

## General Terms and Conditions Diergezondheidswinkel BV

### Article 1. Applicability

- 1.1. These general terms and conditions apply to and form part of all orders, quotations, offers, agreements and commitments of any kind entered into by Diergezondheidswinkel, unless Diergezondheidswinkel has expressly deviated from these terms and conditions in writing.
- 1.2. The following definitions shall apply:  
*Diergezondheidswinkel*: the private company Diergezondheidswinkel BV, having its registered office in Meppel and its principal place of business in Rogat, also trading under the name Finecto, Heltie Animal, DGW Pharma and all brands falling thereunder.  
*Customer*: any legal person or natural person who enters into an agreement or wants to enter into an agreement with Diergezondheidswinkel or to whom Diergezondheidswinkel makes an offer or provides a delivery or service, as well as that party's legal successors.  
*Products*: the product delivered or to be delivered by Diergezondheidswinkel.  
*Agreement*: any agreement that is concluded between Diergezondheidswinkel and the customer, any amendment thereto or addition thereto, as well as all (legal) acts for the preparation and implementation of that agreement.
- 1.3. These conditions can only be deviated from in writing, provided that the management of Diergezondheidswinkel has signed them.
- 1.4. If the court rules one or more provisions not applicable or invalid for any reason whatsoever, then these conditions otherwise remain unaffected and the deviating conditions apply exclusively to the respective agreement with a view to the purpose for which they have been agreed.
- 1.5. General terms and conditions of the customer do not apply, unless these terms and conditions have been accepted by Diergezondheidswinkel in writing.

### Article 2. Offers and quotations

- 2.1. All offers of Diergezondheidswinkel, including information in any attached annexes, prices and other conditions, are without obligation and do not bind Diergezondheidswinkel.
- 2.2. If the offer has not yet been accepted by the customer, an offer made by Diergezondheidswinkel expires after a period of two weeks, unless otherwise agreed in writing. Diergezondheidswinkel has the right to extend the period of the offer by a period it shall determine.

### Article 3. Agreements

- 3.1. Agreements become binding only by written acceptance in a signed order confirmation by Diergezondheidswinkel or if Diergezondheidswinkel implements the agreement.
- 3.2. The time of conclusion of the agreement is the date of confirmation of the agreement by Diergezondheidswinkel or the time that Diergezondheidswinkel implements the agreement.
- 3.3. Any subsequent changes and additions to the agreement are only valid if Diergezondheidswinkel has confirmed them in writing or if Diergezondheidswinkel has implemented them.
- 3.4. Oral orders made by a customer are not binding unless after written confirmation by the customer and written acceptance thereof by Diergezondheidswinkel.
- 3.5. A compiled price statement does not oblige Diergezondheidswinkel to fulfil part of the agreement for a corresponding part of the quoted price.
- 3.6. The contents of leaflets, printed matter, website, etc. do not bind Diergezondheidswinkel, unless expressly referred to in the agreement.
- 3.7. Diergezondheidswinkel reserves the right, without giving reasons, not to accept or exclusively accept orders or agreements on the condition that the order is confirmed in writing by the customer in advance and/or the shipment is made with cash on delivery or after prepayment.

- 3.8. Agreements and arrangements, either agreed with third parties or agreed with employees of Diergezondheidswinkel, do not bind Diergezondheidswinkel, unless these have been expressly confirmed in writing by the management of Diergezondheidswinkel. In this respect, Diergezondheidswinkel reserves the right to dissolution for up to 14 days after the conclusion of the agreement.

#### Article 4. Implementation

- 4.1. Diergezondheidswinkel, or the person or persons engaged by it, will implement the agreement with care, in accordance with the procedures agreed with the customer and thereby protect the interests of the customer to the best of their knowledge.
- 4.2. Notifications regarding the expected performance of products to be delivered by Diergezondheidswinkel are without obligation and are only made by way of non-binding information.
- 4.3. Use of the products to be delivered by Diergezondheidswinkel is always and exclusively at one's own responsibility.
- 4.4. The customer will ensure the use of the products in accordance with the supplied specifications and instructions of Diergezondheidswinkel for the correct application.

#### Article 5. Prices

- 5.1. The prices quoted by Diergezondheidswinkel are based on circumstances applicable on the date of the offer, such as cost prices and/or purchase prices and/or dealer prices, exchange rates, freight rates, wages, salaries, government charges, social security charges, material prices and the like.
- 5.2. If, during a period between the date of the offer and the date of delivery, one or more of the circumstances referred to in paragraph 1 change, Diergezondheidswinkel is entitled to increase the price, unless any statutory provision opposes this. The previously quoted prices will expire immediately in that case.
- 5.3. All prices quoted by or on behalf of Diergezondheidswinkel are exclusive of the turnover tax due on them, unless otherwise indicated.
- 5.4. The costs of packaging, transport and delivery costs on site designated by the customer are outside the sales price, to be determined by Diergezondheidswinkel, and will be borne in whole or in part by the customer.
- 5.5. Without prejudice to what is stipulated in paragraph 2, Diergezondheidswinkel shall be entitled, if government measures are announced that result in a higher cost price for Diergezondheidswinkel and which cannot be regarded as normal commercial risk, to calculate corresponding surcharges on prices of current orders and/or purchases.

#### Article 6. Payment and security

- 6.1. Payment must be made without suspension or set-off, on the basis of daily invoicing.
- 6.2. The customer must pay the amounts owed to Diergezondheidswinkel within 14 days of the invoice date, to a bank account indicated by Diergezondheidswinkel in the manner reasonably indicated by Diergezondheidswinkel. Orders placed online are paid at the time of ordering.
- 6.3. If the customer does not pay within the period referred to in the previous paragraph, the customer, without prior notice of default, will be in default and owe Diergezondheidswinkel the immediately payable legal interest on the outstanding amount from the due date until the day of full payment.
- 6.4. From the moment referred to in paragraph 3 of this article, all extrajudicial costs - including collection costs - are also borne by the customer. The extrajudicial costs for business customers amount to 15% of the principal sum owed and if the actual costs are higher than the actual costs. The engagement of a third party by Diergezondheidswinkel creates the debt.
- 6.5. Payments made by the customer always serve to settle all interest and costs owed and subsequently to due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.

- 6.6 Diergezondheidswinkel reserves the right to demand the provision of security or otherwise to impose different payment conditions for the delivery of the products sold, such as advance payment of the agreed purchase price.
- 6.7 Without prejudice to the provisions of paragraph 6, when entering into or during the term of an agreement, Diergezondheidswinkel may require the customer to provide sufficient security to the satisfaction of Diergezondheidswinkel for the fulfilment of the obligations that will be borne by the customer under the agreement.
- 6.8 The failure or insufficient provision by the customer of the security required by Diergezondheidswinkel, as referred to in paragraph 7, gives Diergezondheidswinkel the right to waive the agreement, or to dissolve it, whether or not by extrajudicial declarations to the customer, without prejudice to the right to compensation.
- 6.9 Complaints against invoices must be submitted in writing to Diergezondheidswinkel within 8 days. Complaints do not in themselves give the customer the right to suspend all or part of his payment(s).

#### Article 7. Retention of title

- 7.1 All products supplied by Diergezondheidswinkel remain the property of Diergezondheidswinkel until the customer has fulfilled all obligations under the agreement, including interest and costs.
- 7.2 The customer is obliged to handle the delivered products responsibly until full payment has been made by the customer and the latter no longer has any further obligations towards Diergezondheidswinkel with regard to the delivered products. Only after the entire purchase price and any associated costs have been paid in full does the customer have the right to encumber, sell, rent, deliver or assign the products to third parties in any way.
- 7.3 The customer undertakes to declare to third parties who want to object to the delivered products, at the first request of Diergezondheidswinkel, that they are not authorised to object to the products.
- 7.4 The customer gives in advance unconditional and irrevocable permission to Diergezondheidswinkel or a third party to be designated by it to enter all those places where the property of Diergezondheidswinkel will then be located and to take those products there, in all cases where Diergezondheidswinkel wishes to exercise its property rights.
- 7.5 If third parties seize the products delivered under retention of title or if they wish to place a lien upon them or enforce such a lien, the customer is required to inform Diergezondheidswinkel of this as quickly as can be reasonably expected.
- 7.6 In the event of attachment, (provisional) suspension of payment or bankruptcy, the customer will immediately inform the bailiff, the administrator or the trustee of the (property) rights of Diergezondheidswinkel. The customer guarantees that a seizure of the products will be immediately lifted.

#### Article 8. Delivery and risk

- 8.1 Delivery of sold products takes place from the warehouse or company of Diergezondheidswinkel and from that moment on the risk passes to the customer, regardless of the actual place of delivery.
- 8.2 The customer is obliged to accept the purchased products at the moment they are delivered or at the moment they are made available to the customer in accordance with the agreement. If the customer refuses the purchase or is negligent in providing information or instructions, necessary for the delivery, the products will be stored at the expense and risk of the customer. In that case, the customer will owe all additional costs, including in any case the storage costs, to Diergezondheidswinkel.
- 8.3 If inspection by the customer has been agreed in respect of products sold by Diergezondheidswinkel and the customer has not made use of this invitation within fourteen days, the products sold will be deemed to have been approved and accepted by the customer after this period.
- 8.4 If, on the occasion of an inspection as referred to in paragraph 3, comments and/or observations are given by the customer with regard to the products sold, or if there are objections to the products sold, Diergezondheidswinkel will then have fourteen days to do so on and/or

to resolve or have resolved any remarks or objections, before the products sold can be definitively rejected or refused by the customer.

#### Article 9. Delivery deadlines

- 9.1 A delivery period specified by Diergezondheidswinkel is indicative and informative and is based on the conditions applicable to Diergezondheidswinkel at the time of the conclusion of the agreement and, insofar as depends on the performance of suppliers of Diergezondheidswinkel, on the data provided by those suppliers to Diergezondheidswinkel. Diergezondheidswinkel cannot be obliged to carry out the delivery within the delivery period, but it will be observed by Diergezondheidswinkel as much as possible.
- 9.2 If Diergezondheidswinkel requires data or devices to be provided by the customer for the fulfilment of the agreement, the delivery period will never commence earlier than the day on which all necessary data or devices are in the possession of Diergezondheidswinkel.
- 9.3 If the delivery period is exceeded, the customer is not entitled to any compensation. In that case, the customer is also not entitled to dissolve the agreement, unless the exceeding of the delivery period is such that the customer cannot reasonably be expected to maintain the relevant part of the agreement. In that case, the customer is entitled to dissolve the agreement insofar as this is strictly necessary and with due observance of the provisions of the previous paragraph and the provision regarding liability.
- 9.4 Diergezondheidswinkel BV always has the right to make partial deliveries.

#### Article 10. Transport

- 10.1 The transport of the sold products always takes place ex warehouse or premises of Diergezondheidswinkel, unless expressly agreed otherwise in writing.
- 10.2 All costs of transport shall be borne by the customer.
- 10.3 All risks of any kind, with regard to the transport of products sold, are entirely at the expense and risk of the customer, so that Diergezondheidswinkel is therefore in no way obliged to compensate the customer for any damage to the products sold during transport.

#### Article 11. Intellectual property

- 11.1 Diergezondheidswinkel reserves the intellectual property rights and powers that accrue to it under the law, including copyrights, trademark rights and trade name rights.
- 11.2 The customer is aware that the products and/or other materials referred to in paragraph 1 may contain confidential information, unique product compositions and trade secrets of Diergezondheidswinkel or its suppliers and the customer undertakes then to keep this information confidential and not to disclose it or allow its use by any third party.
- 11.3 The customer is not permitted to remove, alter or modify any brand recognition marks or any indication concerning copyrights, trademarks, etc. applied to the products or their packaging, including any indication concerning the confidential nature and secrecy of the product, or to alter or reproduce the products in any part thereof.
- 11.4 Diergezondheidswinkel is allowed to take technical measures to protect its product.

#### Article 12. Claims (complaints) and warranty

- 12.1 Diergezondheidswinkel never provides more warranty than the warranty it has obtained from its own supplier. The warranty provided by Diergezondheidswinkel to the customer concerns a manufacturer's warranty. This is stated (if applicable) on each product.
- 12.2 The warranty period begins on the invoice date.
- 12.3 If Diergezondheidswinkel complies with any warranty obligation, it is free to choose to remedy the relevant defects by repair or by free replacement of the product or to enable its supplier to provide the warranty.

- 12.4 The customer must notify Diergezondheidswinkel in writing of any complaints relating to the delivered products within eight days of discovering or should have discovered the defect. The complaint must be described clearly and as accurately as possible.
- 12.5 Complaints do not give the customer the right to suspend all or part of payment(s) due.
- 12.6 Any right of action shall lapse if:
- the customer or a third party makes or has made changes to the delivered goods themselves;
  - the delivered goods are not used or handled accurately in accordance with the supplied or applicable regulations or the instructions for use; are otherwise used or handled improperly;
  - the delivered goods are or have been used or applied for purposes other than those for which they are intended;
  - the delivered goods are or have been used in a manner that was not reasonably expected for Diergezondheidswinkel;
  - the customer does not cooperate or does not cooperate sufficiently within a reasonable period to investigate the merits of complaints;
  - the item has not been sold by Diergezondheidswinkel;
  - the complaints are first raised after the warranty period has expired;
  - 1 year after the product has been sold or delivered or if the warranty period is another period, this period.
- 12.7 Compliance with the warranty obligation is deemed to be the sole and complete compensation.

Article 13. Shortcoming, dissolution by Diergezondheidswinkel

- 13.1 A shortcoming in the fulfilment of the agreement cannot be attributed to Diergezondheidswinkel if it is not due to its fault, nor on its account under the law, legal act or according to generally accepted views.
- 13.2 A non-attributable shortcoming (force majeure) is also considered and contractually equated with: restrictive government measures of any kind, remaining wholly or partially in default of a third party from whom goods or services are to be received, remaining in default of a carrier and any other circumstances that Diergezondheidswinkel could not reasonably have foreseen and on which it has no influence, as well as any circumstance on the basis of which, if such a circumstance had been known to it at the time of the conclusion of the agreement, it would not have concluded the agreement or would not have concluded it under equal conditions. In all these cases, Diergezondheidswinkel is entitled, without notice of default and without judicial intervention, either to suspend the agreement for a maximum of 12 months, or to dissolve it in whole or in part, without being obliged to pay any compensation or guarantee and, without prejudice to its further rights, to dissolve all other agreements with the other party, insofar as they have not yet been executed, under equal conditions, or to suspend them in whole or in part.
- 13.3 In addition to the possibilities for suspension and (partial) dissolution mentioned in the previous paragraph, Diergezondheidswinkel shall also be entitled to this right in the event of bankruptcy, suspension of payment, total or partial cessation of business, liquidation, transfer, death, in the event of receivership or if the Legal Debt Recovery Scheme for Natural Persons applies or has been declared applicable to the customer and, furthermore, in the event of goods of the customer being seized in a conservatory or enforceable manner.
- 13.4 If the customer does not fulfil one or more obligations (including the case that they have not made a payment at the agreed time), properly or in a timely manner, or if they are subject to serious doubt or if the customer doesn't fulfil their contractual obligations towards Diergezondheidswinkel, Diergezondheidswinkel has the right, at its discretion, to suspend the agreement for a maximum of 12 months without notice of default and without legal intervention, or to dissolve it in whole or in part, without being obliged to pay any compensation or guarantee and without prejudice to the further rights to which it is entitled. Diergezondheidswinkel is also authorised to either suspend, or wholly or partially dissolve all other ongoing agreements with the customer, insofar as not yet executed, under the same conditions.

#### Article 14. Right of withdrawal by the consumer customer

- 14.1 The customer who is also a consumer may cancel a purchase contract for a product without giving reasons during a cooling-off period of at least 14 days.
- 14.2 The cooling-off period referred to in paragraph 1 shall commence:
- on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product; or
  - if the consumer has ordered several products in the same order: the day on which the consumer or a third party appointed by them has received the last product; or
  - if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by them, has received the last shipment or part;
  - for agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by them, has received the first product.
- 14.3 Intended returns must be notified in advance in writing to Diergezondheidswinkel. After written permission by Diergezondheidswinkel, the return shipment in proper packaging must be delivered to an address to be determined by Diergezondheidswinkel and within the legal period, all this at the expense of the customer.

#### Article 15. Liability

- 15.1 Diergezondheidswinkel is not liable for direct or indirect, material or immaterial damage suffered by the customer or third party or parties related to a shortcoming by them or by persons engaged by them in the execution of the agreement, including transport, unless there is intent or gross negligence.
- 15.2 If Diergezondheidswinkel can be held liable under the previous paragraph, this liability is limited to the amount that is eligible for payment under the (business) liability insurance of Diergezondheidswinkel.
- 15.3 If the damage is not covered by the insurance or the insurer does not pay out in any case, the liability of Diergezondheidswinkel is limited to a maximum of the invoice amount (excluding turnover tax) of the order in question with a maximum of €10,000 per product in respect of which the liability has arisen.
- 15.4 The customer indemnifies Diergezondheidswinkel against all damages and legal claims of third parties.

#### Article 16. Confidentiality

- 16.1 The customer is obliged to maintain confidentiality with regard to all documents and information that they receive from Diergezondheidswinkel, on forfeiture of a penalty of €50,000.00 (in words: fifty thousand euros) per violation, which is not subject to deduction or set-off or judicial moderation, without prejudice to the right of Diergezondheidswinkel to claim full damage compensation or recovery.

#### Article 17. Transfer of rights and obligations

- 17.1 Diergezondheidswinkel is permitted to transfer the rights and obligations described in any agreement with the customer to third parties. In the event that obligations of Diergezondheidswinkel are transferred, Diergezondheidswinkel will inform the customer in advance as far as possible. In that case, Diergezondheidswinkel is not obliged to pay any compensation in this respect.
- 17.2 The customer is not entitled to transfer its rights and/or obligations under an agreement to any third party without the prior written consent of Diergezondheidswinkel.

#### Article 18. Expiry period

- 18.1. Any right of action and other powers of the customer vis-à-vis Diergezondheidswinkel, for whatever reason, expire at least after the expiry of six months from the date on which there is a fact that the customer can exercise these rights and/or powers vis-à-vis Diergezondheidswinkel and no legal action has been brought within this period.

Article 19. Applicable law

- 19.1 These terms and conditions, as well as all offers, quotations, orders, agreements and other obligations, however named, of Diergezondheidswinkel are exclusively subject to Dutch law. The Dutch court maintains jurisdiction.
- 19.2 All disputes arising from the offers made by Diergezondheidswinkel or agreements entered into with Diergezondheidswinkel will be exclusively heard by the competent court that has jurisdiction in the place of business of Diergezondheidswinkel, unless mandatory law provides otherwise and apart from the right of Diergezondheidswinkel to bring the case before the court that has jurisdiction under the law to take cognizance of the dispute.