

Vetipak

General terms and conditions

Article 1 General

- The terms and conditions use the following terms:**
 - Vetipak:** the private limited liability companies: Vetipak B.V. with offices in Oss, Vetipak Veghel B.V., with offices in Veghel, Vetipak External B.V., with offices in Oss, Vetipak Petfood B.V., with offices in Veghel, and Vewoet Vermogensbeheer B.V., with offices in Oss;
 - Other party:** The party who has signed these terms and conditions or otherwise accepted application thereof;
 - Agreement:** The agreement between Vetipak and the other party, whereby Vetipak agrees to fulfil 'co-packing' or 'full service' activities for the other party;
 - Co-packing:** The packing or packaging of goods by Vetipak for/on behalf of the other party;
 - Full-service:** Activities carried out by Vetipak with regard to product development, purchasing, production, packing and packaging, and the sale of goods for/on behalf of the other party.
- These terms and conditions apply to all quotes and agreements between Vetipak and the other party, for which Vetipak has declared that these conditions apply, in as far as either party has not expressly indicated in writing to deviate from these terms and conditions.
- These terms and conditions also apply to those agreements with Vetipak which require Vetipak to call in third parties to be able to fulfil the agreements.
- The applicability of any purchase or other conditions as set by the other party is hereby explicitly rejected, unless Vetipak agrees otherwise in writing.
- If Vetipak does not continuously require strict compliance with these terms and conditions, this does not mean that the provisions therein do not apply, or that Vetipak would in any way lose the right to require strict compliance with the provisions in these terms and conditions in other instances.

Article 2 Quotes

- All quotes submitted by Vetipak are under no obligations, unless containing an acceptance period. Quotes will expire if the product the quote relates to is no longer available.
- Vetipak cannot be held to any quote if the other party can reasonably understand that the quote, or a part thereof, contains an obvious mistake or error.
- The rates stated in a quote are excluding VAT (value-added tax) and other government levies, any expenses incurred under the terms of the agreement, such as travel- and accommodation costs, shipping and administration costs, unless otherwise indicated.
- A compound quote does not require Vetipak to fulfil part of the assignment against the corresponding part of the total price. Quotes do not automatically apply to future orders.

Article 3 Agreement

- Agreements are all in writing and come into effect on the date of signature by Vetipak, or on the date on which the signed order confirmation is sent out by Vetipak.
- Verbal agreements by and/or with employees of Vetipak are not binding for Vetipak, unless confirmed in writing by Vetipak.
- If acceptance (whether or not on secondary points) by the other party deviates from the offer given in the quote, Vetipak is not bound to the agreement. The agreement will not be effected in accordance with said deviating acceptance, unless Vetipak indicates otherwise.
- If Vetipak requires data or goods from the other party, to be able to fulfil the agreement, the fulfilment time does not commence until after the other party has correctly and fully put these at the disposal of Vetipak.

Article 4 Delivery; transfer of risk

- Delivery shall be ex factory Vetipak. The other party is required to purchase the goods on the moment these are made available. If the other party refuses or fails to provide information or instructions required for delivery, Vetipak retains the right to store the goods at the expense and risk of the other party.
- The risk of loss, damage or reduction in value is transferred to the other party at the moment the goods are delivered to the other party or have been made available to the other party.

Article 5 Fulfilment of and changes to the agreement

- Vetipak retains the right to have certain work carried out by third parties.
- If a term has been agreed upon or specified for completion of certain work or for the delivery of certain goods, this is never a mandatory deadline. On expiry of this term, the other party should first declare Vetipak in default in writing. Vetipak should then be given a reasonable period of time to still fulfil the agreement.
- Vetipak retains the right to fulfil the agreement in multiple phases and to invoice the parts carried out separately.
- If the agreement is fulfilled in phases, Vetipak can suspend execution of those parts that belong to a next phase, until the other party has approved the results of the immediately preceding phase in writing.
- If, during the fulfilment of the agreement, it turns out that proper fulfilment requires amendments or supplements to the agreement, the parties will consult on these in a timely manner and make written adjustments to the agreement. Mutual consultation is not a requirement, and the other party is obliged to consent to changes in the agreement in as far as these do not exceed the 5% stated in the agreement. Changes in the agreement can alter the price or terms originally specified, which will be accepted as a possibility by the other party.
- Not being (immediately) able to fulfil the altered agreement is not considered to be a default on the part of Vetipak and cannot be considered as grounds to terminate the agreement by the other party.
- If the other party does not properly fulfil its obligations with regard to Vetipak to which it is held,

the other party will be liable for all damages (including expenses) suffered by Vetipak, either directly or indirectly.

- If Vetipak has agreed a fixed price with the other party, Vetipak nevertheless retains the right to increase this price without the other party being entitled to terminate the agreement for that reason, if the increase in the price is the result of a power or obligation under any law or regulation, or if it is caused by a rise in the price of raw materials, wages or other grounds that were not foreseeable at the time the agreement was entered into.

Article 6 Suspension, termination and premature cancellation of the agreement

- Vetipak is authorized to suspend the fulfilment of its obligations or to terminate the agreement if:**
 - the other party does not fully or timely fulfil its obligations ensuing from the agreement;
 - after entering into the agreement, Vetipak has been informed that there are reasonable grounds to fear that the other party will not be able to fulfil its obligations;
 - on entering into the agreement, the other party has been asked to provide securities for the fulfilment of its obligations ensuing from the agreement and these securities are not provided or are insufficient;
 - as a result of delays on the part of the other party, Vetipak can no longer be asked to fulfil the original obligations as agreed upon in the agreement.
- In addition, Vetipak retains the right to terminate the agreement if circumstances arise which are of such a nature that fulfilment of the agreement has become impossible or if other circumstances arise which are of such a nature that unchanged preservation of the agreement cannot be reasonably asked of Vetipak.
- If the agreement is terminated, claims by Vetipak on the other party become immediately due and payable. If Vetipak suspends the fulfilment of obligations, it retains all rights according to the law and/or the agreement.
- If Vetipak proceeds to suspension or dissolution, it is in no way required to compensate resulting damages and costs.
- If the other party fails to fulfil its obligations ensuing from the agreement, and this failure justifies termination of the agreement, Vetipak is entitled to terminate the agreement with immediate effect, without any obligation on its part to pay any damages or compensation, while the other party, because of its default, is obliged to pay damages or compensation.
- If the termination is attributable to the other party, the other party is held to compensate the damages suffered by Vetipak, directly or indirectly, including expenses.
- If the agreement is prematurely cancelled by Vetipak, Vetipak will ensure that activities still to be carried out will be transferred to a third party in consultation with the other party, unless the cancellation is attributable to the other party. If Vetipak incurs extra costs for the transfer of these activities, these will be charged to the other party. The other party is obliged to pay these costs within the term specified, unless Vetipak indicates otherwise.
- In the event of liquidation, (an application for) a suspension of payment or bankruptcy, attachment – if and in as far as the attachment is not lifted within three months – to the account of the other party, debt restructuring or another circumstance interfering with free access to its capital on the part of the other party, Vetipak has the right to immediately and with immediate effect cancel the agreement, without any obligation on its part to pay any damages or compensation. All claims by Vetipak on the other party become immediately due and payable.
- If the other party fully or partially cancels the agreement, all goods ordered or prepared, increased with any supply, removal and delivery costs for those goods, and all work time reserved for the fulfilment of the agreement, will be charged to the other party in full.

Article 7 Force majeure

- Vetipak is not held to fulfil any obligation to the other party if Vetipak is being hindered due to circumstances that cannot be attributed to negligence, and which cannot be attributed to Vetipak according to the law, legal actions or generally accepted standards.
- In these terms and conditions, force majeure is, in addition to how it is understood in the law and in jurisprudence, understood to comprise all external causes, foreseen or unforeseen, which cannot be influenced by Vetipak, but which prevent Vetipak from fulfilling its obligations. This also includes industrial action at Vetipak or third parties. Vetipak also retains the right to invoke force majeure if the circumstance rendering (further) fulfilment of the agreement impossible occurs after Vetipak should have fulfilled its obligation.
- For the duration of the force majeure, Vetipak is allowed to suspend its obligations under the agreement. If this period lasts longer than two months, each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
- In as far as Vetipak has already partially fulfilled or will fulfil the obligations from the agreement after the force majeure occurs, and the work carried out has an autonomous value, Vetipak retains the right to separately invoice the part fulfilled or to be fulfilled. The other party is obliged to pay this invoice as if it were a separate agreement.

Article 8 Payment and collection costs

1. Payment must be made within 14 (fourteen) days of the invoice date, in a manner to be specified by Vetipak and in the currency of the invoice, unless otherwise specified by Vetipak. Vetipak is entitled to issue invoices periodically.
2. If the other party defaults in the timely payment of an invoice, the other party is deemed to be legally in default. In that event, the other party owes an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest is owed. The interest on the amount due will be calculated from the moment that the other party is in default until the moment of payment of the full amount owed.
3. Vetipak retains the right to use the payments made by the other party to firstly reduce the costs incurred, subsequently to reduce the interest still due and finally to reduce the principal amount and accrued interest.
4. Vetipak retains the right to refuse an offer for payment, without being in default, if the other party specifies a different order for the allocation of the payment. Vetipak can refuse full payment of the principal amount, if the outstanding and accrued interest and collection costs are not paid.
5. The other party does not have the right to deduct the amount owed to them by Vetipak, while Vetipak can set any claims by the other party against claims on the other party. Any objections against the amount invoiced do not suspend the other party's obligation to pay.
6. Vetipak retains the right to suspend the release of goods to the other party which ensues from the agreement entered into, until the other party has fully paid all moneys owed to Vetipak.
7. If the other party is in default or omission with regard to the (timely) fulfilment of its obligations, all reasonable costs incurred out of court to obtain payment are at the expense of the other party. The extrajudicial costs are calculated based on the collection practices usually applied in the Netherlands, which currently is the calculation method according to the Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten). If Vetipak has incurred higher expenses for collection, which were reasonably necessary, the actual costs incurred are eligible for reimbursement. Any legal and execution costs will also be recovered from the other party. The other party also owes the interest on collection costs due.

Article 9 Retention of ownership

1. All goods delivered by Vetipak under the agreement remain the property of Vetipak until the other party has properly fulfilled its obligations under the agreement(s) signed with Vetipak.
2. All goods delivered by Vetipak which fall under the retention of ownership, pursuant to paragraph 1, cannot be sold on by the other party and can never be used as payment, other than in the normal course of business. The other party is not entitled to pawn or pledge goods that fall under the retention of ownership in any way.
3. The other party is required to do anything that can be reasonably be expected of it to safeguard Vetipak's property rights.
4. If third parties seize goods delivered subject to retention of ownership or claim or want to claim any rights to these goods, the other party is obliged to inform Vetipak of this immediately.
5. The other party is obliged to insure the goods delivered subject to retention of ownership and to keep them insured against fire, explosion and water damage, and theft, and to submit this insurance policy to Vetipak for inspection on first request. In the event of an insurance pay-out, Vetipak shall be entitled to this money. In as far as required, the other party will offer Vetipak its full cooperation to do everything that is or proves to be necessary or desirable in this respect.
6. In as far as Vetipak wants to exercise the ownership rights mentioned in this article, the other party will in advance grant Vetipak and any third parties appointed by Vetipak unconditional and irrevocable access to all those areas where the property of Vetipak are kept and to take back these goods.

Article 10 Warranties, investigations and claims

1. All goods delivered by Vetipak comply with the usual requirements and standards, which can reasonably be expected at the time of delivery and which apply to normal use.
2. Every form of guarantee shall be voided if a defect is caused by or ensues from injudicious or inappropriate use of goods, or of use of the goods after the expiration date, improper and/or unconditioned transport, improper storage or maintenance of the goods by the other party and/or by a third party if, without written permission by Vetipak, the other party or third parties have modified or have tried to make modifications to the goods, if they have added elements which should not have been added or if they have processed or used the goods in a different manner than prescribed. In addition, the other party is not entitled to a guarantee if the defect is caused by or the result of circumstances which cannot be influenced by Vetipak, including weather conditions (such as but not limited to extreme rainfall or temperatures).
3. The other party is obliged to carry out an investigation, or have these carried out, as soon as the goods are made available to it by Vetipak or the relevant activities have been carried out. The other party is obliged to check whether the quality and/or quantity complies with what has been agreed and meets the requirements the parties have agreed to with that respect. Any visible defects must be reported in writing to Vetipak within 7 (seven) days of delivery. Any defects that are not immediately visible should be reported in writing to Vetipak immediately, but in any case within 7 (seven) days of discovery of the defect. The report should include a detailed description of the defect, to enable Vetipak to formulate an adequate response. The other party should offer Vetipak the opportunity to investigate the defect or complaint or have such an investigation carried out.
4. A timely complaint by the other party does not suspend its obligation to pay. The other party is still held to the purchase and payment of the other goods ordered.
5. If a defect is reported later, the other party is no longer entitled to repair, replacement or compensation.
6. If it is determined that an item is defective and the claim has been submitted in time, Vetipak will, within a reasonable time after the item has been returned or, if return of the item is not reasonably possible, after written notice of the defect by the other party, replace or repair the item or offer a suitable compensation to the other party, as decided at Vetipak's discretion. If the item is replaced, the other party is obliged to return the item to be replaced to Vetipak and to transfer ownership of that item to Vetipak, unless otherwise specified by Vetipak.
7. If it transpires that a complaint is unfounded, the costs incurred by Vetipak, including research costs, will be charged to the other party.
8. On expiry of the guarantee period, all costs for the repair or replacement of an item, including administration, shipping and delivery costs, will be charged to the other party.

Article 11 Liability

1. If Vetipak is deemed liable, this liability is limited to the stipulations in this article.
2. Vetipak cannot be held liable for damage of any kind, which are the result of Vetipak working on the basis of incorrect and/or incomplete information provided by or on behalf of the other party, or in the case of an incorrect colour or packaging.
3. If Vetipak is deemed liable for any damage, this liability is limited to the maximum of [the invoice value of] the agreement, or that part of the agreement which the liability applies to. In all instances, the liability of Vetipak is limited to the amount that Vetipak's insurer will pay out in that case.
4. Vetipak can only be held liable for direct damage. Direct damage is only considered to comprise the reasonable costs of determining the cause and extent of the damage, in as far as the establishment relates to damage in the sense of these terms and conditions, any reasonable costs incurred to have Vetipak's poor performance conform to the agreement, in as far as these can be attributed to Vetipak, and any reasonable costs made to prevent or limit the damage, in as far as the other party can show that these costs have led to a limitation of the immediate damage as referred to in these general terms and conditions.
5. Vetipak can never be held liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business stagnation.
6. Vetipak cannot be held liable for damage to stock held at the request of the other party in the event of a 'full - service' agreement.
7. The liability restrictions in this article do not apply to damage that is the result of an intentional act or gross negligence on the part of Vetipak.

Article 12 Indemnification

The other party hereby indemnifies Vetipak from any claims by third parties, who suffer damage in connection with the fulfilment of the agreement which cannot be attributed to Vetipak. If Vetipak receives a claim on account of a third party, the other party is required to provide Vetipak both extrajudicial and judicial support and to immediately do everything that is expected of the other party in that case. If the other party fails to take adequate measures, Vetipak is entitled to proceed on its own, without notice. All costs and damages on the part of Vetipak and third parties that are incurred as a result, will fully be at the expense and risk of the other party.

Article 13 Intellectual ownership/confidentiality

Vetipak retains all rights and powers it is entitled to under the intellectual property laws and regulations – also within the scope of the agreement. Vetipak is entitled to use the knowledge gained on its part by fulfilling the agreement for other purposes, provided that no confidential information of the other party will be made available to third parties.

Article 14 Applicable law and disputes

1. Dutch law applies to all legal relationships in which Vetipak is a party, also in those cases where a relation is partly or fully being executed abroad or if the party involved in the legal relationship is based abroad. The Vienna Sales Convention (C.I.S.G.) does not apply.
2. Disputes can only be settled before a competent judge of the jurisdiction where Vetipak has its offices, unless the law states otherwise. Vetipak retains the right to put the dispute before another judge deemed competent according to the law.
3. The parties will only go to the Court after they have tried their utmost to resolve the dispute by mutual consultation.

Article 15 Location of and changes to the terms and conditions

1. These terms and conditions have been deposited with the Chamber of Commerce in Brabant.
2. The version that applies to the agreement is the most recent version or the version that was applicable at the time the agreement with Vetipak was effected.
3. The Dutch text of the general terms and conditions is always leading.

