access to the Product. The Customer shall provide FoodJet full cooperation to give FoodJet the opportunity to exercise his right of retention as stated in paragraph 2 of this article by taking back the product, including any necessary disassembly.

7.5 The license as stated in paragraph 3.2 of the General Terms of Delivery is granted subject to payment by the Customer of all amounts due.

8. Drawings and (technical) information

8.1 All information and data contained in the Documentation and price lists shall be binding only to the extent that they are by reference in writing expressly included in the Agreement.

8.2 All drawings and technical documents relating to the product submitted by one party to the other, prior or subsequent to the formation of the Agreement, shall remain the property of the submitting party unless agreed otherwise between Parties.

8.3 Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, be used or copied otherwise, or reproduced, transmitted or communicated to a third party.

8.4 FoodJet shall, not later than at the date of delivery, provide information and drawings which are necessary to permit the Customer to operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. FoodJet shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

8.5 In case drawings and technical documents related to the product submitted by the Customer to FoodJet contains errors which leads to adjustments in the product could cause any delay or additional costs. These additional costs and / or the consequences of a possible delay shall be for the account and at risk of the Customer.

9. Confidentiality

9.1 FoodJet and the Customer must exercise confidentiality in respect of all confidential information used for the performance of the Agreement and / or which is expressly designated by them as confidential.

9.2 FoodJet and the Customer impose this duty of confidentiality on all third parties whom they involve in the performance of the Agreement.

9.3 The confidentiality obligation does not apply to information that:

- i. is (or has become) part of the public domain;
- ii. has been lawfully obtained from a third party who is not bound by a similar obligation of confidentiality;
- iii. has been independently obtained, regardless of transfer of information from the other party;

- iv. has been released with permission of the other party.
- 9.4 An infringement of the confidentiality obligation is an attributable failure to comply with the Agreement.
- 9.5 The confidentiality obligation terminates three years after the commencement of the Agreement, or at a time or the occurrence of a specific circumstance agreed on between FoodJet and Customer.
- 9.6 In the event of early termination of the Agreement between FoodJet and Customer the confidentiality mentioned in this article remains in full force.

10. Factory acceptance test (FAT)

- 10.1 Tests before shipment of the Product provided for in the agreement shall, unless otherwise agreed, be carried out at the place of manufacturing during normal working hours.
- 10.2 The tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the Netherlands and to the extent possible taking into account the Product is not on the production site of the Customer.
- 10.3 FoodJet shall notify the Customer in writing of these tests in sufficient time to permit the Customer to be represented at the tests. If the Customer is not represented, the test report shall be sent to the Customer and shall be accepted as accurate.
- 10.4 The product will be built and set-up in FoodJet's production facility. FoodJet's engineers will check the full-scale system to the extent possible, performing a so called Factory Acceptance Test. During this period, the responsible engineers of the Customer can visit FoodJet's head offices in Nijmegen, the Netherlands. Travel arrangements and costs will be covered by the Customer. A FAT is deemed to be successful if the Product meets the standards as set by FoodJet in the FAT report.
- 10.5 If the tests show that the Product does not comply with the Agreement, FoodJet shall remedy deficiencies in order to ensure that the Product complies with the Agreement, unless the deficiency is insignificant. New tests shall then be carried out during start-up 'on site'.

11. Commissioning and Site acceptance test (SAT)

- 11.1 Commissioning is carried out by FoodJet after the product has been fully installed and all mechanical and electrical deliveries and connections have been completed by the Customer or a third party.
- 11.2 The commissioning includes, at least, checking the proper placement of the product, verifying if the mechanical and electrical deliveries and connections have been carried out in accordance with the Documentation; commissioning the Product (for the first time). The operation of the Product under normal circumstances is checked by FoodJet in presence of the Customer.
- 11.3 The acceptance tests will be held immediately in the presence of the Customer on request of FoodJet. After the Site Acceptance Test has been performed, the results are reported in the SAT report.
- 11.4 The Customer will provide, free of charge, the necessary facilities and materials required for the performance of the acceptance tests and any related tests.
- 11.5 Not providing the required materials and facilities is accounted for by the Customer. This includes but is not limited to waiting hours, travel costs and travel time of the FoodJet engineers.
- 11.6 A delay in the ability to carry out the commissioning by FoodJet is, to the broadest extent, is for the account of the Customer. In case FoodJet is unable to perform the SAT due to the delay, the final payment as agreed upon between parties in the Agreement will become due utterly 60 days after the day the SAT should have been performed. In case no SAT will be carried out the final payment as agreed upon between parties in the Agreement will become due utterly 60 days after the date of delivery of the Product.
- 11.7 In case of minor deficiencies, especially those that hardly or not at all affect the anticipated use of the Product, the Product is deemed to have been accepted, even despite these shortcomings. FoodJet shall then repair the defects as soon as possible.
- 11.8 Training of employees of the Customer will take place at the final stage of the commissioning phase. It is the responsibility of Customer to have qualified personnel available for the training sessions. Training sessions at a later stage due to the unavailability of the personnel will be fully charged to the Customer.

12. Warranty (Liability for defects)

- 12.1 Subject to the restrictions below, FoodJet guarantees the operation of the Product in accordance with the specifications of the Product under 'normal' use for a period of 12 months from the delivery under article 6, with the exception of wear-sensitive parts such as but not limited to rubber parts (membranes) and solenoid valves. FoodJet's liability shall be limited to defects which appear within a period of one year from delivery on site (premises of the Customer) except as otherwise stated in these General Terms and Conditions.
- 12.2 Paragraph 1 shall apply mutatis mutandis to unobservable defects during inspection or acceptance tests that are caused solely or mainly by improper assembly / installation by FoodJet. If assembly / installation of the Product is done by FoodJet, the warranty period of 12 months in paragraph 1 shall commence on the day the assembly / installation is completed by FoodJet.
- 12.3 The defects covered by the warranty stated in paragraph 1 and paragraph 2 shall be remedied by FoodJet by repairing or replacing the defective part (except the wear-sensitive parts not covered by the warranty), possibly at the company of FoodJet, or by sending a replacement part, such at the sole discretion of FoodJet. For repaired or replaced parts, a new warranty period of 12 months shall apply.
- 12.4 For repair and maintenance performed by FoodJet under the warranty, warranty is only provided on the soundness of the implementation of the assigned activities, for a period of 12 months. This warranty covers the obligation of FoodJet to perform the work again if it has been performed unsoundly.
- 12.5 No warranty is given for inspections, advice and similar services performed or given by FoodJet.
- 12.6 The warranty does not cover defects that occur are wholly or partially the result of:
- a. non-compliance with operation and maintenance instructions or other than anticipated normal use;
 - b. normal wear and tear;
 - c. the application of any government regulation regarding the nature or quality of the materials used;
 - d. materials or goods used in consultation with the Customer;
 - e. materials or goods which have been supplied by the Customer to FoodJet;
 - f. materials, goods, methods and constructions insofar applied at the explicit instruction of the Customer, as well as materials and goods supplied by or on behalf of the Customer.
- 12.7 If the Customer does not properly or timely fulfil any obligation arising from this agreement or a related agreement, FoodJet is not held to any warranty relating to this agreement (s) - however called. If the Customer proceeds to dismantle, repair or perform other work relating to the product without prior written approval of FoodJet, any claim under warranty is lost.
- 12.8 Complaints regarding defects should as soon as possible after discovery thereof but not later than 3 working days following the discovery of the defect be reported to FoodJet in writing. Exceeding this period means that any claim on FoodJet for such losses expires. Legal actions must be brought within one year after the timely complaint under penalty of forfeiture.
- 12.9 If FoodJet in fulfilment of its warranty obligations replaces parts / Products, the replaced parts / Products will be owned by FoodJet.
- 12.10 An alleged non-compliance by FoodJet of its warranty obligations does not release the Customer from the obligations arising from any agreement concluded with FoodJet.

13. Liability

- 13.1 FoodJet is not liable for any (in)direct damage of the Customer or third parties, including consequential damages. If however any event occurs which should lead to liability of FoodJet, in compliance with what is stipulated in paragraph 3 of this article, this liability will be limited to the amount paid out by the liability insurance of FoodJet in such case, including the deductible of FoodJet for such insurance. If and insofar no payment is made under the insurance policy for any reason

whatsoever, any liability of FoodJet is limited to the fee charged to the Customer by FoodJet in respect of the Agreement, with a maximum of € 200.000,- (two hundred thousand Euro).

- 13.2 Claims for payment of damages shall expire one year after the day on which the Customer became aware of the damage and the potential liability of FoodJet for that damage.
- 13.3 FoodJet is liable only if the Customer suffers damage that is directly attributable to a culpable failure to perform by FoodJet, and there is intent or gross negligence on the part of FoodJet, and the Customer also has not made any attributable faults with regards to the relevant incident.
- 13.4 In no event shall FoodJet be liable in contract, tort (including negligence), breach of statutory duty, misrepresentation, on indemnity basis or otherwise, for any of the following losses or damages howsoever caused and even if such losses and/or damages were foreseen, foreseeable or known, or that party was advised of the possibility of them in advance: (a) any loss of business or business opportunity, loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of anticipated savings, loss of, damage to, or corruption of, data, economic loss, loss of goodwill, whether such losses are direct, indirect or consequential; or (b) any indirect, special, exemplary, punitive or consequential loss or damage.
- 13.6 The Customer shall indemnify FoodJet and hold FoodJet harmless against claims by third parties, who claim to have been harmed by or in connection with the Product supplied by FoodJet for the Customer, and against the cost of legal proceedings relating to any claim.
- 13.7 FoodJet is not liable for a breach of the Agreement if this is due to force majeure. This also applies in cases of force majeure at third parties engaged by FoodJet. Force majeure in these general terms is further explained in article 14.
- 13.8 FoodJet shall not be liable for any damage to property caused by the Product after delivery and whilst the Product is in the possession of the Customer. Nor shall FoodJet be liable for any damage to products manufactured by the Customer or to products of which the Customer's products form a part.
- 13.9 FoodJet expressly accepts no liability for damage resulting from, but not limited to:
 - a. damage or loss, for whatever reason, of parts, models, tools and other items made available by the Customer;
 - b. inadequate cooperation, materials and / or incorrect or incomplete information provided by the Customer;
 - c. conflicting third-party IP rights on the delivered Product and / or infringement of patents and / or industrial secrets;
 - d. legitimate exercise of retention, suspension and termination rights by FoodJet by law or these general terms or agreement.
- 13.10 The limitations and exclusions set out in the preceding paragraphs of this article apply only to the extent permitted by applicable mandatory law.

14. Force Majeure

- 14.1 Either party shall be entitled to suspend performance of its obligations under the Agreement if such performance is impeded or made unreasonably onerous due to force majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties and in addition to what has been determined on this matter in the law and case law, such as fire, war, extensive military mobilisation, insurrection, requisition, attachment, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.
- 14.2 A circumstance referred to in this clause, whether occurring prior to or after the formation of the Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.
- 14.3 Either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is suspended under this article for more than six months.
- 14.4 FoodJet expressly accepts no liability for damage resulting from an appeal to force majeure.

15. Suspension, cancellation and termination

- 15.1 If there are reasonable grounds to fear that the Customer is unable or unwilling to fulfil its contractual obligations to FoodJet, and in case of bankruptcy, receivership, closure, liquidation or transfer all or part of the business of the Customer, FoodJet is entitled to require adequate security of the Customer for all (whether or not due and payable) contractual obligations of the Customer, and pending such security, to suspend the execution of the agreement. In the absence of collateral within a reasonable period specified by FoodJet, FoodJet may terminate the Agreement in whole or in part. FoodJet has these rights in addition to its other rights under the law, the Agreement and these General Terms and Conditions. The Customer shall not be entitled to suspend the performance of his obligations.
- 15.2 If the Customer does not timely or not properly fulfil any obligation under the Agreement or arising from a related agreement, FoodJet is entitled to suspend the execution of the agreement and / or terminate the Agreement.
- 15.3 In case of suspension under paragraph 1 or 2 of this article, FoodJet shall be entitled to store spare parts, materials, components and other items purchased, reserved, processed and manufactured by him for the implementation of the agreement at the expense and risk of the Customer.
- 15.4 If the Customer fails to meet his obligations arising from the Agreement (and this failure justifies termination), then FoodJet is entitled to terminate the Agreement with immediate effect without any obligation to pay compensation or to indemnify Customer for any losses, whilst the Customer as a result of his default is liable to pay compensation and indemnifies FoodJet for all losses.
- 15.5 If the Customer terminates the agreement due to an attributable failure on the part of FoodJet to meet its obligations, the work already supplied by FoodJet and the associated payment obligations on the part of the Customer will not form part of the cancellation, unless the Customer contests that FoodJet is in default in respect of this work. Any amount FoodJet has invoiced prior to termination with respect to the work satisfactorily carried out or goods supplied by FoodJet, remains due, in compliance with the provision stated in the previous sentence, and becomes payable immediately at moment of the termination.
- 15.6 FoodJet shall not be deemed in breach unless FoodJet fails within a reasonable time to perform an obligation required to be performed by FoodJet. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Customer of a written notice specifying wherein such obligation has not been performed; provided, however, that if the nature of FoodJet's obligation is such that more than 30 days are reasonably required for its performance, then FoodJet shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion. Not meeting service levels does not constitute a failure that justifies termination of the Agreement. In case service levels are not met by FoodJet Customer can initiate the escalation process as stated in the SLA.

16. Retention of title

- 16.1 All moveable property supplied to the Customer by FoodJet in the context of the Agreement will remain the property of FoodJet until the Customer has fully met all obligations arising from the Agreement or legal relationship with FoodJet.
- 16.2 The Customer must always do all that may be reasonably expected of him to secure the goods delivered under retention of title of FoodJet.
- 16.3 Customer will insure and keep insured the goods delivered under retention of title.

17. Disputes and applicable Law

- 17.1 All disputes arising from an agreement to which these General Terms and Conditions fully or partially apply, or further agreements arising therefrom, shall be settled by the competent Dutch court. If the law does not provide for jurisdiction of a Dutch court, the court of the district of FoodJet shall have

jurisdiction.

- 17.2 Dutch Law is applicable to all agreements, offers and legal relationships to which these conditions fully or partially apply.
- 17.3 The applicability of the CISG is excluded.