

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF TEELING PETFOOD B.V.

### 1. General

- 1.1 These general terms and conditions of sale and delivery apply to all proposals made, agreements entered into with, and products delivered and services provided by the private limited company Teeling Petfood B.V., hereinafter to be referred to as: "Teeling Petfood".
- 1.2 Any purchasing and/or other general conditions as used by the purchaser do not apply. The provisions set out in these general terms and conditions can only be derogated from by Teeling Petfood expressly and in writing, or with the written consent of Teeling Petfood. Derogating provisions shall exclusively apply to the agreement for which the derogative clauses were devised. Otherwise the following terms and conditions shall remain in full force.
- 1.3 All proposals made by Teeling Petfood are offered without obligation, unless stipulated otherwise in writing. All agreements between Teeling Petfood and the purchaser shall only be binding and shall only take effect if they have been accepted by Teeling Petfood.
- 1.4 Changes to an agreement that already took effect can only be made as soon as and insofar as Teeling Petfood has confirmed these in writing.

### 2. Prices

- 2.1 Price quotations made by Teeling Petfood as well as prices agreed with Teeling Petfood are exclusive of VAT and they are based on the cost price factors at the time the agreement was entered into. Unless agreed otherwise all price quotations are made subject to price changes.
- 2.2 Should there be a price increase where one or more of the cost price factors are concerned, e.g. as a result of increased rights and/or taxes, factory prices, currency changes and so on, Teeling Petfood will have the right to pass on the increase to the purchaser and to increase the order price accordingly.
- 2.3 If Teeling Petfood, in compliance with the provision made in 2.2, is forced to change its prices within three months after the agreement was entered into, the purchaser, if this is a natural person not acting in the course of his profession or business and having its permanent residence in the Netherlands, will be entitled to either accept the new price or to dissolve the agreement.

### 3. Delivery

- 3.1 The delivery times stated are merely an indication and can never be considered as a firm time, unless it was expressly agreed otherwise. A delivery time will only start from the moment on which the last condition as set out in the order confirmation has been fulfilled.
- 3.2 Exceeding the delivery terms, whatever the cause may be, does not entitle the purchaser to any damages nor may the purchaser terminate the agreement nor does it give the purchaser the right to not comply with any of its obligations under the agreement on hand or any other agreement between parties.
- 3.3 Unless expressly agreed otherwise the delivery will always be EX FACTORY. Therefore, the items sold, as soon as they have left the factory of Teeling Petfood, are at the risk and expense of the purchaser, irrespective of who has arranged for the transportation and the means of transport and the itinerary chosen.
- 3.4 If the purchaser remains in default, for whatever reason, to take delivery of the items and these are ready for dispatch, Teeling Petfood will have the right, at its own discretion, to either dissolve the agreement entirely or in part or to deliver the goods at the risk and the expense of the purchaser, or to store or have stored the goods at the risk and the expense of the purchaser either entirely or in part and to pass on the resulting costs to the purchaser or to claim damages. If the goods are stored, either entirely or in part, at the risk and the expense of the purchaser, Teeling Petfood, three weeks after the goods were stored, will still have the right to dissolve the agreement either entirely or in part, or to claim damages.

### 4. Complaints

- 4.1 Complaints are defined as any grievances and complaints the purchaser may have as to the amount, the quality, damage to and/or the packaging of the items purchased.
- 4.2 Teeling Petfood shall only accept and handle complaints if these have been filed in writing within eight days after the delivery or making available of the items to the purchaser.
- 4.3 If Teeling Petfood considers the complaints filed in compliance with the provision made in 4.2, Teeling Petfood will have a choice of either substituting the faulty items at its expense, or to credit the purchaser for an amount that equals the price the purchaser paid for the items on hand. In either case the purchaser must, however, return the faulty items to Teeling Petfood, only after Teeling Petfood's prior consent. Teeling Petfood does not have to pay any additional damages other than the provisions made in this article.
- 4.4 The purchaser must check the items delivered by Teeling Petfood immediately after delivery in terms of amount, nature and quality. Complaints as to faults that could have easily been detected by simple sampling must be filed with Teeling Petfood in writing within three days after their discovery.
- 4.5 Exceeding the terms stipulated in articles 4.2 and 4.4 will result in the lapse of the right to complain.
- 4.6 No complaint shall ever entitle the purchaser to suspend payment of the purchase price or additional costs either entirely or in part, while any reference to a discount and/or compensation is expressly excluded. If and insofar as the purchaser has a valid complaint on which it can base a claim for reimbursement of the purchase price, said claim on Teeling Petfood can never be settled with a debt owed to Teeling Petfood based on transactions that the claim does not pertain to.

### 5. Force majeure.

- 5.1 Force majeure is defined as any nonattributable failure, including any event as a result of which compliance with the agreement by Teeling Petfood becomes so awkward or costly, relative to its prospects at the time the agreement was first entered into, that such compliance in all fairness can no longer be demanded.
- 5.2 Force majeure on the part of Teeling Petfood at least pertains to yet is not limited to the event that Teeling Petfood, after entering into the agreement, is prevented from complying with the obligations under said agreement or the preparations thereof in the event of war, war risk, fire, water damages, floods, frost, a strike, a plant occupation, road blocks, vehicle defects, impediments for import and export, defects to machines, impaired power supply, production difficulties or stagnation either at Teeling Petfood or at a company from which Teeling Petfood purchases the raw materials and auxiliary materials, veterinary contaminations and/or epidemics and also all other causes that arise beyond the culpability or risk of Teeling Petfood. Teeling Petfood will notify the purchaser of such an event of force majeure in writing.

- 5.3 In the event of force majeure Teeling Petfood has the right to terminate the agreement. If so desired, Teeling Petfood has the right to suspend the fulfilment of the agreement rather than dissolve it, until the circumstances causing the force majeure have come to an end.
- 5.4 Teeling Petfood shall not be liable for any damages that result from the dissolution or suspension due to force majeure, including any loss of profit.

#### 6. Retention of title

- 6.1 All items delivered by Teeling Petfood will remain property of Teeling Petfood until the amounts due for the items delivered or yet to be delivered under the relevant agreement and/or for the work performed or to be performed for the benefit of the purchaser under the relevant agreement and/or arising from claims as a result of a failure on the part of the purchaser to perform, have been settled by the purchaser in full.
- 6.2 As long as the purchaser has not acquired title of the items purchased, it may in no way dispose of the items, pledge rights as to the items or encumber them in any other way than in the normal course of its business. If the purchaser, in the normal course of its business, will proceed with the selling and/or delivering of said items, Teeling Petfood, as long as the purchaser has not fulfilled all its payment obligations towards Teeling Petfood, under whatever title, has the right to claim that any proceeds from such sales by the purchaser to its customers shall be transferred to Teeling Petfood.
- 6.3 If the purchaser fails to meet its payment obligations, Teeling Petfood has the right to claim the items delivered as its property both from the purchaser and from any third party after reselling, without prejudice to its entitlement to compensation in view of damages suffered.
- 6.4 If the purchaser processes items delivered that are not yet paid for and/or has them processed at its own expense, Teeling Petfood will still remain the owner of the processed items, even if after the processing the nature of the product has changed.

#### 7. Payment

- 7.1 The purchaser is obliged to pay the purchase price at the agreed time.
- 7.2 Teeling Petfood shall at all times have the right to suspend fulfilment of its obligations until such time that the purchaser at the request and to the satisfaction of Teeling Petfood has provided security regarding the fulfilment of all its obligations under the relevant agreement. If the purchaser fails to provide such security or only does so in part or does not provide it in a timely fashion, this shall be considered as an attributable failure in the performance of the agreement with Teeling Petfood.
- 7.3 The purchaser does not have the right to suspend payment, for whatever reason. Settlement or setting off debts is also not allowed.
- 7.4 If the purchaser does not fulfil its payment obligations in time it will be in default *de jure*. In such an event Teeling Petfood has the right to charge statutory default interest as of the date the purchaser is in default, which equals the statutory interest plus 1% over the invoiced amount or the proportion of the invoiced amount still to be paid. Furthermore, in case of overdue payment, Teeling Petfood has the right to pass on all justifiable costs of measures taken by Teeling Petfood, both legal and non-legal, (at its own discretion) to make the purchaser pay the amounts due, to a maximum of 15% of the main sum to be paid by the purchaser, however with a minimum of € 250, exclusive of VAT.

#### 8. Exigibility and dissolution

- 8.1 Without prejudice to the provisions as set out elsewhere in these terms and conditions, the claims Teeling Petfood has on the purchaser are claimable on demand as soon as the purchaser has been declared bankrupt, has applied for a moratorium on payments, or as soon as its property has been attached and/or the purchaser loses the free management and free disposal of its property either entirely or in part. Furthermore, Teeling Petfood in such circumstances has the right to dissolve the agreement. Upon dissolution of the agreement the purchaser shall be liable for damages suffered by Teeling Petfood, including any damages resulting from loss of profit or costs of transportation.
- 8.2 Any dissolution, whatever the reason, will thus always result in the amounts due being claimable by Teeling Petfood.

#### 9. Liability

- 9.1 With the exception of gross negligence, Teeling Petfood can never be held liable for any damages, direct or indirect, to individuals, goods or companies of the purchaser and/or any third parties.
- 9.2 If Teeling Petfood is held liable, such liability shall be limited to the amount covered by the insurance as taken out by Teeling Petfood for such an event. If said insurance, for whatever reason, will not pay or if the damages in a particular event are not covered by said insurance, Teeling Petfood's liability shall be limited to the amount equal to the invoiced amount of the goods and/or services delivered by Teeling Petfood to which the liability pertains.
- 9.3 Damages in the form of lost profits or other consequential damages shall in no event be eligible for compensation.

#### 10. Applicable law and jurisdiction

- 10.1 The proposals made by and agreements between Teeling Petfood and the purchaser to which the present general terms and conditions apply either in part or in full, are subject to the law of the Netherlands.
- 10.2 Any disputes arising from this agreement shall be submitted to the competent court within the Zutphen court district (in the Netherlands), without prejudice to the right parties have to request a preliminary injunction from the Zutphen District Court judge.