

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. DEFINITIONS

- 1.1. **AHV:** AHV USA Inc., the user of these terms of delivery, having its principal place of business in 7490 Lander Ave., Suite 3 Hilmar, CA 95324, United States.
- 1.2. **Buyer:** the natural person or legal entity, acting in the conduct of a profession or business with whom AHV has entered into an agreement or has the intention to do so.
- 1.3. **Agreement:** any agreement entered into between Buyer and AHV, under which agreement AHV has undertaken to sell and deliver Products (as defined below) and/or to provide Services (as defined below) which include these Terms and the Confirmed Orders.
- 1.4. **Confirmed Order:** any order from Buyer confirmed by AHV in writing pursuant to Section 2.3.
- 1.5. **Products:** any goods, such as animal feed and animal health products, equipment and related accessories to be delivered by or on behalf of AHV under the Agreement.
- 1.6. **Services:** any services, such as the provision of advice and the provision of assistance with the use of the Products, whether or not incidental or ancillary to the sale and delivery of the Products, provided by or on behalf of AHV under or in relation to the Agreement.
- 1.7. **Terms:** these General Terms and Conditions of Sale and Delivery.

2. GENERAL PROVISIONS

- 2.1. Any offer made by AHV and any Agreement entered into between AHV and Buyer shall be subject to these Terms, which shall form an integral part thereof.
- 2.2. AHV expressly rejects the applicability of any purchase or other terms and conditions of Buyer. This applies even if AHV does not expressly object to them in a particular case or answers to a letter or other communication which contains or refers to such general terms of Buyer or a third party.
- 2.3. The Agreement contains the entire agreement between AHV and Buyer regarding the sale of the Products to Buyer, and supersedes and replaces any previous communications, representations or agreements by or between the parties hereto, whether oral or written, to the extent they are related to the subject matter hereof.
- 2.4. In the event of conflict between these Terms and the terms of a Confirmed Order, the terms of a Confirmed Order shall prevail.

3. OFFER AND FORMATION OF THE AGREEMENT

- 3.1. The Agreement shall be concluded by means of offer and acceptance. Buyer's order shall constitute the offer and the offer shall only be deemed accepted if and when AHV has confirmed the order in writing (by e-mail, electronically or otherwise). Such order confirmed by AHV according to this Section 3.1 shall hereinafter be referred to as a Confirmed Order. If an order is not confirmed by AHV within fourteen (14) days following its receipt, it shall be deemed rejected. AHV shall not be under any obligation to confirm an order. Any amendments of an offer in writing shall entail a new offer, automatically revoking the previous offer.
- 3.2. All quotations made by AHV (i) are not an offer and cannot be deemed as such, (ii) are non-binding and without commitment, and (iii) are an invitation to Buyer to make an offer. Any such quotation can be revoked by AHV at any time without liability to Buyer or any third party.
- 3.3. If the Buyer enters into the Agreement (also) on behalf of another natural person or legal entity, Buyer hereby represents and warrants that Buyer has the authority to enter into the Agreement on behalf of such natural person or legal entity. In addition to this natural person or legal entity, Buyer shall be jointly and severally liable for fulfilling all of Buyer's or such third party's obligations under the Agreement.

4. DELIVERY

- 4.1. The Products and/or Services will be delivered within a reasonable time after AHV confirms Buyer's order, subject to availability of the Products and/or the Services. Delivery dates or periods stated by AHV are estimates only. Buyer acknowledges that they are non-binding unless expressly agreed in writing otherwise.
- 4.2. If for the performance of the Agreement AHV is dependent on information to be provided by Buyer to AHV, the term within which delivery shall take place shall not commence earlier than upon receipt by AHV of such information.
- 4.3. Unless otherwise agreed upon in writing, delivery of the Products shall be made ex works (Incoterms 2020) at the warehouse location of AHV, as indicated on the Confirmed Order. In the event Buyer delays or fails to accept delivery of the Products or the Services, the Products and Services shall be deemed delivered on the date AHV made them available for dispatch and has notified Buyer thereof. If no delivery address has been agreed upon by the parties, Buyer acknowledges that AHV may deliver to the billing address.
- 4.4. The title and risk of loss of and damage to the Products shall pass to Buyer at the moment when AHV has delivered the Products to Buyer pursuant to Section 4.3.
- 4.5. AHV shall in no case be liable for any damage resulting from delays, loss or damage during transport which cannot be attributed to AHV.
- 4.6. In case the delivery or handover of Products is delayed due to circumstances attributable to Buyer (including but not limited to Buyer's failure to accept delivery), the risk of loss and damage to the Products shall pass to Buyer on the day

on which AHV is ready for dispatch and notifies Buyer hereof. Additionally, AHV may claim compensation from Buyer for the damage caused by delay, including but not limited to the costs of storage of the Products.

- 4.7. AHV is allowed to execute Confirmed Orders by way of partial deliveries of Products and issue invoices to Buyer for such partial deliveries.

5. INSPECTION, COMPLAINTS, LIMITED PRODUCT WARRANTY, RETURN AND REFUND POLICY

- 5.1. Buyer shall inspect the Products and/or the results of the Services immediately upon delivery to ascertain whether their nature and quantity are in conformity with the Agreement and to verify the absence of non-compliance with the Confirmed Order.
- 5.2. If according to Buyer the delivery of Products and/or the Services – inspected on face value – are non-compliant with the Confirmed Order whether of their nature, quantity or otherwise, it must notify AHV in writing within seven (7) working days following the delivery date. AHV may, at its sole discretion, inspect the allegedly non-compliant Products or result of the Services.
- 5.3. Buyer shall notify AHV in writing of any hidden breach of the Limited Product Warranty (as defined below) (each, a “**Defect**” or “**Defective**”) in the Products or Services within seven (7) working days after these Defects have been discovered or in all reasonableness should have been discovered.
- 5.4. Failure to timely notify a Defect in the Products or Services or their delivery shall result in Buyer losing its right to claim damages or remedial action from AHV.
- 5.5. All statements of AHV concerning quantities, measurements, weights, composition and other characteristics related to Products and/or the results of Services to be delivered are made with the greatest possible care, but do not guarantee the absence of any deviations or non-conformities in Products nor guarantee any results to be achieved by such Services.
- 5.6. In the event of a Defect of the Products and/or the result of the Services, as confirmed by AHV, AHV may, at its sole discretion, rectify the Defect or make a replacement delivery within a reasonable period of time. Buyer may only return an allegedly Defective Product with prior written authorization from AHV. In the event of such authorized return, AHV, may, in its sole discretion, repair or replace the Defective Product, or refund the purchase price paid by Buyer for the Defective Product (or a prorated portion thereof), provided that AHV has confirmed the Defect. The repair, replacement or refund of the purchase price to Buyer under this Section shall be Buyer’s exclusive remedy and AHV’s exclusive liability with respect to a Defect.
- 5.7. Buyer’s rights to the Limited Product Warranty shall be void if (i) Buyer modifies the Products without AHV’s prior written consent, (ii) if the alleged Defect is the result of Buyer’s or its employees’ or agents’, acts or omissions (including but not limited to the improper use, handling, processing of the Products), or (ii) Buyer’s breach of the terms of the Agreement.
- 5.8. AHV warrants to Buyer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of one year from the date the Products or Services were delivered or performed, as applicable, pursuant to Section 4.3. (the “**Limited Product Warranty**”). Unless expressly agreed to in writing by AHV, AHV makes no warranty that the Products or Services comply with applicable law, rules, regulations or specifications in any jurisdiction in which the Products or Services may be used, processed, sold or marketed. Any governmental or other approvals necessary in connection with the use, processing, sale or marketing of the Products or Services shall be Buyer’s sole responsibility.
- 5.9. Except for the Limited Product Warranty granted under Section 5.8, AHV makes no other warranties with respect to the Products or Services, express or implied, and no person is authorized to make any warranties on behalf of AHV that are inconsistent with the Limited Product Warranty. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.
- 5.10. In case of a breach of the Agreement by AHV, Buyer shall not be entitled to exercise the rights to which it is entitled by law without first having sent AHV written notice of default, stating a reasonable period within which AHV is given the opportunity to remedy the default and to perform the Agreement.

6. PRICES AND PAYMENTS

- 6.1. Unless otherwise agreed by the parties in a Confirmed Order, all prices and costs provided are exclusive of all taxes, duties, levies, fees and any other similar charges (“**Taxes**”) imposed by the authorities on AHV or Buyer (other than taxes imposed on AHV’s income).
- 6.2. Unless otherwise agreed by the parties in a Confirmed Order, transport and delivery costs are not included in the purchase price for the Products and shall be charged separately to Buyer.
- 6.3. If following the conclusion of the Agreement, but before the delivery of the Products and/or the Services any applicable Taxes are changed, AHV has the right to change the prices on any Confirmed Order accordingly without Buyer’s consent.
- 6.4. AHV has the right to pass on to Buyer any increase in prices of cost-determining factors that occur after AHV has confirmed an order in writing, but before the delivery of the Products and/or the Services.
- 6.5. If in the opinion of AHV there are grounds to reasonably suspect that Buyer will be negligent in fulfilling its obligations under the Agreement, AHV has the right to demand that Buyer provide adequate security for payment or an advance payment. AHV may, notwithstanding an outstanding Confirmed Order, without liability to Buyer, suspend the delivery of Products or performance of Services, and Buyer may not exercise any of its rights under the Agreement, until Buyer grants AHV grants such security or makes the advance payment to AHV.

- 6.6. In the event that the Buyer is wound up, bankrupt or in moratorium of payments, any outstanding amounts under the Agreement shall become due and payable by Buyer to AHV with immediate effect.
- 6.7. Payment shall be timely made within the payment term specified in the invoice and in the manner prescribed by AHV, unless expressly and in writing agreed otherwise.
- 6.8. If payment by direct debit collection is agreed, AHV shall be entitled to charge reasonable administrative costs as such may be incurred by AHV (e.g., charge on Buyer's debit account was denied).
- 6.9. In the event of failure to timely pay invoices, Buyer shall be in default by operation of law. From the date of the occurrence of the default, Buyer shall be liable to pay interest of 12% per year or such lesser amount as may be permitted by applicable law starting from the due date until payment to AHV of such amount in full. Part of a month counts as a full month in this context.
- 6.10. In case Buyer is in default of (complying with) a payment schedule for partial payments, the entire remaining claim shall immediately become due and payable.
- 6.11. Any payment made by Buyer shall first be applied to reduce all outstanding costs and interests, before being applied to reduce outstanding invoices, the oldest first, even if Buyer specifies that the payment is to be applied to more recent invoices.
- 6.12. AHV is entitled at any time to set off any debt it owes to Buyer against any debt that Buyer owes at any time to AHV whether or not such debt is due and payable. Buyer is only entitled to set off with the prior written consent of AHV.
- 6.13. Buyer shall be liable for amounts which AHV incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

7. SECURITY INTEREST

- 7.1. If AHV extends credit to Buyer for the purchase price for any Products under the Agreement or any other amounts due to AHV, Buyer hereby grants to AHV as security for the timely payment and performance of all Buyer's payment obligations to AHV, a first priority security interest (the "**Security Interest**") in all Products heretofore or in the future delivered to Buyer and in the proceeds thereof for as long as such Products shall not have been sold by Buyer in the ordinary course of business (the "**Collateral**"). AHV shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction, and take any and all other action necessary or desirable, in AHV's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve and protect AHV's Security Interest in the Collateral.
- 7.2. Save where this is to be deemed permissible in the normal course of Buyer's business, Buyer shall not be allowed to sell, pledge or in any other way encumber the Products which have not yet been paid in full to AHV.
- 7.3. Buyer agrees to take any and all actions and provide Buyer with all information necessary to enable AHV to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Buyer's creditors, and hereby irrevocably grants to AHV a power of attorney to execute all necessary statements or documents in Buyer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to AHV by Buyer. AHV may, without notice, change or withdraw extensions of credit at any time.
- 7.4. If third parties wish to create or exert rights with respect to the Collateral, Buyer shall notify AHV in writing accordingly as soon as possible.
- 7.5. Buyer shall grant AHV or the third parties designated by AHV unconditional consent to enter all sites where the Collateral is located. In the event of a breach of the Agreement by Buyer, AHV shall be entitled to repossess the Collateral. Any reasonable costs incurred in this context shall be reimbursed by Buyer to AHV.

8. FORCE MAJEURE

- 8.1. AHV shall not be required to fulfil any obligation under nor deemed to have defaulted under or breached an Agreement if it is hindered by a circumstance beyond its reasonable control or which cannot be attributed to it pursuant to the law, a legal act or in accordance with generally accepted principles ("**Force Majeure**"). Force majeure shall include, without limitation, circumstances where any acts or omissions of AHV's suppliers prevent AHV from delivering the Products at all or from delivering them on time, war, acts or omissions by any state authorities, pandemic (including but not limited to quarantine and other Covid19 related events), epidemic, governmental or executive orders, sanctions, blockade, embargo, restriction on exportation or importation of material or equipment or services, terrorist acts, rebellion, revolution, contamination, riot, strike, sabotage, lock-out, port congestion, shortage or restriction of power supply, labor, materials or utilities, earthquake, volcanic activity, fire, flood, storm or other inclement weather conditions, or other natural or physical disasters or acts of God.
- 8.2. Throughout the period of Force Majeure, the obligations of AHV arising from the Agreement shall be suspended.
- 8.3. If AHV determines that (i) the Force Majeure has rendered the performance of the Agreement permanently impossible, (ii) the situation of Force Majeure persists or (ii) is likely to continue for more than three months, the parties shall be entitled to terminate the Agreement with immediate effect by giving written notice to the other party.
- 8.4. If upon the occurrence of the situation of Force Majeure AHV has already met part of its obligations or can fulfil only part of its obligations under the Agreement, it is entitled to charge Buyer separately for that part of the Agreement that has already been performed or can be performed as if it were a separate Agreement including other amounts incurred by AHV to prepare for the delivery of the unfinished Products (e.g., cost of raw materials, labor, storage).
- 8.5. AHV cannot be held liable for any damages or losses resulting from a Force Majeure event.

9. SUSPENSION AND TERMINATION

- 9.1. AHV shall be entitled to suspend the performance of its obligations under the Agreement, cancel a Confirmed Order or terminate the Agreement with immediate effect by giving Buyer written notice, if Buyer breaches any term of the Agreement, or if following the conclusion of the Agreement circumstances have come to AHV's attention which give it reasonable grounds to suspect that Buyer will not meet its obligations under the Agreement.
- 9.2. If Buyer fails to pay any amount when due under this Agreement, if Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if any attachment is levied on his goods, or if it is otherwise unable to freely use his assets, or Buyer suffers, or is subject to, any equivalent event, circumstance or procedure to those set out in this clause, AHV may terminate the Agreement with immediate effect by giving written notice to Buyer.
- 9.3. In addition, AHV shall be entitled to terminate the Agreement if circumstances occur which are such that performance of the Agreement is rendered impossible or if AHV cannot reasonably be required to maintain the Agreement in unchanged form.
- 9.4. Buyer shall not at any time be entitled to compensation, in whatever form, in relation to a suspension of performance under the Agreement or termination of the Agreement by AHV pursuant to this clause.
- 9.5. Buyer shall compensate AHV for damages that AHV suffered as a consequence of the suspension or termination of the Agreement to the extent such damages can be attributed to Buyer.
- 9.6. If AHV terminates the Agreement pursuant to this clause, all outstanding amounts under the Agreement shall immediately become due and payable by Buyer.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 10.1. SUBJECT TO SECTION 10.3, AHV SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PRODUCTS AND/OR SERVICES SUPPLIED OR AS A RESULT OF THE USE OF THESE PRODUCTS AND/OR SERVICES, SAVE FOR WILLFUL MISCONDUCT AND GROSS NEGLIGENCE ON THE PART OF AHV. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THE AGREEMENT, AHV'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS OR FEES FOR THE SERVICE, AS MAY BE APPLICABLE, GIVING RISE TO THE CLAIM.
- 10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL AHV, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR OTHER REPRESENTATIVES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF AHV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.3. NOTHING IN THESE CONDITIONS OF SALE AND DELIVERY OR AN AGREEMENT SHALL OPERATE TO LIMIT OR EXCLUDE EITHER THE BUYER'S OR AHV'S LIABILITY FOR ANY (I) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR THE GROSS NEGLIGENCE OF ITS PERSONNEL, (II) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO THE AGREEMENT.
- 10.4. WITHOUT PREJUDICE TO THE OTHER PROVISIONS OF THESE CONDITIONS OF SALE AND DELIVERY, THE LIMITATION PERIOD FOR ALL CLAIMS AND REMEDIES AGAINST AHV SHALL BE ONE (1) YEAR FROM THE DATE OF DELIVERY OF THE APPLICABLE PRODUCT AND/OR SERVICE. CAUSES OF ACTION AFTER SUCH 1-YEAR PERIOD ARE PERMANENTLY BARRED.
- 10.5. EXCEPT IN THE CASE OF WILLFUL INTENT OR GROSS NEGLIGENCE ON THE PART OF AHV, BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AHV, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES AGAINST ANY CLAIMS MADE BY THIRD PARTIES FOR WHATEVER REASON FOR DAMAGES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES) OR INTEREST ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE (I) USE OF THE PRODUCTS AND/OR SERVICES SUPPLIED BY AHV (INCLUDING WITHOUT LIMITATION THE IMPROPER USE, HANDLING, PROCESSING OR STORAGE OF THE PRODUCTS OR USE OF THE SERVICES), (II) UNAUTHORIZED MODIFICATION OR REPAIR OF THE PRODUCTS BY OR ON BEHALF OF BUYER, (III) BUYER'S FAILURE TO COMMUNICATE AHV'S INSTRUCTIONS AND WARNINGS TO USERS OF THE PRODUCTS, (IV) BUYER'S VIOLATION OF APPLICABLE LAWS, RULES AND REGULATIONS (INCLUDING WITHOUT LIMITATION THE AMERICANS WITH DISABILITIES ACT, FDA REGULATIONS AND DATA PROTECTION LAWS AND REGULATIONS), (V) BUYER'S BREACH OF THE TERMS OF THE AGREEMENT (INCLUDING WITHOUT LIMITATION MISREPRESENTATIONS) OR (VI) BUYER'S OR ITS EMPLOYEES OR AGENT'S ACTS OR OMISSIONS NOT COVERED IN THE FOREGOING SUBSECTIONS.
- 10.6. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER AHV NOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS OR OTHER REPRESENTATIVES MAY BE HELD LIABLE FOR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY (OTHER THAN LIABILITY FOR BREACH OF CONTRACT SUBJECT TO THESE TERMS) FOR ANY CLAIM, DAMAGE, OR LOSS, ARISING FROM, RELATED

TO OR IN CONNECTION WITH THE PRODUCTS OR SERVICES, AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION.

- 10.7. IF ANY PERSONNEL OR THIRD PARTIES DEPLOYED BY AHV ARE HELD LIABLE WITH RESPECT TO THE WORK AHV HIRED THEM TO DO IN RELATION TO THE AGREEMENT, IT IS STIPULATED ON THEIR BEHALF THAT THEY CAN USE ALL LEGAL AND CONTRACTUAL DEFENSES REGARDING EXCLUSION OR LIMITATION OF LIABILITY AND INDEMNIFICATION, WHICH AHV CAN ALSO CALL UPON IN ORDER TO AVERT ITS OWN LIABILITY TOWARDS BUYER.

11. DATA

- 11.1. AHV shall process personal data in accordance with all applicable laws and regulations and in accordance with its privacy policy. This privacy policy can be inspected at: <https://ahvint.com/us/privacy-statement/>. Buyer shall ensure that any personal data it provides to AHV is accurate and up to date. If Buyer provides personal data of, or on behalf of, any individuals, it shall direct them to AHV's privacy notice.
- 11.2. Buyer and AHV may agree that for the provision of certain Services, Buyer shall need to make available to AHV certain data (not being personal data) related to its business. Buyer grants AHV permission to use such data for the performance of the Agreement. Buyer also hereby consents to AHV's use such data for other reasonable commercial purposes, for example analysis and research to improve its Products and Services.

12. SUPPLEMENTAL PROVISION FOR PURCHASE GUARANTEES

- 12.1. The parties may agree on a purchase guarantee, including but not limited to an obligation for Buyer to buy certain minimum amounts of Products, whether or not in connection with an obligation for AHV to provide certain Services. The purchase guarantee binds Buyer, in accordance with the explicit agreement entered into by the parties to that end, to purchase Products and/or Services at a set interval, continuously and/or several times in a certain period. If Buyer fails to fulfil any obligation in connection therewith, or fails to fulfil it in time, all combination discounts, retroactively and prospectively, relating to the relevant Products and/or Services shall be cancelled.

13. SUPPLEMENTAL PROVISIONS FOR AGREEMENTS ENTERED INTO THROUGH AHV'S WEB SHOP

- 13.1. In addition to the other provisions of these Terms, the provisions of this clause shall apply to each Agreement entered into via AHV's online sales channels, such as its web shop ("**Web shop**").
- 13.2. AHV's Products and/or Services are not directed towards consumers. AHV's offering through its Web shop is directed exclusively to businesses which may be represented by duly authorized individuals. Buyer hereby represents and warrants that it is not a consumer and the individuals acting on its behalf are acting within the scope of their authority and their actions are attributable to Buyer. Buyer shall be required to confirm the above and provide the mentioned representation and warranty upon registration and placement of an order via the Web shop. Buyer shall be solely responsible for the acts and omissions of the individuals acting on Buyer's behalf.
- 13.3. By placing an order via AHV's Web shop, Buyer makes a binding offer to purchase the respective Product(s) and/or Services. The offer will remain open for acceptance by AHV for a period ending at the end of five (5) working days following the day of the offer. Orders placed via AHV's Web shop shall not be binding upon AHV until AHV has confirmed the order by electronic means. Buyer acknowledges that if AHV does not confirm the order pursuant to this Section within the 5-day period, such order has been rejected and will not become binding on AHV.
- 13.4. Without undue delay upon receipt of an order placed via the Web shop, AHV will send to Buyer a confirmation of receipt by e-mail, which shall (unless stated otherwise) not constitute an acceptance of the order. The order shall be deemed to be accepted by AHV either upon subsequent confirmation of the order or by dispatching the Product. Each such order on the Web shop confirmed by AHV in writing pursuant to this Section 13.4 shall be deemed a Confirmed Order for the purposes of the Agreement.
- 13.5. For the purposes of the California Business and Professions Code, we refer to Section 1.1 with respect to the full legal name and address of AHV. AHV refers to the terms of the refund and return of the Products as set forth in Section 5. Buyer shall return the allegedly Defective Product if such return is authorized by AHV within thirty (30) days of return of the Product in refundable condition and of receipt of sufficient information to enable AHV to make the refund, including confirmation that Buyer's payment for the purchase has been paid or cleared by the applicable financial institution, process and send to Buyer any refund due to Buyer as a result of the return or cancellation.

14. SUPPLEMENTAL PROVISIONS FOR THE RESALE OF PRODUCTS BY BUYER

- 14.1. If Buyer uses the Products for resale, this clause shall apply.
- 14.2. Buyer shall be required to resell the Products in its own name and for its own account. Buyer shall not at any time have the right to represent AHV as an agent, distributor or otherwise nor provide any representations and warranties in addition or contrary to those granted by AHV to Buyer.
- 14.3. Provided AHV has approved in writing that Buyer will be a reseller of the Products, Buyer will be granted a limited, non-transferable, not sublicensable, non-exclusive royalty-free license to use AHV's trademarks for the sole purpose of promoting and selling the Products purchased from AHV. All goodwill from the use of AHV's trademarks shall inure to the benefit of AHV.

- 14.4. Deviations from the typeface or graphic image of registered trademarks of AHV and other forms of product presentation that impair or exploit the distinctive character or appreciation of the trademarks and marks of AHV are prohibited when presenting the Products. This applies also to advertising and other communications to Buyer's customers.
- 14.5. Each presentation of the Products supplied shall be submitted for prior written approval to AHV prior to publication, and any instructions rendered by AHV in this regard shall be complied with by Buyer, as directed by AHV, if and to the extent that any of the graphics or text-related elements in the presentation are not directly provided by AHV.
- 14.6. Buyer shall provide AHV with a sales tax exemption or resale certificate.

15. FINAL PROVISIONS

- 15.1. All non-public, confidential or proprietary information of AHV, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by AHV to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement shall be held by Buyer, its employees, agents and other representatives as confidential and used solely for the performance of its obligations under this Agreement and may not be disclosed or copied unless authorized in advance by AHV in writing.
- 15.2. In the event that any one or several of the provisions of the Agreement are nullified or (otherwise) become legally invalid, whether entirely or in part, then this shall not affect the legal validity of the remaining provisions of the Agreement. Any such nullified or legally invalid provision or provisions shall be deemed replaced by provisions the parties would have agreed upon had they been aware of the nullity or invalidity of the respective provision, and which shall in a legally permissible way come as close to the objectives which AHV and Buyer did have or would have had in mind, had they been aware of and considered the nullity or invalidity of such provision or provisions. The same shall apply in the event that the Agreement proves to contain a gap or omission, which needs to be filled. In the event of uncertainty as to the interpretation of the invalid provision, the interpretation that reaches AHV's and Buyer's original intent to the closest possible degree shall prevail.
- 15.3. Buyer agrees that the execution of an Agreement and delivery thereof by electronic means shall be acceptable and shall be binding upon both parties. Scanned and or other electronic signatures shall be treated in all respects as having the same effect as an original signature.
- 15.4. AHV may revise these Terms at any time without Buyer's prior consent. By continuing to place orders, Buyer acknowledges and agrees to the applicability of these Terms, as revised from time to time.
- 15.5. Clauses of these Terms intended by their nature to remain in force after the end of the Agreement shall also remain in effect after the end of the Agreement.
- 15.6. Buyer may not assign its rights, delegate its obligations or otherwise transfer the Agreement without the prior written consent of AHV. Any attempted assignment, delegation or transfer in violation of this section shall be null and void. AHV may, at its sole discretion, assign its rights, delegate its obligations or otherwise transfer the Agreement to any third party, without giving prior notice to Buyer.
- 15.7. All matters, disputes or claims arising out of or relating to the Agreement (including these Terms, each Confirmed Order) shall be exclusively governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 15.8. Any agreement between the parties is for the sole benefit of the parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the parties thereto, any legal or equitable rights thereunder.
- 15.9. Nothing contained in any agreement between the parties shall be read or construed so as to constitute the relationship of principal and agent, joint venture or of partnership between the parties. Neither of the parties may pledge or purport to pledge the credit of the other party or make or purport to make any representations, warranties, or undertakings for the other party.
- 15.10. All disputes and controversies arising out of or relating to the Agreement or the relationship of the parties shall be resolved with final and binding effect under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.
- 15.11. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Confirmed Order or to such other address that may be designated by the receiving party pursuant to this clause. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (provided that the recipient of such email shall have acknowledged receipt thereof in writing and further provided that a "read receipt" or other automatic email response shall not qualify for this purpose) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.