

## Supplemental Terms and Conditions for Audit Services

These Supplemental Terms and Conditions for Audit Services (the “**Audit Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services (the “**General T&Cs**”) and apply to all contracts for the performance of food safety and quality audits by MXNS (the “**Audit Services**”). These Audit Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Audit Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

not prohibit Customer from hiring any individual who applies for a position in response to a general advertisement for employment or hire.

### **1. Cancellation or Postponement**

If Customer wishes to postpone or cancel the Audit Services, Customer must notify MXNS in writing. If MXNS receives Customer’s notice 10 business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 50% of the Service fee. In addition to the postponement/cancellation fee, MXNS will charge Customer any travel expenses already incurred.

### **2. Service Reports**

2.1. Service Reports are the result of a statement by MXNS expressing MXNS’ opinion for the only items defined in the audit program agreed between the parties.

2.2. If Customer has designated in the Service Order a third party entitled to receive copies of MXNS’ Service Reports or Results (each, a “**Third Party**”), Customer agrees and understands that receipt of any report by Third Party is not contingent on the content of the report or any consideration by Customer of good or poor performance, and that such report shall be sent to Third Party at the same time it is sent to Customer.

### **3. Pricing and Invoicing.**

3.1. If any fees are required under the Service Order to be paid prior to the commencement of the Audit Services, then at completion of the Audit Services by MXNS, any such advance payment by Customer will be credited against the last invoice.

3.2. Additional activities (e.g. follow-up to close out of major CARs, etc.) are billed at hourly rates set forth in the Service Order or are billed as otherwise agreed.

3.3. Quoted fees exclude travel fares & accommodation and will be charged at cost or as otherwise specified in the “Travel Fees” guidelines set forth in the Service Order.

### **4. Acknowledgments and Notifications**

Customer acknowledges that MXNS utilizes the services of employed as well as contract auditors to deliver audit services.

### **5. Customer Consents**

5.1. During the term of the Contract and for a period of one (1) year thereafter, Customer will not solicit, for the purposes of employment or retention as an independent contractor, any of MXNS’s employees or contractors involved in providing the Audit Services. The foregoing will