

General Terms and Conditions of Delivery

1. Applicability

- 1.1 The term 'Veterinary Compounding' refers to the private company with limited liability Veterinary Compounding.
- 1.2 'Customer' refers to the contractual counterparty of Veterinary Compounding, including the representative(s), authorised representative(s) and/or legal successor(s) of the Customer.
- 1.3 'Terms and Conditions of Delivery' refers to these general terms and conditions of delivery. These Terms and Conditions apply to all obligations and legal relationships, however named, between Veterinary Compounding and the Customer on the basis of which Veterinary Compounding delivers products and/or services, hereinafter referred to, both individually and collectively, as 'product(s)', and/or makes available in any other way, from the moment the Customer sends an order to Veterinary Compounding.
- 1.4 Where the term 'agreement' is used in these Terms and Conditions, it also refers, as far as relevant, to the individual transaction and/or series of (consecutive) transactions arising from a (continuing performance) agreement.
- 1.5 The Customer may never invoke deviating (purchasing) terms and conditions, habits or customs.
- 1.6 If any provision of these Terms and Conditions is null and void or is declared null and void, the remaining provisions will continue to be fully effective and Veterinary Compounding and the Customer will engage in consultation to agree on new provisions to replace the null and void or declared null and void provisions, taking into account in so far as possible the purpose and meaning of the null and void or declared null and void provisions, taking into account the aim and purpose of the void or voided provisions as much as possible.

2. Offer and acceptance

- 2.1 Veterinary Compounding reserves the right to refuse orders from the Customer without stating reasons.
- 2.2 The Customer must have a veterinary need for the request for a pharmacy preparation based on the cascade regulation (Veterinary Medicines Regulation (EU) 2019/6, Articles 112, 113 and 114).
- 2.3 The order must contain additional information, including: a. the animal species for which the product is intended; b. the name of the animal; c. the name of the animal owner; d. the quantity to be delivered; e. the name and address of the responsible veterinarian; f. the date and signature for approval. If one or more of these details are missing from the order, Veterinary Compounding has the right not to process the order.

3. Prices

- 3.1 Unless expressly stated otherwise in writing by Veterinary Compounding, all quotations are subject to price changes.
- 3.2 Unless otherwise agreed in writing, those prices shall apply as last quoted by Veterinary Compounding at the time of delivery of the products.
- 3.3 Unless otherwise agreed in writing, the prices of Veterinary Compounding are based on the current price list and do not include VAT, taxes, levies, transport and insurance costs.
- 3.4 If, after the order has been placed, there is a change in market conditions or in the costs on which the prices are based, Veterinary Compounding will have the right to price adjustments. Changes in costs also include changes in foreign exchange rates resulting in changing cost prices for Veterinary Compounding.
- 3.5 In the event that Veterinary Compounding incurs additional costs that were not foreseen at the time of processing the order and/or that are due to a delay in delivery as a result of the (further) wishes or instructions of the Customer or as a result of any other circumstances for which Veterinary Compounding is not liable, these additional costs will be payable by the Customer in accordance with the details provided by Veterinary Compounding.



4. Delivery and Transfer of Risk

- 4.1 If the order is received by email on a working day before 1 p.m., the order will generally be processed and dispatched on the same day (with the exception of items marked "not available" and subject to the availability of raw materials). PostNL/VTS will deliver the order. PostNL/VTS is committed to delivering parcels to destinations in the Netherlands and Belgium on the next working day. Unless this cannot reasonably be expected of PostNL/VTS, deliveries will be made on all weekdays, with the exception of Sundays and recognised public holidays.
- 4.2 At the moment the products leave the pharmacy, except insofar as Article 11 of these Terms and Conditions stipulates otherwise, the ownership and risk of the products will transfer to the Customer.
- 4.3 For the processing and delivery of urgent orders by courier, a fee of €100 will be charged.
- 4.4 The Customer is required to check the products immediately upon delivery with regard to any shortages or visible damage.
- 4.5 Any shortages or damage to the products identified by the Customer upon delivery must be reported to Veterinary Compounding in writing.
- 4.6 Veterinary Compounding is entitled to deliver an order in multiple parts.
- 4.7 The specified delivery times are approximate. Veterinary Compounding is not liable for any form of damage resulting from non-delivery or late delivery of the products. In the event of a late delivery, the Customer is not entitled to (partly) cancel the order.

5. Target group / criteria

- 5.1 In order to safeguard the quality, safety and integrity of the products, Veterinary Compounding has set requirements for the status of the customer. Before proceeding with delivery, Veterinary Compounding will assess the Customer against criteria that Veterinary Compounding has established based on legal requirements and generally accepted principles of good veterinary pharmaceutical practice. As part of this assessment, Veterinary Compounding will require the Customer to declare a number of statements relating to these criteria. If the criteria are not met, the Customer will be excluded from delivery.
- 5.2 The Customer is not allowed to deliver products of Veterinary Compounding to third parties who are known to them or who they could reasonably suspect of not adhering to the criteria mentioned in Article 5.1, particularly third parties about whom the Customer has received notification that they have been excluded from purchasing Products by Veterinary Compounding (based on the aforementioned criteria).

6. Non-imputable failure

- 6.1 Non-imputable failure is defined as: any failure to (completely) fulfil the obligations arising from an order form as a result of circumstances beyond the control of the parties, and/or unforeseeable circumstances as a consequence of which the (full) performance of the contract can no longer reasonably be expected from Veterinary Compounding, all in accordance with Article 6:75 of the Civil Code. 'Non-imputable failure' includes, in any case: failure to fulfil obligations as a result of industrial action, excessive sickness absenteeism of Veterinary Compounding staff, transport issues, fire, natural disasters, pandemics, government measures, including import and export prohibitions, quota restrictions and operational disruptions at Veterinary Compounding, as well as any failure by suppliers to perform (on the due date) as a result of which Veterinary Compounding is unable to (fully) fulfil its obligations towards the Customer.
- 6.2 If it appears that (complete) fulfilment of the agreement is permanently impossible as a result of circumstances described in the first paragraph, or if it is anticipated that fulfilment will only be possible after a period of more than four weeks, parties shall be free to terminate the order prematurely, on the understanding that neither party shall be liable for any (subsequent) damage resulting therefrom.
- 6.3 The Customer shall pay Veterinary Compounding that part of the agreed fee that is proportional to the services provided prior to the moment when the circumstances described in the first paragraph occurred. The Customer shall have no right of suspension in this regard.



7. Intellectual and industrial property rights

- 7.1 Without prior written consent from Veterinary Compounding, the Customer is not permitted to use the trademarks, word and image logos or other intellectual and industrial property rights other than through the presentation of the products on which they are displayed, or through the use of promotional material made available to the Customer by Veterinary Compounding.
- 7.2 Unless expressly agreed otherwise in writing, all intellectual property rights or industrial property rights relating to all items, information and/or data developed and/or made available during the preparation and/or execution of the agreement, such as analyses and (technical) documentation, are vested exclusively in Veterinary Compounding.
- 7.3 The Customer states and guarantees that when preparing or executing the order, no infringements will be made relating to any third-party rights. The Customer indemnifies Veterinary Compounding against all claims in this regard. The Customer will compensate Veterinary Compounding for all damages payable by Veterinary Compounding resulting from such an infringement, this includes damages resulting from any party invoking such a right.

8. Liability

The liability of Veterinary Compounding is explicitly limited to the warranty obligation described in the following Article. Any additional or replacement compensation in any form whatsoever, as well as compensation for consequential loss in whatever form, is hereby excluded.

9. Warranties

- 9.1 Subject to the restrictions set out below and insofar as all the Customer's obligations (towards Veterinary Compounding) have been fulfilled, Veterinary Compounding warrants the soundness and quality of the products delivered and/or made available for a period limited to the indicated expiry date. If no expiry date is stated on the packaging/package leaflet, a warranty period of one year from the date of manufacturing shall apply.
- 9.2 The warranty does not cover the effects of improper storage, transport, handling and/or use or the effects of post-processing by the Customer, or by a party authorised by the Customer, including the end user.
- 9.3 The warranty is restricted to replacement of the Product or to replenishment of any shortfall.

10. Complaints and return of goods

- 10.1 Complaints must be made in writing at the earliest possible moment, stating the exact nature and grounds thereof, but no later than five (5) days after delivery.
- 10.2 Failure to comply with the period set out in the previous paragraph will result in the forfeiture of all claims against Veterinary Compounding regarding the warranty obligation.
- 10.3 Filing a complaint does not in any way exempt the Customer from its payment obligations towards Veterinary Compounding.
- 10.4 Preparations cannot be returned.
- 10.5 In exceptional cases, the returned goods may only be returned with the prior written consent of Veterinary Compounding, under the conditions to be set by Veterinary Compounding.



11. Retention of title

- 11.1 Veterinary Compounding retains all rights of ownership of the products delivered to the Customer until the Customer has paid any and all amounts owed to Veterinary Compounding for products and/or services delivered or to be delivered by Veterinary Compounding to the Customer under an agreement, as well as any amount payable for failure to perform under such agreement (including interest and costs). In case of overdue payment, Veterinary Compounding shall be entitled to retrieve the delivered products without any warning, notice of default or judicial intervention.
- 11.2 As long as Veterinary Compounding retains ownership of the products, the Customer may only make use of aforementioned products in the manner customary for its business.
- 11.3 Veterinary Compounding is at all times entitled to retrieve the products from the Customer or persons/entities in possession of the products, or have them retrieved, on the basis of the provisions of this Article if the Customer fails to meet its obligations. The Customer undertakes to cooperate to this end.
- 11.4 In the event of resale by the Customer of goods that have not yet been paid for, partly or in whole, the Customer shall hereby in advance transfer to Veterinary Compounding any claims arising from this resale against its buyer (the second buyer), which transfer shall then be considered to constitute (partial) payment. The Customer is under the obligation to provide Veterinary Compounding with the necessary information upon first request, to enable Veterinary Compounding to collect the due amount directly from the second buyer. The amount paid by the second buyer to Veterinary Compounding will be deducted from the total amount owed by the Customer to Veterinary Compounding. The Customer is also required to include the same retention of title in any resale as stated in this provision.
- 11.5 As long as the Customer has not fully met all its (financial) obligations towards Veterinary Compounding, all items produced in the execution of the order remain the inalienable property of Veterinary Compounding.

12. Invoicing and payment

- 12.1 Payment must be made after delivery, by direct debit, deposit or transfer to a bank or giro account designated by Veterinary Compounding, within 30 days of the date of invoice, unless otherwise agreed. The value date as recorded on the bank/giro account statement is decisive and is therefore considered to be the date of payment.
- 12.2 All payments made by the Customer shall primarily be used to settle the interest owed by the Customer and the collection costs and/or administration costs incurred by Veterinary Compounding, and shall then be deducted from the longest outstanding claim.
- 12.3 Complaints regarding the invoiced amount must be made within 5 days of the invoice date, in the absence of which the Customer will be assumed to have agreed to the invoice.
- 12.4 If the invoiced amount is not paid or not paid in full on the due date, or, in the absence thereof, within 30 days of the date of the invoice, the Customer shall be considered to be in default by operation of law and Veterinary Compounding shall be entitled, without any notice of default, to charge the Customer interest at a rate of 1.5% per month from the due date, as well as all judicial and extrajudicial costs incurred related to the collection of the claim. All claims of Veterinary Compounding against the Customer shall become immediately due and payable at that time.
- 12.5 Extrajudicial collection costs are set at 15% of the invoiced amount, including any credit restriction surcharge, unless Veterinary Compounding demonstrates that foresaid costs have been higher, in which case Veterinary Compounding is also justified to claim the additionally incurred costs.
- 12.6 All amounts charged to the Customer must be paid without discount or deduction. The Customer is not entitled to set off any claims, on any grounds whatsoever. The Customer is not entitled to suspend any payment to the Veterinary Compounding Pharmacy.



13. Applicable law

- 13.1 All orders and the execution thereof are exclusively governed by Dutch law.
- 13.2 The Dutch version of these general terms and conditions always prevails over any other language version thereof.

14. Disputes

If a dispute arises between Veterinary Compounding and the Customer with regard to these Terms and Conditions, parties will firstly strive to reach an amicable settlement. If they fail to reach such a settlement, the dispute will be exclusively submitted to the court of Utrecht.

15. Availability of the Terms and Conditions

These terms and conditions can be viewed on our website and are available upon request.

16. Limitation period

Any right of claim and/or defence against Veterinary Compounding shall be limited by the mere elapse of one year after the claim arose.

17. Confidentiality

Unless prior written consent has been given by Veterinary Compounding, the Customer is under the obligation to maintain confidentiality regarding all information obtained directly or indirectly related to the order in the broadest sense.

18. Protection of personal data

- 18.1 In the performance of the agreement by Veterinary Compounding, it may be necessary for Veterinary Compounding to process and store personal data belonging to the Customer. The Customer authorises Veterinary Compounding to process and store personal data and to make those available to third parties when this is necessary for the execution of the work.
- 18.2 Veterinary Compounding will take appropriate technical and organisational measures to protect the Customer's personal data against loss or unlawful processing. If and when engaging third parties, Veterinary Compounding will ensure compliance with the obligations set forth in Articles 18.1 and 18.2.
- 18.3 As processor of personal data, Veterinary Compounding will assist the Customer in complying with its obligation to report data breaches. Veterinary Compounding shall inform the Customer without delay (within 2 working days at the latest) after discovering a breach of personal data security, and the Customer shall fully cooperate with Veterinary Compounding in investigating and resolving the breach and the consequences thereof.

