

GENERAL

1. These General Terms and Conditions apply to all offers of goods and services, quotations and agreements of Rasa Stunning B.V. in Putten, Trade Register No. 866428379.

2. 'Services' shall be understood to mean: the performance of, amongst other things, installation, commissioning, maintenance, cleaning, disinfection and/or advisory work, as well as all deliveries of goods sold and/or supplied to the customer, where applicable as the purchaser, in accordance with these General Terms and Conditions. By entering into an agreement with Rasa Stunning, the customer waives any terms and conditions it may apply, however named, so that only the terms and conditions applied by Rasa Stunning apply to all our agreements.

3. All offers and quotations made by Rasa Stunning are non-binding. The agreement is only concluded upon written (order) confirmation by Rasa Stunning or upon actual performance by Rasa Stunning. Changes to orders are only binding on Rasa Stunning insofar as these changes have been confirmed in writing by Rasa Stunning or have actually been carried out by Rasa Stunning.

DELIVERY TIMES

4. Agreed delivery times shall never be regarded as a strict deadline, unless this has been expressly agreed. In the event of a delay in performance, Rasa Stunning must therefore be given written notice of default by registered post before Rasa Stunning is deemed to be in default.

PRODUCTS

5. All statements and/or information provided by Rasa Stunning regarding its goods and/or services shall be made to the best of its knowledge, but are not binding. Rasa Stunning expressly reserves the right to make deviations and/or changes of any nature and scope whatsoever.

PRICE CHANGES

6. Rasa Stunning is entitled at all times to amend the agreed rates and/or prices. In the event that Rasa Stunning incurs additional costs which were not foreseen at the time of the offer/quotation, and/or which are attributable to the customer, these additional costs shall be borne by the customer in accordance with Rasa Stunning's statement.

PRICES

7. All prices are exclusive of VAT unless expressly stated otherwise. Rasa Stunning is

entitled to pass on any change in the VAT rate to the customer.

TERMS OF PAYMENT

8. Unless expressly agreed otherwise, Rasa Stunning's invoices must be paid net cash within seven days of the invoice date. Any right to set-off is excluded. Rasa Stunning is entitled to charge a deposit or to require payment prior to delivery.

9. The customer is not entitled, on the grounds of alleged defects or shortcomings in the performance of agreements or for any other reason whatsoever, to refuse or suspend the fulfilment of their payment obligation.

DEFAULT AND INTEREST

10. If the customer fails to make payment within the specified period, the customer shall be in default by operation of law. The customer shall then owe interest at a rate of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. Interest on the amount due shall be calculated from the moment the customer is in default until the moment the full amount has been paid.

WARRANTY / CUSTOMER'S COOPERATION

11.1. Rasa Stunning guarantees the soundness of the goods and/or services it has delivered and/or made available, and undertakes to perform the agreement with the requisite care and expertise, and in compliance with the required certifications. In this regard, it is of the utmost importance that the customer follows all instructions provided by Rasa Stunning; failure to do so will result in the lapse of any claim or warranty.

11.2. The customer shall provide all necessary cooperation required for the proper performance of the agreement, including the provision of all required data, details and information.

11.3. The customer guarantees the accuracy of the data provided for the purpose of the performance of the agreement. Rasa Stunning has no duty to investigate this.

11.4. If Rasa Stunning provides services involving the deployment of third-party personnel or personnel of the customer, or where such personnel are present on the customer's premises, the customer shall ensure that the necessary safety measures and safety instructions are in place, and shall supervise compliance with those instructions.

11.5. The customer shall indemnify Rasa Stunning against all claims that a member of the customer's staff, or a third party deployed

on the customer's premises, may have against Rasa Stunning, whether or not based on employer's liability (Section 7:658 of the Dutch Civil Code), as a result of an accident at work suffered by that person.

11.6 The customer is obliged to inspect the services provided as soon as they have been performed and to determine whether the services have been carried out in accordance with the Agreement.

COLLECTION COSTS

12. In the event of non-payment or late payment, all legal proceedings and enforcement costs, as well as administrative costs and extrajudicial collection costs, shall be borne by the customer. The extrajudicial collection costs shall amount to at least 15% of the invoice amount, with a minimum of €250.00. Furthermore, all legal proceedings and enforcement costs, including all legal aid and solicitors' fees, shall be borne by the customer.

SECURITY

13. Rasa Stunning shall at all times be entitled to demand security for payment or advance payment, both before and after the conclusion of the agreement, in which case Rasa Stunning shall suspend performance of the agreement until such security has been provided and/or the advance payment has been received by Rasa Stunning.

RETENTION OF TITLE

14. All goods delivered remain the property of Rasa Stunning until full payment has been received from the customer for any delivery, including interest and costs.

TERMINATION

15. Rasa Stunning may, without being liable for any compensation as a result, terminate its agreement with the customer in whole or in part with immediate effect and without judicial intervention by registered letter, if:

- a) the customer applies for a moratorium on payments or for bankruptcy, or is declared bankrupt, or offers a composition agreement outside of bankruptcy, or any part of its assets is seized;
- b) the customer ceases its activities, ceases to pursue its statutory objective, resolves to wind up, otherwise loses its legal personality, or transfers or merges its business;
- c) the customer fails to fulfil, or fails to fulfil in a timely or proper manner, one or more obligations arising from the relevant agreement, and has not remedied this breach within seven calendar days of being given

written notice to do so by Rasa Stunning;
d) Rasa Stunning ceases the sale of the relevant goods or the provision of the relevant service. The provisions of this article are without prejudice to the other powers legally available to Rasa Stunning in the event of a breach of contract by the customer, such as the right to demand performance and/or full compensation.

FORCE MAJEURE

16. If, in the reasonable opinion of Rasa Stunning, performance by Rasa Stunning without default is or will be impossible as a result of force majeure, which is understood to mean a circumstance beyond its control, it shall be entitled to terminate the agreement in whole or in part, or to temporarily suspend the performance of the agreement, without being liable for any compensation. Force majeure includes, but is not limited to, transport bans, threat of war, war, insurrection, acts of war, strikes, boycotts, epidemics, outbreaks of contagious animal diseases, operational disruptions, disruptions to traffic or transport, disruptions to (data) networks, government measures, shortages of raw materials, natural disasters, fire, nuclear reactions, machinery breakdown and, in general, all circumstances under which full or partial performance of the agreement by Rasa Stunning cannot reasonably be expected.

17. If, upon the occurrence of the force majeure, Rasa Stunning has already partially fulfilled its obligations, or can only partially fulfil its obligations, it is entitled to invoice the part already delivered or the deliverable part separately, and the customer is obliged to pay this invoice as if it were a separate contract.

GENERAL LIABILITY

18. Rasa Stunning shall be liable for any direct loss suffered by the customer in connection with the performance of the agreement between the parties, insofar as such damage is the direct and exclusive consequence of an attributable breach by Rasa Stunning in the performance of that agreement. In such a case, compensation shall be payable for that damage against which Rasa Stunning is insured, or should reasonably have been insured, having regard to the customs prevailing in Rasa Stunning's sector. In such a case, the obligation to pay compensation is limited to the amount paid out by the liability insurer or which would reasonably have been paid out, plus the excess applicable to Rasa Stunning under the insurance policy or a reasonably comparable amount, but in any

event not exceeding the amount of the price stipulated for the agreement, excluding VAT.

19. Rasa Stunning shall not be liable for indirect damage, including but not limited to consequential damage, loss of profit, lost savings, personal injury, reduction in goodwill and damage resulting from business interruption.

20. In the event of damage resulting from wilful misconduct or deliberate recklessness on the part of Rasa Stunning (or its staff) during the performance of the agreement, the aforementioned limitations and exclusions of liability shall not apply.

21. Any claim for compensation against Rasa Stunning shall lapse 12 months after the claim arises, unless the customer has brought legal proceedings for compensation before the expiry of that period.

PROFESSIONAL AND RESPONSIBLE USE

22. Rasa Stunning and the customer are both obliged to comply with European and national regulations concerning animal welfare and the killing of animals, including Regulation (EC) No 1099/2009 of the European Parliament and of the Council. Rasa Stunning shall not be liable in any way for damage arising (in part) because the customer has failed to act in accordance with these regulations. The same applies to damage caused (in part) by the customer's failure to comply with the instructions set out in the installation and operating manuals provided by Rasa Stunning, or by inaccuracies and/or omissions in the information referred to in Articles 11.2 and 11.3.

23. In particular, the customer guarantees that equipment supplied by Rasa Stunning will be used exclusively by qualified veterinarians and by users certified by Rasa Stunning, and exclusively for the animal species and growth stages for which this equipment is authorised.

24. The customer indemnifies Rasa Stunning against any liability towards third parties arising from its order, as well as against any liability towards third parties in connection with the customer's use or inability to use the products sold by Rasa Stunning.

COMPLAINTS

25. Complaints regarding the supply of goods and services by Rasa Stunning must be brought to the attention of Rasa Stunning as soon as possible by registered letter, but in any event within eight days of the supply of the goods and services by Rasa Stunning, stating the reasons therefor; failing which, all rights of the customer against Rasa Stunning shall lapse.

APPLICABLE LAW AND DISPUTE RESOLUTION

26. Dutch law applies to every agreement and to these terms and conditions.

27. In the unlikely event of a dispute concerning the formation or performance of an agreement or the application of these terms and conditions, which the parties are unable to resolve amicably even after consultation, the competent court shall be the District Court of Gelderland, which shall have exclusive jurisdiction to hear the matter.

28. For non-Dutch-speaking customers, these General Terms and Conditions may be provided in translation. In the event of any discrepancy between a translation and the Dutch original, the Dutch version shall prevail.

Putten, 10 September 2024