

## **GENERAL SALES AND DELIVERY CONDITIONS**

*Mecan /*

### **1. Definitions**

In these General Terms the following definitions are used:

**Offer:** Products and quotations offered by MECAN, to be qualified as unilateral legal act to offer the supply of Goods as set out in Article 6: 217 Dutch Civil Code.

**Acceptance:** The acceptance by Buyer of the MECAN Offer, to be qualified as unilateral legal act of acceptance as set out in Article 6: 217 Dutch Civil Code, due to which there is an agreement as set out in of Article 6: 217 Dutch Civil Code is made. This acceptance does not have to be done in Writing.

**Ex works:** Delivery of the Products Ex Works MECAN, in accordance with the Incoterms 2010.

**Consumer:** Any natural person who executes an Agreement with MECAN , other than in the course of a profession or business. Unless otherwise set out in these General Terms , the definition Buyer also includes Consumer.

**Trade Agreement:** An agreement executed by and between MECAN and Buyer, not being a Consumer.

**Buyer:** The legal entity, or individual person, who issues an Order to MECAN for the supply of Products.

**Agreement:** All existing and future agreements between MECAN and Buyer with regard to the Assignment and the delivery of Products.

**Order:** All existing and future purchase orders from Buyer to MECAN related to the delivery of Products by MECAN.

**Parties:** MECAN and Buyer.

**Products:** All veterinary and / or other animal-related products and other items offered and supplied by MECAN.

**Written:** By mail or e-mail.

**MECAN:** Mecan the selling party.

**General Terms:** The most recent version of these General Terms of Sale and Delivery of MECAN, also filed with the Dutch Chamber of Commerce, under number: 10044031.

## 2. Identity

### 2.1

Name: Mecan

Visit and postal address: Dickflemmingstraat 23 (5161CA) Sprang-Capelle ,  
the Netherlands

Telephone number: 0031 (0) 24 6454576

E-mail address: [info @ mecan.nl](mailto:info@mecan.nl)

Chamber of Commerce number: 10044031

VAT identification number: NL807079509B01

### **3. Scope**

3.1 These General Terms apply to and form an integral part of all existing and future quotations, Orders and MECAN Agreements .

3.2 The applicability of any general (purchase) conditions of Buyer are hereby expressly excluded.

3.3 In the event of a conflict between the content of the General Terms and the Agreement, the provisions of the Agreement will prevail.

3.4 The General Terms also apply to all Agreements executed between MECAN and third parties engaged by MECAN, which third parties are engaged for the performance of MECAN's obligations under the Agreement. Third parties engaged by MECAN may invoke these General Terms against Buyer at any time.

3.5 If MECAN does not (at any time) exercise its rights under the Agreement and / or the General Terms , it does not constitute a waiver by MECAN of its rights and future rights under the Agreement and the General Terms.

3.6 If one or more of the provisions of the Agreement or these General Terms proves to be void or voidable, the remainder of the Agreement and the General Terms will remain in full force and effect. In such event Parties will discuss and agree in good faith in Writing upon a new provision for replacement, which provision shall be in line with the purpose and scope of the void, or voided provision as much as possible.

3.7 The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna, the 11th of April 1980 (see Treaty Publications 1981, nr 184) shall not be applicable.

3.8 MECAN is entitled to amend these General Terms unilaterally. Buyer is deemed to have accepted such change, if MECAN has not received a Written notice of protest from Buyer within fourteen days after the date of the Written notification of MECAN .

3.9 In case of a conflict about the interpretation of the General Terms, the Dutch text is binding.

### **4. Amendments**

4.1 Amendments of and deviations from the Agreement and the General Terms shall be agreed in good faith in Writing by the Parties. If Amendments are made in a different way, the risk of the implementation of such amendments shall be borne by Buyer.

4.2 MECAN reserves the right to change the text of the General Terms and will notify Buyer of this.

## 5. Offers of MECAN

5.1 All MECAN Offers are non-committal and are made on the basis of the prices and specifications applicable at the time of the Offer, subject to typing errors and changes. Offers are based on delivery under normal circumstances during normal working hours of MECAN.

5.2 If a non-binding Offer is accepted by Buyer, MECAN has the right to revoke the Offer within 5 days after receipt of the Acceptance without cause. For Buyer, being a **Consumer**, the different regime of article 18 Consumer Right of withdrawal applies.

5.3 MECAN reserves the right to make changes to its Products, displayed and described on its website and in its catalogue, brochures and other promotional material.

5.4 If MECAN is requested to make an Offer to Buyer, but no Agreement is executed after such request, MECAN shall be entitled to charge Buyer for the costs related to the issuance of the Offer.

## 6. Agreement

6.1 The Agreement between MECAN and Buyer is executed at the moment that:

1. a) Parties sign the Agreement, or;
2. b) Buyer has agreed to an Offer from MECAN ; or;
3. c) MECAN has already started its (preparatory) activities and the implementation of the

6.2 Orders and Acceptances of Offers by Buyer are irrevocable.

6.3 By entering into the Agreement, Buyer guarantees to be sufficiently creditworthy to meet the obligations under the Agreement. MECAN is authorized to obtain information from third parties regarding the creditworthiness of Buyer. MECAN is entitled to submit Buyer to additional finance conditions to enter into an Agreement with Buyer, which may include: (full or partial) advance payment or other deviating payment methods, which Buyer beforehand agree to declare.

6.4 Commitments made verbally prior to the execution of the Agreement, whether made by MECAN's officers bind MECAN only after Written confirmation by MECAN to Buyer.

6.5 MECAN is authorized to engage third parties for the performance of its obligations set out in the Agreement.

6.6 If several (legal) entities, and or individual persons are included as Buyer to the Agreement, they are always jointly and severally liable to MECAN for all obligations under the Agreement.

## **7. Data**

7.1 Buyer guarantees that the data and information provided by Buyer or on its behalf to MECAN are accurate, up to date, complete and reliable for the purpose of this Agreement.

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

7.3 In the event Buyer has not timely provided MECAN with the data and information reasonably necessary for the execution of and performance under the Agreement, MECAN will charge Buyer for the costs caused by such delay and MECAN is entitled to suspend all its obligations set out in the Agreement .

## **8. Models / Images**

8.1 If MECAN shows a model sample or demo, it is done as a matter of indication of a sample only. The Products to be delivered can deviate from the model, sample or demo and such showing does not constitute any rights for Buyer.

8.2 In catalogues, offers, advertisements and / or price lists included models, images, numbers, sizes, weights or descriptions are displayed as example only and do not constitute any rights.

## **9 Information / Advising**

9.1 Information and advice contained the website and in other statements of MECAN are based upon the use and / or processing of the Products according to generally applicable principles of workmanship and under normal circumstances.

9.2 The information and advice provided by MECAN are of a general and indicative nature and are not binding.

9.3 The information provided by MECAN , including but not limited to : prices and specifications, may contain typing errors and changes and therefore may be subject to correction.

## **10. Delivery date**

10.1 The indication of the delivery date by MECAN is at all times an estimation, unless explicitly agreed otherwise agreed in Writing. MECAN will respect the delivery date as much as possible, however, such delivery date is not of the essence and does not qualify as a drop-dead delivery date as set out in article 6:83 sub a of the Dutch Civil Code.

10.2 Late delivery of the Products does not constitute a default or any liability whatsoever of MECAN . In the event of a delay in delivery, MECAN will immediately notify Buyer and inform it about the new estimated delivery date.

10.3 The delivery date is set and will start at one of the following moments whichever is later:

1. a) date of execution of the Agreement;
2. b) the date of receipt by MECAN of the information required for the performance of its obligations set out in the Agreement (documents, data, permits and the like);
3. c) the date of receipt by MECAN of the amount which Buyer must to pay in advance in accordance with the Agreement.

10.4 If the delivery term is set in days, for the purpose of delivery a day means a working day for MECAN ,not being a Saturday or Sunday, or national holiday applicable to MECAN, or the third parties engaged by MECAN.

10.5 Delivery is ex Works MECAN Nijmegen, unless otherwise agreed in writing. The Incoterms 2010 shall be applicable on the delivery.

## **11. Standard delivery**

11.1 The date on which the Products have been made available to Buyer at the factory shall be the date of delivery and shall be the moment at which the risk related to the Products passes from MECAN to Buyer. This also applies if Buyer refuses or fails to accept the delivery. At the moment of delivery, Buyer shall check the Products for quantities, specifications and will notify any defects immediately in Writing to MECAN, by the absence

of which Buyer shall not have any claims against MECAN and will be deemed to have waived such claims for damages and losses.

11.2 If the Products have not been taken off by Buyer after the delivery date, the Products will be stored for Buyer, at his sole expense and risk. In such event MECAN, will make the Products available to Buyer not earlier than after the additional costs of transport and storage have been paid by Buyer. If the Products are not taken off by Buyer within 30 days after the date of delivery, MECAN is entitled to resell or destroy the Products at Buyer's expense. In such event Buyer shall not have any claims against MECAN and has waived any and all claims it may have against Buyer.

11.3 An invoice, bill of lading, delivery note, or any similar document provided to Buyer upon delivery of the Products, serves as proof of delivery of the Products.

11.4 MECAN is entitled to deliver Products under the Agreement in partial deliveries.

## **12. Supply by delivery**

12.1 Notwithstanding article 11 the supply of a Product through delivery at a location designated by Buyer, is only possible upon mutual Written consent of the Parties about the additional costs of such delivery and the related terms and conditions of such delivery.

12.2 The costs of delivery will be specified by MECAN in the Agreement. If this is not possible, MECAN will provide Buyer with data enabling Buyer to calculate the shipping costs to be paid by Buyer prior to the delivery.

12.3 The method of packaging, transport, dispatch of the Products and the like will be determined by MECAN, if Buyer has not provided MECAN with instructions to MECAN, but without any liability to MECAN whatsoever except for of MECAN's statutory mandatory obligation to pay compensation, if any.

12.4 The place of delivery designated by Buyer shall be easily accessible through a public road, whereas no transport restrictions are applicable on this road. Buyer shall be present to accept the delivery of the Products personally. If possible, Products are delivered on the ground floor over the first threshold of the delivery address, to be determined independently by MECAN or by a carrier designated by MECAN, by the absence of which the Products will be delivered to the pavement next to the delivery truck or van. In such event Buyer shall be responsible to move the Products into the designated delivery location without any liability of MECAN whatsoever. If delivery at the designated delivery address is not possible, at the sole discretion of MECAN, or by a carrier designated by MECAN, a new delivery date will be scheduled. All additional costs of MECAN and / or a carrier engaged by it shall be borne by Buyer.

12.5 In the event of authorized delivery of Products by MECAN or a carrier designated by it, the risk of the Products transfers to Buyer at the moment of delivery at such address. This is also applicable if the delivery fails. At the date of delivery, Buyer shall check

the Products for quantities, specifications and any defects (including transports ) and will immediately notify this in Writing, by the absence of which complaints related thereto will not be considered.

12.6 In the event of delivery by a carrier designated by Buyer, the risk of the Products already transfers to Buyer as soon as MECAN hands over the Products to this designated carrier. Buyer designated transporter r der shall upon delivery of the product by MECAN check the products on numbers, specifications and any defects and will notify MECAN immediately in Writing by the absence of which Buyer shall not have any claims against MECAN and will be deemed to have waived such claims for damages and losses.

12.7 An invoice, bill of lading, delivery note, or any similar document provided to Buyer upon delivery of the Products, serves as proof of delivery of the Products.

12.8 MECAN is entitled to deliver Products under the Agreement in partial deliveries.

### **13. Prices**

13.1 The prices and quotations of MECAN are binding, however MECAN may change prices.

13.2 The prices of MECAN are (in principle):

1. a)based on the purchase prices, salaries, salary costs, social and government charges, freight, insurance premiums and other costs at the date of the Offer or the execution of the Agreement;
2. b)based on delivery Ex works MECAN ;
3. c)excluding VAT ;
4. d)in Euro (any exchange rate changes will be charged to Buyer).

13.3 If, changes in costs as set out in article 13.2 occur after the execution of the Agreement and after the (possibly partial) implementation increases occur ( including but not limited to changes in material and commodity prices, transport prices, rates and currencies), MECAN is entitled to increase the price payable accordingly with a proportional percentage.

13.4 If there is an Agreement is executed with a Buyer, being a Consumer, MECAN will inform such Buyer promptly about the price increase, as described in the preceding paragraph 13.3 , which shall apply within three months after the execution of the Agreement, within three months by MECAN, whereas this Buyer , being a Consumer , will be entitled to dissolve the Agreement.

13.5 Discounts granted by MECAN in the past do not entitle Buyer to discounts, unless expressly agreed upon in Writing between MECAN and Buyer.

## 14. Payment

14.1 Unless otherwise agreed in Writing invoices shall be due and payable by Buyer within 14 days after the date of invoice. Failure of Buyer to offtake the Products, or complaints about the invoice do not affect Buyer's payment obligation.

14.2 All payments by Buyer to MECAN are designated in the sequence of time they became due to settle (1) costs, (2) interests and (3) principal amounts.

14.3 In the event that a payment by Buyer, not being a Consumer and acting on the basis of a Trade Agreement, does not take place within the payment term, Buyer is automatically in default and shall pay MECAN an interest payment equal to the statutory commercial interest as set out in Article 6. : 119a Dutch Civil Code and 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 € 250.00.

14.4 In the event Buyer, not being a Consumer and acting on the basis of a Trade Agreement, does not fulfil his payment obligations due to unwillingness, or incapacity to pay, MECAN shall be entitled to suspend deliveries and/or to dissolve the Agreement, without prejudice to the right of MECAN to full compensation of damages and losses. Unlike MECAN, Buyer, not being a Consumer and acting under a Trade Agreement, is not entitled to set off any claims it may have against MECAN. In the event of a claim of MECAN being contested, Buyer, not being a Consumer and acting under a Trade Agreement, is not entitled to suspend its payment obligations to MECAN.

14.5 In the event that payment by Buyer, being a **Consumer**, does not take place within the agreed payment term and such Buyer fails to pay within the payment term, MECAN shall send to Buyer, being a **Consumer**, a Written notice of default containing:

1. a) a term of 14 days within which Buyer can still pay the due and payable amount, and;
2. b) the amount that will be charged for extrajudicial costs if Buyer does not pay (yet) within the aforementioned period.

14.6 After the aforementioned period of 14 days, as referred to in the previous paragraph, has expired without payment, Buyer, being a Consumer, is in default and MECAN is entitled to compensation for extrajudicial costs in accordance with the Scale Extrajudicial and Collection costs, with a minimum of € 40.00. will apply. In addition MECAN is entitled to reimbursement of the statutory interest pursuant to Section 6: 119 of the Dutch Civil Code as of that date.

14.7 If Buyer is in default under the Agreement, or in the event of liquidation, (the application for) bankruptcy of Buyer, admission of Buyer to statutory debt repayment pursuant to the Debt Repayment of Natural Persons Act (Wet Schuldsanering Natuurlijke Personen), placed under curatorship by a court order, affected by an attachment of one or more of his assets, or affected by a moratorium of his outstanding payments as a result of a

court order, all amounts outstanding at MECAN Buyer become due and payable immediately.

14.8 MECAN is, at its sole discretion, entitled at all times to require payment in advance or security for fulfilment of Buyer's payment obligations prior to the delivery of Products , or the continuation of the delivery of Products.

14.9 In the event of partial deliveries under the Agreement , MECAN is entitled to invoice these partial deliveries separately.

## **15. Suspension / dissolution**

15.1 The provisions of this article apply only on transactions with Buyer not being a Consumer, and which transactions are governed by a Trade Agreement.

15.2 MECAN is entitled to dissolve an Agreement in whole or in part with immediate effect without judicial intervention upon a Written notice to dissolve the Agreement or suspend its obligations under the Agreement without any liability whatsoever , and notwithstanding MECAN's right to claim performance of Buyers' obligations under the Agreement and notwithstanding Buyers right to compensation for damages, if:

1. a) Buyer is in default of its obligations under the Agreement and such default has not been cured within 10 days after the date of the notice of default;
2. b) if MECAN has become aware or has been made aware after the execution of circumstances causing to MECAN reasonable doubt whether Buyer can fulfil its obligations under the Agreement;
3. c) Buyer applies for a moratorium of its payment obligations or that Buyer has been granted a moratorium of its payment obligations;
4. d) Buyer has been declared bankrupt;
5. e) Buyer applies for admission to the Debt Rehabilitation Natural Persons Act (WSNP), or that admission to the WSNP is granted to him;
6. f) a substantial part of the assets of Buyer is seized.

15.3 If MECAN dissolves or suspends the Agreement on the basis of this article 15, any outstanding amount of Buyer by MECAN against Buyer is immediately due and payable.

## **16. Retention of title**

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

16.2 Buyer is not authorized to sell, pledge or encumber the delivered Products and affected by the retention of title.

16.3 If third parties attach the Products delivered under retention of title or wish to establish or assert rights on such Products, Buyer shall notify MECAN as soon as possible.

16.4 Buyer shall store the Products delivered under retention of title with due care and as recognizable and identifiable property of MECAN .

16.5 As long as Buyer is in the possession of Products on which MECAN can exercise its right of retention of title, Buyer shall provide MECAN with such Products upon first request of MECAN without judicial legal intervention being required . MECAN and its employees are granted access to the premises of Buyer – and provide MECAN with the Products - at the expense of Buyer.

16.6 Buyer will procure an adequate insurance of the Products delivered under the retention of Title. In the event of a catastrophic event Buyer shall compensate MECAN for the value of the Products and will assign its claim on the insurance company on first demand . On first demand of MECAN, Buyer shall provide MECAN with the insurance certificate related to the insured Products.

16.7 Buyer will not be entitled to a right of retention to MECAN on the Products delivered by MECAN .

## **17. Warranty and notification**

17.1 MECAN guarantees the validity of the Products delivered by MECAN in accordance with what Buyer may reasonably expect based upon the Agreement, during the following period and under the following conditions.

17.2 MECAN assumes only the same guarantee obligations to Buyer as the obligations of Supplier of the Products has assumed to MECAN, with a maximum guarantee period of two years from the date of delivery, unless otherwise agreed in writing between the Parties.

17.3 The guarantee period is not extended on warranty work and / or replacement deliveries under the guarantee.

17.4 Buyer is obliged to check the Products originating from MECAN immediately upon delivery to the conformity thereof.

17.5 Without prejudice to the provisions specified elsewhere in these General Terms , complaints of Buyer related to failure of MECAN to comply with the Agreement and consequently invoking warranty claims against MECAN are only valid and enforceable against MECAN to the extent that such complaints have been notified at MECAN in Writing within a reasonable timeframe after the delivery of the Products and , stating the nature of the defect. For a Buyer, not being a Consumer and acting on the basis of a Trade Agreement, a

period of 48 hours after the delivery is deemed to be a reasonable timeframe. For Buyer, being a Consumer, a period of no more than 2 months, after this Buyer has discovered or reasonably could have discovered the defect, is deemed a reasonable timeframe. In the absence of a timely notice of defect, all claims against MECAN will expire automatically.

17.6 Any claims related to quantities, specifications and any defects must be notified immediately upon receipt of the invoice, consignment note, delivery note or other type of document, by the absence of which the aforementioned documents will provide binding evidence against Buyer.

17.7 Claims of Buyer related to erroneously ordered numbers, volumes and / or Products are not accepted by MECAN.

17.8 Claims of Buyer will not be processed further if:

1. a) there are minor deviations in quality, quantity, material, size, colour and other deviations that are deemed acceptable in the industry;
2. b) they relate to a deviation of the Product from an image in catalogues, brochures and other promotional material from MECAN;
3. c) a defect resulting from drawings, drafts, design, specification, material, or information provided by or made available by Buyer;
4. d) Buyer has repaired, modified the Product, or has the Products repaired by third parties;
5. e) the delivered Product has been exposed to abnormal circumstances, or has been handled without the duty of care, or has not been handled according to the instructions of MECAN;
6. f) the Products have not been used in accordance with the documentation, instructions, manuals, manuals etc. issued by MECAN;
7. g) the Products have not been not processed by Buyer or third parties according to generally applicable principles of workmanship and / or under normal circumstances.

17.9 Upon receipt of a warranty claim MECAN will contact and communicate with Buyer as soon as possible, and Buyer will give MECAN ample opportunity to inspect (have) the Products (inspected) and MECAN will inform Buyer about the applicability of the guarantee of such claim. Buyer shall keep the alleged Products available to MECAN for inspection, by the absence of which any right of Buyer to pursue compliance by MECAN, repair of the Products, dissolution of the Agreement and / or compensation for damages and losses will lapse.

17.10 If MECAN concludes that the guarantee obligations cannot be invoked by Buyer, it will inform Buyer as soon as possible. The costs of the investigation of MECAN related to the claim of Buyer will be borne by Buyer.

17.11 If a complaint proves to be justified, MECAN will repair or replace the Products within a reasonable period of time. Only when repair or replacement is not possible, or cannot be required from MECAN, Buyer is entitled to:

a) dissolve the Agreement, unless the deviation is of minor importance and therefore does not substantiate the dissolution of the Agreement; or

1. b) reduce the purchase price in proportion to the extent to which the Products deviate from the Agreement.

17.12 Buyer who invokes the warranty is not entitled to (remedy) the defect on his own initiative and / or by a third party selected by Buyer.

17.13 Complaints about the calculated prices and other complaints about invoices shall be submitted to MECAN in writing within a reasonable period of maximum 8 days after the invoice date, stating a description of the nature of the complaint. Complaints submitted after the aforementioned reasonable period after the date of invoice regarding the calculated prices and invoices are not accepted.

17.14 A successful warranty claim will not entitle Buyer to more than the exclusive and sole remedies of repair, replacement or crediting as set out in the previous paragraphs. Such warranty claims will not constitute any liability of MECAN to compensate direct or indirect damages, except for gross negligence or wilful misconduct of MECAN.

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

17.16 After Buyer has become aware of a defect in a Product, Buyer shall do everything which prevents or limits damage, including but not limited to any immediate discontinuation of use and processing.

17.17 No guarantee obligation shall apply on advice given by MECAN, inspections carried out and similar services.

## **18 Right of withdrawal at distance selling**

18.1 The provisions of this article shall apply on Agreements not being a Trade Agreement with Buyer, being a Consumer, an Agreement, which qualifies as a distance selling contract as set out in article 6:230g Dutch Civil Code, which includes an Agreement according to which Buyer being a Consumer executes an Agreement with MECAN through the web shop of MECAN.

18.2 The basis is that the Products originating from MECAN comply with the Agreement. Buyer is entitled to this.

18.3 Buyer is entitled to terminate the Agreement without cause, during a reflection period of 14 days and to invoke his statutory right of withdrawal. This reflection period starts on:

1. a) the day after receipt of the Products by Buyer (or a third party designated by it, other than the carrier); or

2. b) the day on which Buyer (or the designated third party other than the carrier) has received the last Product, if Buyer has ordered several products in one Order and delivered separately; or
3. c) the day on which Buyer (or an authorized third party other than the carrier) has received the last dispatch or has received the last part if the supply of products consists of multiple pieces.

The right of withdrawal may also be invoked prior to delivery of the Product.

18.4 The right of withdrawal does not apply if MECAN has delivered Products in accordance with specifications of Buyer, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision of Buyer (tailor made) and if the delivered Product is of an obvious personal nature, or the delivered Product cannot be returned to MECAN due to its nature.

18.5 During the reflection period, Buyer is obliged to handle the Products and everything which has been delivered with the duty of care. Buyer must be able to assess the nature, characteristics and function of the Products, to be able to remove the packaging material and the like. Buyer is liable for the decrease in value of the Products if such decrease has been caused by handling of the Product during the reflection period beyond what is necessary to determine the nature, characteristics and functioning thereof.

18.6 Buyer who wishes to invoke the right of withdrawal is obliged to notify this to MECAN within 14 days after the date of receipt of the Products by through a model form that MECAN has made available for this purpose, or an unambiguous Written statement to that effect.

18.7 MECAN will immediately confirm the receipt of the model form or the statement as set out in the previous paragraph to Buyer.

18.8 If Buyer invokes the right of withdrawal, the Product and all that has been delivered with it, shall be returned to MECAN as far as possible in its original condition and packaging, at the expense of Buyer within 14 days, or to substantiate that the Product has been returned in accordance with the reasonable and clear instructions given by MECAN.

18.9 Within 14 days after the date of receipt of the model form or certificate of Buyer MECAN shall, if Buyer had already paid the price of the Product, refund the purchase price (excluding delivery charges, unless Buyer expressly opted for delivery ex Works) through the same payment method as used by Buyer, unless Buyer has authorized MECAN to refund it differently.

18.10 If Buyer does not invoke the right of withdrawal within the reflection period, the Agreement becomes final and irrevocable.

## **19. Cancellation and compensation**

19.1 Buyer is not entitled to cancel an Order, or an Agreement executed with MECAN. If Buyer nevertheless fully or partially cancels an issued Order or an Agreement executed with MECAN, it shall compensate MECAN for all costs reasonably incurred by MECAN caused by (i) the execution of the Order or Agreement, (ii) the work of MECAN related to the Order, or Agreement with Buyer and (iii) the loss of profit by MECAN plus VAT.

## **20. Liability**

20.1 In the event of breach or default under the Agreement by MECAN the liability of MECAN 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. what the event causing the damage relates to. The liability of MECAN is in any case limited to the coverage that the insurance offers. Such liability restriction shall also apply for claims against MECAN based upon other legal causes such as but not limited to tortuous acts, or omissions of MECAN.

20.2 MECAN is not liable for indirect damage, including but not limited to: lost profits, consequential damages, damages for business interruption, immaterial damages, economic loss, and personal injury, including without limitation any claims of third parties.

20.3 MECAN is not liable for damage to Products as a result of improper storage, processing, use or maintenance by Buyer or a third party.

20.4 Buyer shall indemnify and hold MECAN, its directors, employees and agents harmless from any claims by third parties, including but not limited to customers, for damages and losses whether direct or indirect and related to the Agreement, and the use of the delivered Products.

## **21. Confidentiality and intellectual property**

21.1 All information, including but not limited to MECAN's information related to the business of MECAN (workflow, process and pricing, MECAN provided to Buyer for the purpose of the negotiations and the execution of the Agreement and any other information which by its nature is confidential, is considered to be strictly confidential and shall not be disclosed by Buyer to third parties without the prior Written consent of MECAN.

21.2 All intellectual property rights related to Products originating from MECAN, and other goods, designs, methods, models, images, drawings, photographs, prototypes, printing,

files and the like, are owned by MECAN, regardless of the participation of Buyer in the establishment thereof (or third parties engaged by Buyer).

21.3 The prosecution of the intellectual property rights as described above is reserved to the exclusive discretion of MECAN which includes disclosure, transfer, duplication and enforcement of such rights - both during and after the execution and implementation of the Agreement.

21.4 Buyer shall not use the intellectual property rights and / or photographs or images of MECAN material in or for any kind of documentation and / or promotional purpose (s) for Buyer and / or third parties without MECAN's prior Written consent.

## **22. Force Majeure**

22.1 MECAN is not liable for any delay or failure to meet its obligations set out in the Agreement if such delay or failure is caused by force majeure and therefore cannot be attributed to MECAN.

22.2 MECAN shall, if a situation of force majeure occurs, inform Buyer as soon as possible.

22.3 Force majeure shall mean any circumstances occurred independently from MECAN - even if such circumstances were already foreseeable at the date of the execution of the Agreement and as a result of which the performance of the obligations under the Agreement is permanently or temporarily impossible, which includes but is not limited to:

1. a) damage as a result of natural disasters and / or severe weather;
2. b) war, risk 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 products or raw materials;
3. c) strikes, forced business interruption, riots and any other form of disruption and / or obstruction caused by third parties, as a result of which delivery of goods or raw materials is impossible;
4. d) loss or damage to Products during transport;
5. e) illness of one or more key employees;
6. f) legislative or administrative dispositions by the government that impede deliveries, including import and export prohibitions;
7. g) prohibition or impediment of delivery to MECAN imposed by organizations, institutions, groups or contractual forms of cooperation to which MECAN is connected or of which it forms part;
8. h) lack of and / or disruptions in transport, production equipment or energy supplies;
9. i) fire or accidents at the MECAN company ;
10. j) non-delivery or late delivery to MECAN by suppliers;
11. k) interruption of the supply of goods, raw materials and / or energy.

22.4 For the duration of a force majeure event MECAN is entitled to suspend its obligations.

22.5 If, as a result of a force majeure event, MECAN is prevented from performing its obligations set out in the Agreement for a period of longer than 3 consecutive months, it is entitled to dissolve the Agreement without judicial intervention and without any liability to Buyer whatsoever.

22.6 If MECAN during a force majeure event has performed (part of) its obligations, Buyer shall pay the price for such part to MECAN.

### **23. General Directive on the protection of personal data**

23.1. MECAN collects and processes personal data of Buyer in order to properly manage the relationship between MECAN and Buyer and the execution and implementation of the agreement. The personal data are kept strictly confidential by MECAN and are only used for the above purposes. Buyer authorized MECAN to disclose such personal data to its suppliers or third parties, if such disclosure is necessary for the aforementioned purposes. Buyer may at any time request the managing director of MECAN in Writing to change, supplement or data, as set out in the privacy statement of MECAN (<https://www.veterinaryenterprises europe.eu/en/privacy-policy.html> ). This privacy statement is included in these General Terms by term of reference and forms an integral part of these General Terms.

### **24. Applicable law and competent court**

24.1 These General Terms and all Agreements with MECAN and are exclusively governed by Dutch law.

24.2 In the event Buyer has its registered domicile in a jurisdiction belong to the European Union all disputes between parties shall be finally and exclusively submitted to the competent court of the District Court of Rotterdam, Rotterdam location.

24.3 In the event Buyer has its registered domicile in a jurisdiction outside the European Union, all disputes between the Parties shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Amsterdam, the Netherlands and the arbitration proceedings shall be conducted in the English language.

*Please note that every order for medication is at your own risk. You must comply with the regulations of your country regarding the products ordered. Mekan / VHM BV is in no way liable for the delivery to your practice.*