

General Terms And Conditions Flamingo Pet Products NV

- 1** The goods are delivered as specified on the invoice or in the order form. The buyer needs to check the goods immediately after delivery. Any complaints must be made within 48 hours of receipt, in writing to Flamingo Pet Products NV, in which a detailed and exhaustive list is given of the defects. Flamingo Pet Products NV is in each case just obliged to exchange the products, excluding any costs or damages.
- 2** Hidden defects must be declared within 5 working days after the discovery by registered mail, after this deadline, any claim on this basis can no longer be honored. The legal claim on the basis of any hidden defects must be lodged within 3 months after delivery, after which they will be void.
- 3** The goods or services are delivered within the period as indicated on the order form, taking into account the usual tolerance specific to the nature of the industry or trade. Any delay in delivery cannot give rise to compensation or dissolution of the agreement.
- 4** The delivery takes place at the seller's premises unless otherwise agreed in written agreement. The goods are transported at the expense and at the risk of the buyer. Free delivery in Benelux for orders starting from 250 €, France starting from 350 €, Germany starting from 400 €.
- 5** In case of cancellation, the customer is obliged to pay a flat-rate fee of 25% of the total value of the order, without prejudice to proof of higher damage by the seller.
- 6** Our deliveries are payable at the latest 30 days after the date of the invoice. In case of total or partial non-payment of the invoice on the due date, the invoice amount is without notice of default increased by 12% interest per year, and a compensation of 10% with a minimum of 65 euros, and any other outstanding invoices become due immediately.
- 7** The delivered merchandise remains our property as long as the full price (principal, costs and interest) is not paid. The purchaser bears the risks as from delivery.
- 8** When the buyer does not adhere to his contractual obligations, we reserve the right, after formal notice of default, either to suspend our obligations, or to dissolve the agreement without judicial intervention, if within 8 working days no answer to the formal notice is given, without prejudice to the right to further compensation.
- 9** Our agreements are getting entered into under resolutive condition of bankruptcy of the customer. In the event of inability or force majeure, we reserve the right to dissolve the agreement unilaterally and without need for prior notice.
- 10** All our agreements are governed by Belgian law. Any disputes shall be brought exclusively before the courts of Turnhout.

Signature + date: