

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PREMIUM PETFOOD BRANDS 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 service provided by the private limited company PPB B.V., hereinafter to be referred to as: "PPB".
- 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 PPB expressly and in writing, or with the written consent of PPB. 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 PPB are offered without obligation, unless stipulated otherwise in writing. All agreements between PPB and the purchaser shall only be binding and shall only take effect if they have been accepted by PPB.
- 1.4 Changes to an agreement that already took effect can only be made as soon as and insofar as PPB has confirmed these in writing.

2. Prices

- 2.1 Price quotations made by PPB as well as prices agreed with PPB 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, PPB will have the right to pass on the increase to the purchaser and to increase the order price accordingly.
- 2.3 If PPB, in compliance with the provision made in 2.2, is forced to change its price 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. All 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 PPB, are at 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 the delivery of the items and these are ready for dispatch, PPB 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, PPB, 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 PPB 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 PPB considers the complaints filed in compliance with the provision made in 4.2, PPB 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 PPB, only after PPB's prior consent. PPB 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 PPB 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 PPB 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 PPB can never be settled with a debt owed to PPB 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 PPB 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 PPB at least pertains to yet is not limited to the event that PPB, 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 damage, 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 PPB or at a company from which PPB 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 PPB. PPB will notify the purchaser of such an event of force majeure in writing.
- 5.3 In the event of force majeure PPB has the right to terminate the agreement. If so desired, PPB has the right to suspend the fulfillment of the agreement rather than dissolve it, until the circumstances causing the force majeure have come to an end.
- 5.4 PPB 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 PPB will remain property of PPB 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 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, PPB, as long as the purchaser has not fulfilled all its payment obligations towards PPB, under whatever title, has the right to claim that any proceeds from such sales by the purchaser to its customers shall be transferred to PPB.
- 6.3 If the purchaser fails to meet its payment obligations, PPB 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, PPB will still remain the owner of the processed items, even if after the processing the nature of the products has changed.

7. Payment

- 7.1 The purchaser is obliged to pay the purchased price at the agreed time.
- 7.2 PPB shall at all times have the right to suspend fulfillment of its obligations until such time that the purchaser at the request and to the satisfactions of PPB has provided security regarding the fulfillment 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 PPB.

- 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 fulfill its payment obligations in time it will be in default *de jure*. In such an event PPB 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, PPB has the right to pass on all justifiable costs of measures taken by PPB, 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 PPB 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, PPB in such circumstances has the right to dissolve the agreement. Upon dissolution of the agreement the purchaser shall be liable for damages suffered by PPB, 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 PPB.

9. Liability

- 9.1 With the exception of gross negligence, PPB can never be held liable for any damages, direct or indirect, to individuals, goods or companies of the purchaser and/or third parties.
- 9.2 If PPB is held liable, such liability shall be limited to the amount covered by the insurance as taken out by PPB for such an event. If said insurance, for whatever reason, will not pay or if the damage in a particular event are not covered by said insurance, PPB's liability shall be limited to the amount equal to the invoiced amount of the goods and/or services delivered by PPB 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 PPB 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 preliminary injunction from the Amsterdam District Court judge.