

General Terms and Conditions of Sale of Jonker Petfood B.V.

1. Applicability

- 1.1 These terms and conditions exclusively apply to all offers of and all orders to Jonker Petfood B.V. (hereinafter referred to as "JP") for the sale and delivery of products including related services (hereinafter referred to as "the goods") by JP, and to any contract concluded with JP in that respect.
- 1.2 Where terms of the Buyer, including but not limited to the Buyer's terms and conditions of purchase, differ, these shall not be binding upon JP unless JP has consented to them in writing, and they shall only apply to the contract to which the consent relates.
- 1.3 The contract shall prevail where there is any incompatibility between the terms of the contract and these General Terms and Conditions of Sale.

2. Quotations, orders and formation of the contract

- 2.1 Offers made by JP are valid for 30 days starting on the date of the offer, unless otherwise specified in the offer.
- 2.2 Orders placed by the Buyer shall be irrevocable.
- 2.3 A contract is formed between the Buyer and JP following written or electronic confirmation by JP, or in default of such confirmation, by actual execution of the Buyer's order by JP.
- 2.4 The contents of JP's order confirmation shall be binding upon the Buyer.

3. Conformity

- 3.1 All numbers, dimensions, weights and/or other specifications with regard to the goods shall be stated with due care by JP. However, JP cannot guarantee the absence of any discrepancies. Discrepancies customary in the industry are in any case permitted.
- 3.2 The Buyer must satisfy itself that the goods ordered/to be ordered by it and the related documentation, packaging, labelling and/or other information are in conformity with the government rules applicable in the country of destination, and shall inform JP of the same. Under no circumstances is JP liable for any loss or damage that is the result of any inaccuracy, incompleteness or lateness of the information provided by the Buyer.

4. Delivery

- 4.1 The delivery term shall commence after formation of the contract. The delivery term shall be extended by the time that the performance of the contract is delayed due to force majeure (as specified in article 11 of these terms and conditions).
- 4.2 Delivery times and dates stated by JP are guidelines and are not deadlines for JP. JP is not liable for any loss or damage as a result of a delay in the delivery.
- 4.3 Unless the parties explicitly have agreed on another manner of delivery, delivery is ex works in conformity with the provisions of the most recent version of the Incoterms.
- 4.4 JP is entitled to make partial deliveries. Each partial delivery shall be regarded a separate delivery for the application of these terms and conditions.
- 4.5 JP is entitled to retain the services of third parties for the performance of the contract or any part thereof.
- 4.6 The Buyer has a purchase commitment. The Buyer or another party must take delivery of all goods on its behalf at the agreed time and place of delivery.
- 4.7 If the Buyer fails to take delivery of the goods or fails to do so in good time, it shall be in default without a notice of default being required. In the event of non-acceptance of the goods by the Buyer, the risk of the goods passes to the Buyer at the moment at which JP offers the goods for delivery in accordance with the contract or these General Terms and Conditions of Sale. All costs associated with non-acceptance shall be borne by the Buyer.

5. Packaging

- 5.1 JP shall deliver the goods in appropriate packaging to the Buyer.
- 5.2 JP is not responsible for the accuracy of the text on the packaging.
- 5.3 Re-usable packaging, including but not limited to pallets, crates, containers and other aids for transport remain the property of JP, unless the cost of packaging is charged by JP to the Buyer or the packaging is traded in.

6. Price and payment

- 6.1 The prices used by JP are exclusive of VAT, freight, documentation costs, import and export duties, excise duties and other government taxes or levies. The Buyer shall indemnify JP from any tax claims, including the cost to be incurred by JP in that respect, which directly or indirectly arise from or relate to unpaid government taxes and/or levies on deliveries made by JP to the Buyer.
- 6.2 Until the moment of delivery of the goods JP is entitled to increase the price agreed if any of the price-determining factors, including but not limited to the price of raw materials, packaging and/or manufacturing costs has changed. Until eight days following the day the price increase is communicated by the JP, the Buyer shall have the right to terminate the contract in writing for any part not yet performed by JP, without JP being entitled to claim damages.
- 6.3 The Buyer shall pay JP invoices within 14 days of the invoice date, without the right to a discount, set-off or suspension.
- 6.4 Complaints regarding an invoice must be submitted to JP within eight business days of the invoice date. After that term, the Buyer is deemed to have approved the invoice.
- 6.5 At any time, JP has the right to demand full or partial pre-payment and/or security for payment in the form of a bank guarantee or corporate guarantee, at its choice.
- 6.6 As soon as the Buyer is in default with any payment, all amounts owed by the Buyer to JP shall be immediately due and payable and the default also immediately applies to those amounts payable without a notice of default being required.
- 6.7 The payment date is final, and from that date, JP is entitled to suspend its obligations under the contract and/or terminate the contract, while the Buyer shall owe 1% interest per month on the outstanding amount from that moment.
- 6.8 The Buyer shall compensate JP for any extrajudicial and judicial costs incurred by JP with regard to the collection of any outstanding debts or amounts paid late by the Buyer. The cost incurred shall be set in advance by the parties at a sum not less than the customary sum used by bailiffs.
- 6.9 Any payment made by the Buyer shall first be used to settle the extrajudicial and judicial costs and the interest owed by the Buyer, and then to pay the amount that has been longest outstanding.

7. Retention of title

- 7.1 Any goods delivered by JP remain the property of JP until the Buyer has fulfilled all its obligations towards JP.
- 7.2 In respect of any goods delivered by JP subject to retention of title, the Buyer is obliged to (i) keep and/or make them identifiable, (ii) separate them from any other goods at the Buyer's premises, and (iii) insure them against the customary risks.
- 7.3 The Buyer waives any right of retention regarding those goods in advance and shall not directly or indirectly attach those goods.
- 7.4 As long as the goods delivered by JP are subject to retention of title, the Buyer is not allowed to alienate them other than in the course of its business, create any security right or right of enjoyment on the goods or otherwise make them unavailable for recourse by JP.
- 7.5 Where the Buyer fails to fulfil its obligations referred to in this article 7, JP is entitled to repossess the goods that are - still - the property of JP under retention of title or otherwise, after giving notice of default but without any court intervention being required. The Buyer is obliged to show JP the location of the goods and gives JP permission in advance to access or have a third party access the relevant premises to repossess the goods.

8. Complaints

- 8.1 The Buyer is obliged to meticulously inspect or have a third party acting on its instructions meticulously inspect the goods immediately after taking receipt thereof.
- 8.2 Any complaints regarding defects must be reported at the latest eight business days after delivery in writing to JP, in default of which the Buyer's claims against JP will be invalid.
- 8.3 Complaints must contain a detailed description of the defect. The complaints do not discharge the Buyer from its payment obligations.
- 8.4 Any right to filing a claim for damages shall be null and void and lapse if:

- (i) the goods have been transported, handled, used, processed or stored by or on behalf of the Buyer in an incorrect manner or contrary to instructions given by or on behalf of JP; or
 - (b) the goods have been processed by or on behalf of the Buyer.
- 8.5 Where the Buyer has made a justified complaint in good time, JP has the choice to either deliver new goods free of charge or credit the acquisition cost of the goods that show any defect.
- 8.6 Where the Buyer finds a defect in part of the products delivered, it shall not have the right to refuse the entire shipment.
- 8.7 At any time, JP has the right to check and identify the nature and scope of the complaint at the Buyer's premises.

9. Intellectual and industrial property rights

- 9.1 All intellectual and industrial property rights to the goods delivered, including but not limited to the recipes and composition of the goods are vested in JP or third parties entitled to the same, and shall not transfer to the Buyer pursuant to the contract with JP, not even if the goods or related know-how have been specifically designed, developed or composed for the Buyer.
- 9.2 The Buyer solely acquires the right to use the rights referred to in 9.1, which right of use lapses if the Buyer fails to fulfil its obligations under the contract or to do so in good time.

10. Liability

- 10.1 JP's liability for damage or loss as a result of a breach of contract or tort or otherwise shall be limited per event (a chain of events are considered one event) to compensating the direct loss, up to the invoice value of the goods delivered by JP to which the loss relates.
- 10.2 Direct loss/damage shall be exclusively taken to mean any loss/damage consisting of:
- a) damage directly caused to material property;
 - b) reasonable and demonstrable costs incurred to demand performance of the contract by JP;
 - c) reasonable cost for determining the cause and scope of the damage, insofar as relating to the direct damage referred to in this article 10.2; and
 - d) reasonable and demonstrable costs incurred by the Buyer to prevent or limit the direct damage as referred to in this article 10.2.
- 10.3 JP is not liable for any indirect loss or damage. Indirect loss or damage is any damage/loss that is not direct, including but not limited to loss of profits, consequential loss, loss due to a standstill, loss of income or profits, loss of customers, damage to the name and/or loss of goodwill.
- 10.4 The exclusions and limitations referred to in this article 10 do not apply if the the loss/damage is the result of an intentional act or recklessness on the part of JP or its management.
- 10.5 Unless performance by JP has become permanently impossible, the liability of JP only arises due to a breach of contract if the Buyer immediately gives notice of default to JP in writing, setting a reasonable remedy period, and JP continues to breach the contract upon expiry of that period. The notice of default must contain a description of the breach that is as complete and detailed as possible, so that JP is given the opportunity to take appropriate action.
- 10.6 The Buyer shall notify JP in writing of any loss or damage that arises within eight business days of the time that the Buyer discovers or reasonably could have discovered such loss or damage. If JP is not notified within this period, JP shall be discharged from liability in connection with such loss or damage.
- 10.7 JP shall take out and maintain adequate liability insurance in respect of the performance of the contract in conformity with the provisions of this article.

11. Force majeure

- 11.1 In the event of force majeure on the part of either party, the performance of the contract shall be suspended in full or in part for as long as the force majeure situation lasts, without either party being liable for any form of compensation to the other party.
- 11.2 In the event of force majeure, JP is entitled to terminate the contract without any liability or other obligations arising for JP.
- 11.3 Force majeure on the part of JP includes, but is not limited to:

- (i) circumstances relating to individuals and/or material and/or (production) tools which JP uses or ordinarily uses for the performance of the Contract, which are of such a nature that they impede or render performance so problematic and/or disproportionately expensive for JP that JP cannot be required to perform the Contract or perform it immediately;
- (ii) the situation that any goods or services relevant to JP's goods or services are not delivered or delivered late; and
- (iii) strikes, wars, riots, fire, acts of God, storm/water damage, temperatures below zero, veterinary contagious diseases and/or epidemics.

12. Termination

JP is entitled to terminate all or part of the contract with immediate effect, without any notice of default or court intervention being required and without being obliged to pay damages or compensation, where:

- (i) the Buyer applies for a moratorium, files for insolvency, has a petition for a liquidation order filed against it or is put into liquidation;
- (ii) the business of the Buyer is or has been liquidated or discontinued other than for the purpose of a merger;
- (iii) a significant part of the Buyer's assets is or has been attached; or
- (iv) the Buyer is no longer deemed capable of meeting its obligations.

13. Governing law and competent court

13.1 All contracts between JP and the Buyer and these General Terms and Conditions of Sale are exclusively governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods is excluded.

13.2 Any dispute arising from this contract and/or these General Terms and Conditions of Sale shall be submitted to the District Court of Oost-Brabant. However, JP remains authorized to submit a dispute arising from the contract and/or these General Terms and Conditions of Sale to the competent court or the Netherlands Arbitration Institute.

14. Miscellaneous

14.1 If any provision of these General Terms and Conditions proves to be invalid, or is declared void by a court, the remaining provisions shall remain in full force and effect.

14.2 The headings of articles used in these General Terms and Conditions of Sale are merely for reference purposes and do not affect the interpretation of the provisions laid down in these articles.
