

This English translation is provided for convenience only. The Dutch version prevails in the event of conflicts, discrepancies or inconsistencies between the original Dutch version and this translation.

Article 1: Definitions

In these General Terms and Conditions the following terms have the following meanings:

Treatment Contract: the contract (for services) between the Veterinary Practice and the Client for the provision of veterinary treatment, the supply and/or administration of medication and/or the provision of advice and/or the performance of (veterinary) Prepurchase Examinations.

Client: the owner of the Patient – and/or the person presenting the Patient – on whose instructions the Veterinary Practice performs the Treatment Contract.

Consumer: a Client and/or a Debtor who is a natural person not acting in the course of a profession or business.

Debtor: the person in whose name the Veterinary Practice issues the invoice.

Third Party: any natural person or legal entity undertaking work for the benefit of the Client, at their own risk and expense, that is not undertaken by the Veterinary Practice, for example because it falls outside the area of expertise of the Veterinary Practice. Examples include, without limitation, external laboratories, the Faculty of Veterinary Medicine, other veterinary practices, farriers, etc.

Veterinarian: a person who is authorized to practise veterinary medicine under the Dutch Animals Act (*Wet Dieren*) and is registered in the appropriate register, who is a member of the Royal Veterinary Association of the Netherlands (KNMvD) and who, on the Client's instructions, performs veterinary treatments and/or procedures and/or in that context, supplies and/or sells and/or administers medicines and/or provides other veterinary advice and services.

Veterinary Practice: the Veterinarian/s as defined above, as well as the practice run by the Veterinarian/s with the assistance of all (support) personnel, including but not limited to veterinarians, veterinary assistants, laboratory technicians, etc., whether or not on the basis of an employment contract, in whatever legal form and/or partnership.

Data: all recorded information relating to the Patient and the performance of the Treatment Contract, including copies, documents and other data carriers, such as patient files, X-rays and written reports.

Prepurchase Examination: the performance of any clinical and/or radiological and/or other type of examination of a Patient, if applicable on the basis of current regulations and/or protocols, resulting in an examination report and/or a description of a Patient's state of health.

Patient or the Animal: the Animal, Animals or groups of Animals presented by the Client for examination, guidance, treatment or Prepurchase Examination and/or the Animal, Animals or groups of Animals for which and/or for the benefit of which medicines are supplied and/or administered and/or other veterinary advice is given and veterinary services and procedures, including Prepurchase Examinations, are performed.

Corporate Customer: a Client and/or a Debtor that is a natural person or legal entity acting in the course of a profession or business.

Article 2: Applicability

- 2.1 These General Terms and Conditions apply to all offers and agreements, including Treatment Contracts, between the Veterinary Practice and the Client whereby the Veterinary Practice supplies goods and/or services of any nature and under any name to the Client, except as expressly otherwise stipulated in writing.
- 2.2 Any general terms and conditions of the Client do not apply and are expressly rejected by the Veterinary Practice.

- 2.3 Additional and/or varied terms and conditions are applicable between the parties only if the Veterinary Practice has expressly agreed to such additional and/or varied terms and conditions in writing.
- 2.4 In the event that other agreements, terms and conditions or regulations refer to a Veterinarian by name, for example as a certified (*geborgde*) Veterinarian, the Treatment Contract will nevertheless be deemed to have been concluded solely and exclusively with the Veterinary Practice and not with the Veterinarian, other employees and/or (support) personnel personally.
- 2.5 All rights and defences that a Veterinarian and/or a Veterinary Practice may invoke against a Client may also be invoked by a Veterinarian and/or a Veterinary Practice against a Debtor. Where relevant, the Treatment Contract and these General Terms and Conditions have effect vis-à-vis third parties.

Article 3: Formation of the contract

- 3.1 All offers and other communications from the Veterinary Practice regarding the conclusion of a contract are without obligation, except as otherwise stated in writing by the Veterinary Practice.
- 3.2.1 In the case of a Corporate Customer, the Treatment Contract with the Veterinary Practice is formed in a legally valid manner: (a) as soon as the Veterinary Practice has confirmed the offer in writing; or (b), if earlier, at the time when the Veterinary Practice has actually started to perform the contract, including the performance of procedures or the supply and/or administration of veterinary medicines.
- 3.2.2 In the case of a Consumer, the Treatment Contract is formed after: (a) the Veterinary Practice has informed the Consumer in a clear and comprehensible manner about the content of the contract and the applicable terms and conditions, and (b) the Consumer has expressly agreed to the Veterinary Practice's offer, except in the event of urgent veterinary care or a statutory treatment obligation.
- 3.3 If an offer to conclude a contract does not result in a final contract, the Veterinary Practice is always entitled to charge the Corporate Customer for all reasonable costs incurred by the Veterinary Practice in making the offer to the Corporate Customer.
- 3.4 The Veterinary Practice has the right to refuse to conclude a Treatment Contract with regard to a Patient presented to it for treatment or to conclude such a Treatment Contract only on certain conditions, if the Veterinary Practice is of the opinion that treatment of the Patient has no or an extremely poor chance of success, unless the Veterinary Practice is obliged under statutory and/or disciplinary regulations and/or rules of conduct to treat the Patient presented to it.
- 3.5 If the Client is not the owner of the Patient, the Client guarantees that he/she is acting on the owner's behalf and with the owner's consent. The Client expressly warrants that the owner: (a) agrees to the conclusion and performance of the Treatment Contract; (b) accepts the applicability of these General Terms and Conditions; and (c) agrees to the payment of all costs arising from the Treatment Contract. The Client indemnifies the Veterinary Practice and/or the Veterinarian from and against any claims by the owner if it transpires that the aforesaid consent has not been obtained (in full).

Article 4: Scope of contract

- 4.1 The Treatment Contract between the Veterinary Practice and the Client is concluded on a best efforts basis and does not entail an obligation to achieve a specific result. The Veterinary Practice undertakes to provide the agreed veterinary treatment and/or advice to the best of its ability and with the care that may be expected of a reasonably acting and competent veterinarian and, where applicable, to supply and/or administer medication in that context. No warranty is given regarding the intended outcome of the treatment.

- 4.2 The Veterinary Practice has the right to engage Third Parties to assist with the performance of the Treatment Contract.
- 4.3 The Treatment Contract may also involve the supply of veterinary medicines and/or the administration of veterinary medicines – insofar as permitted by law and subject to the provisions of Article 4.4 below – by the Client themselves, whether or not on the instructions of third parties, including administration on the instructions of public authorities. In such cases, the provisions of Article 8.8 also apply.
- 4.4 The mere fact that the Veterinary Practice is involved in the sale, supply and/or administration of veterinary medicines and/or provides assistance in this regard, does not relieve the Client and/or third parties of the obligations incumbent upon the Client and/or the relevant third party with respect to the Patient under the laws and regulations governing the administration and supply of veterinary medicines, including administrative obligations.

Article 5: Early termination of the contract; no-show

- 5.1 The Treatment Contract will in any event be terminated early for the following reasons, where applicable in addition to the specific legal grounds:
- termination by the Client. In the event of early termination, the Client will be deemed to have accepted the risks associated with premature termination of the Treatment Contract, including, in any event, the risks identified by the Veterinary Practice;
 - the death of the Patient;
 - termination by the Veterinary Practice for a compelling reason as referred to in Section 408(2) in Book 7 of the Dutch Civil Code, such as:
 - a situation where the Veterinary Practice cannot reasonably be expected to continue the veterinary treatment because, in the Veterinary Practice's reasonable assessment, there is no reasonable prospect (or no longer a reasonable prospect) of achieving the intended and/or desired outcome;
 - a situation where the relationship of trust between the Veterinary Practice and the Client has been seriously damaged.
- 5.2 If the Veterinary Practice terminates the Treatment Contract early (including giving notice of termination and cancellation), the Veterinary Practice will inform the Client accordingly in writing and explain its reasons to the Client, except if this is not possible or cannot be done in a timely manner.
- 5.3 If a contract is terminated early, the Client will be charged for the costs and expenses incurred and for the agreed fee on a pro rata basis, taking into account the work already carried out by the Veterinary Practice. If and to the extent that work is indivisible and it is therefore not possible to calculate a pro rata fee at the time of early termination, the Client will be liable to pay the full fee for the work in question.
- 5.4 If an appointment is not cancelled at least 48 hours in advance and the appointment does not take place for any reason, the Client will be liable to pay the costs and fee for the agreed veterinary treatment and/or advice and – where applicable – the costs associated with the medication to be supplied and/or administered in that context, plus any specific costs incurred by the Veterinary Practice, including VAT.

Article 6: Rates, fees and payment

- 6.1 The Veterinary Practice sets its rates and fees in accordance with its own price list, taking into account the nature, scope, duration and timing of the work to be carried out. The VAT due is always shown separately in the invoice. Consumers are informed of the applicable rates and fees in a clear and comprehensible manner before the work is carried out, unless the Veterinary Practice is required by law or regulations and/or in an emergency and/or in the best interests of the Animal to treat the Patient immediately. The Veterinary Practice may

require the Consumer to give their express consent, before the work commences, to an itemized estimate drawn up in advance. If any variations subsequently occur (for example, due to complications or the need for additional treatment), the Veterinary Practice will inform the Consumer of this in a timely manner and seek the Consumer's consent, unless this is precluded by the urgency of the situation, by laws and regulations, and/or by the Animal's interests.

- 6.2 The Veterinary Practice has the right, where appropriate, to require the Client to pay a deposit before the Veterinary Practice carries out its work and not to commence work until the Veterinary Practice has received the deposit, unless the Veterinary Practice is obliged under statutory and/or disciplinary regulations and/or rules of conduct to treat the relevant Patient immediately.
- 6.3 If payment is not made in cash, the term of payment is 14 days from the invoice date. If a Corporate Customer wishes to make non-cash payments, the Veterinary Practice may charge a reasonable administrative fee.
- In the event of late payment, the Debtor will be in default by operation of law immediately upon the expiry of the term of payment. The Debtor will then be liable to pay interest on the amount outstanding, in the case of a Corporate Customer at the statutory interest rate for non-consumer transactions (Section 119a in Book 6 of the Dutch Civil Code) and in the case of a Consumer at the statutory interest rate for consumer transactions (Section 119 in Book 6 of the Dutch Civil Code).
- 6.4 A Debtor who is a Corporate Customer is not entitled to suspend any (payment) obligation to the Veterinary Practice. A Debtor who is a Corporate Customer is not entitled either to set off, for any reason, amounts that have been and/or are charged by the Veterinary Practice.
- 6.5 If a Debtor who is a Corporate Customer is in default and the Veterinary Practice initiates a debt collection procedure, the Debtor in question will be liable to pay in full not only the amount due and the interest accrued thereon, but also the judicial and extrajudicial debt collection costs, including all legal costs, regardless of whether these exceed the standardized rate for legal costs (*liquidatietarief*). If a Consumer is in default, the laws and regulations in force from time to time apply to the payment of judicial and extrajudicial costs.
- 6.6 The Veterinary Practice reserves the right to charge the Client for any associated additional costs if, following the completion of veterinary treatment, the Client fails to collect the Patient from the Veterinary Practice, or fails to do so in a timely manner, and the Client has allowed a period set by the Veterinary Practice to expire without taking action.
- 6.7 Payments made by the Debtor will be applied first to the costs due, then to the statutory interest for consumer or non-consumer transactions, after which payments will be applied to the oldest outstanding invoice until all invoices have been settled.

Article 7: Complaints

- 7.1 The Client is obliged to inspect the services provided and/or goods supplied by the Veterinary Practice, including medication, without delay for any immediately apparent defects and/or shortcomings.
- 7.2 If the Veterinary Practice applies the KNMvD Complaints Regulations (*Klachtenreglement KNMvD*) adopted by the Royal Veterinary Association of the Netherlands, the Client may use those complaints regulations. If the website of the Veterinary Practice does not state that it applies the KNMvD Complaints Regulations, then, in principle, the Complaints Regulations do not apply. At the Client's request, the Veterinary Practice will state whether it does, or wishes to, apply the KNMvD Complaints Regulations.
- 7.3 Without prejudice to the provisions of the KNMvD Complaints Regulations, if applicable, the Client must notify the Veterinary Practice (preferably in writing) of any complaints regarding the services provided within 45 days of the Veterinary Practice

having carried out the work. If this 45-day period is exceeded, any claim against the Veterinary Practice in respect of any defect and/or alleged shortcoming will lapse, unless the defect and/or shortcoming could not reasonably have come to light within this period. This provision does not apply to Consumers, who are subject to the statutory regime.

- 7.4 In the event of a defective service, the Veterinary Practice is entitled to subsequently perform the service correctly within a reasonable period of time, provided that rectification is still possible. To this end, the Client must serve written notice of default upon the Veterinary Practice, specifying a reasonable period within which the matter is to be rectified. The Veterinary Practice will not be in default until after this period has expired without the matter being rectified properly or at all.

Article 8: Liability

General

- 8.1 The Veterinary Practice is required to take out professional indemnity insurance.
- 8.2 If the Veterinary Practice and/or the Veterinarian are liable to the Client in any way, such liability is limited to the amount recoverable in the case concerned under the professional indemnity insurance policy taken out by the Veterinary Practice and/or the Veterinarian plus the applicable excess, except in case of wilful intent or gross negligence on the part of the Veterinary Practice and/or the Veterinarian. This amount is stated in the Veterinary Practice's insurance policy, a copy of which will be provided to the Client upon request.
- 8.3 The Veterinary Practice and/or the Veterinarian are not liable to a Corporate Customer for any indirect loss or damage whatsoever. This includes, without limitation: (a) consequential loss or damage, (b) lost profit, (c) unrealized savings, (d) loss or damage as a result of interruption of business operations or production interruptions, (e) loss or damage as a result of loss of data or reputation damage. This exclusion of liability applies regardless of how the loss or damage was caused, except in case of wilful intent or gross negligence on the part of the Veterinary Practice and/or the Veterinarian.
- 8.4 The contract is performed solely for the benefit of the Client. Third Parties cannot derive any rights from the contract and its performance. All rights and defences that a Veterinarian and/or a Veterinary Practice may invoke against a Client may also be invoked by a Veterinarian and/or a Veterinary Practice against a Debtor. Where relevant, the Treatment Contract and these General Terms and Conditions have effect vis-à-vis third parties.
- 8.5.1 The Veterinary Practice is not liable for any errors, shortcomings or negligence on the part of Third Parties carrying out work at the Client's request or on the Client's behalf, regardless of whether these Third Parties were engaged directly by the Client or through the mediation of or referral by the Veterinary Practice.
- 8.5.2 A Corporate Customer fully indemnifies the Veterinary Practice from and against any claims by third parties, in whatever form, arising directly or indirectly from the performance of the Treatment Contract and/or the engagement of Third Parties at the Corporate Customer's request.

Special provisions

Prepurchase Examinations:

- 8.6 If a veterinary Prepurchase Examination is carried out at the Client's request, the following provisions apply in addition to (and, where applicable, in derogation of) the preceding Articles:
- 8.6.1 The Prepurchase Examination relates exclusively to the Animal's health aspects for which the Patient is specifically assessed by the Veterinarian and/or the Veterinary Practice. The Prepurchase Examination may not give rise to any conclusion and/or opinion and/or guarantee regarding the Animal's overall and/or future state of health. Furthermore, no guarantee or undertaking of any kind is given regarding the

state of health, use and/or suitability for slaughter of the Animal in question.

- 8.6.2 The Prepurchase Examination provides a snapshot of the Animal's state of health at the time of the Prepurchase Examination. The assessment recorded in the examination report is a personal assessment of the Veterinarian, based in part on personal experience or the experience of any colleagues consulted. The Client is obliged to provide the Veterinarian before the start of the Prepurchase Examination with a full and truthful account of all information from the Animal's veterinary history that is relevant to the assessment. This includes at least information about previous surgical operations, use of medicines, known medical conditions, behavioural abnormalities, injuries, and past or current treatments and therapies. The withholding of information by the Client may affect the reliability of the assessment and relieves the Veterinary Practice and/or the Veterinarian of liability for any inaccuracies resulting from the provision of incomplete information.
- 8.6.3 The Veterinary Practice and/or the inspecting Veterinarian will not be liable in any way for any incorrect or incomplete assessment of an Animal's state of health during an Prepurchase Examination, if and insofar as such assessment has been influenced by the administration of performance enhancing or pain relieving medication by third parties, i.e. persons other than the inspecting Veterinarian.
- 8.6.4 The inspecting Veterinarian and/or the Veterinary Practice are not liable to Corporate Customers for any loss or damage – expressly including financial and consequential loss or damage – caused by the performance of the Prepurchase Examination or by inaccuracies and omissions in the drafting of the examination report, unless it is established that such loss or damage is due to wilful intent or gross negligence on the part of the inspecting Veterinarian.
- 8.6.5 If the Veterinary Practice and/or the Veterinarian are liable to the Client in any way, such liability is limited to the amount recoverable in the case concerned under the professional indemnity insurance policy taken out by the Veterinary Practice and/or the Veterinarian plus the applicable excess, except in case of wilful intent or gross negligence on the part of the Veterinary Practice and/or the Veterinarian. This amount is stated in the Veterinary Practice's insurance policy, a copy of which will be provided to the Client upon request.
- 8.6.6 Only the Client has a right of action against the inspecting Veterinarian and/or the Veterinary Practice; no one other than the Client may derive any right to compensation from the examination report.
- 8.6.7 If the Client and/or a third party take/s the view that the Animal's state of health at the time of an Prepurchase Examination is not accurately reflected in the relevant examination report, he/she must notify the other party (for example, the seller or buyer in the context of a sales agreement) accordingly in writing within a reasonable time of discovery and, where applicable, hold the other party liable or claim compensation from the other party. At the same time, a copy of such notification must be provided to the inspecting Veterinarian and the Veterinary Practice without delay. If the Client is a Corporate Customer and has not made the notification referred to above within a reasonable time of discovery, the right to enforce claims against the Veterinarian and/or the Veterinary Practice in respect of any inaccuracies in the examination report or any related loss or damage will lapse.
- 8.6.8 Any liability on the part of the Veterinary Practice and/or the Veterinarian to a Corporate Customer in connection with an Prepurchase Examination lapses by operation of law six months after the date on which the Prepurchase Examination was carried out, unless the Client holds the Veterinary Practice and/or the Veterinarian liable by notice in writing within that period, stating the reasons.
- 8.6.9 The exclusions and limitations of liability set out above also inure to the benefit of any natural persons or legal entities

engaged by the inspecting Veterinarian or the Veterinary Practice to assist with the performance of the Prepurchase Examination.

- 8.6.10 Any disputes about the veterinary Prepurchase Examination and/or the completion of the examination report, as well as all agreements and legal relationships arising therefrom or relating thereto, are governed exclusively by the laws of the Netherlands, and the Dutch courts have exclusive jurisdiction in relation thereto.
- 8.6.11 If the Client is not the owner of the Animal, the Client warrants that Articles 8.6.1 to 8.6.10 may also be invoked against the owner.
- 8.6.12 Articles 8.6.1 to 8.6.11 also apply if the Client does not sign the examination report and/or nevertheless accepts the examination report without expressly objecting to its content and/or if the content of the examination report is used without it having been signed.

Imports and exports of Animals:

- 8.7.1 If the services requested by the Client from the Veterinary Practice relate to imports or exports of Animals, including but not limited to the issue of (health) certificates, the Veterinary Practice's liability to a Corporate Customer is excluded. In this context, the Corporate Customer indemnifies the Veterinary Practice from and against any claims by third parties for whatever reason.
- 8.7.2 The exclusion of liability referred to in Article 8.7.1 does not apply in case of wilful intent or gross negligence on the part of the Veterinary Practice and/or the Veterinarian, which will in any event be deemed to exist if the Veterinary Practice and/or the Veterinarian knowingly participates in illicit trade.

Fertility / gynaecology / reproduction:

- 8.8.1 The Client is aware that certain procedures, such as rectal examinations and the collection, processing, transplantation, storage or transport of embryos, sperm and/or ova, involve special risks. By entering into the Treatment Contract, the Client acknowledges these risks and agrees that the Veterinary Practice is nevertheless entrusted with carrying out these procedures.
- 8.8.2 The Veterinarian and the Veterinary Practice exclude all liability to the Corporate Customer for any loss or damage relating to: (a) rectal examinations, regardless of the method used; (b) the collection, transplantation, storage or transport of embryos, sperm and/or ova; (c) activities relating to fertilization, reproduction or related procedures – in whatever form, by whatever means, via whatever route or at whatever location – unless the loss or damage is due to wilful intent or gross negligence on the part of the Veterinarian or the Veterinary Practice.
- 8.8.3 The Veterinarian and the Veterinary Practice exclude all liability to the Corporate Customer for any loss or damage as a result of the loss or commingling of or damage to animal material, except in case of wilful intent or gross negligence on the part of the Veterinary Practice and/or the Veterinarian.
- 8.8.4 The Veterinary Practice and the Veterinarian solely undertake to carry out treatments relating to fertility and/or reproduction with due care. They expressly do not guarantee the success, outcome or effectiveness of such treatments. The Client acknowledges that the success of fertility or reproductive procedures depends on various biological, animal-related and external factors over which the Veterinary Practice and/or the Veterinarian have no control.
- 8.8.5 The Veterinary Practice and the Veterinarian exclude all liability to the Client for any loss or damage in connection with: (a) non-achievement of the desired or expected result of the treatment; (b) reduced fertility, reproductive complications or loss of genetic material; and/or (c) consequential or indirect loss or damage arising therefrom. This exclusion of liability does not apply in case of wilful intent or gross negligence on the part of the Veterinary Practice or the Veterinarian.

IT and data:

- 8.9 The Veterinary Practice and the Veterinarian exclude all liability to the Corporate Customer for loss or damage relating to (a) cybercrime, such as hacking, phishing or malware attacks; (b) malfunctions, delays or failures of IT or communication systems; and/or (c) loss of, damage to or corruption of digital data or files, regardless of the cause, except in case of wilful intent or gross negligence on the part of the Veterinary Practice and/or the Veterinarian.

Veterinary medicines:

- 8.10 The Client undertakes to strictly follow the instructions and directions given by the Veterinary Practice regarding the dispensing, storage, use and administration of veterinary medicines. This applies both to written and oral instructions. The Client must report any side effects, contraindications or unexpected reactions to veterinary medicines to the Veterinary Practice without delay. If the Client fails to follow instructions or acts negligently when administering or recording veterinary medicines, the Client will be liable for any resulting loss of or damage to animals, persons or property. The Client indemnifies the Veterinary Practice from and against any claims by third parties relating thereto.
- 8.11 Without prejudice to the provisions of the preceding Paragraphs of this Article, the Veterinary Practice excludes all liability to the Corporate Customer (except in case of wilful intent or gross negligence on the part of the Veterinarian and/or the Veterinary Practice):
- for loss or damage resulting from the administration of veterinary medicines by the Corporate Customer itself, and/or;
 - for loss or damage resulting from the administration of veterinary medicines on the instructions of third parties, including administration on the instructions of public authorities, and/or;
 - for injury and/or loss or damage resulting from the administration of these medicines and any side effects thereof, and/or;
 - for negligence in fulfilling the relevant administrative obligations and associated evidentiary problems.

Loss of or damage to the Animal; loss or damage caused by the Animal:

- 8.12 The Veterinarian and/or the Veterinary Practice are not liable for any loss or damage caused to the Corporate Customer's Animal, to the person of the Corporate Customer him or herself, or to the Corporate Customer's property, if such loss or damage arises during or in connection with the performance of the Treatment Contract but is the result of circumstances outside the scope of the direct activities of the Veterinarian and/or the Veterinary Practice. Such circumstances include, for example: accidents, pre-existing or contracted illnesses, infections, fire, theft or other events for which the Veterinary Practice cannot be held responsible. Notwithstanding this exclusion of liability, liability may exist in case of wilful intent or gross negligence on the part of the Veterinarian and/or the Veterinary Practice.
- 8.13 The conclusion of a Treatment Contract and/or the carrying out of veterinary treatments, including the supply and/or administration (or arranging for the supply and/or administration) of medication and/or the provision of veterinary advice or services and/or the performance of a veterinary examination, do not detract from the fact that strict liability for loss or damage caused by the Animal's own energy within the meaning of Section 179 in Book 6 of the Dutch Civil Code rests with the Client. The Client is liable for any loss or damage caused by the Animal during or in connection with the Treatment Contract to (a) the person of the Veterinarian, (b) employees or support staff of the Veterinary Practice, (c) property belonging to the Veterinary Practice and/or (d) third parties. The Client indemnifies the Veterinary Practice in this

respect should the Veterinary Practice be held liable by third parties. The Veterinarian is not to be regarded as someone who uses the Animal in the conduct of a business within the meaning of Section 181 in Book 6 of the Dutch Civil Code.

Force majeure:

- 8.14.1 The Veterinarian and/or the Veterinary Practice are not liable for any failure to fulfil, or any incomplete or delayed fulfilment of, contractual obligations if this is due to force majeure.
- 8.14.2 'Force majeure' in relation to Corporate Customers means any external circumstance, whether foreseeable or unforeseeable, over which the Veterinarian and/or the Veterinary Practice have no control and which renders (further) performance of the Treatment Contract wholly or partially impossible or seriously hinders (further) performance of the Treatment Contract. Such circumstances include (without limitation): acts of God, fire, (threat of) war, terrorism, pandemics, epidemics, government measures, power cuts, sick leave taken by key staff, sit-in strikes and other strikes, and delays or failures on the part of third parties on whom the Veterinary Practice relies. If a force majeure event lasts for more than four weeks, both parties have the right to cancel (*ontbinden*) the contract in whole or in part by notice in writing, without being liable to pay any compensation.
- 8.14.3 The statutory provisions on force majeure set out in Section 75 in Book 6 of the Dutch Civil Code apply in full to Consumers, in derogation of the above provisions.

Article 9: Ownership and Data

- 9.1 The Veterinary Practice retains ownership of and rights to the Data at all times.
- 9.2 The Veterinary Practice will retain the Data for five years, unless statutory or veterinary retention requirements stipulate a longer period. The Data may be destroyed after the retention period has expired.
- 9.3 At the Client's request, the Veterinary Practice will provide a copy of the relevant Data, subject to payment of reasonable costs associated with the reproduction and provision of the Data. This does not apply to internal working documents, such as notes that are not part of the Patient's medical records.
- 9.4 By providing personal data to the Veterinary Practice, the Client consents to the processing of such personal data for the purposes of (a) the performance of the Treatment Contract, (b) administrative processing and invoicing, (c) communication and the creation of files, and (d) potential participation in scientific or statistical research, unless the Client expressly objects to this.
- 9.5 The Veterinary Practice processes the Client's personal data solely for the purpose of performing the Treatment Contract and in accordance with applicable data protection legislation (including the GDPR). Personal data will not be disclosed to third parties without consent, unless this is necessary for the performance of the contract or in the event of an emergency, or unless this is required by law or regulations.

Article 10: Special provisions

Access to animal housing facilities/Work location:

- 10.1 If the nature of the Patient's treatment so requires, the Veterinary Practice is authorized to temporarily refuse persons, including the Client, access to animal housing facilities, treatment rooms or other locations where the treatment is provided. The Veterinary Practice may also impose additional conditions on access, insofar as this is reasonably necessary for reasons of (inter alia) safety, hygiene, animal welfare or undisturbed treatment. The Client is obliged to comply with these conditions. If access is refused, the Veterinary Practice will, where possible, provide reasons for this in advance.

Scientific research:

- 10.2 The Veterinary Practice has the right to use the Patient or parts of the Patient or substances derived from the Patient for statistical and/or scientific research, or to discuss these in a publication, unless the Client has raised express and insuperable objections to this. Where necessary and if possible, the Veterinary Practice will notify the Client in advance of its intention to use the said data for research purposes.

Article 11: Governing law and settlement of disputes

- 11.1 The Treatment Contract and all agreements and legal relationships arising from or relating to the Treatment Contract are governed exclusively by the laws of the Netherlands.
- 11.2 Any disputes arising between the Veterinary Practice and the Client will be submitted to the exclusive jurisdiction of the courts in the court district where the Veterinary Practice is situated. If the Client is a Consumer, the Client always has the right to submit the dispute to the court having jurisdiction under the law.