

TERMS AND CONDITIONS FOR HILL'S PET FOOD ONLINE AUCTION

1. General Provisions

- 1.1. This document (hereinafter referred to as the **Terms**) provides for the terms and conditions of the online auctions (hereinafter the **Online Auctions**) of Hill's branded dog and cat food (hereinafter referred to as the **Hill's Pet Food**) organized on the website auctions.hills4me.com (hereinafter referred to as the **Website**) by Hill's Pet Nutrition companies (each individually hereinafter referred to as the **Organizer** and jointly as **Organizers**) for their invited business partners (each individually hereinafter referred to as **Participant** and jointly as **Participants**).
- 1.2. Organizers and Participant acknowledge that the contractual relationship between each Organizer and Participant remains to be governed by the individual commercial agreement concluded between such Organizer and Participant (hereinafter referred to as **Local Agreement**). Specific terms and conditions relating to sale of the Hill's Pet Food by the Organizer to the Participant via the Online Auctions on the Website are provided in these Terms, whereas in case of any conflict between the Local Agreement and the Terms with respect to sale of the Hill's Pet Food by the Organizer to the Participant via the Online Auctions on the Website the Terms shall prevail. All other aspects of the sale of the Hill's Pet Food by the Organizer to Participant via the Online Auctions on the Website not specifically stipulated in these Terms shall be governed by the Local Agreement.
- 1.3. By their participation in the Online Auction the Participants acknowledge and agree with the Terms. The Participants hereby further acknowledge and accept that the existence of the Local Agreement is a precondition of participation of the Participant in the Online Auction.
- 1.4. The Participant hereby expressly acknowledges that any general commercial terms or other legal documents issued by the Participant shall not apply to the Online Auctions unless the Organizer provides otherwise in writing. Any deviation from the Terms is only valid if approved by the Organizer in writing.
- 1.5. The Organizer has the right to change the Terms at any time by publishing the amended wording of the Terms on the Website. Only the version of the Terms published on the Website shall be considered the valid and binding version of the Terms.
- 1.6. If any provision of the Terms shall be considered as wholly or partially contrary to any statutory provisions of the laws or legally invalid in any other way, the other provisions of the Terms shall remain in full force, while the provision in question shall be replaced by a provision that corresponds as much as possible with the intention of the original provision.

2. Participants

- 2.1. The Organizers invite the Participants to participate in the Online Auction based on their fulfilment of the participation requirements provided in these Terms and proper fulfilment of the duties under the Local Agreement.
- 2.2. In order to participate in the Online Auction the Participant must complete the registration form provided by the Organizer and register and log-in to the Website. Participants are responsible for correctness and completeness of participant's data provided in the Website. The Participants acknowledge and agree that in order to activate the Participant on the Website the Organizer may pre-fill into the Website certain information about the Participant provided in the Local Agreement (including delivery and payment terms). The Participant is obliged to check and confirm the pre-filled information after its registration to the Website.
- 2.3. In order to participate in the Online Auction the Participants must **(i)** have a validly concluded Local Agreement with the Organizer and duly comply with all requirements and obligations under the Local Agreement, including comply with Organizer's global policies; **(ii)** act in their capacity of independent non-profit organization; **(iii)** be fully authorized and have the capacity in accordance with its internal regulations, relevant decisions of its statutory bodies and in accordance with all relevant laws applicable on their activities to participate in the Online Auction in accordance with the Terms.
- 2.4. By their participation in the Online Auction the Participants acknowledge and accept that the Hill's Pet Food sold by the Organizer to the Participant via the Online Auction shall be used solely for the purpose of feeding cats and dogs, and will not be a subject of further resale by the Participant.

3. Auction

- 3.1. The Organizer may offer through the Online Auction under individual auction lots the specific volumes and types of the Hill's Pet Food along the minimum purchase volume.
- 3.2. The Organizer will stipulate the proposed price under which volumes up to and including the full offered volume of the Hill's Pet Food may be reserved and purchased by the Participants.
- 3.3. The Participants make their reservations of the offered Hill's Pet Food from the minimum purchase volume up to and including the full offered volume of the Hill's Pet Food. By making the reservation the Participants acknowledge that Organizer has right to fulfil the reservation fully or partially depending of the actual Hill's Pet Food product availability, providing that the reserved volume is not exceeded and the price remains the same, and that reservation remains

to be binding for the Participant even if the Organizer decides to deliver only part of the reserved volume.

- 3.4. By making a reservation, every Participant irrevocably confirms its acceptance of the Terms. Every reservation made by the Participant is binding and cannot be revoked without written consent of the Organizer which consent may be withheld upon Organizer's own discretion. Every Participant shall make a reservation to buy for his own account and to be jointly and severally liable for this.
- 3.5. Organizer may at any time cancel the sale with immediate effect, delete or withhold the lots, offer a lot again, refuse the reservations or partially fulfil the reservation or exclude the Participant from the Online Auction without need to provide a reason, especially where the Organizer may reasonably believe that Participant is in breach of any provision of the Terms.
- 3.6. Once the reservation is accepted by the Organizer, the Organizer provides the Participant with written confirmation of the purchase. A binding agreement for purchase and sale of the Hill's Pet Food relating to a particular lot is concluded between the Organizer and the Participant once the purchase has been confirmed by the Organizer subject to the volumes being fully available.
- 3.7. Apart from the auction mechanism described above, the Organizer may also through the Online Auctions collect from the Participants their offerings to buy a specific volumes and types of Hill's Pet Food offered by the Organizer for a price proposed by the Participants.
- 3.8. In their offerings the Participants shall specify **(i)** requested volume and type of Hill's Pet Food, **(ii)** price for the Hill's Pet Food; and **(iii)** time frame for the Organizer's acceptance of the offering.
- 3.9. By placing their offering the Participants irrevocably confirm its acceptance of the Terms.
- 3.10. Every offering made by the Participant is binding for the time frame provided in the offering and cannot be revoked without written consent of the Organizer which consent may be withheld upon the Organizer's own discretion. Every Participant shall make an offering to buy for his own account and to be jointly and severally liable for this.
- 3.11. Upon its sole discretion the Organizer may react to any offering made by the Participant during the provided time frame in order to fully or partially accommodate Participant's offering (Organizer's counter-offering).
- 3.12. The sale is concluded between the Participant and the Organizer upon Participant's confirmation of Organizer's counter-offering.

4. Hill's Pet Food

- 4.1. The Participants acknowledge that Hill's Pet Food shall be used for feeding only **(i)** in accordance with instructions provided on the label of each product; and **(ii)** before the expiration date provided on the label of each product.
- 4.2. The Participants further acknowledge that for Hill's Prescription Diet products the Participants must ensure that the pet that receives the Hill's Prescription Diet products was examined by a veterinarian who recommended the use of the Hill's Prescription Diet products on the basis of the pet's diagnosis. Whilst the pet is being fed the Hill's Prescription Diet products, the Participant shall seek veterinary advice at least every 6 months regarding the usage of the Hill's Prescription Diet products. Participant needs to seek immediate veterinary advice if the pet's condition deteriorates in any way whilst Participant uses the Hill's Prescription Diet products. Hill's Prescription Diet products are not to be fed to other pets unless the conditions as set out above are met.

5. Price for Hill's Pet Food, Payment and Delivery

- 5.1. Unless expressly provided otherwise by the Organizer, the price for Hill's Pet Food includes shipping and transportation costs of the purchased Hill's Pet Food products and is exclusive of relevant VAT.
- 5.2. The final price of the Hill's Pet Food shall be paid by the Participant subject to payment terms provided in the Local Agreement.
- 5.3. Delivery of the purchased Hill's Pet Food shall be subject to delivery terms provided in the Local Agreement.
- 5.4. The Participant is obliged to strictly observe any instructions agreed in the Local Agreement or issued by the Organizer regarding the manner of storage and handling of the delivered Hill's Pet Food and to keep the products only in undamaged condition.
- 5.5. Hill's has the right to partially deliver the purchased Hill's Pet Food. Partial deliveries can be invoiced separately to the Participant.
- 5.6. Participant acknowledges that sale of Hill's Pet Food via the Online Auction is final and return of the delivered Hill's Pet Food to the Organizer is not accepted by the Organizer, except where this would be in conflict with binding provisions of the governing law as specified in the Terms.

6. Risk and Ownership, Guarantee and Liability

- 6.1. Unless the Local Agreement provides otherwise, the risk for the delivered Hill's Pet Food shall pass to the Participant at the time of delivery, even if ownership has not yet been transferred to the other party. The Organizer is entitled upon its discretion to retain the ownership title to Hill's Pet Food for which the Participant has not fully fulfilled its payment obligations, either until

after full payment of the amounts due, or to sell Hill's Pet Food to third parties, in which case the proceeds after deduction of costs shall be deducted from the amounts due by the other party. The Participant may not pledge or transfer products to which the Organizer has reserved the right of ownership by way of security.

- 6.2. Provisions of the Local Agreement shall apply to any claims of the Participant relating to (transport) damage, shortages, wrong volume or specification of delivery Hill's Pet Food as well as to liability of the Organizer for any damages caused to the Participant.
- 6.3. The Participant acknowledges that Hill's Pet Food offered through the Online Auction has less than 6 months of shelf life.
- 6.4. Participant shall indemnify the Organizer against claims for damages by third parties that would arise in any way from the use of the Hill's Pet Food by the Participant that are incorrect and/or not in accordance with Organizer's instructions.

7. Intellectual Property, Data Privacy

- 7.1. Intellectual property rights, including copyright and trademark rights, embodied in the Hill's Pet Food and the Website as well as in Hill's trademarks and logos, shall remain vested in Hill's and shall in no way be transferred to the Participant.
- 7.2. The use of Hill's brand names, logos, etc., in brochures, etc. of the Participant, within the framework of promotional activities, requires the Organizer's explicit and written permission in advance.
- 7.3. Any personal data of the Participants provided to the Organizer will be processed by the Organizer in accordance with /the Local Agreement/ OR /Hill's data privacy policy available at the Website/.

8. Force Majeure

- 8.1. In the Terms the force majeure is understood to mean any circumstance beyond Organizer's control as a result of which the normal performance of the Online Auction and/or sale of Hill's Pet Food can no longer reasonably be required of the Organizer by the Participant. Force majeure shall include, but not be limited to: pandemic situations, war, danger of war, riots, strikes and other collective actions by employees inside and outside Organizer, transport difficulties, lack of raw materials, fire, full or partial failure of a third party engaged by Organizer and/or items used by Organizer in the performance of the obligation, unless it concerns matters that are generally unsuitable for that purpose, as well as any circumstance as a result of which it is not possible for Organizer to perform the Online Auction or the sale of Hill's Pet Food in a

normal manner in time, in whole or in part, regardless of whether or not these circumstances were foreseeable at the time the Online Auction has been commenced.

- 8.2 Organizer cannot be held responsible for the temporary or permanent non-performance, or discontinuance, of the Website if such non-performance is due to force majeure or accidental circumstances. The following events are considered to be cases of force majeure or accidental circumstances: 1) total or partial loss or destruction of the Organizer's computer systems or databases, 2) earthquakes, 3) fires, 4) floods, 5) epidemics or pandemics, 6) wars or acts of terrorism, 7) strikes, announced or unannounced, 8) lock-outs, 9) blockages, 10) riots and disturbances, 11) power failures (such as electricity failures), 12) failure of the Internet or data storage systems, 13) failure of the telecommunications system, 14) disconnection from the Internet or telecommunications network on which the Organizer depends, 15) any other reason beyond the Organizer's reasonable control, such as, for example, computer piracy.
- 8.3. If, as a result of force majeure on the part of the Organizer, the performance of the Online Auction and/or sale is permanently prevented or is reasonably objectionable to the Organizer, the Organizer is entitled to terminate the particular sale agreement with the Participant, without Organizer being obliged to pay any compensation to the Participant. In the event of force majeure on the part of the Organizer, the Participant shall not be entitled to dissolve the particular sale agreement until after the impossibility to perform the sale agreement has lasted for three months.

9. Applicable Law and Dispute Resolution

- 9.1. The Terms and any sale agreement concluded under the Terms shall be governed by the law stipulated as a governing law under the Local Agreement.
- 9.2. All disputes from or relating to the application, implementation or interpretation of the Terms and any sale agreement concluded under the Terms shall be decided by the relevant courts in accordance with the Local Agreement.

The Terms become valid and effective on 2020