

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

Article 1 – Applicability and definitions

1. In these General Terms and Conditions, the following terms are defined as stated below:
MAP: Modified Atmosphere Packing or packaging under a protective atmosphere is a packaging technology that uses a mixture of gases inside a package to extend the shelf life and prevent the development of flying and crawling pests.
Dutch Pet Products: the private limited company Dutch Pet Products BV, its legal successor(s) and/or the legal entities designated by Dutch Pet Products.
Client(s): any natural person or legal entity who grants an assignment to Dutch Pet Products or to whom Dutch Pet Products makes an offer or quotation, with whom Dutch Pet Products negotiates an Agreement or concludes an Agreement.
Assignment: the delivery of goods and/or services and/or performance of work commissioned by the Client on the basis of the Agreement.
Agreement: the agreement that is concluded following acceptance of the Assignment, including any amendments or additions to the agreement.
2. These general terms and conditions apply to all (legal) transactions, such as offers, quotations, order confirmations, sales, deliveries of goods, performance of services by Dutch Pet Products, as well as to all agreements to which Dutch Pet Products is a party and the resulting agreements.
3. Dutch Pet Products expressly excludes the applicability of any general terms and conditions used by the Client, under whatever name.
4. Should any provision in these general terms and conditions become invalid or annulled, the remainder of the provisions will remain in force to the extent possible and the invalid provision will be replaced in consultation between Dutch Pet Products and the Client by a provision which reflects the intent and scope of the original provision as closely as possible.
5. In the event of any conflict or incompatibility between these general terms and conditions and the terms stated in the Agreement and to which these general terms and conditions apply, the terms stated in the Agreement will prevail.
6. Any provisions that deviate from these general terms and conditions only apply if and insofar as they have been confirmed in writing by Dutch Pet Products.
7. Dutch Pet Products reserves the right to amend these general terms and conditions. The amended general terms and conditions will apply to the Agreement between Dutch Pet Products and the Client fourteen (14) days after the expiry of the day on which Dutch Pet

Products provided or made the amended general terms and conditions available to the Client.

Article 2 – Offers and quotations

1. Dutch Pet Products will provide a quotation after a request from the Client for an offer or quotation. The request for a quotation from the Client does not bind Dutch Pet Products and only represents an invitation to make an offer or quotation.
2. All offers and/or quotations from Dutch Pet Products are always without obligation, unless expressly stated otherwise in the offer and/or quotation. If an offer or quotation is accepted by the Client, Dutch Pet Products has the right to revoke the offer or quotation in writing within five (5) working days after receipt of the acceptance.

Article 3 — Agreement

1. The Agreement between Dutch Pet Products and the Client is concluded by written confirmation by Dutch Pet Products after receipt of acceptance of the offer or quotation by the Client, or at such time that Dutch Pet Products has started the performance of the Agreement.
2. All additions, amendments and further agreements to the Agreement only apply if they have been agreed in writing or confirmed in writing by Dutch Pet Products.
3. All samples, including specimens, moulds, materials and raw materials, images, drawings, colour specifications, patterns, sizes, ingredients and test samples, which have been provided or shown to the Client prior to or on the conclusion of the Agreement, are only indicative, without the offer having to comply with them.
4. Dutch Pet Products B.V. is not bound by the contents of brochures, catalogues, other printed matter or the website etc, whether or not in digital format, unless the aforementioned are expressly agreed or referred to in the Agreement. In the latter case, Dutch Pet Products is not bound by any printing and/or typesetting errors.

Article 4 – Amendments to the Assignment

1. Amendments of any kind in the original order, confirmed in writing or verbally by or on behalf of the Client, resulting in higher costs than could have been accounted for at the time of the quotation and/or at the time of the order confirmation will be charged to the Client.

2. Dutch Pet Products must be notified in writing and in good time of any amendments to the performance of the Assignment requested by the Client after the Assignment has been confirmed. Amendments are only binding to Dutch Pet Products after they have been confirmed in writing by Dutch Pet Products in accordance with Article 3.2.
3. Any amendments and/or additions made may result in the agreed delivery time or completion of the work being exceeded by Dutch Pet Products, which will be accepted by the Client.

Article 5 – Cooperation by the Client

1. The Client must always provide all reasonable cooperation in good time for the proper performance of the Assignment and provide useful and necessary data and information at the request of Dutch Pet Products or on its own initiative.
2. The Client guarantees that it will share - even unsolicited - all data and information that it is aware of or can reasonably suspect to be important for the performance of the Assignment with Dutch Pet Products. The Client guarantees the accuracy and completeness of the data and information shared with Dutch Pet Products by or on behalf of the Client, even if the data and information originate from third parties.
3. If the performance of the Assignment is delayed because the Client fails to comply with its obligations referred to in paragraphs 1 and/or 2 of this article, Dutch Pet Products is entitled to suspend the performance of the Assignment and/or to charge the Client for the additional costs resulting from the delay in accordance with the agreed prices and, in the absence thereof, the usual prices of Dutch Pet Products.

Article 6 – Delivery of goods

1. Delivery is in principle in accordance with the ICC Incoterms® 2020 Ex Works (EXW) rule, unless expressly agreed otherwise in writing. From the moment of delivery, the goods are at the expense and risk of Client.
2. If a method of delivery has been agreed whereby Dutch Pet Products must organise the transport of the goods, Dutch Pet Products is entitled, at its discretion, to deliver in a manner that deviates from the agreed method of delivery if normal water, road, rail or air transport is impossible or difficult due to external circumstances. Any additional costs in the event of a deviating method of delivery will be charged to the Client.
3. The delivery terms and times agreed between Dutch Pet Products and the Client are approximate and are not strict deadlines. Dutch Pet Products reserves the right to deliver

in parts and is entitled to a reasonable grace period of at least one (1) month from the agreed delivery time.

4. The fact that the delivery terms and/or times have been exceeded, for whatever reason, does not entitle the Client to dissolve the Agreement or to non-compliance with the Agreement, nor to claim damages or the right to suspension, unless the exceeding is attributable to Dutch Pet Products and after expiry of the reasonable one (1) month grace period determined pursuant to paragraph 3 of this article, followed by a notice of default sent by registered letter or by bailiff's writ whereby Dutch Pet Products is granted a reasonable term to perform the delivery obligation.
5. The delivery period will be extended by the time that the performance of the delivery obligation is delayed or made more difficult by circumstances (s) not attributable to Dutch Pet Products, as well as if and for as long as the Client has failed to provide Dutch Pet Products with correct, or no, shipping instructions.
6. The Client is obliged to take delivery of the goods delivered by Dutch Pet Products in full within the agreed term and at the time when Dutch Pet Products offers these goods, failing which Dutch Pet Products is free to dispose of the goods at its own discretion, without prejudice to the price owed by the Client.

Article 7 – Performance and processing of materials and raw materials

1. Dutch Pet Products determines the manner in which the Assignment is performed.
2. Dutch Pet Products will make every effort to perform the Assignment with care, if necessary in accordance with the agreements recorded in writing with the Client in the Agreement.
3. If the Client provides dimensions, recipes, ingredients, materials, raw materials or other information and/or goods for the performance of the Assignment, any inaccuracies in this information that become apparent during the performance of the Assignment are for the risk of the Client.
4. If materials and/or raw materials or other items are provided by or on behalf of the Client to Dutch Pet Products for processing into new items by Dutch Pet Products, up to ten (10) percent of these materials will be regarded as waste that is lost during processing without Dutch Pet Products being obliged to reimburse or credit the processing price charged by it to the Client.
5. Dutch Pet Products is entitled to outsource the activities referred to in this article to third parties.

Article 8 – Inspection and complaints

1. The Client is obliged to inspect the goods on delivery for visible defects, as well as to inspect them for size, shade, type, composition, weight, type and quantity, insofar as applicable. If Dutch Pet Products has not received a written notice of rejection from the Client within eight (8) days after the Client has received the goods, the delivery of the goods is deemed to have been approved by the Client and the Client is deemed to have accepted the delivered goods as satisfactory in all respects, so that the right of the Client to invoke defects in the relevant goods will at that time irrevocably lapse.
2. The Client is obliged to immediately inspect the goods on delivery to verify whether the goods delivered by Dutch Pet Products comply with the Agreement. This inspection must in any case include verifying the correct quantities, weights and types (also based on the delivery notes) and the condition of the goods.
3. Dutch Pet Products must be notified of any complaints directly and in writing at kwaliteit@dutchpet.nl, stating the exact nature and extent of the complaints. Submitting a complaint does not suspend the Client's payment obligation.
4. Complaints regarding externally visible defects in the goods and any deficiencies must be submitted in writing no later than eight (8) days after the delivery has been completed, under penalty of forfeiture of any claim of the Client against Dutch Pet Products.
5. Complaints regarding defects that are not externally visible must be submitted in writing no later than five (5) days after they have been discovered, or reasonably could have been discovered, but in any case no later than three (3) months after completion of the delivery, under penalty of forfeiture of any claim by the Client against Dutch Pet Products.
6. The Client can only object with legal validity in writing to (the amount stated on) the invoice within the payment term stated on that invoice.
7. Dutch Pet Products is not obliged to handle complaints regarding the delivered goods and/or the invoice that it is notified of outside the period(s) stated in this article. Dutch Pet Products is not obliged to handle complaints about delivered goods if the Client has adapted or processed the goods and any defects were subsequently revealed.
8. Minor deviations in quality, dimensions, colours, quantities that fall within the customary tolerances in the industry or that are technically unavoidable, do not entitle to the Client to submit a claim.
9. Dutch Pet Products must always be granted the opportunity to inspect and test the delivered goods that the Client has submitted a complaint about, in order to determine whether they comply with the agreed conditions. Inspection and testing will be performed at its expense by the Client or by an independent testing institute designated by Dutch Pet Products. Dutch Pet Products will provide the Client, at its written request,

with a certified copy of its inspection and test reports and/or the inspection and test reports of the independent testing institute designated by Dutch Pet Products.

10. If the Client disputes the results of the inspection or the test for Dutch Pet Products or the independent testing institute designated by Dutch Pet Products, the Client is authorised to perform a counter-expertise or have a counter-expertise performed on its behalf. If the event of a failure to reach agreement between the parties based on the reports of these inspections and tests, a dispute is considered to exist, to which Article 16 paragraph 2 of these general terms and conditions applies.
11. If and insofar as, in the opinion of Dutch Pet Products, a justified complaint has been submitted regarding the goods and/or the invoices, Dutch Pet Products will, at its discretion, (1) replace the goods free of charge or (2) refund the price of the goods in whole or in part to the Client.
12. Dutch Pet Products is not obliged to accept returned goods for credit. However, if Dutch Pet Products is willing, Dutch Pet Products will credit at most the invoice price originally paid or the current day price if it is lower.

Article 9 — Prices

1. The prices quoted by Dutch Pet Products in its offers and quotations are free of obligation. No separate rights can be derived from this, without taking the entire offer and/or quotation into account.
2. All prices are based on the ICC Incoterms® 2020 Ex Works (EXW) rule and exclude turnover tax, unless expressly agreed otherwise in writing.
3. The prices quoted by Dutch Pet Products are based on the prices applicable on the day of the offer or quotation.
4. If, during the period between the date of the offer or quotation and the date of conclusion of the Agreement or between the date of conclusion of the Agreement and the date of delivery, there are any changes to the amount of turnover tax, wages, levies, contributions of any kind, imposed by the authorities, or otherwise an increase in one or more cost price factors (including but not limited to price increases of suppliers and changes to the exchange rate), even if these changes occur due to circumstances that could already be foreseen at the time of the offer or quotation or conclusion of the Agreement, Dutch Pet Products is entitled to change the agreed price with due observance of any existing legal regulations if and insofar as these changes increase its costs.
5. If, during the period between the date of the offer or quotation and the date of conclusion of the Agreement or between the date of conclusion of the Agreement and the date of

delivery, there is an extraordinary increase in the prices of wages or materials, Dutch Pet Products is entitled to change the agreed price, even if this is due to circumstances that could already be foreseen at the time of the offer or quotation or conclusion of the Agreement. An extraordinary increase in prices is said to exist in any case if the price of the raw materials required to perform the Assignment increases by more than ten (10) percent within one calendar month.

6. If the authority described in paragraph 4 or 5 of this article is exercised and Dutch Pet Products wishes to increase the agreed price within three (3) months after the conclusion of the Agreement, the Client is entitled to dissolve the Agreement insofar as it has not been performed with due observance of the existing statutory provisions and against reimbursement of the costs incurred by Dutch Pet Products in connection with the Agreement that has been concluded, while Dutch Pet Products is not obliged in any way to pay any compensation for damages to the Client.
7. All prices are always stated in euro (€), excluding turnover tax and excluding packaging, unless stated otherwise in the offer or quotation or agreed in writing.

Article 10 – Payment

1. Unless agreed otherwise in writing, the Client must pay Dutch Pet Products 's invoices within fourteen (14) days of the invoice date, without settlement or suspension being permitted, in the manner indicated by Dutch Pet Products and in the currency stated on the invoice.
2. Dutch Pet Products is entitled at all times to demand advance payment or immediate cash payment or to demand security in a form to be approved by Dutch Pet Products, in which case the Client is obliged to comply with this request.
3. If Dutch Pet Products has agreed with the Client that Dutch Pet Products may apply direct debit, the Client is not permitted to reverse the payment of the sum automatically collected by Dutch Pet Products for the deliveries to the Client by Dutch Pet Products without the prior written consent of Dutch Pet Products.
4. The payment term stated in paragraph 1 of this article or otherwise agreed in writing between the parties is a strict deadline. After the expiry of the agreed payment term, the invoice amount is immediately due and payable. The Client is then in default by operation of law, without a prior notice of default being required. In that case, all claims of Dutch Pet Products against the Client for any reason whatsoever become immediately due and payable and the claim of Dutch Pet Products is automatically increased by late payment interest amounting to 1.5% per month (or part thereof) on the total amount of the claim. If the statutory commercial interest rate over a certain period is higher than the percentage stated above, Dutch Pet Products is entitled to charge the statutory commercial interest rate.

5. All claims of Dutch Pet Products against the Client also become immediately due and payable if:
 - a. the Client does not provide an advance payment or security following a request from Dutch Pet Products as referred to in paragraph 3 of this article;
 - b. any part of the assets of the Client is seized or an equivalent legal concept is used in the country of the Client;
 - c. bankruptcy or suspension of payments or a debt rescheduling scheme has been applied for or pronounced for the Client or an equivalent legal concept is used in the country of the Client;
 - d. any provision of the Dutch Act on Court Confirmation of Extrajudicial Restructuring Plans (*Wet Homologatie Onderhands Akkoord*) is declared applicable or a provision of an equivalent legal concept is used in the country of the Client;
 - d. the Client sells or terminates all or part of its business/enterprise or an equivalent legal concept is used in the country of the Client;
 - e. the Client moves the place of its establishment or domicile abroad or the direct or indirect authority in the organisation of Client is changed;If one of the circumstances stated in this paragraph occurs, the Client is obliged to immediately notify Dutch Pet Products in writing.
6. All judicial and extrajudicial costs incurred in connection with the collection by Dutch Pet Products of any claim against the Client will be charged to the Client. The extrajudicial collection costs will be calculated in accordance with the Dutch *Voorwerk II* report, or in the absence thereof, in accordance with the customary rates established for this purpose by the authorities.
7. Each payment by the Client is deemed to be a payment of the oldest outstanding invoice, regardless of whether or not the payment made by the Client expressly states otherwise. The (partial) payments made by the Client are firstly intended to reduce all costs incurred, secondly intended to reduce the interest due and then intended to reduce the principal sum.

Article 11 – Suspension, settlement, cancellation and dissolution

1. If the Client fails to fulfil one or more of its obligations, fails to fulfil them properly or fails to fulfil them on time, Dutch Pet Products is entitled to suspend all or some of its obligations towards the Client, under whatever name and on whatever grounds, until the Client has fulfilled its obligations in full.
2. Dutch Pet Products is entitled to settle a claim on the Client, regardless of whether it is due and payable or not, against a debt to the Client or a debt to one or more (legal) persons affiliated with the Client.

3. Dutch Pet Products is entitled to settle any debt(s) it may owe to the Client against claims of (legal) persons affiliated with Dutch Pet Products against the Client.
4. Affiliated (legal) persons as referred to in this article are understood to mean the (legal) persons who belong to the same group, within the meaning of Article 2:24b of the Dutch Civil Code, and a participation within the meaning of Article 2:24c of the Dutch Civil Code.
5. The Agreement and any agreements resulting from it may be dissolved in writing by Dutch Pet Products with immediate effect, without prior notice of default or judicial intervention being required and without Dutch Pet Products being obliged to pay any compensation for any damage whatsoever, in the following cases:
 - a. the Client does not provide an advance payment or security following a written request from Dutch Pet Products as referred to in paragraph 3 of this article;
 - b. any part of the assets of the Client is seized or an equivalent legal concept is used in the country of the Client;
 - c. bankruptcy or suspension of payments or a debt rescheduling scheme has been applied for or pronounced for the Client or an equivalent legal concept is used in the country of the Client;
 - d. any provision of the Dutch Act on the Homologation of Private Agreements (*Wet Homologatie Onderhands Akkoord*) is declared applicable or a provision of an equivalent legal concept is used in the country of the Client;
 - e. the Client sells or terminates all or part of its business/enterprise or an equivalent legal concept is used in the country of the Client;
 - f. the Client moves the place of its establishment or domicile abroad or the direct or indirect authority in the organisation of Client is changed.
3. If one of the circumstances stated in paragraph 2 of this article occurs, the Client is obliged to immediately notify Dutch Pet Products in writing. Dutch Pet Products is also entitled to dissolve the Agreement and any resulting agreements with the Client in whole or in part if the agreement(s) that Dutch Pet Products has entered into with a supplier or contractor for the performance of the Assignment is dissolved for any reason or is not performed by Dutch Pet Products or its supplier or contractor for any other reasons. In this case, Dutch Pet Products is only obliged to reimburse or credit the price it has invoiced to the Client, if the Client returns the goods that have already been delivered.
4. In the event of strikes, fire, destruction of goods during transport, water damage, government measures, delays during shipping abroad, impediments to export or import and all cases of force majeure, if applicable, Dutch Pet Products is entitled either to extend the delivery time by the duration of the impediments, or to cancel the sale, insofar as it is affected by the impediments, or to conclude another agreement with the Client, at the

- discretion of Dutch Pet Products. If an impediment occurs, Dutch Pet Products will, on the written request of the Client, notify the Client of the applicable option within eight (8) days.
5. The Client is only entitled to cancel the Agreement with the written consent of Dutch Pet Products.
 6. If the Client cancels the Assignment and/or refuses to accept the goods to be delivered, the Client is obliged to accept and pay for the materials and raw materials already purchased by Dutch Pet Products, whether or not processed or adapted, at the cost price, including wages and social security contributions, and it is furthermore obliged to fully compensate Dutch Pet Products for the work already performed. In the event of cancellation within one (1) month before the planned performance, the Client will owe Dutch Pet Products 35% of the agreed total price including turnover tax as compensation. In other cases, the Client will owe Dutch Pet Products 15% of the agreed total price including turnover tax as compensation. The Client indemnifies Dutch Pet Products against claims from third parties as a result of the cancellation of the order and/or refusal of the goods.
 7. Without prejudice to the provisions of paragraph 6 of this article, Dutch Pet Products is entitled to claim full compensation if the damage it incurs is higher than the damage Dutch Pet Products is entitled to pursuant to paragraph 6 of this article.

Article 12 – Retention of title and lien

1. The ownership of all goods delivered and still to be delivered, with the exception of the goods stated in paragraph 3 of this article, lies with Dutch Pet Products and is only transferred to the Client after full settlement by the Client of all compensation to Dutch Pet Products for goods delivered or still to be delivered by Dutch Pet Products to the Client pursuant to the agreement or for work performed or still to be performed on behalf of the Client pursuant to an agreement, as well as for the failure to comply with such agreements. Dutch Pet Products is therefore entitled to reserve ownership of the goods it has delivered and is still to deliver until the following have been settled in full:
 - a. compensation(s) owed by the Client for all goods delivered or still to be delivered and/or work performed or still to be performed under the Agreement(s);
 - b. claims due to the failure of the Client to comply with such Agreement(s).
2. The Client is not permitted to invoke lien or an equivalent legal concept used in the country of the Client regarding the costs of storing goods made available to the Client and which are the property of Dutch Pet Products and to settle these costs against the performance due from the Client.

3. Regarding new goods that are manufactured exclusively for the Client through processing by Dutch Pet Products pursuant to the Agreement and exclusively from goods owned by the Client and that have been provided to Dutch Pet Products for processing by the Client, Dutch Pet Products is entitled to lien, if and insofar as and for as long as the Client has not settled the processing price.
4. In the context of processing goods that are the property of the Client and that have been provided to Dutch Pet Products for processing by the Client, Dutch Pet Products is entitled to discard of up to ten (10) percent of these goods it has been provided with. Dutch Pet Products does not owe any compensation to the Client regarding these discarded items in the aforementioned sense.
5. Regarding any goods that are the property of Dutch Pet Products pursuant to the provisions of paragraph 1 of this article, the Client may only use them in the context of its normal business operations.
6. Goods that have been provided to the Client and that are the property of Dutch Pet Products must be properly insured by the Client and must be clearly and unequivocally labelled to indicate that they are the property of Dutch Pet Products. If necessary, Client must take the measures required to such effect.
7. If the Client is negligent regarding the performance as referred to in paragraph 1 of this article or otherwise fails to comply with its obligations under these general terms and conditions or under the Agreement, or if there is a legitimate fear at Dutch Pet Products that the Client will not comply with these obligations, Dutch Pet Products is entitled, without prior notice of default, to retrieve, or have retrieved, the goods it owns from the place they are located at that time, at the expense of the Client. The Client hereby grants Dutch Pet Products irrevocable authorisation to enter the premises used by or for the Client.
8. All goods in the possession of the Client that originate from Dutch Pet Products are always deemed to be the same as those stated on unpaid invoices, insofar as at least the quantity of goods regarding type and composition in the possession of the Client does not exceed the quantities stated on the unpaid invoices.
9. On the first request of Dutch Pet Products, the Client is obliged to cooperate in establishing a non-possessory lien on all goods delivered by Dutch Pet Products that have been transferred to the ownership of the Client and/or in establishing a lien on the claims placed, or that will be placed, on the Client by its customers due to the onward delivery of goods in the course of its regular business operations, or the Client will be at least obliged to provide another form of security to guarantee compliance with all other obligations Dutch Pet Products still has

to claim from the client, without prejudice to the Client's entitlement to resell and deliver these goods to its buyers in the course of its regular business operations.

10. If and as long as the delivered goods are subject to a non-possessory lien, or the ownership thereof is reserved by Dutch Pet Products, the Client is not permitted to dispose of these goods or to establish any limited right in rem or an equivalent legal concept used in the country of the Client, other than in the course of its regular business operations. In the aforementioned cases, the Client undertakes to use or store the goods it controls as a responsible caretaker.

Article 13 — Liability and indemnity

1. Dutch Pet Products cannot be held liable for any damage that may arise as a direct or indirect consequence of:
 - a. force majeure, as described in Article 15;
 - b. acts or negligence on the part of the Client, its subordinates, or other persons employed by or on behalf of the Client;
 - c. defects in the goods that are the property of the Client and provided to Dutch Pet Products for processing;
 - d. negligence on the part of the Client in the maintenance and storage of the goods delivered by Dutch Pet Products;
 - e. damage to the goods delivered by Dutch Pet Products caused by mechanical and chemical or external biological influences;
 - f. normal wear and tear of the goods delivered by Dutch Pet Products caused by daily use.
2. Dutch Pet Products can only be held liable for direct damage suffered by the Client as a result of an attributable shortcoming in the performance of the Agreement by Dutch Pet Products, as well as for the damage for which Dutch Pet Products is liable under the law, custom or generally accepted standards. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, the reasonable costs to rectify the defective performance of Dutch Pet Products to ensure compliance with the Agreement and the reasonable costs to prevent or limit the damage.
3. Dutch Pet Products cannot be held liable under any circumstances for indirect damage, including but not limited to: loss of profit, loss suffered, missed savings, damage caused by business interruption, aesthetic damage, reputational damage and all other consequential damage.
4. Compensation for direct damage caused by Dutch Pet Products is limited to the invoice amount for the relevant delivery or service from which the damage resulted, or is at least

involved with the Assignment, unless the liability insurance of Dutch Pet Products pays out a higher amount.

5. The limitations of liability stated in paragraphs 2 and 3 of this article do not apply if the damage can be attributed to intent or gross negligence on the part of Dutch Pet Products.
6. Insofar as these general terms and conditions do not expressly provide otherwise, any claim and authority of the Client for any reason whatsoever against Dutch Pet Products in relation to the performance of the Assignment will lapse, in any event one (1) year after the moment at which the Client became aware or could reasonably have become aware of the existence of this claim and authority.
7. The Client indemnifies Dutch Pet Products against all claims from third parties for compensation for damage or other claims that are directly or indirectly related to the performance of the Agreement and the cause of which is attributable to others than Dutch Pet Products I.
8. If Dutch Pet Products is held liable by third parties referred to in paragraph 7 of this article, the Client is obliged to assist Dutch Pet Products judicially and extrajudicially and to immediately do all that may be expected of it in that case.

Article 14 – Force majeure

1. Force majeure is said to exist if the performance of the Agreement is prevented in whole or in part, whether or not temporarily, by extraordinary and unexpected circumstances beyond the control of the parties and/or due to circumstances on the part of Dutch Pet Products, including but not limited to: war, riot, molestation, natural disaster, strike, blockade, disruptions in transport and other transport disruptions, fire, disruptions and accidents at the company of Dutch Pet Products or in the means of transport of Dutch Pet Products or in the means of transport of third parties, defects in machines and/or moulds, import and export restrictions, irrespective of their nature, excessive absenteeism due to illness, pandemics, measures imposed by the government, delivery delays or failure to deliver by suppliers and delays in the processing of products by third parties on behalf of Dutch Pet Products.
2. Force majeure releases Dutch Pet Products from its obligation to deliver or perform the Assignment, without the Client being able to assert any right to compensation of any kind or whatsoever.
3. In the event of force majeure, the mutual obligations of the Parties will be suspended until such circumstances have ceased to exist. In the event of temporary force majeure, Dutch Pet Products is entitled to extend the delivery term by the time that the force majeure situation continues. If the force majeure lasts longer than four (4) months, both parties will be entitled

to unilaterally dissolve the Agreement for the remaining part that has not been performed by means of a written statement, without being obliged to pay damages to the other party.

Article 15 – Limitation period

A legal claim of the Client must be lodged within eighteen (18) months after the legal claim has arisen and became known to the Client or could reasonably be known, without prejudice to the possibility of earlier lapse or limitation in accordance with the law.

Article 16 – Applicable law, language and jurisdiction

1. These general terms and conditions and all agreements, invoices and other documents to which these general terms and conditions apply are governed by Dutch law and are deemed to have been accepted or concluded in the Netherlands. The applicability of the United Nations Convention on the International Sale of Goods (Vienna Sales Convention 1980) is expressly excluded.
2. The Dutch court has exclusive jurisdiction to hear disputes that have arisen between the parties. Any disputes between Dutch Pet Products and the Client will be settled by the district court of Limburg, seat Roermond, without prejudice to the exclusive authority Dutch Pet Products to apply to the court in the district where the Client is domiciled or established, with due observance of the rules of absolute competence.
3. These general terms and conditions are available in Dutch, English, German and French. In the event of any differences in interpretation between these versions, the Dutch version is decisive and binding between the parties at all times.