

# General Terms and Conditions Cowhs B.V.

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Provision of Products & Services

Version: September 2025

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## 1. Parties

1.1. **\*\*Supplier\*\***: Cowhs B.V., with its registered office in Zelhem, registered with the Dutch Chamber of Commerce under number 97404446.

1.2. **\*\*Customer\*\***: any natural or legal person entering into an agreement with Cowhs for the delivery of products and/or services.

## 2. Offers and Quotations

2.1. All offers and quotations made by the Supplier are non-binding, unless explicitly stated otherwise.

2.2. The Supplier may withdraw an offer or quotation at any time, even if it includes an acceptance period.

2.3. The Customer guarantees the accuracy and completeness of any information provided by or on behalf of them on which the offer is based.

2.4. All advisory services are subject to a best-efforts obligation: the Supplier shall perform its services to the best of its knowledge and ability, without guaranteeing any specific result.

2.5. Images, specifications and product data are for informational purposes only and are not binding.

2.6. The Supplier provides general recommendations based on collected data. These do not constitute medical, veterinary, or individualized nutritional advice. The Customer remains solely responsible for the application and implementation of recommendations and is

advised to consult a licensed veterinarian or nutritionist in case of doubt or critical circumstances.

### **3. Formation of the Agreement**

An agreement is concluded as soon as:

- a. the Customer accepts the Supplier's offer;
- b. the Supplier confirms a Customer's order; or
- c. the Supplier, with the Customer's knowledge, commences performance of the agreement.

### **4. Applicability**

- 4.1. These terms apply to all offers, deliveries, and agreements of Cowhs B.V.
- 4.2. The applicability of general (purchase) conditions of the Customer is expressly excluded.
- 4.3. If any provision is void or annulled, the remaining provisions remain in full force.

### **5. Delivery of Products**

- 5.1. Delivery is made by mail or courier to the address provided by the Customer.
- 5.2. Unless otherwise agreed, transport costs and risks lie with the Supplier until delivery.
- 5.3. Upon request, delivery can be insured at the Customer's expense.
- 5.4. Delivery times are indicative and not binding deadlines. Exceeding them does not entitle the Customer to compensation or cancellation.
- 5.5. If the Customer refuses delivery or fails to provide required information, the Supplier may store the goods at the Customer's expense and risk.
- 5.6. The Supplier may deliver cash on delivery if requested. Refusal results in additional costs for the Customer.

### **6. Prices**

- 6.1. All prices are exclusive of VAT and additional costs unless stated otherwise.
- 6.2. The Supplier reserves the right to adjust prices in the event of increased costs, wages, purchase prices, or other external factors.

## 7. Payment

### 7.1. **Payment Term**

Invoices must be paid in full within 14 days of the invoice date, unless agreed otherwise in writing. Payments must be made using the methods stated on [\[www.cowhs.eu\]](http://www.cowhs.eu)(<http://www.cowhs.eu>).

### 7.2. **Objections**

Objections to invoices must be submitted in writing within 8 calendar days of the invoice date. Objections do not suspend payment obligations for undisputed amounts.

### 7.3. **Default and Interest**

In case of late payment, the Customer is in default by operation of law, without any notice of default. From that moment, interest is due at the statutory commercial rate plus 2% annually.

### 7.4. **Extrajudicial Costs**

All reasonable costs incurred to collect outstanding claims out of court are borne by the Customer. These are calculated in accordance with the Dutch Collection Costs Act (WIK), with a minimum of €40.

### 7.5. **Allocation of Payments**

Payments made by the Customer are first applied to costs, then to interest, and finally to the principal amount.

### 7.6. **Suspension of Delivery**

The Supplier may suspend deliveries and services while the Customer remains in default of any payment obligation.

## 8. Retention of Title

8.1. Delivered products remain the Supplier's property until full payment is received.

8.2. The Customer may only resell goods in the normal course of business, subject to retention of title.

8.3. The Customer grants the Supplier irrevocable access to their premises to retrieve goods if necessary.

## **9. Complaints and Warranties**

- 9.1. Complaints regarding delivered products must be submitted in writing within 8 days.
- 9.2. If a complaint is justified, the Supplier may choose to replace, adjust the price, or refund the product.
- 9.3. Only manufacturer warranties apply to physical products (such as measuring equipment or consumables), if explicitly confirmed by the Supplier. No warranty is provided for consumables unless agreed in writing.
- 9.4. For third-party products or software, the Supplier's responsibility is limited to the manufacturer's or supplier's warranties.
- 9.5. The Supplier provides no own warranties for third-party software or products. If a claim is rejected by the manufacturer, the Customer cannot claim compensation from the Supplier.
- 9.6. Returns are at the Customer's own risk and expense.

## **10. Liability**

- 10.1. Except where warranties apply, the Supplier is not liable for defects, subject to statutory obligations (e.g., product liability).
- 10.2. The Supplier is not liable for indirect damages, loss of profit, or consequential damages.
- 10.3. The Supplier is not liable for damage caused by third-party suppliers or software errors.
- 10.4. For products such as animal feed, supplements, or other regulated goods, the Customer is responsible for proper use and legal compliance.
- 10.5. The Supplier is not liable for pure financial losses, including but not limited to production downtime, loss of profits, lost contracts, fines, reputational damage, or other indirect losses, except in cases of intent or gross negligence.

## **11. Right of Withdrawal (Consumers)**

- 11.1. If the Customer is a consumer and the agreement is concluded remotely (e.g., via the website), the Customer has the right to withdraw from the agreement within 14 days after receiving the products without giving reasons.

11.2. During the withdrawal period, the consumer must handle the product and packaging with care. The product may only be unpacked and used to the extent necessary to assess its nature, characteristics, and functioning.

11.3. To exercise the right of withdrawal, the Customer must send an unequivocal statement by email to [info@cowhs.eu](mailto:info@cowhs.eu) or use the standard withdrawal form.

11.4. Return shipping costs are borne by the consumer, unless agreed otherwise.

11.5. The right of withdrawal does not apply to products that:

- are custom-made or personalized;
- are perishable or have a limited shelf life;
- are sealed and cannot be returned once opened due to health or hygiene reasons.

## **12. Suspension and Termination**

The Supplier is entitled to suspend obligations or terminate the agreement if the Customer becomes insolvent, files for suspension of payments, ceases business operations, or is liquidated.

## **13. Force Majeure**

Force majeure includes (but is not limited to): war, pandemics, government measures, import/export restrictions, customs issues, supplier shortages, strikes, fire, internet outages, or delays/limitations in foreign supplier deliveries, including political tensions. The Supplier may invoke force majeure even in case of third-party events.

## **14. Governing Law and Jurisdiction**

14.1. These terms are governed exclusively by Dutch law.

14.2. Disputes will be submitted to the competent court in the district where the Supplier is established.

14.3. The Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**\*\*Cowhs B.V.\*\***

[www.cowhs.eu](http://www.cowhs.eu)



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