

## GENERAL TERMS AND CONDITIONS OF NESTO

1. **Parties**

The grouping of veterinary practices with operating company Nesto BV, with company number BE 0897.729.357 and registered office at Voortkapelseweg 102, 2200 Herentals, as well as the website(s) and social media channels operated by it, and all legal entities associated with the grouping, as listed in Annex 1. hereinafter "**NESTO**"

and

any natural person or company on whose behalf NESTO provides services or goods, whether or not for the actual beneficiary or his animal(s), hereinafter "**Customer**".
2. **Definitions**
  - "**Terms and Conditions**": all provisions listed below, including annexes that are an integral part of this
  - "**Animal**": the animal that the Customer registers with NESTO or offers for a veterinary Care Provision in the broadest sense of the term
  - "**Care Provision**": any healthcare, (para)medical or diagnostic action that NESTO performs on behalf of the Customer, whether or not in the Practice or on location
  - "**Services**": the Services that NESTO provides for the benefit of the Customer in order to offer or implement the Agreement, as well as the administrative, promotional and accounting processes for this purpose
  - "**Veterinarians**": the veterinarians, paraveterinaries, as well as the assistants and veterinarians in training who act under their supervision, and who offer Care Provision on behalf of NESTO in accordance with the Law on the practice of Veterinary medicine and the Decree on Paraveterinaries and/or according to the guidelines of the deontological code of the order of veterinarians (Conseil régional de l'Ordre des Vétérinaires d'expression française/Nederlandstalige Gewestelijke Raad van de Orde der Dierenartsen)
  - "**Veterinarian on Call**": the Veterinarian to whom the Customer must turn for urgent Care Provision during the weekend, holidays or outside NESTO's opening hours, whose contact details the Customer can find on <https://www.ordederdierenartsen.be/wachtdiensten> or can hear on the answering machine of their own NESTO veterinary practice
  - "**Sale**": any sale or delivery of Goods by Nesto to the Customer, whether or not as a result of an order placed directly or via "remote sale"
  - "**Goods**": all medical materials that NESTO uses for the Care Provision and/or Goods that the Customer purchases from or via NESTO, such as but not limited to medication, care materials, pet food and pet supplies.
  - "**Website**": the Website <https://nesto.be> and any alternative domain operated by NESTO
  - **Applications**: the online applications and software applications that NESTO uses and/or offers to the Customer without obligation, for example for making an online appointment, such as the online appointment tool "*mijndieren.eu*" developed, managed and maintained by SONTAS (BE0893.138.980)
  - **Practice**: any veterinary care institution or space where NESTO provides Care Provision
  - **Contact Centre**: the service to which the Customer can turn with questions and notifications via the telephone number +32 3 37 60 785, the e-mail address [info@nesto.be](mailto:info@nesto.be) or the online contact form on the Website.
3. **Validity, notification and acceptance**

§1 These Terms and Conditions, including annexes, apply to every agreement, in the broadest sense of the word, between NESTO and the Customer.

§2 Due to the nature of the service and in the event of urgent Care Provision, NESTO cannot always provide the applicable Terms and Conditions to the Customer before the start of the agreement. Nevertheless, NESTO strives to provide the Customer with sufficient opportunity to consult and thus accept the Terms and Conditions. The Customer can freely view the Terms and Conditions via the Website or request a copy of them via the Contact Centre or in the Practice. Where possible, NESTO will also explicitly refer to the Terms and Conditions in appointment and order confirmations, invoices and payment reminders, as well as with use of the Website, whether or not via a clickable link and/or with a mandatory click action by the Customer.

§3 The Dutch Terms and Conditions take precedence over any translations.

§4 In the event of a conflict between the Terms and Conditions of NESTO and the Customer's terms and conditions, the parties agree to negotiate about the relevant provisions. Deviating agreements will be confirmed in writing and only relate to the deviating provision(s), while the remaining provisions remain fully in force.
4. **Making an appointment**

§1 The Customer who makes an appointment acknowledges having the necessary signature and decision-making authority and/or permission from the Animal Owner to offer the Animal for Care Provision at NESTO.

§2 The Customer can make appointments for Care Provision in the Practice during opening hours via the contact details of the relevant practice, the Website or the *Mijndieren.eu* application. An appointment is only final after NESTO or the Application explicitly confirms the appointment.

§3 A separate appointment must be made for each Animal.

§4 The Customer can request a home visit via the contact details of the relevant practice, for which NESTO reserves the right to accept or not accept such a request and to charge travel costs for this.

§5 NESTO reserves the right to refuse new appointments for Customers who repeatedly cancel appointments or repeatedly fail to show up.

§6 For the performance of the Care Provision, NESTO may appoint Veterinarians at its own discretion, with due observance of the legally permitted powers.
5. **Cancelling an appointment**

§1 The Customer must move or cancel appointments made via the contact details of the relevant practice. Cancellation is free provided it takes place at least 24 hours before the scheduled appointment. In the event of late cancellation or "no-show", the Customer must reimburse the scheduled consultation, and any costs for reserved time, goods and equipment.
6. **Consent, implementation and risks of Care Provision**

§1 The Veterinarian shall inform the Customer to the best of their ability about the content, possible results, risks and costs of the proposed Care Provision. The Customer has the right to request additional information at any time and to refuse the Care Provision.

§2 NESTO may submit a declaration to the Customer for signature in order to explicitly accept the nature of the Care Provision and the associated risks and costs, but is not obliged to do so.

§3 NESTO is not liable for a performed Care Provision that does not produce the desired result, unless there is gross negligence or malicious intent. The Customer acknowledges having been informed by the Veterinarian about the possible risks of the Care Provision and accepts that each Care Provision is an obligation of effort and not an obligation of result.

§4 In the event of suspicion of neglect, animal abuse or health risks due to diseases, NESTO will alert the competent authorities. If an animal suffers unnecessarily, has no reasonable chance of recovery and/or dignified life or becomes too dangerous for its environment, the Veterinarian is also entitled to euthanise the animal concerned, without owing any compensation to the Customer. NESTO will, as far as possible, notify the Customer in advance of an intention to euthanise and perform it in consultation, without this being required.

§5 If an Animal dies during the Care Provision or after euthanasia, NESTO will discuss the possible next steps with the Customer. The body can, for example, be collected from the Customer or taken into custody by NESTO until a decision on the further procedure follows. All costs for storage, transport, removal or cremation are borne by the Customer.
7. **Accommodation and collection of Animals**

§5 If provisions conflict with Belgian law or are void, this does not affect the legal validity of the remaining provisions. The invalid or void provisions must then be read as a valid provision in which the result is as close as possible to the intended result of the invalid or void provision.

§6 NESTO reserves the right to change its Terms and Conditions and prices at any time, but not to the detriment of the registered Customer. Any change that may affect current or future agreements with the Customer will be submitted to the Customer for notification and acceptance.

§7 Agreements or commitments made by parties other than those appointed by NESTO are only valid after written confirmation by NESTO.

§8 Each agreement with NESTO is an obligation of effort (i.e. not an obligation of result) whereby NESTO performs its Services and Care Provision to the best of its ability and according to the usual practices in the sector, with the diligence that the Customer may reasonably expect.

§1 The Customer shall pay a fee for each day that the Animal stays with NESTO. The day of admission is not counted as a day of stay, but the day of discharge is, regardless of the time of collection. The fee is a fixed rate per calendar day (depending on the relevant practice), plus any costs for food, medication and care materials.

§2 NESTO will notify the Customer as soon as the Animal is available for discharge. The Customer undertakes to collect the Animal as soon as possible and at the latest within 3 working days. If this period is exceeded, NESTO will remind the Customer of the collection obligation. 7 days after sending a written reminder, NESTO has the right to rehome or sell the Animal. Any additional costs will be charged to the Customer, any revenues will be deducted from the amount owed by the Customer to NESTO. Any balance will be refunded to the Customer by bank transfer.

## 8. Customer obligations

§1 The Customer shall provide the Veterinarian with all information that may be relevant to the Care Provision, the welfare of the Animal and the safety of third parties, such as information about previous medical procedures, allergies and/or biting behaviour.

§2 The Customer shall provide sufficient cooperation to the Veterinarian to ensure that the Care Provision proceeds correctly, smoothly and safely. In the absence of this, NESTO may refuse, stop or dissolve the Care Provision in full, without owing the Customer any compensation for this.

§3 The Customer shall respect instructions provided by the Veterinarian for the preparation and aftercare of the Care Provision, such as whether or not to feed before the Care Provision, care after the Care Provision and the punctual administration of medication.

§4 The Customer must transport, offer and shield the Animal from other Animals in a suitable manner, for example with a transport box, leash or muzzle.

## 9. Dissolution & force majeure

§1 NESTO may terminate the agreement if it cannot fulfil its obligations due to temporary or permanent force majeure. Force majeure is understood to mean all circumstances that cannot reasonably be influenced by NESTO, such as and not limited to: pandemic, strikes, traffic hindrances, exceptional weather conditions, fire, delayed or incorrect delivery by third parties etc. In such a case, the Customer is entitled to a refund of amounts already paid to NESTO, without additional damage compensation, for ordered Goods that have not yet been delivered and/or Services and Care Provision that have not yet been performed.

§2 NESTO may suspend the continuation or renewal of an agreement or dissolve it out of court, without being liable for damages, if:

- the Customer does not respect the payment obligation
- the Customer does not provide sufficient information or cooperation to the Veterinarian to perform the Care Provision correctly, safely and in an animal-friendly way
- the Veterinarian is unable to perform the Care Provision due to ethical or deontological objections
- the Veterinarian believes that the Care Provision has too little chance of success, is too risky or would cause the Animal unnecessary suffering.

The Veterinarian may not refuse the Care Provision if the performance is legally required or the result of a disciplinary sanction.

§3 The parties may terminate the agreement extrajudicially and free of charge if the other party fails to fulfil its contractual obligations. The parties confirm any intention to dissolve to each other in writing, with reasons and as soon as possible.

§4 The Customer remains obliged to pay debts incurred before the date of dissolution. If Care Provisions or Goods were only partially delivered, regardless of the time, these will be charged separately.

## 10. Website

§1 NESTO may adapt, limit or expand the form and content of its Website at its own discretion.

§2 Although NESTO makes every effort to ensure the optimal functioning and security of the Website, any malfunctions, interruptions, loss of data or unintentional spread of viruses or malware can never be ruled out. NESTO cannot be held liable for this.

§3 By using certain online Applications, the Customer acknowledges and accepts that these Applications, developed and managed by third parties, may apply different user conditions, cookies and data management than NESTO does. The Customer decides whether or not to use such Applications.

§4 The Customer must check to what extent general information or tips that NESTO shares via its Website are applicable to the Animal and, where necessary, inquire additionally with official agencies and/or a certified Veterinarian.

## 11. Privacy

§1 In accordance with the Belgian law of 8 December 1992 with regard to the protection of privacy in the processing of personal data, NESTO treats

Customer data as confidential information that it will not pass on, rent or sell to third parties, except with the explicit consent of the Customer.

§2 The Customer is responsible for keeping any login details confidential and for the use of passwords that are stored in encrypted form. NESTO does not have access to the Customer's login details and passwords.

§3 Personal data provided by the Customer are used for the implementation of the agreement, handling of complaints, invoice collection and promotional or informative communication.

§4 The Customer has the right to inspect and correct their personal data, to object, free of charge, to the use of their data for direct marketing purposes and to request information about the Privacy Policy of NESTO. To this end, the Customer shall address a written and dated request to the Contact Centre with the presentation of a valid proof of identity.

## 12. Cookies

§1 By visiting the NESTO Website, 'cookies' can be placed on the hard drive of the Customer's computers and mobile devices. A cookie is a text file that is placed by the server of a Website in the browser of the device every time a Website is consulted. NESTO also keeps online (anonymous) visitor statistics to check which pages of the Website are visited and to what extent.

NESTO uses the following cookies:

- *Functional cookies:* such as keeping track of login details.
- *Social Media cookies:* for information that is viewed on the Website that people want to share via social media. For the functioning of these buttons, social media cookies of the social media parties are used, so that they recognise the account of the visitor who wants to share an article.
- *Advertising cookies:* These cookies show relevant advertisements in function of personal interests.

The Customer can set their internet browser in such a way that cookies are not accepted, that a warning appears when a cookie is installed or that the cookies are deleted from the hard drive via their browser settings. Due to this action, it is possible that certain graphic elements will not appear correctly, or that certain applications will be unusable. By using the NESTO Website, the Customer agrees to the use of cookies.

## 13. Intellectual property rights & Scientific research

§1 All documents, images, texts, designs and all other intellectual works created by NESTO, regardless of their form, remain the property of NESTO. The Customer is not permitted to distribute, copy, publish or use these works in any way, either themselves or with the help of third parties, without the explicit prior consent of NESTO.

§2 If NESTO displays or transmits information from partners, government agencies or third parties, this is purely indicative and does not guarantee the correctness of the content.

§3 NESTO may use information, samples or organic material from treated animals for statistical and/or scientific research, unless the Customer expressly refuses this.

§4 The Customer can request a copy of examination reports and imaging results (e.g. X-rays) on request and for a fee.

## 14. Complaints procedure

§1 Any complaints about NESTO's services must reach NESTO in writing within 14 calendar days, after which NESTO will confirm receipt of the complaint within 30 days and then handle it as quickly as possible and to the best of its ability. The Customer may also submit complaints to the consumer ombudsman service of the F.O.D. Economy via <https://consumerombudsman.be/en>.

## 15. Liability

§1 In accordance with Art. VI.83, 13° WER, NESTO's liability is limited to direct damage insofar as this would be the result of non-compliance with the obligation entered into or caused by intentional grave error or fraud by NESTO and/or its representative(s). NESTO is correctly insured for occupational risks. Information on the covered risks and guarantees is available on request.

§2 NESTO is not liable for indirect consequential damage such as, but not limited to: vandalism, theft or loss of personal property in the Practice, loss of profit, non-awarded payments by insurers and damage or injuries caused outside the Practice.

§3 If one of the parties does not implement the agreement, only partially or incorrectly implements it, the party that has suffered damage shall notify the other party thereof in writing within 14 calendar days, stating the reason and an estimate of the damage suffered. Insofar as this is justified, demonstrable and can be expressed in financial value, the damage will be compensated between the parties. Under no circumstances does this exempt the Customer from the obligation to pay invoices that do not relate directly to the damage.

## 16. Disputes, evidence and applicable law

§1 The Customer accepts that analogue and digital communication, backups and camera images can serve as evidence.

§2 Belgian law applies, except when the mandatory provisions of private international law on applicable law apply to consumers and mandate another law. In the event of legal disputes, the (Belgian) courts of the registered office of NESTO are competent except where the mandatory provisions on jurisdiction for consumer contracts apply. Then the courts are competent as designated by international private law. The Customer can also contact the ODR platform for online dispute resolution: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

§3 The Vienna Sales Convention is expressly excluded.

## PROVISIONS FOR THE SALE OF GOODS

### 17. Offer and ordering process

§1 NESTO offers the Customer the option to purchase certain Goods such as, but not limited to, pet supplies, pet food, medication and care materials.

§2 The offer is valid while stocks last and can always be adjusted or withdrawn by NESTO. If an item or promotion is of limited validity or is made under Terms and Conditions, this shall be explicitly stated on the Website. NESTO is under no circumstances liable for the unavailability of an item. In the event that an item is not available and the order has already been confirmed by NESTO, the parties agree to cancel the transaction without any form of damage compensation.

§3 NESTO reserves the right to accept or refuse orders at its sole discretion. Orders originating from a Customer with whom a dispute exists or from a fraudulent profile or from which a serious shortcoming of the Customer appears may be cancelled or rejected by NESTO.

§4 Any request for delivery of Goods that the Customer transfers to NESTO by telephone, e-mail or the Website as well as the handing over of Goods by the Veterinarian to the Customer during the Care Provision is considered an order and a valid purchase agreement.

§5 Where possible, accepted orders for delivery to the Customer are confirmed by means of a written order confirmation. If the Goods are ordered and delivered, handed over or picked up on the same day, the invoice is sufficient as proof.

### 18. Delivery

§1 The method of delivery is agreed with the Customer when ordering. Goods can be handed over to the Customer in the Practice, picked up by the Customer in the Practice or delivered to the Customer's home.

§2 If Goods are delivered to an address specified by the Customer, NESTO reserves the right to:

- entrust shipment and delivery to a carrier of its choice
- charge shipping costs.

§3 Ordered Goods with collection by the Customer in the Practice remain available for 14 calendar days from the date on which NESTO has notified the Customer that the Goods are available for collection. If the term is exceeded, NESTO will remind the Customer of the agreed collection free of charge. From the 7<sup>th</sup> calendar day after this reminder, NESTO may charge costs for the storage of the Goods or repossess unpaid Goods without owing the Customer any compensation.

### 19. Retention of title

§1 In accordance with Article 3:92 of the Belgian Civil Code, NESTO remains the owner of the delivered Goods until the Customer has paid the agreed purchase price in full. If the Customer proves to be insolvent, in default or fails to fulfil its obligations for whatever reason, NESTO reserves the right to suspend the planned delivery or to revise the Goods, whether or not by picking them up itself or via an appointed carrier and to dissolve the agreement with the Customer.

§2 The Customer may only use the medication supplied for the intended use and Animal. Under no circumstances may the Customer trade, dispose of, modify or administer supplied medication to Animals or Persons other than those for whom the medication was prescribed.

§3 If the Customer has ordered Goods for a third end user or resold them, NESTO shall only remain bound by its obligations towards the Customer. In such a case, the Customer assumes the responsibilities and legal obligations towards the end user.

### 20. Inspection period and right of withdrawal

§1 The Customer, if a consumer in accordance with Art. I.1; 2° WER and not a company or legal entity, has the right to withdraw from a purchase agreement without giving reasons within a period of 14 calendar days, to be counted from the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes physical possession of the Goods.

§2 The right of withdrawal does not apply to Goods that:

- contain foodstuffs;
- are subject to decay or will quickly reach their expiry date;
- which may not be returned for reasons of hygiene and/or (public) health, such as medication or medical care materials;
- of which the seal was broken by the Customer after delivery;

- that have been made or adapted to the specifications of the Customer or have been clearly personalised.

§3 The Customer must in any case notify NESTO of the decision to withdraw before the withdrawal period has expired by means of an unambiguous statement (e.g. by e-mail). The Customer can use the attached model form (Annex 2) for withdrawal, but is not obliged to do so.

§4 The Customer must return or hand over the Goods to the Practice from which the Customer had collected the Goods without delay, but in any case not later than 14 calendar days after the day on which the Customer notified NESTO of its decision to cancel the agreement. Only items that are returned including all accessories and instructions for use and, as far as possible, accompanied by the original packaging, will be taken back. The direct costs of returning Goods are at the expense of the Customer.

§5 In the event of withdrawal, NESTO will refund all payments received up to that point to the Customer within a maximum of 30 days after NESTO has been informed of the decision to withdraw. In the case of Sales Agreements, NESTO may wait until all Goods have been returned, or until the Customer has demonstrated that they have been returned, whichever is earlier. NESTO hereby reserves the right to first check the condition and safety of returned Goods.

### 21. Warranty and defects

§1 The Customer is entitled to a warranty from the date of delivery in accordance with the law of 21 September 2004 on the Protection of consumers in the Sale of consumer goods (Art. 1649bis et seq. of the Old Belgian Civil Code). Any different commercial guarantee does not prejudice these rights.

§2 In the event of a defect or incorrect delivery, the Customer must notify NESTO as quickly as possible and at least within a period of 2 months after its determination. After that, any right to repair, replacement, dissolution, compensation, price reduction or otherwise expires.

§3 Warranty does not apply to defects as a result of bite or scratch marks, accidents, neglect, falls, use of the article in violation of the purpose for which it was designed, non-compliance with the instructions for use or manual, adjustments or changes to the article, heavy use, poor or insufficient maintenance, or any other form of abnormal or incorrect use.

§4 Defects that manifest themselves after a period of two years following the date of purchase, or delivery if applicable, are deemed not to be hidden defects, unless the Customer proves otherwise.

## RATES, PAYMENTS & INVOICE COLLECTION

### 22. Rates

§1 All rates or prices that NESTO communicates to the Customer, whether orally or via its Website, are indicative, in euros and including VAT and statutory taxes, unless explicitly stated otherwise. Temporary offers or offers that take place under specific conditions are displayed separately.

§2 NESTO is not responsible for incorrect representations of offers, services or prices due to incomplete information, printing errors, deviating colour reproduction or information that is out of date. Images may contain elements that are not included in the price and colours may differ from reality because they depend, among other things, on the user's screen settings.

§3 On simple request, the customer receives a non-binding cost estimate for planned Care Provision. Such cost estimates are indicative estimates from which no rights can be derived. Unforeseen costs for additional examinations, medication, Goods or as a result of complications during or after the Care Provision remain at the expense of the Customer.

§4 Not included in the rates as standard, unless explicitly stated:

- Care Provision outside opening hours (e.g. emergency interventions) or outside the practice space (e.g. home visit)
- any costs incurred by third parties (e.g. medical imaging, shipping costs etc.)
- any accommodation costs if the Animal stays with NESTO

§5 The Customer is responsible for submitting the necessary documents to their insurance company. NESTO is in no way liable for whether or not payments are awarded by the insurer or for any consequences of incorrect or late submission.

### 23. Payments

§1 Invoices are in principle to be paid in cash in the Practice via Bancontact, credit card, Payconiq or cash payment.

§2 NESTO is permitted to request an advance payment and to determine the order of magnitude thereof at its own discretion before the commencement of a Care Provision or delivery of Goods.

§3 If, for whatever reason, the Customer is unable to make the payment in cash or an extended payment period that would be allowed by NESTO, NESTO has the right to submit a written payment promise to the Customer for signature before commencing Care Provision. The Customer acknowledges that such promise of

payment counts as explicit acceptance of the claim and can serve as evidence in the context of dispute resolution and/or recovery procedures.

§4 The Customer undertakes to notify NESTO immediately in the event of insolvency risks, debt mediation and any scenario that may affect, suspend or prevent the prompt and full payment to any extent. The customer shall provide the necessary information and contact details of the third parties involved.

#### 24. Invoice collection in case of late payment

§1 The Customer may at any time request an up-to-date overview of Orders, invoices and payments via the Contact Centre or via the contact details of the relevant practice.

§2 If the payment term is exceeded, for whatever reason, NESTO will start a collection process, whether or not via an external party to whom NESTO transfers the necessary customer data for this purpose. The Customer shall in any case remain obliged to pay full compensation for the extrajudicial and/or judicial collection costs.

§2 Invoice collection from consumers in accordance with Book XIX of the Belgian Economic Code.

After exceeding the payment term, the Customer will receive a free payment reminder and a period of 14 calendar days to pay the amount due. No fees will be charged for this first payment reminder.

If the term stated in the payment reminder is exceeded, the following collection costs will become due and payable:

- **Late interest** in accordance with Art. 5 Act of 2 August 2002 on combating late payment in commercial transactions:

[https://financien.belgium.be/nl/over\\_de\\_fod/structuur\\_en\\_diensten/algemene\\_administraties/thesaurie/rentevoet\\_betalingsachterstand\\_handelstransacties](https://financien.belgium.be/nl/over_de_fod/structuur_en_diensten/algemene_administraties/thesaurie/rentevoet_betalingsachterstand_handelstransacties)

- **One-off lump-sum damages of**

- €20.00 for claims less than or equal to €150.00
- €30.00 + 10% of the outstanding amount in the tranche between €150.01 and €500.00
- €65.00 + 5% of the outstanding amount in the tranche between €500.01 with a maximum of €2,000.00

- **Fixed reminder fee** of €7.50 per letter plus postage, for each letter from the 4<sup>th</sup> reminder per calendar year.

The Customer has the right to request additional information about invoices, to request a payment plan, to report debt mediation as well as to dispute invoices received. The Customer must submit a written and reasoned request to NESTO within 14 calendar days, after which NESTO and/or the debt collectors appointed by it temporarily suspend the collection procedure in accordance with the legally defined deadlines of Book XIX of the Belgian Economic Code.

§4 Invoice collection from companies

For agreements with companies, the legal provisions on invoice collection in commercial transactions apply, including the provisions on interest due according to Art. 5. Payment Arrears Act dd. 02 August 2002. In the event of late or incomplete payment, a lump sum compensation is due for the amount due from the due date of the invoice, automatically and without prior notice or notice of default. This damages clause amounts to 10% of the principal sum with a minimum of €50.00, increased by flat-rate administration costs amounting to €12.50 and once again increased by any bank, postage and/or transaction costs insofar as they apply and the applicable judicial compensation.

#### 25. Refunds & Reciprocity Clause

§1 If the Customer is entitled to a refund, NESTO will refund the Customer with the same payment method with which the original transaction was made, unless the Customer expressly provides different payment information. No transaction or administration fees will be charged for refunds.

§2 Refunds shall be made as soon as possible and at the latest within 30 days. In the case of sales agreements, NESTO may wait until all Goods have been returned, or until the Customer has demonstrated that the Goods have been returned, whichever is earlier. The direct costs of returning Goods are at the expense of the Customer.

§3 In accordance with Art. VI.83 WER. 17°, the Customer-Consumer is entitled to equivalent compensation if NESTO does not fulfil its obligations. If NESTO and the Customer-Consumer owe each other any compensation or refund, the amounts stated in these Terms and Conditions apply to both parties.

### ANNEX 1: OVERVIEW OF LEGAL ENTITIES AFFILIATED WITH NESTO

The above-stated Terms and Conditions apply to every agreement concluded between the Customer and NESTO or between the Customer and every veterinary practice affiliated with NESTO, being:

1. **Dierenkliniek Orion**, Voortkapelseweg 102, 2200 Herentals, BE0716.941.945
2. **Cabinet Vétérinaire Demoulin-Poncelet**, Herbert Hooverlaan 22, 1200 Sint-Lambrechts-Woluwe, BE0730.713.173
3. **De Morette Kleine Dieren**, Edingsesteenweg 241, 1730 Asse, BE0443.249.121
4. **Dier & Dorp**, Rijmenamseweg 180, 2820 Bonheiden, BE0446.683.614
5. **Kruisbos**, Aarschotsesteenweg 320, 3111 Wezemaal, BE0475.548.438
6. **Veterinair Quadrant Herfelingen**, Steenweg Asse 144, 1540 Herfelingen, BE0898.037.183
7. **Veterinair Quadrant Denderleeuw**, Steenweg 529, 9470 Denderleeuw, BE0898.037.183
8. **Dierenartscentrum Trigenio**, Dorsel 38, 2560 Nijlen, BE0475.531.513
9. **DAP Merckx**, Leuvensesteenweg 30, 3370 Boutersem, BE0475.548.438
10. **Dierenartscentrum De Vledermuis**, Pulmstraat 18A, 9750 Kruisem, BE0439.477.504
11. **DnA Dierenartscentrum**, Mechelsesteenweg 1062, 3020 Herent, BE0475.518.447
12. **Vets for Pets Koksijde**, Robert Vandammestraat 40, 8670 Koksijde, BE0761.460.292
13. **Vets for Pets Nieuwpoort**, Albert I laan 107, 8620 Nieuwpoort, BE0761.460.292
14. **Vets for Pets Westende**, Arthur Meyneplein 6, 8434 Westende, BE0761.460.292
15. **Kerberos**, Tiensesteenweg 107, 3001 Heverlee, BE0475.548.438
16. **Het Neerhof**, Karel Alenlaan 4, 3293 Diest, BE0683.519.903
17. **Curiovet (Dierenarts Dieter)**, Staatsbaan 187, 3210 Lubbeek, BE0475.548.438
18. **Daktari**, Dorpsstraat 48, 2845 Niel, BE0644.696.840
19. **Cabinet vétérinaire MONVT**, Avenue Reine Astrid 104, 4900 Spa, BE0871.289.236
20. **Dierenartscentrum De Brem**, Gierlebaan 131, 2275 Lille, BE0446.894.638
21. **Dierenartscentrum De4Voeter**, Hilarion Thanslaan 69, 3621 Lanaken, BE0819.422.346
22. **Dierenartspraktijk Malfliet**, Martelarenlaan 1, 9200 Grembergen-Dendermonde, BE0812.117.157
23. **Dierenartspraktijk De Roeck**, Bortombestraat 11, 3401 Landen, BE0821.060.260
24. **DAP Cloots**, Acacialaan 31, 1840 Londerzeel, BE0790.305.223
25. **DAP Aan de Watergang**, Spaans Kwartier 51A, 9170 De Klinge, BE0789.821.906
26. **DAP Aan de Watergang** Sint-Gillis-Waas, Kronenhoekstraat 7, 9170 Sint-Gillis-Waas, BE0789.821.906
27. **DAP Aan de Watergang** Stekene, Kerkstraat 25A, 9190 Stekene, BE0789.821.906
28. **Aan de Watergang** Sint-Jansteen, Hemelstraat 8a, 4564 BB Sint-Jansteen, The Netherlands, [NLXXXXXXXX](#)
29. **De Dierendokters Brasschaat**, Zegeplein 10, 2930 Brasschaat, BE0508.621.280
30. **De Dierendokters Vlimmeren**, Statiestraat 3, 2340 Vlimmeren, BE0508.621.280
31. **DAP Dhondt**, Willebrordusstraat 42, 3910 Pelt, BE0769.748.745
32. **DAP De Kolis**, Peerderbaan 243, 3910 Pelt, BE0769.750.923
33. **DAP Het Bokt**, Op de Kippen 8, 3990 Peer, BE0769.746.171
34. **DAP Vee-Kracht**, Hoksentstraat 55, 3940 Hechtel-Eksel, BE0547.868.668
35. **DAP Equi-Repro**, Rue des Longs Bâtis (Septon) 14, 6940 Durbuy, BE0743.695.238
36. **DAP A-Plus**, Gelmelstraat 68, 2320 Hoogstraten, BE0776.546.465



**ANNEX 2: MODEL WITHDRAWAL FORM**

*To be used to cancel a purchase agreement in accordance with the General Terms and Conditions by returning this form within the statutory period.*

I hereby inform you that I wish to withdraw from our agreement for the purchase of the following Goods:

Description of item: .....

Ordered on date: .....

Ordered via: .....

Delivered on date: .....

Delivered to address: .....

Consumer name: .....

Consumer address: .....

Account number for any refund:.....

Date & Signature *(only if this form is sent by post)*