

General Terms and Conditions

1 Definitions

The following definitions are used in these General Terms and Conditions:

Acceptance	: The acceptance by the Buyer of the Supplier's Offer, to be qualified as the unilateral legal act of acceptance within the meaning of Section 6:217 of the Dutch Civil Code, as a result of which an Agreement within the meaning of Section 6:217 of the Dutch Civil Code has been concluded.
Agreement	: The existing and future trade agreement(s) between Supplier and Buyer, which are formed by means of offer and acceptance in relation to Supplier's Products.
AVG	: General Data Protection Regulation.
Buyer	: A natural or legal person who is registered in the trade register of the Chamber of Commerce and enters into an agreement with the Supplier.
Conditions	: The most recent version of the Supplier's General Conditions.
Days	: Working days, not being a rest day (Saturday or Sunday) or national holiday.
Ex Works	: In accordance with Incoterms.
Invoice	: A document containing an overview of the Products delivered by the Supplier.
Offer	: The Products offered and quotations issued by the Supplier, to be qualified as the unilateral legal act of offer within the meaning of Section 6:217 of the Dutch Civil Code.
Order	: All existing and future orders placed by Buyer with Supplier in respect of Supplier's Products.
Parties	: Supplier and Buyer.
Products	: All products offered and delivered by the Supplier.
Retention of title	: All Products delivered by the Supplier remain the property of the Supplier until the Buyer has fulfilled all payment obligations.
Supplier	: Pet Bros. Exclusive B.V.
Trade Agreement	: The Agreement.
VAT	: The product prices are exclusive of VAT.
Written	: Notification by post or e-mail.

2 Supplier Identity

Name	: Pet Bros. Exclusive B.V.
Address	: Dick Flemmingstraat 23, 5161CA Sprang-Capelle, The Netherlands
Phone number	: +31(0)88 011 11 33
Chamber of Commerce	: number 67777392
VAT identification	: NL857170016B01

3 Applicability

3.1 These Conditions apply to every Order, Agreement, delivery and Invoice.

3.2 The applicability of general terms and (purchase) conditions of the Buyer are hereby expressly excluded.

3.3 If at any time the Supplier agrees with the Buyer on a provision that deviates in whole or in part from what is stated in the Terms and Conditions, this deviation only applies to the relevant Agreement. In the event of a conflict between the text of the Conditions and the Agreement, the provision of the Agreement is leading in such a case.

3.4 The Conditions also apply to all Agreements concluded between the Supplier and the third party engaged and/or involved by the Supplier, which third party is engaged or involved for the purpose of the performance of the Agreement. The third party engaged or involved by the Supplier can - if addressed directly by the Buyer - invoke the Conditions against the Buyer.

3.5 If the Supplier does not (immediately) exercise its rights under the Agreement and/or the Conditions at any time, this will not affect its right and possibility to do so in the future for reasons of its own.

3.6 If one of the provisions of the Agreement or these Conditions proves to be null and void or voidable, the remainder of the Agreement and Conditions will continue to apply in full. The Parties will then enter into consultation to agree on a new provision to replace it, which provision must correspond as much as possible with the purpose and purport of the void or voided provision.

4 Changes

4.1 Changes must be agreed explicitly, In Writing and in advance by the Parties.

4.2 If the Buyer communicates a change in any other way, the risk for the implementation of the change will be borne by the Buyer.

5 Offer

5.1 Each offer from the Supplier is without obligation and is made on the basis of the prices and specifications applicable at the time of the offer, subject to typing errors and changes.

5.2 Offers are based on delivery under normal circumstances during normal working hours.

5.3 If a non-binding offer is accepted by the Buyer, the Supplier has the right to revoke the offer within 5 days after receipt of the acceptance without stating reasons.

5.4 An offer or quotation lapses if the product to which the offer or quotation relates is no longer available.

5.5 Supplier reserves the right to change Products. The Buyer cannot derive any rights from images and product descriptions, as can be seen on the Supplier's website or in its catalogues, brochures and other promotional material.

5.6 If the Supplier is requested to make an offer to the Buyer, but no Agreement is concluded on the basis thereof, the Supplier is entitled to charge the costs involved in making the offer to the Buyer.

6 Agreement

6.1 The Agreement means the Trade Agreement.

6.2 The Agreement between the Supplier and the Buyer is irrevocable at the moment that:

- a) Parties have agreed by means of offer and acceptance;
- b) Buyer has agreed to an Offer from Supplier;
- c) Buyer has placed an Order with Supplier;
- c) The Supplier has already started its (preparatory) activities and the implementation of the Agreement.

6.3 By entering into the Agreement, the Buyer warrants that it is sufficiently creditworthy to meet its obligations. In this context, the Supplier is authorized to obtain information from third parties with regard to the creditworthiness of the Buyer. The Supplier is entitled to attach conditions to entering into an Agreement with the Buyer, which may include: (full or partial) advance payment or other deviating payment terms, to which the Buyer agrees in advance.

6.4 (verbal) agreements made before or after the conclusion of the Agreement, whether or not made by a subordinate of the Supplier, are only binding on the Supplier after they have been confirmed to the Buyer in Writing.

6.5 The Supplier is authorized to engage third parties for the performance of the Agreement.

6.6 If several (legal) persons have committed themselves as Buyer, they are always jointly and severally liable towards Supplier for all, under the Agreement.

7 Data

7.1 The Buyer guarantees the correctness, topicality, completeness and reliability of the data and information provided to the Supplier by or on behalf of it.

7.2 Buyer shall provide Supplier with all information about the purpose for which the Products will be used, about the load to which those Products are exposed, about the method of processing and furthermore all information and other data, which Buyer can reasonably understand are necessary for the performance of the Agreement.

7.3 If information necessary for the performance of the Agreement has not been made available to the Supplier, or has not been made available on time or not in accordance with the agreements, the Supplier has the right to charge the costs incurred as a result and to suspend the performance of the Agreement.

8 Models / Illustrations

8.1 If the Supplier shows a model, sample or demo, this will only be done by way of indication. The Products to be delivered may deviate from the model, sample or demo and no rights can be derived from this.

8.2 The models, images, numbers, sizes, weights or descriptions included in the catalogues, offers, advertisements and/or price list are only shown as an indication and no rights can be derived from them.

9 Information / Advice

9.1 The information and advice stated on the website and in other statements by the Supplier are based on the use and/or processing of the Products in accordance with generally accepted craftsmanship and under normal circumstances, depending on the circumstances of the case.

9.2 The information and advice provided by the Supplier are of a general and indicative nature and do not bind the Supplier.

9.3 The information provided by the Supplier, including among other things: prices and specifications, is subject to typing errors and changes.

10 Delivery time

10.1 The delivery time stated by the Supplier is always approximate, unless expressly agreed otherwise in Writing. The supplier will respect the delivery time as much as possible, yet there is no strict deadline pursuant to Article 6:83 sub a of the Dutch Civil Code.

10.2 Exceeding the delivery time will not entail any default or liability on the part of the Supplier. In the event of a delay in delivery, the Supplier shall immediately notify the Buyer and inform it of the new delivery time.

10.3 The delivery time commences on the latest of the following times:

- a) the day on which the Agreement is concluded;
- b) the day of receipt by the Supplier of the information necessary for the performance of the Agreement (documents, data, permits, etc.);
- c) the day of receipt by the Supplier of any amount to be paid in advance by the Buyer in accordance with the Agreement.

10.4 If the term within which delivery will be made is expressed in days, a day is understood to mean a working day, not being a rest day (Saturday or Sunday) or national holiday.

10.5 Delivery takes place Ex Works of the Supplier, unless agreed otherwise in writing.

11 Standard delivery

11.1 The moment at which the Products are made available to the Buyer Ex Works shall be regarded as the moment of delivery and the moment at which the risk in the Products passes from the Supplier to the Buyer. This applies in full if the Buyer refuses or fails to take receipt of the delivery. At the time of delivery, the Buyer must check the Products for numbers, specifications and any defects and report this immediately in writing, failing which complaints in this respect will no longer be processed.

11.2 If the Products have not been purchased by the Buyer after the delivery period has expired, the Products will be stored for the Buyer, but at the expense and risk of the Buyer. The Supplier will not make the Products available to the Buyer until the additional costs of delivery or transport and storage have been paid by the Buyer. If the Products have not been collected by Buyer 30 days after the original delivery, Supplier shall be entitled to resell or destroy the Products at Buyer's expense. The Buyer will not be able to make any claim against the Supplier in that context.

11.3 An invoice, consignment note, delivery note or similar document provided with the delivery of the Products serves as proof of the delivery of the Products stated therein.

11.4 The Supplier is permitted to deliver Products that form part of the Agreement in parts (partially delivery)

12 Other Delivery

12.1 Delivery to an address to be designated by the Buyer, contrary to the previous article, will only take place if the Parties have reached agreement in advance about the additional costs and conditions associated with this.

12.2 The costs of delivery will be stated separately by the Supplier when concluding the Agreement. If this is not possible, the Supplier will provide the Buyer with data on the basis of which it can calculate the shipping costs.

12.3 The method of packaging, transport, shipment and the like, if no further instructions have been provided by the Buyer to the Supplier, will be determined by the Supplier, however without the Supplier - subject to its legal obligation to pay compensation - accepting any liability in this respect.

12.4 The delivery address designated by the Buyer must be easily accessible via the public paved road. There should be no traffic restrictions on this road. The Buyer must be present at the time of delivery to personally receive the Products. If possible, Products will be delivered on the ground floor over the first threshold of the delivery address, to be determined independently by the Supplier or by a carrier designated by it, failing which the Products will be delivered outside on the sidewalk next to the truck or delivery van. In that case, the Buyer is responsible for moving the Products to the delivery address. The Supplier does not accept any liability in this regard. If delivery to the delivery address designated by the Buyer is not possible, to be determined independently by the Supplier or by a carrier designated by it, a new delivery appointment will be scheduled. All additional costs incurred by the Supplier and/or a carrier engaged by it shall be borne by the Buyer.

12.5 In the event of delivery by the Supplier or a carrier designated by it, the risk of the Products passes to the Buyer at the time of delivery. This applies in full if the delivery fails. At the time of delivery, the Buyer must check the Products for numbers, specifications and any defects (including transport damage) and report this immediately in writing. If the Buyer fails to complain, any notification in this regard will no longer be processed.

12.6 In the event of delivery by a carrier designated by the Buyer, the risk in the Products will pass to the Buyer as soon as the Supplier hands over the Products to this designated carrier. When the Products are handed over by the Supplier, the carrier designated by the Buyer must check the Products for numbers, specifications and any defects and report this immediately in writing. If the Buyer fails to make a complaint, any notification in this regard will no longer be processed.

12.7 An invoice, consignment note, delivery note or similar document issued upon delivery of the Products serves as proof of the delivery of the Products stated therein.

12.8 The Supplier is permitted to deliver Products that form part of the Agreement in parts (partial deliveries).

13 Prices

13.1 The prices and quotations of the Supplier are leading, possible price changes reserved.

13.2 The prices of the Supplier are (in principle):

- a) based on the purchase prices, wages, wage costs, social security and government charges, freight, insurance premiums and other costs at the time of the date of the Offer or conclusion of the Agreement;
- b) based on delivery Ex Works from Supplier;
- c) excluding VAT;
- d) in Euro (any exchange rate changes will be passed on).

13.3 If, after the conclusion of the Agreement, but after the (whether or not partial) performance thereof, price increases occur in Supplier's cost factors, including changes in material and raw material prices, transport prices, exchange rates and currency, Supplier is entitled to adjust the price due by increase by a proportionate percentage.

13.4 Buyer cannot derive any rights from discounts granted (in the past) by Supplier.

13.5 The Buyer cannot derive any rights from a free delivery of Products, not even for a certain order value. If and insofar as the Supplier and the Buyer agree that a free delivery will be made on the basis of a certain order value and the Buyer is in default with payment of the relevant delivery, the Supplier will be entitled to add the costs for the relevant delivery to the collection costs.

14 Payment

14.1 Unless otherwise agreed In Writing, full payment upon order.

14.2 All payments from Buyer to Supplier shall be designated in order of due and payable for (1) costs, (2) interest and (3) principal sums.

14.3 In the event that payment by the Buyer, acting on the basis of an Agreement, is not made within the set term, this Buyer will automatically be in default and must pay the Supplier an interest payment equal to the statutory commercial interest as stipulated in Article 6:119a of the Dutch Civil Code. , as well as all extrajudicial costs to collect the claim, which extrajudicial costs are set at a minimum of 15% of the amount due, including interest, with a minimum of € 250.-.

14.4 In the event that the Buyer, acting on the basis of an Agreement, fails to meet its payment obligations due to unwillingness to pay or powerlessness, the Supplier is authorized to suspend deliveries or dissolve the Agreement, without prejudice to the Supplier's right to full compensation, including , but not exclusively, the costs for uncalculated or yet to be incurred shipping, collection or transportation costs.

14.5 Unlike the Supplier, the Buyer, acting on the basis of an Agreement, is not authorized to set off.

14.6 If a claim is disputed, the Buyer, acting on the basis of an Agreement, is not authorized to suspend payment obligations to the Supplier.

14.7 In the event that payment is not made by the Buyer within the set term and the Buyer fails to pay what is owed to the Supplier within the set term, the Supplier will send the Buyer a Written notice of default, stating:

- a) a term of 14 days within which the Buyer can still pay the claim;
- b) the amount that will be charged as compensation for the extrajudicial costs if the Buyer does not (still) pay within the aforementioned period;

14.8 After the period of 14 days, as referred to in the previous paragraph, has expired unused, the Buyer is in default and the Supplier is entitled to compensation of extrajudicial costs in accordance with the Scale of Extrajudicial Collection Costs, whereby a minimum amount of € 40.00 will apply. In addition, from that moment on, the Supplier is entitled to compensation of the statutory interest pursuant to Article 6:119 of the Dutch Civil Code.

14.9 If the Buyer is in default or in the event of liquidation, (application for) bankruptcy, permission of the Buyer for statutory debt rescheduling pursuant to the Natural Persons Debt Rescheduling Act, the Buyer being placed under guardianship, attachment or (provisional) suspension of payment of the Buyer, the from that moment onwards, all claims outstanding by the Supplier against the Buyer are immediately due and payable and the Buyer is obliged to inform the relevant Bankruptcy Trustee, Administrator or other involved (legally) authorized party about the Supplier's Retention of Title and to inform the Supplier thereof immediately, i.e. without any delay and to bring the Supplier into contact with the relevant Bankruptcy Trustee, Administrator or other involved (legally) authorized party.

14.10 The Supplier is at all times entitled before delivering or continuing with the delivery, in its opinion to demand advance payment or security for the fulfilment of the payment obligations of the Buyer.

14.11 In the event of partial deliveries, the Supplier is entitled to invoice these partial deliveries separately.

14.12 The Supplier may choose not to pass on shipping and/or transport costs to the Buyer if the Order is placed above a certain amount, but if payment obligations are not met, the Supplier is entitled to charge these costs.

15 Suspension / dissolution

15.1 The provisions included in this article apply because the relationship between the Parties is governed by a Trade Agreement.

15.2 The Supplier is entitled to dissolve or suspend the Agreement in whole or in part with immediate effect without judicial intervention, In Writing, without being obliged to pay compensation, and without prejudice to the right of the Supplier to demand performance, instead of dissolution or suspension, and without prejudice to its right to compensation if:

- a) the Buyer fails to fulfil its obligations and such default has not been remedied within 10 days after the date of dispatch of the notice of default;
- b) after the Agreement has been concluded, the Supplier becomes aware of circumstances that give good grounds to fear that the Buyer will not be able to fulfil its obligations under the Agreement;
- c) the Buyer applies for suspension of payment or that it is granted suspension of payment;
- d) the Buyer has filed for bankruptcy or the Buyer has been declared bankrupt;
- e) The Buyer applies for admission to the Natural Persons Debt Rescheduling Act (WSNP), or that it is granted admission to the WSNP;
- f) an attachment is levied on a substantial part of the Buyer's assets.

15.3 If the Supplier dissolves or suspends the Agreement on the basis of this article, then any claim of the Supplier against the Buyer is immediately due and payable and the Buyer will comply with Article 16 without any restriction.

16 Retention of title

16.1 All Products delivered by the Supplier, whether processed or unprocessed, remain the property of the Supplier until the Buyer has fulfilled all obligations under the Agreement.

16.2 The Buyer is not authorized to sell, pledge or otherwise encumber the Products subject to retention of title.

16.3 If third parties seize the Products delivered under retention of title or wish to establish or enforce rights thereon, or if a cooling-off period is to be introduced, the Buyer is obliged to inform the relevant third party (including, but not limited to, a Trustee, Administrator or other (legal) to inform the competent party about the Retention of Title and to inform the Supplier immediately, i.e. without any delay, and to bring the Supplier into contact with the Bankruptcy Trustee, Administrator or other involved (legally) authorized party.

16.4 The Buyer is obliged to set aside the Products delivered under retention of title with due care and as recognizable property of the Supplier and to store them until the relevant Products have been transferred to the Supplier.

16.5 As long as the Buyer has Products in its possession on which the Supplier can exercise its retention of title, the Buyer is obliged, at the Supplier's first request, without judicial intervention being required, to hand over the Products to the Supplier. The Supplier and its employees will then be entitled to enter the Buyer's premises in order - at the expense of the Buyer - to acquire actual possession of the delivered Products.

16.6 The Buyer undertakes to insure the interests of the Supplier in connection with the retention of title. The Buyer undertakes to compensate this interest in the event of a calamity and to assign its claim against its insurers to the Supplier at its first request. At the Supplier's first request, the Buyer will provide a statement of the relevant insurance company/companies and insurance conditions.

16.7 The Buyer has no right of retention vis-à-vis the Supplier in respect of the Products delivered by the Supplier.

17 Guarantee and complaints

17.1 The Supplier guarantees the soundness of the Products delivered by it in accordance with what the Buyer may reasonably expect on the basis of the Agreement, during the following period and under the following conditions.

17.2 The Supplier assumes towards the Buyer only the guarantee which the suppliers of the Supplier undertake towards the Supplier, entirely under the same conditions, with the guarantee period issued for the relevant Product.

17.3 The warranty period is not extended by warranty work and/or replacement deliveries in the context of the warranty.

17.4 The Buyer is obliged to check the conformity of the Products originating from the Supplier immediately upon delivery and to follow storage, unpacking, storage and usage advice.

17.5 Without prejudice to the provisions elsewhere in these Conditions, complaints from the Buyer regarding the non-compliance with the Agreement of the Products delivered by the Supplier and ensuing warranty claims will only be dealt with by the Supplier if and insofar as these complaints have been submitted to the Supplier in writing within a reasonable time, stating the nature of the defect. For a Buyer acting on the basis of an Agreement, a period of 48 hours after delivery applies as a reasonable time.

In the absence of a timely complaint, any claim against the Supplier will lapse.

17.6 Any complaints regarding numbers, specifications and any defects must be noted directly on the invoice, consignment note, delivery note or similar document provided, failing which the aforementioned documents will constitute compelling evidence against the Buyer.

17.7 Complaints regarding numbers, volumes and/or product types incorrectly ordered by the Buyer will not be accepted by the Supplier.

17.8 Complaints will not be processed if:

- a) there are minor deviations in quality, quantity, material, dimensions, colour and other deviations that are considered acceptable in the industry;
- b) there is a deviation of the Product based on an image in catalogues, brochures and other promotional material of the Supplier;
- c) a defect arises from a drawing, sketch, design, specification, material or information provided or made available by the Buyer;
- d) the Buyer has repaired or modified the Product itself or had it repaired or modified by third parties;
- e) the delivered Product has been exposed to abnormal circumstances, in the broadest sense of the word, or has otherwise been handled and maintained carelessly or contrary to the Supplier's instructions;

f) the Products have not been used in accordance with the documentation, instructions, manuals, etc. issued by the Supplier;

g) the Products have not been processed by the Buyer or third parties in accordance with generally accepted craftsmanship and/or under normal circumstances.

17.9 After receipt of a warranty claim, the Supplier will enter into discussions with the Buyer as soon as possible, after which the Buyer will, if desired, allow the Supplier to inspect the Products (or have them inspected) and the Supplier will provide a definite answer regarding the applicability of the warranty in the relevant case.

The Buyer is obliged to keep the Products about which the complaint has been made available to the Supplier, under penalty of forfeiture of any right to fulfilment, repair, dissolution and/or (damage) compensation.

17.10 If the Supplier comes to the conclusion that the guarantee cannot be invoked, it will inform the Buyer about this as soon as possible. The costs of the investigation from the previous paragraph may then be charged on to the Buyer by the Supplier.

17.11 If a complaint proves to be justified, the starting point is that the Supplier will repair or replace the Products within a reasonable period of time. Only if repair or replacement is not possible, or cannot be demanded from the Supplier, is the Buyer authorized to:

a) terminate the Agreement, unless the deviation is of minor significance and therefore does not justify termination with all its consequences; or

b) to reduce the payment of the invoice for the relevant product or Products on the basis of a credit note. A credit note is issued in proportion to the extent to which the Products deviate from the Agreement.

17.12 The Buyer who invokes the guarantee is not permitted to remedy the defect on his own initiative and/or by his own chosen party, failing which any form of guarantee will lapse.

17.13 Complaints about the prices charged or about invoices must be submitted to the Supplier In Writing within a reasonable period of no more than 8 days after the invoice date, stating a description of the nature of the complaint. Complaints submitted later regarding the charged prices and invoices will not be accepted.

17.14 A successful warranty claim will never result in any further right than that to repair, replacement or credit as stated in the previous paragraphs. Such a guarantee claim will not lead to any liability on the part of the Supplier for and/or its obligation to pay compensation for direct or indirect damage suffered, unless there is intent or wilful recklessness on the part of the Supplier.

17.15 Any defects concerning part of the delivered Products do not entitle the Buyer to reject or refuse the entire batch of Products delivered.

17.16 After discovering a defect in a Product, the Buyer is obliged to do everything that prevents or limits damage, expressly including any immediate cessation of use and processing.

17.17 No guarantee is given with regard to advice given by the Supplier, inspections carried out and similar activities.

18 Cancellation and compensation

18.1 Buyer may not cancel a given Order or Agreement concluded with Supplier. If the Buyer nevertheless cancels a given Order or an Agreement concluded with the Supplier in full or in part, it is obliged to pay the Supplier all costs reasonably incurred with a view to the execution of this Order or Agreement, the activities of the Supplier and the loss of profit by the Supplier increased by VAT, to be reimbursed to the Supplier.

19 Liability

19.1 In the event of an attributable shortcoming in performance on its part, the Supplier's liability is limited to the amount of the net invoice value (excluding VAT) of the relevant Agreement or, if partial deliveries have been agreed, the net invoice value (excluding VAT) of the partial delivery to which the damage-causing event relates. The Supplier's liability is in any case limited to the cover offered by the insurance.

19.2 The buyer is deemed to know the laws and regulations in his own country and to comply fully and without any restriction.

19.3 The Supplier is not liable for indirect damage, expressly but not limited to: trading loss, loss of profit, consequential damage, damage due to business interruption, immaterial damage, financial loss and personal injury, including all possible claims from third parties, in the broadest sense of the word.

19.4 The Supplier is never liable for damage to Products as a result of improper storage, processing, shelf life, use or maintenance by the Buyer or a third party.

19.5 The Buyer is obliged to indemnify the Supplier against all possible claims from third parties, including customers, in respect of alleged damage, for whatever reason, arising from or in connection with the Agreement and/or Products delivered.

20 Confidentiality and intellectual property

20.1 All information, in the broadest sense of the word, including but not limited to business information, that is aimed at specific characteristics of the Supplier's business or business (personnel, stakeholders, work process, procedure and pricing), provided by Supplier to Buyer, or observed by Buyer, in the context of negotiations or the Agreement is strictly personal and confidential.

20.2 All intellectual property rights with regard to Products originating from the Supplier, but also other items, such as logos, designs, working methods, models, images, drawings, photos, prototypes, printed matter, files and the like, are exclusively vested in the Supplier, one and other irrespective of the share in the realization thereof by the Buyer (or by third parties engaged by the Buyer).

20.3 The exercise of the intellectual property rights referred to above - publication, transfer, reproduction - is expressly and exclusively reserved to the Supplier, both during and after the performance of the Agreement.

20.4 The Buyer is not permitted to use the intellectual property rights and/or photographs or images of the Materials of the Supplier in or for any form of documentation and/or promotional purpose(s) for the Buyer and/or third parties without the Written permission of the Supplier.

21 Force majeure

21.1 The Supplier is not liable for any delay or shortcoming in the performance of the Agreement if this is the result of force majeure and therefore cannot be attributed to the Supplier.

21.2 The Supplier undertakes to inform the Buyer as soon as possible if a situation of force majeure occurs.

21.3 A non-attributable shortcoming on the part of the Supplier is understood to mean any circumstance independent of the Supplier - even if this could already be foreseen at the time of the conclusion of the Agreement - which renders fulfilment of the Agreement permanently or temporarily impossible, including in any case, but not exclusively understood:

- a) damage as a result of natural disasters and/or severe weather conditions (storm damage);
- b) war, danger of war and/or any other form of armed conflict including terrorism or threat thereof in the Netherlands and/or other countries that impedes the delivery of goods or raw materials;
- c) strikes, forced company closures, riots and any other form of disruption and/or hindrance caused by third parties, which impedes the delivery of goods or raw materials;
- d) loss of or damage to Products during transport;
- e) illness of one or more employees that are difficult to replace;
- f) legislative or administrative measures taken by governments that impede deliveries, including import and export bans;
- g) prohibition or impediment of delivery to the Supplier imposed by organisations, institutions, groups or

contractual forms of cooperation with which the Supplier is affiliated or of which it forms part;
h) defects and/or malfunctions in means of transport, production equipment or energy supplies;
i) fire or accidents in the Supplier's company;
j) non-delivery or late delivery to Supplier by suppliers;
k) stagnation in the supply of goods, raw materials and/or energy.

21.4 During the duration of the situation of force majeure, the Supplier will be entitled to suspend its obligations.

21.5 If the Supplier is prevented from (further) executing the Agreement due to force majeure of a temporary (longer than 3 months) or permanent nature, it is entitled to dissolve the Agreement without judicial intervention and without any obligation to pay compensation.

21.6 If the Supplier has already partially fulfilled its obligations in the event of a force majeure situation, the Buyer must pay the price due for this part to the Supplier.

22 General Data Protection Regulation (GDPR)

22.1 The Supplier collects and processes personal data in connection with the management of the relationship with the Buyer, the offer, the quotation, the order and the performance of the agreement. The personal data is kept strictly confidential and is only used for the above purposes. Buyer agrees that Supplier discloses personal data to its suppliers or to third parties, if this is necessary in the context of the aforementioned purposes.

The Buyer can indicate at any time by means of a written request to the Supplier that the Buyer's data from the files of the Supplier must be changed, supplemented or removed, as indicated in the privacy statement of the Supplier. This privacy statement forms an integral part of the Terms and Conditions.

23 Applicable law and competent court

23.1 The negotiations, Order, General Terms and Conditions and Agreement with the Supplier and the implementation thereof are exclusively governed by Dutch law.

23.2 The Buyer is at all times responsible for compliance with the laws and regulations in its own country with regard to the purchase and sale of products.

23.3 All disputes between the Parties will be submitted exclusively to the competent court of the Rotterdam District Court, Rotterdam location.

V1-2023 Pet Bros. Exclusive B.V.