

GENERAL CONDITIONS OF SALE AND DELIVERY OF TEELING PETFOOD
HEERHUGOWAARD B.V.

1. General

- 1.1 These General Conditions of Sale and Delivery are applicable to all offers, agreements, deliveries of products and provision of services of the private company with limited liability Teeling Petfood Heerhugowaard B.V., further to be referred to as: "Teeling Petfood".
- 1.2 Any purchase conditions and/or other standard terms of the purchaser are not applicable. The provisions of these General Conditions of Sale and Delivery can exclusively be deviated from in writing by Teeling Petfood or with the written consent of Teeling Petfood. Varying provisions are only applicable to that agreement in connection with which these varying provisions are made. The following provisions remain fully effective for the remainder.
- 1.3 All offers by Teeling Petfood are without any obligation unless stipulated otherwise in writing. All agreements between Teeling Petfood and the buyer are only binding and are only formed if they have been accepted by Teeling Petfood.
- 1.4 Any amendments to an agreement which has been formed can only take place as soon as and insofar as Teeling Petfood has confirmed this in writing.

2. Prices

- 2.1 Quotations by Teeling Petfood as well as the prices agreed with Teeling Petfood are exclusive of V.A.T. and based on the cost factors applicable at the time the agreement is formed. Unless otherwise agreed, all quotations are made subject to any price change.
- 2.2 If any price increases would occur with regard to one or more cost factors for instance as a result of an increase in duties and/or excise, factory prices, currency changes etc. Teeling Petfood will be entitled to pass on the price difference to the buyer and therefore to increase the order price accordingly.
- 2.3 If in accordance with the provisions set out in Clause 2. 2 Teeling Petfood is forced to change its prices within three months after the agreement is formed, the buyer, if this is a natural person who does not act in the course of his professional or business operations and who has his/her habitual residence in the Netherlands, will be entitled either to accept the new price or to dissolve the agreement.

3. Delivery

- 3.1 Specified delivery dates are only approximate and can never be considered as a deadline unless explicitly agreed otherwise.
A delivery period commences only from the moment at which the last condition specified in the order confirmation has been fulfilled.
- 3.2 Exceeding any periods due to any cause whatsoever does not entitle the buyer to any compensation or to dissolve the agreement and/or the right not to fulfil any obligation which might be attached to him pursuant to the respective agreement or any other agreement effective between the parties.
- 3.3 Unless explicitly otherwise agreed the delivery will at all times be EX WORKS. Therefore, as soon as the goods have left the factory of Teeling Petfood, the goods will be at the expense and risk of the buyer regardless as to who takes

care of the transport and which means of transport and what travel route is selected.

- 3.4 In the event that the buyer remains in default of taking receipt of the goods for any reason whatsoever and they are ready for despatch, Teeling Petfood will be entitled at its discretion either to dissolve the agreement in whole or in part with immediate effect, or to deliver the goods at the expense and risk of the buyer, or to put the goods in storage or have them put into storage at the expense and risk of the buyer and to charge the buyer for the extra costs caused by this or to claim compensation. In the event that the goods are wholly or partly put into storage at the expense and risk of the buyer, after the goods have been stored for three weeks, Teeling Petfood will then be entitled to dissolve the agreement in whole or in part or to claim compensation.

4. Complaints

- 4.1 The term 'complaints' means any grievances and complaints of the buyer with regard to the quantity, quality, damage and/or packaging of the goods purchased.
- 4.2 Complaints are only accepted and dealt with by Teeling Petfood if they have been submitted in writing to Teeling Petfood within eight days after the delivery of the goods to the buyer or after they have been placed at the disposal of the buyer.
- 4.3 If Teeling Petfood considers a complaint lodged in accordance with the provisions set out in Clause 4.2 justified, Teeling Petfood will have the choice either to replace the faulty goods delivered at its expense or to credit the buyer for an amount that is equal to the price due from the buyer for that material. However, in both cases the buyer will have to return the material which appeared to be faulty to Teeling Petfood, all this after the prior consent of Teeling Petfood. Teeling Petfood is not obliged in any way whatsoever to pay any additional compensation other than that set out in this Clause.
- 4.4 Immediately after the delivery the buyer must check the goods delivered by Teeling Petfood as to quantity, nature and soundness. Complaints with regard to faults which could be discovered by taking simple samples must be submitted in writing to Teeling Petfood within three days after being discovered.
- 4.5 Exceeding the periods referred to in Clauses 4.2 and 4.4 results in the lapse of the right to lodge complaints.
- 4.6 Complaints will never entitle the buyer to suspend in whole or in part the payment of the purchase price or additional costs while any invocation of discount and/or set-off is explicitly excluded. If and insofar as the buyer could derive a claim for repayment of the purchase price from a justified complaint, the respective claim on Teeling Petfood can never be set-off against a debt to Teeling Petfood on account of transactions to which the respective complaint does nor relate.

5. Force majeure

- 5.1 The term force majeure means any non-attributable failure including any event as a result of which the fulfilment of the agreement by Teeling Petfood has become so problematic or expensive in comparison with its prospects at the time the agreement had been entered into, that at Teeling Petfood's discretion this fulfilment can no longer reasonably be demanded.
- 5.2 Force majeure on the part of Teeling Petfood will in any event be the case, if Teeling Petfood is prevented after the agreement has been formed from fulfilling

its obligations under this agreement or the preparations of it in the event of but not limited to war, threat of war, fire, water damage, floods, frost, work strike, sit-down strike, obstruction of transport routes, defective means of transport, import and export obstructions, defects in machineries, breakdown in the supply of energy, difficulties or stagnation in the production of Teeling Petfood or of a company from which Teeling Petfood procures the raw materials and resources, veterinary diseases and/or epidemics and moreover by all other causes originating beyond the fault or risk of Teeling Petfood. Teeling Petfood will inform the buyer in writing of any occurrence of a force majeure event.

- 5.3 Teeling Petfood is entitled to dissolve the agreement in the event of force majeure. If required, Teeling Petfood instead of dissolving it is entitled to suspend the performance of the agreement until the events causing the force majeure have ended.
- 5.4 Teeling Petfood will not be liable for any loss caused by dissolution or suspension due to force majeure, including lost profits.

6. Retention of title

- 6.1 All goods delivered by Teeling Petfood remain its property until the amounts due for the goods, delivered or still to be delivered pursuant to the respective agreement and/or the activities performed or to be performed for the buyer pursuant to the respective agreement and/or pursuant to claims due to a failure of the buyer in the performance or fulfilment of the agreement, have been fully paid by the buyer.
- 6.2 For as long as the buyer has not acquired the title to the goods bought by him, the buyer is forbidden from disposing of the respective goods in any way whatsoever, from pledging or otherwise encumbering them, other than in the normal course of his business operations. In the event that the buyer in the course of his normal business operations decides to sell and/or deliver the respective goods, Teeling Petfood will, for as long as the buyer has not fully fulfilled his payment obligations to Teeling Petfood for any reason whatsoever, be entitled to claim that the claims accruing to the buyer on his customers from these sales will be transferred to Teeling Petfood.
- 6.3 If the buyer does not fulfil his payment obligations Teeling Petfood will be entitled to claim back as its property the goods it has delivered when they are in the possession of the buyer as well as of third parties after being resold notwithstanding its right to compensation for the losses it has suffered.
- 6.4 If the buyer works and/or processes the goods delivered but not yet paid for or has them worked and/or processed by third parties, Teeling Petfood also remains the owner of the worked and/or processed goods even though a different product has been created by the working and/or processing.

7. Payment

- 7.1 The buyer is obliged to pay the purchase price at the moment agreed to this end.
- 7.2 Teeling Petfood is at all times entitled to suspend the fulfilment of its obligations until the buyer, at the request and to the satisfaction of Teeling Petfood, has provided security for the fulfilment of all his obligations under the respective agreement. If the buyer does not, not fully or not in a timely manner furnish the required securities, he will fail attributably in the performance of the agreement entered into with Teeling Petfood.

- 7.3 The buyer is not entitled to suspend his payment for any reason whatsoever and neither is deduction or set-off allowed.
- 7.4 If the buyer does not fulfil his payment obligations within due time he will be in default without any notice of default being required. In that case Teeling Petfood will be entitled to charge interest for overdue payment from the moment of the default equal to the statutory interest increased by 1% on the invoice amount or the part of it which has remained outstanding. In addition, Teeling Petfood will be entitled in the event of late payment to charge the buyer for all reasonable costs of measures, both in as well as out of court, which Teeling Petfood (at its discretion) takes against the buyer, all this with a maximum of 15% of the principal sum due from the buyer but with a minimum of €250 excluding V.A.T.

8. Exigibility and dissolution

- 8.1 Notwithstanding the provisions set out elsewhere in these General Conditions, the claims of Teeling Petfood on the buyer will immediately become due and payable at the moment at which the buyer is declared bankrupt, applies for a moratorium, protective measures are taken at his expense, and/or the buyer has lost in whole or in part the right to manage and dispose of his assets. Moreover, Teeling Petfood will in such circumstances be entitled to dissolve the agreement. After the dissolution the buyer will be liable for the loss suffered by Teeling Petfood including the loss as a result of loss of profit and transport costs.
- 8.2 Any dissolution for any reason whatsoever will at all times result in the amounts owing to Teeling Petfood becoming immediately due and payable.

9. Liability

- 9.1 Except for gross negligence Teeling Petfood will never be liable for any direct or indirect loss to persons, goods or businesses of the buyer and/or to third parties.
- 9.2 In the event of the liability of Teeling Petfood, this liability will be limited to the amount that in that case would be covered by the insurance of Teeling Petfood. If this insurance for any reason whatsoever will not lead to any insurance payment, or if in the respective case the loss would not be covered by this insurance, the liability will be limited to the amount equal to the invoice amount of the goods and/or services provided by Teeling Petfood with which the liability is associated.
- 9.3 Loss in the form of lost profits or other consequential loss will not in any event be eligible for compensation.

10. Applicable law and competent Court

- 10.1 The offers and agreements between Teeling Petfood and the buyer to which these General Conditions are fully or partially applicable are governed by Dutch law.
- 10.2 All disputes arising from this agreement will be submitted to the competent Court in the district of Zutphen (the Netherlands) notwithstanding the right of the parties to apply for interim relief to the President of the District Court of Zutphen in interim injunction proceedings.