

TERMS OF SALES AND DELIVERY

Article 1 Definitions:

Seller Buyer Agreement

: Coach for Animals/Woodschecker, the user of the conditions; : seller;
: the agreement between seller and buyer.

Article 2 Applicability

- 2.1 The provisions of these terms and conditions apply to each offer and agreement between seller and buyer after which seller has declared these terms being applicable, provided that these conditions are not expressly and in writing deviated from;
- 2.2 The applicability of the terms and conditions of buyer shall be expressly excluded unless the parties have agreed otherwise in writing. Where the terms and conditions of the parties apply both, if these provisions are contradictory to the terms and conditions of seller and buyer, the provisions under the terms and conditions of the seller prevail;
- 2.3 If one or more provisions in these terms and conditions are void or destroyed, the other provisions of these terms and conditions shall continue to apply.

Article 3 Offer, order and agreement

1. 3.1 Offers of seller in catalogues or other printed matter are completely free of obligations, in particular in terms of prices, delivery periods, sizes, dimensions, weights, composition content, colours, technical data, descriptions and Images. These are always provided as an approximate manner;
- 3.2 Agreements between seller and buyer are established by written acceptance (including data transmission) on the part of the seller.

Article 4 Prices

- 4.1 The prices of articles that are sold are those that were applicable on the day the agreement is concluded, unless the parties have agreed in writing otherwise;
- 4.2 Prices are based on free delivery with a surcharge for orders less than € 100.00 and are not exclusive sales tax (VAT) and excluding charges by the government, as well as excluding additional administrative costs and packaging, unless expressly otherwise agreed;

- 4.3 Seller may pass on price increases if price changes of more than 5 % occur between the time of offer/acceptance and delivery, for example, in respect of exchange rates, wages, raw materials, semi-finished products or packaging material.

Article 5 Delivery

1. 5.1 Delivery periods and delivery dates specified by the seller are the time limits and dates expected by the seller and are never fatal time limits, unless parties have agreed otherwise in writing;
 2. 5.2 Seller is authorized to supply part of an order in and to charge the sub-deliveries separately;
- 5.3 Delivery of articles will be done by means of transport at the seller's choice, unless the parties agreed in writing on any special means of transport;
- 5.4 Seller is always entitled to ship the goods cash on delivery;
- 5.5 Before proceeding with delivery or continuation thereof, the seller has the right to require the buyer to satisfy the seller that he will to meet his obligations to the full;
- 5.6 Buyer is obliged to purchase the goods at the time seller delivers or have them delivered to him or at the time when they are made available to him in accordance with the agreement;
- 5.7 If buyer refuses to accept the delivery or is negligent in providing information or instructions necessary for delivery, seller is authorized to store the articles for the account and risk of buyer.

Article 6 Unfeasibility of the Agreement/Circumstances beyond one's control

6.1 The seller has the right to suspend the fulfilment of his obligations in whole or in part (without being in default), if, as a result of circumstances which were not known to him at the conclusion of the purchase agreement, or which could not reasonably be expected, he is prevented from fulfilling his obligations. Such circumstances shall include failure to comply with their obligations by vendor suppliers; measures by the government; fire; failing of energy and/or water supply; transport problems; theft, loss of possessions, destruction or damage to assets; strikes or work stoppages;

6.2 If, on the basis of circumstances referred to in 6.1, the seller cannot continue to comply with the agreement or if the temporary impossibility has lasted for more than six months, the agreement will be terminated without any of the parties being entitled to compensation for the damage as a result thereof.

Article 7 Payment

- 7.1 Payment must be made by cash, direct debit, transfer, with debit card or within 30 days of invoice date in a manner to be indicated by seller in Euro's and buyer will not be entitled to a discount or compensation unless otherwise agrees on by the parties. Objections to the amount on invoices do not suspend the payment obligation;
 - 7.2 Seller is entitled, if agreed, to charge a 2% credit limit surcharge, which is not due upon payment within 30 days of invoice date;
1. 7.3 If buyer defaults the payment within the 30-day period, buyer is legally in default. Copper is also liable for a delay rate of 1% per month or part thereof, unless the statutory interest rate or the statutory trading rate is higher, in which case the highest interest rate applies. The interest on the claimable amount will be calculated from the moment the buyer is in default until the time of satisfaction of the full

amount;

- 7.4 In the event of liquidation, (application for) bankruptcy, authorisation of buyer to statutory debt restructuring under the Debt Restructuring Act
- 7.5 Natural Persons, seizure or (provisional) suspension of buyer payment, the seller's claims to purchaser are immediately recoverable; All payments will primarily deduct any costs due, then on interest due and on the earliest outstanding invoice, regardless of any other clause;
- 7.6 If buyer is at fault or in default in the (timely) fulfilment of his obligations, all reasonable costs of obtaining satisfaction extrajudicially will be on behalf of buyer. The collection costs are calculated in accordance with the collection rates as recommended by the Dutch Bar Association in debt collection cases, with a minimum of € 350.00.

Article 8 Reservation of ownership, intellectual property and lien

- 8.1 All seller-supplied items remain a seller's property until buyer has fulfilled all obligations from all agreements concluded with seller;
- 8.2 Buyer is not entitled to establish a lien or non-possessed lien on the property delivered by seller and commits to third parties wishing to establish such a right to declare at first the rights of seller to declare that he is not competent to establish a lien. Furthermore, buyer undertakes not to sign a deed establishing lien in the relevant cases, in which case buyer would be guilty of embezzlement;
- 8.3 Where buyer fails to fulfil any obligation from the agreement relating to items bought or work to be carried out to seller, the latter has a right to retake the items, both the items originally delivered and the newly formed. Buyer authorizes seller to enter the place(s) where these items are located;
- 8.4 Seller shall hand over to buyer at the time when buyer has fulfilled all its payment obligations from these and similar agreements, the ownership of the items delivered, subject to seller's lien, for other claims which seller has on buyer. Buyer will cooperate at first request of seller in transactions that are required in that context.
- 8.5 some products have been developed by Robert van Schie These products are intellectual property of R. van Schie, they may not be copied or recreated without permission.

Article 9 Dissolution

- 9.1 Seller is entitled to suspend the fulfilment of its obligations or to terminate the agreement if: - buyer does not fulfil its obligations under the agreement, whether or not in a timely manner;
- after concluding the agreement, give seller is informed of circumstances leading to suspecting that buyer will not, in a timely manner or not fully comply. In the event that there is some good reason to fear that buyer will only partially or not properly comply, the suspension is only permitted in so far as the shortcoming justifies it; - in concluding the agreement, the buyer has been asked to provide certainty for the satisfaction of its obligations from the agreement and that security is not sufficient. Once security has been lodged, the power to suspend will be delayed unless such satisfaction is unreasonably delayed;
- 9.2 Furthermore, the seller has the power to (do) terminate the contract if circumstances arise which are such that compliance with the agreement is no longer possible or cannot be requested by standards of

reasonableness and fairness, if circumstances arise which are such that unchanged maintenance of the agreement could not reasonably be expected;

- 9.3 If the agreement is terminated, the seller's claims on buyer will immediately be recoverable. If seller suspends compliance with the obligations, he retains his claims from the law and agreement.

Article 10 Warranty

- 10.1 Seller shall not grant any further or other guarantee regarding its items sold other than the guarantee granted thereto by the manufacturer of the items;
- 10.2 As long as buyer does not meet its obligations arising from the agreements concluded by the parties, he cannot invoke this guarantee provision.

Article 11 Claims

- 11.1 Buyer is held to examine or have examined the items at the moment of the delivery, or at least within 8 days after delivery. Buyer should examine whether quality and quantity of the items delivered correspond to that which has been agreed upon;
 - 11.2 If a model has been shown to buyer, it is meant to have been shown as an indication only, without the necessity deliver an exact copy, unless it was expressly agreed that the item would correspond to this. Deviations in colour can never give rise to any claim;
 - 11.3 Any visible deficiencies must be reported to seller within 8 working days after delivery and not visible defects within 8 days after discovery thereof, but at least within 3 months of delivery, the seller shall be notified in writing;
 - 11.4 Even if claim has been filed in a timely manner, buyer is required to purchase and pay the purchased items. If buyer wishes to return defective cases, this shall only be done with prior written consent of seller in the manner indicated by seller;
1. 11.5 Buyer must allow seller to investigate or have investigate the complaint;
- 11.6 Claims do not suspend payment obligations.

Article 12 Liability

- 12.1 If the items delivered by the seller are defective, the liability of seller to buyer is limited to the terms and conditions set out under "Guarantee";
1. 12.2 seller is not liable for damage caused by product(s) supplied
- 12.3 Failure to comply with advice or user of instruction use by purchaser in relation to the delivered, releases seller of any liability for damages caused as a result thereof;
1. 12.4 Seller is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage from business stagnation;
- 12.5 The restrictions of liability for direct damage contained in these terms and conditions do not apply if the damage is due to intent or gross negligence of the seller or his subordinates.

Article 13 Risk Transition

1. 13.1 The risk of loss or damage to the items subject to the agreement shall be transferred to buyer at the time when these items are delivered legally and/or in fact to buyer and thus in the power of buyer or a third party authorized by buyer;
2. 13.2 In case the user takes care of the transport of the items subject to this contract, this shall be entirely the responsibility and risk for the client.
3. 13.3 Buyer is aware that the product supplied is manufactured from natural materials and that the appearance thereof may change in the course of time, no guarantee is given on that aspect.

Article 14 Disputes

The court at the location of the seller is competent to take into account disputes in the case of exclusion. Nevertheless, the seller has the right to submit the dispute to a court of justice.

Article 15 Applicable law

Any agreement between seller and buyer shall apply to Dutch law. The Weens Purchase Treaty is expressly excluded.