

TERMS AND CONDITIONS OF SALE AND DELIVERY OF B.L. DE HAAN DIERENVOEDING B.V.
TRADING UNDER DE HAAN PETFOOD IN NIEUWKOOP
Filed at the offices of the Chamber of Commerce and Industry of Leiden.

Where these terms and conditions use the term DHP this must be construed as meaning B.L. De Haan Dierenvoeding B.V. trading under De Haan Petfood. Purchaser means the party that purchases goods/services from DHP and for this purpose concludes an agreement with DHP.

Clause 1 (general)

- a) All agreements concerning the supply of goods or the provision of services by DHP and all agreements related thereto or ensuing therefrom are governed exclusively by the following terms and conditions.
- b) The general terms and conditions of the purchaser are expressly not applicable, expressly including any prohibition on pledging or any non-assignment clause.
- c) Deviating stipulations shall only apply if these have been accepted in advance in writing by DHP and in such case only to the agreement in relation to which such deviating stipulations were drawn up.
- d) Quotations or agreements negotiated on by employees of DHP are only created after written confirmation (which must be considered an acceptance of the offer) from a person authorised to sign on behalf of DHP. In case of a supposed inaccuracy or incompleteness of a confirmation we must have received a written notification thereof from the purchaser not later than on the third working day after the day we sent our confirmation. In the absence of this, the confirmation shall be deemed to correctly and completely reflect the matters agreed upon.

Clause 2 (delivery)

- a) Our products are delivered ex-factory (in accordance with the most recently published Incoterms, EXW), unless agreed otherwise. This means that DHP will make its goods available to the purchaser at DHP' business premises. Delivery ex-factory means that the risk that goods are damaged or lost as well as any associated consequential damage passes to the purchaser the moment the goods are loaded onto the means of transportation concerned, and that the goods are transported for the account and risk of the client or the purchaser. The costs of delivery, transport or sending, as well as the associated risks, are for the account of the purchaser. Also, in the event that DHP arranges transportation, the purchaser shall be liable for all damage in relation to the transportation. The purchaser must take out proper insurance against this risk.
- b) If we manufacture our products on demand and/or with the composition, specifications or packaging requested by the purchaser, we are entitled to include in the delivery any surpluses or shortages, compared to the quantity ordered by the purchaser, in respect of which deviations up to 10% below the quantity ordered and 20% above the quantity ordered shall not constitute grounds for the purchaser to refuse the delivery in whole or in part. The purchaser has in such case the obligation to pay for the quantity invoiced and actually delivered by us.
- c) Any required packaging is calculated at cost and not taken back, unless it concerns packaging that is subject to a deposit system. Whether or not packaging must be used shall be decided at the sole discretion of DHP.
- d) If packaging material is designed and manufactured specifically for the purchaser and this has not or not in its entirety been purchased within 6 months, DHP shall be entitled to charge on the costs of these packaging materials to the purchaser.
- e) DHP is entitled to charge on packaging tax or waste tax levied upon DHP by the authorities of the country of delivery to the purchaser. If DHP does so after the conclusion of the agreement, this does not constitute a price increase.

Clause 3 (complaints)

Any complaints must have been notified to us in writing by registered letter within 5 working days after receipt of the goods by the purchaser. Meanwhile, the purchaser must take all possible measures to ensure that the complaint can be properly investigated and to take such measures so as to ensure that any damage for DHP is as much as possible avoided or limited.

Goods delivered by DHP to the purchaser in it's original (closed) packaging must be returned by the purchaser to DHP in it's original (closed) packaging.

If any complaint is recognised as well-founded, DHP shall, solely at its own discretion, have the right either (i) to take back the goods supplied and decide not to proceed with further delivery, or (ii) to deliver to the purchaser similar goods in equal quantity by way of replacement of the goods taken back, or (iii) to allow a price adjustment. A complaint does not have the effect of postponing the payment obligation of the purchaser. The purchaser is not permitted to return goods complained about without prior consultation with DHP and with its written permission.

Clause 4 (delivery periods)

The delivery periods specified in the offers, order confirmations and agreements are indicated in good faith but may not be considered binding. If a delivery period is exceeded this shall never entitle the purchaser to damages, termination of the agreement (save for the provisions of clause 12) and/or non-performance of any obligation as may arise for it from this agreement or any other agreement related to it.

Clause 5 (price)

The goods delivered to purchasers shall, unless otherwise agreed, be calculated in euros at the prices applying on the date of the order (unless otherwise agreed), including those of the prices of materials and raw materials, wages, social security costs, fuel prices, etc. DHP may charge on to the purchaser any increase of these cost factors that occurs three months or later after the prices set out above were indicated. Price increases between the date of sale and the date of delivery that were caused by government measures shall at all times give DHP the right to charge them on in full to the purchaser. The prices indicated by DHP are exclusive of VAT and exclusive of the costs that, under the agreement between the parties, are at the expense of the purchaser.

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Clause 6 (payment and retention of title)

- a) DHP is entitled to postpone the performance of its obligations until the purchaser, at the request and to the satisfaction of DHP, has provided security for the performance of all its obligations under the agreement.
- b) Payment must be made in advance, unless the invoice states a different term, in which case payment must be made within the term stated on the invoice, without deduction or setoff, at the offices of DHP or into a bank account designated by it. The term payment is not considered to include payment by bills of exchange and cheques before these have been honoured or cashed, respectively.
- c) The purchaser is not permitted to pay amounts owed to DHP by means of setoff.
- d) As long as the purchaser has not paid the amounts owed by it, also those arising from previous transactions and insofar as due and payable, DHP has the right to postpone its performance.
- e) After expiry of the term stated on the invoice, DHP has the right to charge a default interest on the outstanding amount equal to at least 1% per month as of the expiry date of the invoice. In addition, DHP has the right to recover from the purchaser all judicial and extrajudicial costs, including those of third parties engaged by DHP.
- f) The ownership in respect of all goods delivered and still to be delivered continues to be vested exclusively in DHP until full payment has been made of all the claims DHP, in respect of these goods, has or will acquire against the purchaser, which in any case includes its payment obligation. This provision must be considered a retention of title within the meaning of section 3:92 of the Dutch Civil Code.
- g) As long as the ownership of the goods (in accordance with f. above) has not passed to the purchaser, the purchaser may not pledge the goods or grant third parties any other right in respect thereof. The purchaser undertakes, at the first request of DHP, to cooperate with the establishment of a right of pledge in respect of the claims purchaser acquires or will acquire in connection with its subsequent delivery to its own purchasers. This provision has effect under property law.
- h) The purchaser has the obligation to keep goods that were delivered under a retention of title with the necessary care and recognisable as the property of DHP. In case of subsequent delivery by the purchaser of goods on consignment, the obligation to keep the goods recognisable as the property of DHP continues to apply in full; the purchaser also has the obligation to inform DHP at its first request of the location of the goods.
- i) DHP is entitled to take back goods delivered under a retention of title and still present at the location of the purchaser, if the purchaser fails to perform its payment obligations or if the purchaser has or threatens to have payment difficulties. The purchaser or its legal successor will at all times give DHP freely access to its sites and/or premises to inspect the goods and/or to exercise its rights. The purchaser is only entitled to store goods subject to a retention of title of DHP in warehouses/spaces of third parties if DHP's right of free access to inspect the goods and/or exercise its rights is ensured. The above-mentioned right of access also applies to persons or agencies designated by DHP to inspect or exercise its rights on its behalf. The purchaser has the obligation to bear the costs incurred by DHP to exercise its rights at warehouses/spaces of third parties. DHP is entitled to immediately take back the goods supplied under a retention of title and stored at third parties, if it is not granted the above-mentioned right of access to the site where its goods are stored at third parties.
- j) The provisions set out above under f. through i. are without prejudice to the other rights accruing to DHP.

Clause 7 (liability)

1. The products of DHP are solely intended for consumption by dogs and/or cats. DHP does not accept any liability for any harmful consequences of consumption other than as indicated above. The responsibility to correctly inform (end-) users about the consumption of the products, for instance on labels and in product information, lies entirely and solely with the purchaser.
2. If defective products have been delivered, DHP only has the obligation to replace the defective products by sound products. DHP is not liable for (direct) damage, consequential damage, trading loss, loss of income and damage caused by the delivery of a defective product or the delivery.
3. DHP's liability is at all times capped at the amount of the invoice for the order concerned.
4. DHP shall never be liable if:
 - a. considering all circumstances, it is likely that the defect that caused the damage did not exist at the time the product was put on the market by DHP, or this defect occurred only afterwards;
 - b. the product was not manufactured by DHP;
 - c. the damage was not reported in writing to DHP within fourteen (14) after its occurrence;
 - d. goods were delivered by DHP in its original (closed) packaging but not returned by the purchaser in its original (closed) packaging.
5. The purchaser shall indemnify DHP from all third-party claims, including those from clients of the purchaser, that arise from the present agreement and the related delivery of goods/services.

Clause 8 (advices, reports and suchlike)

DHP does not accept any liability for damage related to any (verbal or written) advice given by it, reports and/or similar documents (in the broadest sense of the word). Parties provided with such advices, reports, insights or documents (in the broadest sense of the word) shall indemnify DHP from any and all claims from third parties who hold DHP accountable in respect of said advices, reports, insights or documents (in the broadest sense of the word).

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Clause 9 (default of the purchaser)

- a) The purchaser shall by operation of law and without any demand from DHP being required be in default:
- in respect of taking delivery, if and soon as it has not taken delivery within the agreed delivery period;
 - in respect of the payment of the purchase price, if it has not paid at the time and in the manner set out in clause 6(d), or it is declared bankrupt or has applied for a suspension of payments.
- b) If the purchaser is in default in respect of taking delivery, DHP has the right to transport and store all the goods at a storage space at the expense and risk of the purchaser. The purchaser shall in such case continue to be obliged in full to pay the purchase price. The risk that goods are partly or fully lost shall, from the moment the goods have been made available to the purchaser, be fully at the expense of the purchaser.
- c) In all the above-mentioned cases, DHP shall have the right of full compensation of damage and costs vis-à-vis the purchaser.

Clause 10 (force majeure)

- a) Force majeure means, in respect of DHP, all circumstances that reasonably must be considered to prevent the timely delivery of the sold goods. Force majeure shall in any case be considered any non-delivery, late delivery or delivery that does not meet the standards set by DHP, due to which sold property or raw materials required for the production process fails to reach or to timely reach DHP.
- b) If a force majeure occurs for DHP as set out above or otherwise and it seems as if this situation of force majeure will continue to exist for more than four weeks, each of the parties have the right to declare the termination of the agreement.
- c) If a force majeure occurs for the purchaser in relation to its taking delivery of the ordered goods, it must immediately inform DHP of this. If the force majeure situation prevents the purchaser from taking delivery of the ordered goods within four weeks after the agreed delivery period, each of the parties have the right to declare the termination of the agreement.
- d) None of the parties shall in the cases set out above have the right to demand damages from the other party.

Clause 11 (inspection)

- a) As long as the packaging is still unbroken, the purchaser has the right to inspect the quantity, quality and condition of the goods or have these inspected. It must immediately inform DHP of this so as to allow it to attend the inspection.
- b) Before having the right to refuse the goods, the purchaser must always provide DHP with the opportunity to meet its objections or replace the goods.
- c) Any sampling shall be carried out by a certified sampler. The samples, sealed on behalf of both parties, shall constitute irrefutable evidence between the parties in relation to the composition, quality and the condition of the products at the time of sampling.
- d) Any investigation of the samples shall be instructed to an institute competent and recognised as such for such purpose.
- e) All costs incurred in connection with checks and inspections etc. shall be at the expense of the purchaser.

Clause 12 (termination)

- a) In case of a failure in the performance of any obligation under the agreement by the purchaser, DHP shall, fully at its own discretion, have the right to terminate the agreement.
- b) DHP may terminate the agreement in case of:
- (i) a reporting of, an application for, or the granting of a bankruptcy or an application of the purchaser to be granted or issued a suspension of payments;
 - (ii) the purchaser being not creditworthy in the opinion of DHP;
 - (iii) loss of legal personality, dissolution, liquidation or factual liquidation of the purchaser.
- c) Full or partial termination of the agreement is effected by means of a written statement from the parties entitled thereto. Before the purchaser sends a written statement of termination to DHP it shall always first in writing give DHP notice of default and grant it a reasonable term to still meet its obligations or rectify its failures, which failures must be notified precisely and in writing by the purchaser.
- d) The purchaser does not have the right to terminate the agreement in whole or in part or postpone its obligations if it is already in default in respect of the performance of its obligations.
- e) The right of termination is without prejudice to DHP's right to claim compensation of all the costs it has incurred, including the costs to determine the damage and the loss of profits. In case of full or partial termination by the purchaser it has no claim to damages. In case of termination by the purchaser, the purchaser cannot claim that any completed performances of DHP be undone, and DHP shall retain fully its right of payment in respect of these performances.

Clause 13 (disputes and choice of law)

If a dispute arises from a translated version of these terms and conditions, the original Dutch text shall prevail.

This agreement and any and all further agreements are governed exclusively by the laws of the Netherlands. All disputes related to the agreement to which these terms and conditions apply shall be submitted to the competent court of the place where DHP has its registered office, being the district court of Middle-Netherlands, this without prejudice to the right of appeal and cassation. DHP is free to designate another court as the competent court.