

General Conditions of Sale and Delivery of Dutch Pet Products B.V.

A. Applicability

1. These general conditions apply to the conclusion of all agreements between Dutch Pet Products B.V. and the buyer, which have arisen pursuant to agreement of law.
2. Varying of supplementary conditions, including the general conditions of the buyer, shall only apply if and insofar as these aforementioned conditions have been expressly accepted by Dutch Pet Products B.V. in writing.

B. Offer and Acceptance

1. All quotations are made free of any obligation, unless the aforementioned quotations included a set term for acceptance. Dutch Pet Products B.V. is entitled to revoke an accepted offer, without being required to give reasons, within 2 working days of receipt of the acceptance.
2. Agreements are concluded by means of written confirmation by Dutch Pet Products B.V. or delivery of the goods.

C. Prices

1. The prices given apply in respect of delivery ex works of Dutch Pet Products B.V., excluding sales tax. Dutch Pet Products B.V. shall not be bound by the contents of folder material and printed matter, unless the aforementioned are expressly referred to in the agreement.
2. Agreed prices are based on the cost price factors, exchange rates, salaries, taxes etc., known at the time of the offer. In the event of increases in one or more of these factors, Dutch Pet Products B.V. may accordingly adjust the agreed price, or at any rate if a few things were unforeseeable at the time of the conclusion of the agreement and the price increase reasonable.
3. In the event of exceptional price increases, the buyer may terminate the agreement provided this is done no later than the second working day after written notice from the seller concerning the aforementioned price increases.

D. Delivery

1. The delivery of the goods by Dutch Pet Products B.V. to the buyer shall be deemed to have been made upon the loading of the goods onto another vehicle at the place where Dutch Pet Products B.V. offers the sold goods for loading onto another vehicle, irrespective of which person or company provides the means of transport onto which the goods shall be loaded or bears the costs of the transport.
2. Dutch Pet Products B.V. may at all times deliver a divisible order in two or more parts and may immediately charge for these parts.
3. Sold goods shall be at the risk of the buyer as from the time the agreement is concluded or the moment the product is ready, if that should occur at a later time.

4. If parties have expressly agreed in advance that delivery shall be made at the company of the buyer, then the latter shall be responsible and shall guarantee Dutch Pet Products B.V. that all depots, into which or where Dutch Pet Products B.V. must unload the goods to be delivered, can be reached unobstructed and free of risks
5. Dutch Pet Products B.V. may store the goods at the risk and expense of the buyer, if the latter fails to receive the products, even in the event the buyer is unable to receive the goods due to force majeure, all this without prejudice to the right of Dutch Pet Products B.V. to claim the purchase price and/or full damages.
6. Goods which have been delivered will not be taken back, unless expressly permitted by Dutch Pet Products B.V. In the event Dutch Pet Products B.V. permits the buyer to return any good, the aforementioned good shall always be transported at the risk of the buyer, and the loading, transport, storage and all further costs arising thereof shall be borne by the buyer.

E. Delivery Time

1. Delivery times given shall never be deemed to be deadline, unless otherwise expressly agreed. Therefore, in the event of non-timely delivery. Dutch Pet Products B.V. must be notified of its default by means of written notice, whereby Dutch Pet Products B.V. must be given a reasonable term within which it can as yet comply with its obligations.
2. If the delivery time is exceeded, due to circumstances as mentioned below in section K, then the delivery times given shall be automatically extended for the duration of the delay.
3. If, after the conclusion of an agreement, Dutch Pet Products B.V. in good faith shall believe that the buyer's solvency is inadequate, or that its payments shall not be made or shall not be made within the applicable term of payment, it may, irrespective of the agreed conditions of payment, require the buyer to make immediate payment or provide security for amounts due, while suspending its obligation to deliver.

F. Reservation of Rights of Ownership

1. The title to the goods delivered shall be transferred to the buyer upon full payment of all amounts due to be paid to Dutch Pet Products B.V. in respect of deliveries and/or services, including interest and costs.
2. Should the occasion arise, Dutch Pet Products B.V. shall be authorised to have unhindered access to the product. The buyer shall provide Dutch Pet Products B.V. with all assistance in order to give Dutch Pet Products B.V. the opportunity to exercise its reservation of right of ownership by taking back the goods delivered.
3. The buyer may only resell the goods delivered by Dutch Pet Products B.V., which are subject to the reservation of right of ownership, in the normal exercise of its business, in which case the buyer shall be obliged in turn to deliver these goods subject to the reservation of right and ownership.
4. The buyer undertakes not to pledge goods subject to the reservation of the right of the ownership, not to charge or to have charged any right thereon.

G. Liability

1. Dutch Pet Products B.V. excludes, unless in the event of malicious intent or gross negligence on its part or on the part of its management staff, liability for a fault in a delivered good, which is a result of any fault in a raw material delivered to it by a third party, or due to an finished product or semi-manufactured product delivered to it by a third party.
2. In the event Dutch Pet Products B.V. shall be liable for any fault, which has arisen during the production process or in relation thereto, or from any other act which Dutch Pet Products B.V. has carried out or which can be attributed to it, without the circumstance mentioned in sub-section 1 occurring, this liability shall be limited to the amount of payment made by the insurance company, if and insofar as this liability is covered by its insurance policy, if the insurance company does not make any payment or the damage shall not be covered by the insurance policy, liability is limited to the net invoice amount of the delivery concerned or service carried out, however in any case up to a maximum amount of € 50.000.
3. The liability of Dutch Pet Products B.V. in respect if damage, resulting from the actions, the faults or negligence of persons, who are not employed by Dutch Pet Products B.V. but whose services it uses, shall be limited according to the provision lay down in sub-section 2.
4. If a person as referred to in sub-section 3 is held liable for damage, which he has caused in the execution of a task on behalf of Dutch Pet Products B.V., he shall be entitled to invoke every limitation or exclusion of liability stipulated by Dutch Pet Products B.V. in relation to the other party.
5. Every claim for damages, pursuant to the liability of Dutch Pet Products B.V. in respect of the provision laid down in section G1 up to and including section G4, shall become prescribed by lapse of one year as from the moment the liability has arisen.
6. In no event shall Dutch Pet Products B.V. be held liable for consequential damage incurred by the buyer.

H. Claim

1. Upon delivery the buyer must immediately inspect or have inspected the good it has bought in respect of quantity, weight, sort, composition, soundness and other qualities, and must inform Dutch Pet Products B.V. of any disparities within 8 days accompanied at the same time by written confirmation.
2. Assessment as to whether the good meets that which has been agreed must be made according to its condition at the time of delivery.
3. Goods, for which the buyer has claimed, shall be stored by the aforesaid buyer unused, unmixed and unprocessed in a suitable place for the period of 14 days. Dutch Pet Products B.V. shall have access to these goods at all times.
4. If the buyer has not claimed within 8 days, has not confirmed the claim in writing or complied with the provision laid down in sub-section 3, the buyer shall be deemed to have accepted the delivered good as satisfactory in all respects.

5. Sampling, if any, shall be carried out by a certified sampler as the option of Dutch Pet Products B.V.; the sealed samples, taken on behalf of both parties, shall provide between parties irrefutable proof of the composition, quality and condition of the products during the sampling.
6. The examination of samples shall be assigned to the “Centraal Instituut voor Voedingsonderzoek” (Central Food Research Institute) in Zeist.
7. Costs of sampling and examination shall be borne by the party which has ordered the sampling.

I. Termination

1. Termination of the agreement, in whole or part, shall be made by means of a written declaration from the party entitled thereto. Before the buyer addresses a written declaration of termination to Dutch Pet Products B.V., it shall at all times firstly send Dutch Pet Products B.V. written notice of its default, and allow the aforesaid a reasonable term to as yet comply with its obligations or to repair its failures, which failures the buyer must precisely state in writing.
2. If and as soon as the buyer has refused without good reason to receive the goods sold, the agreement shall be deemed to be terminated, without prejudice to the right of Dutch Pet Products B.V. to claim damages.

J. Damages

1. Without prejudice to the right to claim damages by virtue of failure to comply therewith, the buyer shall be obliged to compensate Dutch Pet Products B.V. for all supplementary damage which it has incurred due to the failure of the buyer to comply.
2. The damage referred to in sub-section 1 shall include in any case:
 - interest on the unpaid part of claims, amounting to the current discount
 - rate for promissory notes to the Nederlandsche Bank N.V., as from the day the buyer is deemed to be in default up to the day of full payment, to be increased by the current extra interest charged by the banks, as well as by 3% on an annual basis
 - all costs of recovery, including the costs of returned bills, receipts, protest charges, as well as the necessary extrajudicial and judicial costs, including the costs of legal assistance, which Dutch Pet Products B.V. considers reasonable.

K. Attribution of Failures

1. The failures, through which Dutch Pet Products B.V. is unable to comply with its obligations, however which cannot be attributed to it and which cannot lead to the payment of damages to the buyer, except in the case of unjustified enrichment, include:
 - a. any failure as an inevitable result of natural disasters, war, war threat or war conditions, riot and serious commotion;

b. a failure as a result of:

- stagnation in the supply of raw materials or semi-manufactured products, or in the supply of finished products due to unforeseeable circumstances;
- illness of persons to such an extent that satisfactory and/or timely compliance is in all reasonableness impossible;
- strike, work stoppage, work disruption or similar actions in or targeted against the company of Dutch Pet Products B.V., its suppliers, or of third parties whose services Dutch Pet Products B.V. uses;
- damage to production means due to fire, storm or acts of God; - any measures on the part of a national or international authority.

L. Payment

1. Goods delivered by Dutch Pet Products B.V. to the buyer shall be paid by the buyer within a period of 8 days, to commence from the day of invoice concerned is sent to it by Dutch Pet Products B.V., unless expressly stated otherwise in the invoice.
2. After expiry of the period of time stated in sub-section 1, the buyer shall be in default without notice of default being required, and as from this period of time shall be due to pay statutory interest on the outstanding invoice amount.
3. Furthermore the buyer shall be due to pay Dutch Pet Products B.V. extrajudicial costs, in the event Dutch Pet Products B.V. has secured the help of a third party to collect the claim. These costs shall be calculated in accordance with the collection rate recommended in debt-collection cases by the “Nederlandse Orde van Advocaten” (Dutch Bar)
4. Any payment by the buyer, irrespective of the size of the amount or indications on the part of the buyer, shall always be deemed to have been made in the first instance as payment for the interest and collection costs which have fallen due at any time, and consequently for the longest outstanding claim of Dutch Pet Products B.V., unless Dutch Pet Products B.V. expressly declares otherwise in writing.
5. All costs, commissions, taxes and other expenses, under any title whatsoever, which are due in respect of the payment of goods, in whatever manner made, or of the transfer of money to that end shall be borne by the buyer,

M. Applicable Law and Disputes

1. All agreements entered into by Dutch Pet Products B.V., the conclusion, execution and interpretation thereof, as well as the acts which it shall carry out, shall be exclusively governed by Netherlands Law.
2. All disputes arising from or relating to the agreements and acts referred to in subsection 1, even if only one of the parties considers these disputes to be such, shall be submitted to the jurisdiction of the competent Netherlands court.