



General Terms and Conditions of Belgica de Weerd B.V.

Article 1 - Definitions

In these General Terms and Conditions, the following terms shall have the meanings set forth below:

General Terms and Conditions Belgica de Weerd	These general terms and conditions of Belgica de Weerd B.V.; Belgica de Weerd B.V., registered in the trade register of the Chamber of Commerce under number 20082123, as well as all affiliated companies, provided that only the legal entity with which the Agreement is concluded enters into obligations towards the Customer;
Intellectual and Industrial Property Rights	All worldwide intellectual and industrial property rights, as well as all applications for such rights, including but not limited to patents, copyrights, trademark rights, design and model rights, database rights, trade name rights, neighboring rights, and any other intellectual property rights, or the right to obtain such rights through registration, application, filing, or otherwise;
Customer Agreement	The buyer who has concluded or wishes to conclude an Agreement with Belgica de Weerd; Any agreement concluded between Belgica de Weerd and the Customer regarding the sale of Products and any written additions and/or modifications thereto;
Parties Products	Belgica de Weerd and the Customer collectively; The goods, including but not limited to medicines and supplements for pigeons, that are delivered by Belgica de Weerd to the Customer under the Agreement;
In Writing Confidential Information	Communication via email, app, SMS, post, fax, or any other readable communication method where the message can be stored; Any information in any form (including oral, written, electronic, and visual information) related to the providing party's business that should reasonably be considered confidential, including but not limited to financial and commercial data, product information, Intellectual Property Rights, and know-how, as well as any information that by its nature should remain secret or is designated as confidential.

Article 2 - Applicability

- 2.1 These General Terms and Conditions apply to all negotiations, offers, and Agreements in which Belgica de Weerd sells and delivers products to the Customer and form an integral part of the Agreement.
- 2.2 If the Customer applies general terms and conditions, they are expressly rejected by Belgica de Weerd.
- 2.3 Belgica de Weerd has the right to unilaterally amend or supplement these General Terms and Conditions.
- 2.4 If these General Terms and Conditions are provided in a language other than Dutch, the Dutch version shall prevail in case of interpretation disputes.

Article 3 - Conclusion of Agreement

- 3.1 An Agreement between Belgica de Weerd and the Customer is established through the written acceptance of an offer by the Customer, the signing of a written Agreement by the Customer, or by Belgica de Weerd commencing the execution of the Agreement.
- 3.2 All offers and quotations from Belgica de Weerd are non-binding and are based on the prices and specifications applicable at the time of the offer and the information provided by the Customer.
- 3.3 Belgica de Weerd may revoke a non-binding offer within five (5) working days after receiving the Customer's acceptance.

Article 4 - Prices

- 4.1 All prices are:
 - a. Quoted in Euros;
 - b. based on purchase prices, wages, labor costs, social and government charges, freight costs, insurance premiums, and other costs applicable at the time of the offer;
 - c. exclusive of VAT, import duties, and other taxes and levies;
 - d. based on delivery of the Products at the Customer's location.
- 4.1 In case of price increases after the conclusion of the Agreement, including but not limited to changes in labor costs, taxes, social security charges, labor conditions, or exchange rates, Belgica de Weerd is entitled to adjust the price accordingly.

Article 5 - Payment

- 5.1 Unless otherwise agreed in writing, full payment of the purchase price must be made before the transportation of the Products. Belgica de Weerd is entitled to suspend delivery until payment is received. Any storage or removal costs incurred as a result shall be borne by the Customer.
- 5.2 Payment must be made by transfer to a bank account specified by Belgica de Weerd. The time of bank transfer receipt is considered the payment date.
- 5.3 The payment term is 14 days from the invoice date, unless specified otherwise in Article 5.1. of the General Terms and Conditions of Belgica de Weerd.
- 5.4 If the Customer fails to pay the invoice on time, the Customer is in default without further notice and owes statutory commercial interest on the full invoice amount.
- 5.5 The Customer is not entitled to suspend or offset payments.
- 5.6 Belgica de Weerd retains ownership of all delivered Products until full payment of all outstanding amounts, including interest and costs, is received. In case of non-payment, Belgica de Weerd has the right to reclaim the Products without prior notice. The customer has to cooperate if a reclamation of products is applicable.
- 5.7 The Customer may not use the Products subject to retention of title as security for any claims other than those of Belgica de Weerd.

Article 6 - Delivery

- 6.1 Unless otherwise agreed in writing, the delivery of the Products shall take place at the Customer's location. The Customer bears the risk of damage to or loss of the Products during transport, loading, and/or unloading, unless the Customer proves that the damage resulted from intent or gross negligence on the part of Belgica de Weerd (or its employees).
- 6.2 The Customer is obligated to adequately insure the Products during transport, at a minimum against the risks of theft, misappropriation, damage, and destruction.
- 6.3 All costs associated with transport to the agreed destination shall be borne by and at the risk of the Customer, including but not limited to costs for packaging, loading and unloading, transportation, insurance, customs, and import duties.
- 6.4 Belgica de Weerd shall package the Products properly.
- 6.5 Delivery shall be carried out using regular transport unless the Parties agree in writing, at the Customer's request, that delivery will take place via specialized transport (such as refrigerated transport). The additional costs for conditioned transport shall be borne by the Customer.
- 6.6 Agreed delivery times are indicative and not binding.
- 6.7 The Customer is obligated to provide all necessary cooperation, including accepting the Products or fulfilling other agreed-upon obligations.
- 6.8 If the Customer refuses delivery of the Products, they will be considered in default as of the moment of refusal. Belgica de Weerd will store the relevant Products at the Customer's expense and risk. Belgica de Weerd is not obligated to insure the stored Products.
- 6.9 Belgica de Weerd may suspend the fulfillment of an order if delivery is restricted by export regulations or if an export/import license has not been granted by the relevant authorities.
- 6.10 Belgica de Weerd reserves the right to deliver and invoice Products in partial shipments.

Article 7 - Inspection and Complaints

- 7.1 The Customer is obligated to inspect the Products upon delivery for any visible defects, including but not limited to scratches and dents. Any such defects must be reported to Belgica de Weerd in writing immediately, but no later than two (2) working days after discovery. The report must include a clear description, specifying the order number,



- product description, product number, and quantity. If the Customer fails to comply with this obligation, the Products shall be deemed accepted.
- 7.2 The Customer must report any defects other than those mentioned in Article 7.1 in writing to Belgica de Weerd within fourteen (14) calendar days after discovery or within fourteen (14) calendar days after the Customer could have reasonably discovered the defect. The report must include a clear description, specifying the order number, product description, product number, and quantity. If the Customer does not file a complaint within this period, they forfeit the right to claim those defects, and all related claims will expire to the extent legally possible.
 - 7.3 If Belgica de Weerd determines that the complaint is justified, the Customer shall grant Belgica de Weerd a reasonable period to, at its own discretion, either replace the defective Products or credit the purchase price of the defective Products.
 - 7.4 Complaints regarding an invoice must be submitted to Belgica de Weerd in writing within fourteen (14) calendar days from the invoice date. If the Customer fails to submit a complaint within this period, they forfeit the right to dispute the invoice, and all related claims will expire.
 - 7.5 Returns will not be accepted unless the Parties have expressly agreed otherwise in writing.

Article 8 - Customer Obligations

- 8.1 The Customer is obligated to provide Belgica de Weerd with all accurate and complete information necessary for the conclusion of the Agreement.
- 8.2 The Customer guarantees that, at the time of concluding the Agreement and upon delivery of the Products, they possess all required permits and/or exemptions necessary for receiving and trading the Products.
- 8.3 The Customer is responsible for complying with all requirements imposed by international, European, and national laws and regulations concerning the receipt and trade of the Products delivered by Belgica de Weerd, at their own expense and risk.
- 8.4 The Customer is required to fully cooperate in the event that Belgica de Weerd delivers a Product that, upon further inspection, does not meet quality standards and needs to be recalled.
- 8.5 The Customer is obligated to supply Belgica de Weerd's Products exclusively to end users, in compliance with the accompanying package inserts, user instructions, precautionary measures, and/or (government) regulations. Additionally, the Customer must provide the package insert, user instructions, and precautionary measures to the end user upon delivery of the Products.

Article 9 - Liability

- 9.1 Belgica de Weerd shall not be liable for any damages, whether direct or indirect, suffered by the Customer as a result of the delivered Products, including but not limited to damages arising from non-performance or tort, unless the damage was caused by intent or gross negligence on the part of Belgica de Weerd, or if Belgica de Weerd can be held liable under mandatory legal provisions on product liability.
- 9.2 Indirect damages within the meaning of this article include, but are not limited to: consequential damages, business damages, loss of profits, production downtime, delays, missed savings, contractual and non-contractual penalties, financial losses, and reputational damage.
- 9.3 Notwithstanding the above, if for any reason it is established that Belgica de Weerd is liable for damages to the Customer, the liability of Belgica de Weerd shall be expressly limited to the invoice amount of the Products, excluding VAT. Furthermore, liability shall in all cases be limited to the amount actually paid out or to be paid out by Belgica de Weerd's insurer, with any applicable deductible being disregarded.
- 9.4 The Customer indemnifies Belgica de Weerd against any claims from third parties against Belgica de Weerd.

Article 10 - Force Majeure

- 10.1 Belgica de Weerd shall not be liable in the event of force majeure. Force majeure includes, but is not limited to: illness and/or strikes of employees or auxiliary persons, failures on the part of suppliers, transporters, or other third parties involved in the Agreement, traffic disruptions, a virus outbreak, an epidemic, natural disasters, war or mobilization, restrictive government measures, fire and other accidents at Belgica de Weerd's business, unavailability of raw materials, as well as other circumstances that hinder the execution of the Agreement and are beyond Belgica de Weerd's control, to the extent that the (further) execution of the Agreement cannot reasonably be required.
- 10.2 If the force majeure situation lasts longer than three (3) months, both the Customer and Belgica de Weerd have the right to terminate the Agreement. Upon termination of the Agreement due to force majeure, Belgica de Weerd is entitled to compensation for the costs incurred and the work performed up to that point, in accordance with the terms of the Agreement.
- 10.3 Any claim by the Customer based on force majeure, except in the case of natural disasters, is excluded.

Article 11 - Termination

- 11.1 Belgica de Weerd has the right to fully or partially terminate the Agreement without prior notice of default or judicial intervention, without prejudice to its right to claim damages and/or to suspend its obligations under the Agreement, in the event that:
 - a. The Customer fails to fulfill, improperly fulfills, or fails to fulfill on time any obligation under the Agreement;
 - b. the Customer's assets or a portion thereof are subjected to a conservatory or enforcement seizure;
 - c. the Customer is declared bankrupt, (provisionally or otherwise) granted suspension of payment, transfers (part of) their business, is subject to a judicial debt restructuring arrangement, is placed under guardianship, or if the Customer's business is ceased or liquidated.

Article 12 - Confidentiality

- 12.1 Both Parties are required to maintain strict confidentiality regarding all Confidential Information received in connection with or as a result of the Agreement unless the disclosing Party has provided written consent for the receiving Party to share the information with a third party. The Parties shall implement the same security measures, duties of care, and safeguards that apply to their own internal information. They shall also inform their employees, personnel, and any third parties engaged by them who are involved with the Confidential Information of these obligations and ensure that they strictly comply with the provisions of the Agreement.
- 12.2 Confidential Information received by either Party shall not be disclosed, unless required by law, regulation, or an order or instruction from a competent authority.

Article 13 - Intellectual and Industrial Property

- 13.1 All Intellectual and Industrial Property Rights related to all Products of Belgica de Weerd, as well as all descriptions, models, and similar materials created or provided by Belgica de Weerd, shall remain the property of Belgica de Weerd, even if costs have been charged to the Customer. Belgica de Weerd shall be considered the creator, inventor, and/or designer of anything developed under the Agreement.
- 13.2 Belgica de Weerd has the exclusive right to apply for, register, and deposit any Intellectual Property Rights arising in connection with (the execution of) the Agreement in the relevant registers.
- 13.3 The Customer is prohibited from applying for, registering, or depositing Intellectual Property Rights that have arisen during the execution of the Agreement or are related to it, anywhere in the world, both during and after the term of the Agreement.
- 13.4 Belgica de Weerd may grant the Customer a (non-exclusive) license based on the Agreement, with the terms outlined in a separate license agreement.
- 13.5 If the Customer becomes aware of or suspects any infringement of Belgica de Weerd's Intellectual Property Rights, they must immediately notify Belgica de Weerd in writing.

Article 14 - Privacy

- 14.1 The (personal) data of the Customer that Belgica de Weerd receives under the Agreement shall be processed and stored by Belgica de Weerd in accordance with the General Data Protection Regulation (GDPR). The processing is necessary for the execution of the Agreement.
- 14.2 Personal data shall only be shared with third parties if required for the execution of the Agreement or if there is a legal obligation to do so. Agreements will be made with third parties to ensure that the data is not used for any other purposes.



BELGICA DE WEERD

Article 15 - Applicable Law and Dispute Resolution

- 15.1 All legal relationships to which these General Terms and Conditions apply shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG), Vienna, 11-04-1980 (Vienna Sales Convention 1980) is expressly excluded.
- 15.2 Any disputes between Belgica de Weerd and the Customer, arising from or related to individual orders and Agreements to which these General Terms and Conditions apply, shall be settled by the Court of Zeeland-West-Brabant, location Breda, Netherlands, unless a mandatory legal provision dictates otherwise. This is without prejudice to Belgica de Weerd's right to bring the Customer before any other competent court.

Article 16 - Final Provision

- 16.1 If any article or clause in these General Terms and Conditions is deemed null and void or unenforceable, the Parties agree to replace it with a new provision that closely aligns in content, scope, and purpose with the original provision.
- 16.2 The nullity or unenforceability of any article or clause in these General Terms and Conditions shall not affect the validity of the remaining provisions.

