

GENERAL TERMS AND CONDITIONS

Dogmills

VAT: NL002184811B32

Email: info@dogmills.eu

Telephone number: 0031 6 23088642



Article 1. Definitions

In these General terms and Conditions the following is meant with:

- a. Offer: the online offering of Products, citing prices and specifications on the Website;
- b. Reflection period: the term in which the Consumer can make use of his right of withdrawal;
- c. Consumer: the Counterparty who is a natural person and does not trade for a profession or company;
- d. Dogmills: the sole proprietorship Dogmills (as well as the contractor), registered with the KVK (Chamber of Commerce) with number 69270856, located at the Vroege van Tol 2, 6851 VR, Huissen in The Netherlands;
- e. Agreement: the Agreement (at a distance) particularly any (online) assignment on the basis of which the Counterparty purchases Products of Dogmills, for which one or more methods of communication can be used at a distance;
- f. Parties: Dogmills and Counterparty together;
- g. Products: everything offered by Dogmills on the basis of the Agreement, affairs to be delivered or delivered affairs, including dog treadmills and related articles explicitly;
- h. Conditions: the current General Terms and Conditions, which have been registered at the KVK (Chamber of Commerce) as file number 69270856;
- i. Website: the website which is published under the domain name dogmills.nl (or with a different extension) which is published and owned by Dogmills;
- j. Counterparty: the counterparty (natural or legal person) who purchases Products via the Website of Dogmills.

Article 2. General

1. These Conditions are applicable on any Offer, quotation, and Agreement between Dogmills and a Counterparty, insofar as the parties have not explicitly diverted from them in writing.
2. The current Conditions are also applicable to Agreements with Dogmills, for the execution of which Dogmills may need to involve third parties.
3. The relevance of any purchase conditions or other conditions of the Counterparty are explicitly rejected.
4. In case one or more provisions in these Conditions are at any point completely or partially void or have been annulled, the remainder of these Conditions remains applicable. Dogmills and the Counterparty will then enter into consultation in order to determine new provisions to replace the void or annulled provisions, in which the goal and meaning of the original provisions are considered to the utmost extent.
5. In case of ambiguity regarding the explanation of one or more provisions of these Conditions, an explanation is required 'in spirit' of these provisions.
6. Dogmills is entitled to (provisionally) amend and/or supplement these Conditions. Amendments apply thirty (30) days after announcement to the Counterparty. In case the Counterparty is a Consumer, Dogmills will point out the right to cancel the (relevant part of the) Agreement to the Consumer with effect from the date of the application of the amendment. The cancellation has to be received by Dogmills before the application of the amendment.
7. In case Dogmills does not at all times demand strict compliance to these Conditions, this does not mean that the provisions are not applicable, or that

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Dogmills would in any way lose the right to demand strict compliance to the provisions of these Conditions in any other case.

Article 3. Quotations and offers

1. All quotations and Offers of Dogmills are without obligation. A quotation sent or Offer made by Dogmills will expire after thirty (30) days. In case the Counterparty accepts an offer, Dogmills reserves the right to revoke the offer within three (3) working days after receiving the acceptance.
2. A quotation or Offer expires in case the Product to which the quotation or Offer is applicable is no longer available in the meantime.
3. Dogmills cannot be kept to his quotations or Offers in case the Counterparty can reasonably understand that the quotations or Offers, or part of them, contain a mistake or writing error.
4. In case the acceptance deviates (whether or not for subordinate points) from the offer as included in the quotation or Offer, then Dogmills is not bound to this. The Agreement will then not come about according to this deviating acceptance, unless Dogmills indicates otherwise.

Article 4. Implementation and amendment of Agreement

1. If a term has been indicated or agreed on for the delivery of Products, then this never is a fatal term. In case of exceeding of the term the Counterparty is required to give Dogmills a written notice of default. Dogmills is then to be offered a reasonable term to still obey the Agreement. In case the Counterparty is a Consumer, the delivery time is a maximum of thirty (30) days.
2. In case Dogmills needs information from the Counterparty for the execution of the Agreement, the execution term will not start sooner than after the Counterparty has correctly and completely provided this to Dogmills.
3. Delivery takes place by making available the Products in the company building of Dogmills (according to the Incoterms 2010: ExWorks), unless otherwise agreed on in writing or on the Website. In case the Counterparty is a Consumer, delivery takes place to the address provided by the Consumer which he has provided to Dogmills via the Website
4. The Counterparty is obliged to purchase the Products on the moment they are made available to them. In case the Counterparty refuses to purchase or is negligent with the provision of information or instructions which are necessary for delivery, Dogmills is entitled to store the Products for the account and risk of the Counterparty.
5. Dogmills is entitled to delivery in parts, in case the Counterparty has purchased multiple Products, for which Dogmills can send and invoice for each separate delivery.
6. In case it appears during the execution of the Agreement that it is necessary to amend or supplement the Agreement for a proper execution, parties will take action to adjust the Agreement timely and in consultation. Dogmills will provide a quotation for this beforehand as much as possible. By an amendment of the Agreement the originally indicated term of execution may also be amended. The Counterparty accepts the possibility of amendment of the Agreement, including the amendment in price and term of execution.
7. In case the Counterparty is in default regarding the proper fulfillment of that which he is held accountable for by Dogmills, the Counterparty is liable for all damages (including the costs) directly or indirectly caused on the side of Dogmills.

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8. In case Dogmills agrees on a fixed price with the Counterparty, Dogmills nonetheless is entitled to increase this price at all times, without the Counterparty being entitled to annul the Agreement for that reason, in case the price increase stems from a jurisdiction or obligation concerning the law or regulation or if it finds her cause in the price increase of raw materials, wages et cetera or on any other grounds that were not reasonably foreseeable when entering into the Agreement.

9. In case the price increase other than as a consequence of an amendment of the Agreement amounts to more than 10% and takes place within three (3) months after the Agreement was made, the Consumer is entitled to annul the Agreement by means of a written notice, unless Dogmills then still is prepared to execute the Agreement on the basis of the original provisions, or unless the price increase stems from a jurisdiction or on an obligation resting on Dogmills under the law or in case it is stipulated that the delivery will take place longer than three (3) months after the purchase.

Article 5. Suspension or annulment

1. Dogmills is authorized to suspend the fulfillment of the obligations or to annul the Agreement, in case:

- a. the Counterparty does not fulfill the obligations of the Agreement timely, completely or at all;
- b. after the making of the Agreement Dogmills has come to know circumstances which give proper ground to fear that the Counterparty may not fulfill the obligations;
- c. at the making of the Agreement the Counterparty was requested to provide certainty of the fulfillment of his obligations of the Agreement and this certainty fails to appear or is insufficient;
- d. in case a delay on the side of the Counterparty can no longer ask of Dogmills that he will fulfill the Agreement according to the originally agreed conditions, Dogmills is entitled to annul the Agreement.

2. Dogmills is also authorized to annul the Agreement in case circumstances arise which are of such a nature that fulfillment of the Agreement becomes impossible or in case circumstances arise otherwise which are of such nature that unchanged continuation of the Agreement cannot reasonably be asked of Dogmills.

3. In case the Agreement is annulled the claims of Dogmills on the Counterparty are immediately collectable. In case Dogmills suspends the fulfillment of the obligations, he maintains his claims under the law and the Agreement.

4. In case Dogmills initiates suspension or annulment he is not in any way responsible for the restitution of damages or costs which were hereby caused in any way.

5. In case the Counterparty is accountable for the annulment, Dogmills is entitled to a restitution of the damages, including the costs, which were thereby caused directly and indirectly.

6. In case of liquidation, of (request of) automatic stay or bankruptcy, of seizure— if and in so far the seizure is not lifted within three months – at the expense of the Counterparty, of debt restructuring or another circumstance in which the Counterparty is no longer able to freely possess his own means, Dogmills is allowed to terminate the Agreement immediately or to cancel the order or Agreement, without any commitment to pay compensation or reimbursement. The claims of Dogmills on the Counterparty are in that case immediately collectable.

7. In case the Counterparty cancels an order either partially or fully and Dogmills

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approves of this, the therefore ordered or readied Products or parts of Products, increased with any applicable supply, delivery or transport costs and the reserved labour time for the execution of the Agreement, will be charged integral to the Counterparty.

8. The Counterparty resigns all rights of annulment of the Agreement or suspension of his (payment) obligations, unless cancellation by virtue of this article has been agreed on. This provision is not applicable to the Consumer.

Article 6. Right of repeal and reflection period

1. Only the Consumer can annul an Agreement which has been entered into at a distance (via the Website) concerning the purchase of a Product during a reflection period of fourteen (14) days without a statement of reasons, under the conditions as described in this article.
2. During the reflection period the consumer will handle the Product and packaging material with care. He will only unpack or use the product as far as to be able to judge whether he wishes to keep the Product.
3. As soon as possible, but at least within fourteen (14) days starting from the day following the notification mentioned in point 1, the Consumer will send back the Product including all accessories, or he will return them in person to Dogmills. The Consumer has at least taken note of the return term when he sends back the Product before the reflection period expires.
4. The Consumer returns the Product including all delivered accessories, if reasonably possible in the original state and packaging, and according to the reasonable and clear instructions provided by Dogmills.
5. The risk and burden of proof for the correct and timely execution of the right of repeal is with the Consumer.
6. The trader will reimburse all payments from the consumer, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to pay back until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
7. The Consumer carries the direct costs of the return of the Product, including the shipping or transportation costs.
8. Excluded from the right of repeal as described in this article are: sealed Products which for health and safety reasons, regarding mankind and animal, are not suitable to be returned and of which the seal (packaging) has been broken after delivery.

Article 7. Website and privacy

1. Dogmills goes a long way to make the Website function properly and to keep it accessible permanently. Many factors play an important role in this for Dogmills, including the dependence on external parties. Dogmills cannot guarantee the accessibility or proper functioning of the Website at all times.
2. Dogmills strives to have the Website accessible 24 hours a day and 7 days a week (excluding scheduled downtime as a consequence of maintenance and related activities), but cannot guarantee this.
3. Dogmills will from time to time provide updates concerning the optimization of the Website.
4. Counterparty accepts that the Products which are presented on the Website, will be delivered by Dogmills as they are, without any additional services of Dogmills.

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5. Dogmills respects the privacy of the Counterparty and treats the provided personal information confidentially at all times according to the 'Algemene Verordening Gegevensbescherming'.

6. The Counterparty hereby authorizes Dogmills to process and use the personal information provided by himself for Dogmills and to register it in a data file which Dogmills creates in the context of the Agreement. This data is constantly managed and saved according to the applicable legal regulations.

7. The Counterparty can at all times request to view the information about him that is saved in the data file of Dogmills, as well as request to be removed from the data file.

8. Dogmills makes an effort to take suitable technical and organisational measures in order to secure personal data against loss or any form of unlawful use. These measures serve, taking into account the state of the technique and the costs of the execution, a suitable protection level minding the risks which the processing and the nature of the data involve.

Article 8. Superiority

1. Dogmills is not bound to fulfil any obligation towards the Counterparty in case he is obstructed from this as a consequence of circumstances which are not due to blame and he cannot be held responsible for them by virtue of the law, legal action or according to generally accepted standards.

2. In these Conditions the term superiority means, apart from whatever is included in the law and jurisprudence, all external causes, foreseen or unforeseen, which Dogmills cannot exert influence on, but due to which Dogmills is unable to fulfil his obligations. Included in this understanding are at the least, but not exclusively: the not properly fulfilling of obligations of suppliers, illness, death, transport complications, interruptions or malfunctions in the power supply and/or telecommunication services/internet, data leaks, hacks, and a shortcoming of external (hosting) providers.

3. Dogmills has the right to appeal to superiority in case the circumstance which obstructs (further) fulfilment of the Agreement commences after Dogmills should have fulfilled his commitment.

4. During the period in which the superiority continues Dogmills can suspend the obligations from the Agreement. In case this period lasts longer than two (2) months, every party is entitled to annul the Agreement, without obligation of compensation to the other party.

5. Insofar as Dogmills has partly fulfilled or will be able to fulfil his obligations from the Agreement at the time of commencement of the superiority, and the fulfilled or to be fulfilled part has independent value, Dogmills is entitled to invoice the fulfilled or to be fulfilled part separately. The Counterparty is obliged to pay the invoice as if there was a separate Agreement.

Article 9. Prices and payment

1. The prices mentioned in a quotation or offer are excluding VAT and other government levies, any costs to be made in the context of the Agreement, including travel and stay, shipping and administration costs, unless indicated otherwise.

2. In case there is a cross-border delivery of Products, Dogmills will charge any VAT or other government levies applicable according to international law and regulations.

3. Payment must be made in EUROS within fourteen (14) days after the invoice date, in a way to be indicated by Dogmills in the currency in which the invoice was made,

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unless indicated otherwise by Dogmills in writing. Dogmills is entitled to invoice periodically.

4. Dogmills is entitled to ask a deposit from the Counterparty preceding the execution of the Agreement. A paid deposit will be subtracted from the latest invoice. Deposits need to be made within the indicated amount of time.

5. Payments made by the Counterparty serve to settle all owed interest and costs in the first place, in second place to settle all claimable invoices which have been open the longest, as well in case the Counterparty indicates that the settlement relates to a later invoice.

6. Dogmills is entitled to suspend and/or hold the delivery of Products in case the Counterparty neglects to fulfil his payment obligations.

7. The counterparty is neglecting in case he has not paid within the term as indicated in point 3.

8. In case the Counterparty is in default or negligent in the fulfilment of his or her payment obligations, all reasonable costs to obtain the payment, in and out of court, are to be compensated by the Counterparty. In case of a monetary claim, the Counterparty owes at least the collection costs, being 15% of the agreed price of the Agreement, with a minimum of € 150. In case Dogmills has higher costs, which were reasonably necessary, these also are to be compensated by the Counterparty, including any judicial or executorial costs.

9. In deviation of point 7 and 8 the following applies to the Consumer. In case the Consumer does not fulfil his payment obligations in time, after he has been pointed out the late payment by Dogmills and Dogmills has given the Consumer a term of fourteen (14) days to still fulfil his payment obligations, the Consumer – after failing to pay within this fourteen day term- owes the legal interest over the due amount and Dogmills is entitled to ask for compensation for the extrajudicial collection costs according to the *Staffel Buitengerechtelijke Incassokosten (BIK)*, with a minimum of € 40,00.

10. In case of bankruptcy, liquidation, automatic stay or debt restructuring of the WSNP the claims of Dogmills on the Counterparty and the obligations of the Counterparty to Dogmills are directly collectable.

11. In case the financial position or the payment behaviour of the Counterparty gives rise to this in the opinion of Dogmills, Dogmills is entitled to demand of the Counterparty to provide immediate (additional) security in a form to be determined by Dogmills and/or a deposit.

Article 10. Retention of title

1. All Products delivered by Dogmills according to the Agreement remain in the ownership of Dogmills until the Counterparty has properly fulfilled all obligations of the Agreement with Dogmills.

2. Products delivered by Dogmills, which in consequence of point 1 are included in the title retention clause, cannot be resold and can never be used as a means of payment. The Counterparty is not entitled to pledge the products under the title retention clause or to encumber them in any other way.

3. The Counterparty always needs to do what can reasonably be asked of him to secure the title retention of Dogmills.

4. In case a third party confiscates the Products delivered under the retention of title, or wants to establish or impose rights on it, the Counterparty is obliged to notify Dogmills of this immediately.

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5. The Counterparty is obliged to insure the Products delivered under title retention against fire, explosion and water damage as well as theft and to provide the insurance policy for inspection to Dogmills at first request. In case of any insurance payment Dogmills is entitled to claim this payment.

6. In case Dogmills wants to exercise the title retention rights of this article, the Counterparty gives Dogmills and third parties appointed by Dogmills unconditional and irrevocable permission in advance to enter places where the property of Dogmills is located and to take back those Products.

Article 11. Guarantees, examination and complaints

1. The Products to be delivered by Dogmills meet the usual requirements and standards which can be reasonably demanded of them at the moment of delivery and for which they are meant according to normal use in The Netherlands. The guarantee mentioned in this article is applicable to Products which are meant for use in The Netherlands. In case of use outside of The Netherlands the Counterparty is asked to verify himself if the use of the Product is suitable for the use in that location and meets the conditions which are demanded. Dogmills can in that case demand other guarantee and other conditions in the matter of the Products to be delivered.

2. The guarantee mentioned in point 1 of this article is valid for a period of twelve (12) months after delivery. In case the guarantee provided by Dogmills concerns a case which was produced by a third party, the guarantee is restricted to that which is provided by the producer of the case before, unless otherwise indicated.

3. Every form of guarantee will expire in case a deficiency in or on a Product has originated as a result of:

- a. incompetent and/or improper use;
- b. wear due to normal use;
- c. incorrect treatment and/or storage;
- d. maintenance by the Counterparty or third parties;
- e. alterations which have been applied by the Counterparty and/or third parties;
- f. circumstances on which Dogmills cannot exert any influence such as weather conditions and temperature variations.

4. The Counterparty is held to examine the delivered Product, immediately at the moment the Product is provided to him. Thereby the Counterparty is to examine whether the quality and/or quantity of the delivered is in agreement with what was agreed and fulfils the requirements which both parties have agreed upon in that regard. Any visible deficiencies are to be reported in writing to Dogmills within seven (7) calendar days after delivery. Any invisible deficiencies are to be reported in writing to Dogmills immediately, or at least within fourteen (14) days after discovery thereof. The report has to contain a description of the deficiency which is as detailed as possible, in order for Dogmills to respond adequately. The Counterparty has to give Dogmills the opportunity to investigate a complaint.

5. In case the Counterparty complains in time, this does not suspend his payment obligation. The Counterparty in that case is also held to purchase and payment of any other ordered Products.

6. In case a deficiency is reported later, the Counterparty no longer has a right of repair, replacement or compensation.

7. In case it is established that a Product is defective and this has been notified in time, Dogmills will within reasonable time after receiving the defective Product in return or - in case return is not reasonably possible – written notice of the deficiency

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by the Counterparty, by choice of Dogmills, replace or take care of repair or provide other replacing compensation to the Counterparty. In case of replacement the Counterparty is to return the replaced matter to Dogmills and to give Dogmills property thereof, unless otherwise indicated by Dogmills.

8. In case it is established that a complaint is unfounded, the costs that were made as a result of this, including any investigation costs, on the side of Dogmills, will be for the Counterparty.

9. In diversion of the legal limitation terms, the limitation term of all claims and pleas towards Dogmills and the third parties involved by Dogmills in the execution of the Agreement, is twelve (12) months.

Article 12. Liability

1. In case Dogmills is liable, this liability is restricted to that which is arranged in this regulation.

2. Dogmills is not liable for damage, of whatever nature, caused by incorrect and/or incomplete information provided to Dogmills by or on behalf of the Counterparty.

3. The liability of Dogmills is at all times restricted to the amount that is paid out under the liability insurance of Dogmills.

4. In case for whatever reason no payment is granted under abovementioned insurance, every liability is limited to twice the invoice value of the Agreement, or to the part which the Agreement relates to.

5. Dogmills is solely responsible for direct damage. Under direct damage is exclusively understood the reasonable costs to determine the cause and scale of the damage, insofar the determination is related to damage in the sense of these conditions, any reasonable costs made to make the faulty performance of Dogmills answer to the Agreement, insofar these can be accounted to Dogmills, and reasonable costs made to prevent or limit damage, insofar that the Counterparty shows that these costs have led to limitation of direct damage as intended in these General Conditions.

6. Dogmills is never liable for indirect damage, including consequential damage, lost profits, emotional damage, missed savings and damage caused by business stagnation.

7. The limitations of liability included in this article do not apply in case the damage is due to intention or gross negligence of Dogmills or his supervising subordinates.

8. Condition for any right of compensation is that the Counterparty notifies Dogmills of the damage in writing as soon as possible after its origination. Every claim of compensation against Dogmills expires by the period of twelve (12) months after the origination of the claim.

Article 13. Intellectual property

1. All intellectual property rights (including, but not limited to, royalties, trademark rights, design rights and patent rights) in the matter of the Products including the packaging thereof, and any other materials delivered with it, remain and will remain with Dogmills.

2. Dogmills has the right to use the knowledge gained by the execution of the Agreement for other purposes, insofar that no strictly confidential information of the Counterparty is brought to the knowledge of third parties.

Article 14. Miscellaneous

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1. In case these Conditions were drafted in another language, the Dutch version prevails in case of confusion, incompleteness or contradictions in/due to the translation.
2. In all legal relationships which Dogmills is a part of, the Dutch law is exclusively applicable, even in case an agreement is fully or partially executed abroad or in case the party involved in the legal relationship has his residence there.
3. In case of a contradiction between a provision in these Conditions and a provision from the UN Convention for the International Sale of Goods or CISG, the provisions in these Conditions prevail.
4. The judge in the district of the office location of Dogmills has exclusive jurisdiction in disputes, unless the law imperatively prescribes otherwise. Nevertheless Dogmills has the right to submit the dispute to a judge authorised by the law.
5. The main language in any judicial procedure is the Dutch language.
6. Parties will first appeal to a judge only after they have done their very best to settle a dispute in mutual consultation.