



General terms and conditions of the company Equi-Facility V.O.F., having its registered office at (6741 HH) Lunteren at Veldhuizerweg 12. Registered with the Chamber of Commerce under number 82086761

Article 1. APPLICABILITY

1. These terms and conditions apply to all offers made by Equi-Facility, to all agreements that Equi-Facility concludes and to all agreements arising therefrom.
2. In the event of a conflict between the content of the agreement concluded between Equi-Facility and the customer and these terms and conditions, the provisions of the agreement will prevail.

Article 2. OFFERS

1. All offers are without obligation. Equi-Facility has the right to withdraw its offer up to two working days after it has received its acceptance.
2. When the customer provides Equi-Facility with information, Equi-Facility may assume the correctness and completeness thereof and Equi-Facility will base its offer on it.
3. The prices stated in the offer are in euros, exclusive of turnover tax and other government levies or taxes. The prices are also exclusive of travel, accommodation, storage and transport costs and costs for medical care (including hoof care, vaccinations and veterinary care).
4. An offer to enter into an agreement is made by Equi Facility in writing and this offer includes a copy of the general terms and conditions of Equi Facility.
5. The offer contains a complete and accurate description of the performances to be delivered by Equi-Facility and a specification of the customer's price and cancellation options.

Article 3. DURATION

1. The agreement starts at the moment that Equi-Facility has received the signed offer back from the customer.

Article 4. TERMINATION OF AGREEMENT AND VACATION

1. In principle, the agreement is entered into for an indefinite period of time, unless the agreement is of temporary duration by its nature.



2. Parties can terminate agreements for an indefinite period of time with due observance of a notice period of one month. Cancellation must take place in writing by the end of one month.
3. Equi-Facility has the right to terminate the agreement with immediate effect, if the customer fails to pay the agreed fee on time, if the horse to which the agreement relates dies, if the customer causes nuisance, if the customer has obligations from the agreement or the general terms and conditions or if the safety of other horses is endangered. In all these cases, the customer is obliged to pay the fee until the end of the relevant month.
4. The customer can terminate the agreement with immediate effect if Equi-Facility fails to properly take care of the horse and despite a written notice of default by the customer within a reasonable period after receipt thereof by Equi-Facility no improvement has occurred in this situation.
5. The customer must collect the horse no later than the end date of the agreement. The customer is obliged to compensate for any damages that arise if the customer does not comply with this obligation.

Article 5. REMUNERATION, PAYMENT AND SECURITY

1. Payment must be made into an account to be designated by Equi-Facility.
2. The compensation is determined in advance. Equi-Facility charges the fee in advance per month and will send the customer an invoice for this.
3. Unless otherwise agreed, the customer must pay within eight days of the invoice date.
4. Unless otherwise agreed, the reimbursement does not include the costs of hoof care, vaccinations and veterinary care. Equi-Facility will charge these costs to the customer separately.
5. Equi-Facility is entitled to pass on the increase in cost-determining factors that occur after the conclusion of the agreement to the customer. It will announce this thirty days in advance. In the event of a price change, the customer is entitled to cancel the agreement with due observance of a notice period of one month.
6. As security for the payment of the fee, the customer gives the horse to Equi-Facility as pledge. Equi-Facility accepts the horse as a pledge. The customer explicitly guarantees the authority to pledge the horse and declares that this is free from limited rights. For this, the horse is brought under the control of Equi-Facility. The original horse passport and the (copy) studbook certificate are handed over to Equi-Facility by the customer with the horse.
7. If the customer fails in the obligation to Equi-Facility, or in the event of bankruptcy, suspension of payment or application of the Debt Restructuring Natural Persons Act of the customer, Equi-Facility is entitled



to the horse to publicly sell by any lawfully permitted manner and to pay the amount owed by the customer to Equi-Facility from the proceeds. The costs of execution are borne by the customer. Any surplus will be paid to the customer.

Article 6. DELIVERY OF HORSE

1. The customer must deliver the horse to Equi-Facility in good health and condition. The horse must be provided with all necessary vaccinations against - among other things - influenza, tetanus and rhinopneumonia, trimmed, dewormed and provided with the accompanying, original horse passport.
2. When entering into the agreement, the customer will hand over the horse passport to Equi-Facility. The same applies to the (copy) studbook certificate, if and insofar as it is available. The customer must also submit a vaccination certificate to Equi-Facility before the arrival of the horse.
3. Equi-Facility and the customer record the general condition - including the hooves - of the horse. Equi-Facility and the customer also jointly record in writing - if necessary with photos or film recordings - the horse passport, vaccinations and worm treatments. Any consequences of the lack of a horse passport or a proper registration therein are at all times at the expense of the customer.
4. Particulars, deviations and / or defects, insofar as observable on visual inspection, are also recorded in a report signed by both parties.

Article 7. FEED

1. Equi-Facility is entitled to feed the horse at its own discretion and with due observance of any outdoor grazing, the condition and the needs of the horse.



Article 8. STORAGE

1. Equi-Facility will use (walking) stables for the parking. The horse will be kept there in groups or alone. Equi-Facility is entitled to adjust the storage method at its own discretion.

Article 9. GRADUATION / Paddock

1. Equi-Facility is entitled to have the horse's movement in the paddock and / or pasture grazing take place at its own discretion. Equi-Facility will also take into account weather conditions and the condition of the pastures.

Article 10. VET

1. Equi-Facility is entitled to have the horse dewormed at its own discretion. Deworming takes place as a result of manure research. This manure research will take place at least four times a year. Equi-Facility is entitled to separately charge the costs for deworming and manure research to the customer.
2. Equi-Facility does not guarantee that the horse will be completely worm-free. This concerns the normal usual best efforts obligation of Equi Facility.
3. Equi-Facility is entitled, in consultation with a veterinarian, to have the horse vaccinated at least once every nine months in accordance with the regulations of the Royal Dutch Equestrian Federation, including against tetanus, influenza and rhinopneumonia. The costs thereof are not included in the price and will be charged separately by Equi-Facility to the customer.

Article 11. VET

1. Equi-Facility determines at its own discretion whether the horse requires medical attention or treatment by a veterinarian. The veterinary care / treatment takes place by the veterinarian of Equi-Facility, unless the customer explicitly indicates that they wish to designate a different veterinarian when entering into the agreement. The involvement of a veterinarian is done by Equi-Facility in consultation with the customer. If the involvement of a specialised veterinarian is necessary, the customer will order this.
2. In an emergency, the Equi-Facility is permitted to immediately call in the veterinarian and have the required veterinary treatment carried out. Whether there is an emergency is at the discretion of Equi-Facility. The customer will be notified no later than 24 hours after the vet has been called in.



3. The costs of veterinary care, guidance or treatment are not included in the reimbursement and are charged directly to the customer by the veterinarian, or charged separately to the customer by Equi-Facility.

Article 12. HOOFF SMID

1. Equi-Facility ensures that the horse receives the usual hoof care. A farrier is called in for this by Equi-Facility. Equi-Facility assesses at its own discretion when hoof care is required. The hoof care is carried out by Equi-Facility's own farrier, unless the customer expressly indicates that they want a different farrier when entering into this agreement.
2. In an emergency, Equi-Facility is permitted to immediately call in the farrier and have the required grooming / treatment performed. Whether there is an emergency is at the discretion of Equi-Facility. The customer will be notified no later than within 24 hours after calling in the farrier in a case as referred to in paragraph 2 (and only then).
3. Hoof care in horses that lack experience poses risks for the horse. The customer explicitly accepts any damage to the horse that occurs during the execution of hoof care.
4. The costs of the farrier, including trimming the hooves, are not included in the fee and are charged separately to the customer by Equi-Facility.
5. Costs for any special operations by the farrier and / or hoof fittings are always at the expense of the customer.

Article 13. LIABILITY OF EQUI-FACILITY

1. With due observance of the provisions of paragraph 3 of this article, Equi-Facility is not liable for theft, accident, death, illness or damage to the horse, nor for damage resulting from the use of products or services offered.
2. Equi-Facility is not liable for damage resulting from intent or gross negligence on the part of employees and volunteers of Equi-Facility.
3. Equi-Facility is only liable to the customer for damage if it can be demonstrated that this damage has been caused by actions by or on behalf of Equi-Facility that are in serious conflict with the care taken in the exercise of the operation of Equi Facility should be pursued.
4. Equi-Facility is not liable for indirect costs and indirect damage that is in any way related to or caused by a culpable error or shortcoming in the implementation of the agreement.
5. The liability of Equi-Facility for direct costs and damage that is in any way related to or caused by an error or shortcoming in the implementation of the agreement, is at all times limited to the amount for which Equi-Facility



has can insure for such events causing damage and for which actual cover is provided.

6. For the rest, Equi-Facility's liability is limited to the amount equal to three months of compensation.

Article 14. CUSTOMER LIABILITY AND INSURANCE

1. The customer is (risk) liable for damage to Equi-Facility or to third parties or property of third parties (including horses), which is the result of the horse's own behaviour.
2. The customer is responsible for insuring the horse and keeping it insured against fire, theft and other damage. The customer also takes out legal liability insurance. This liability insurance must explicitly cover the risk of owning a horse, even if the horse is stabled with third parties. When entering into the agreement, Equi-Facility has the right to request access to the insurance policy.

Article 15. CORRESPONDENCE

1. The customer must notify Equi-Facility of any change of address or change in contact details within one week after the change. Equi-Facility has the right to report to the (e-mail) address of the customer known to it.

Article 16. VALIDITY OF THE GENERAL CONDITIONS

1. The invalidity of one or more of the provisions in these general terms and conditions does not affect the validity of other provisions.
2. If provisions in these general terms and conditions are invalid for any reason, the parties are deemed to have agreed upon valid replacement provisions, which approximates the invalid provision as closely as possible in scope.

Article 17. CHOICE OF LAW AND FORUM

1. Dutch law is applicable.
2. The Dutch Civil Court with jurisdiction in the location of Equi-Facility will take cognisance of any disputes. Equi-Facility may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.