

GENERAL CONDITIONS

I. Delivery

- 1.1 The goods shall be applied in accordance with the instructions overleaf.
- 1.2 Buyers will not be responsible for any goods delivered without a purchase order.
- 1.3 Goods must be shipped as per instructions otherwise any extra handling charge will be billed back to the Seller.
- 1.4 Any deliveries ahead of the requirements of this Order may be refused by the Purchaser and will only be paid for on the date due against the scheduled delivery.

II. Testing of goods, risk indemnity design rights, etc.

- 2.1 Every consignment must conform in all respects with the requirements as to material and specification stated overleaf and the relevant drawings and specifications.
- 2.2 Title to the goods shall not pass to us and until the goods have been examined and/or tested and in the meantime the goods shall remain at your risk in all respects.
- 2.3 Any goods which fail to pass our tests will be returned to you at your expense and must be immediately replaced by you at your expense, in default of which we shall have the option to cancel this Order on provided by Condition 9 either as to the goods in question or as to the whole of the undelivered balance of the goods covered by this Order.
- 2.4 You shall indemnify us against any loss of or damage to any goods the property in which remains with us and which delivered to you for the purpose of this Order, arising while such goods are in your possession or before redelivery to us at our works.
- 2.5 All patents, registered designs, copyright and other protective rights in or resulting from any design or development work carried out by you at our request in the execution of this Order shall exclusively vest in us.

III. Payment

- 3.1 Unless otherwise stated overleaf, accounts shall become due on the collection dates.
- 3.2 Purchaser shall be entitled at all times to setoff any amount owing, whether or not then due from Seller to Purchaser against any amount due or owing the Seller with respect to this Order.

IV. Indemnify against infringement of Patents etc.

4. You warrant that neither the sale nor the use of the goods will infringe any local or foreign patent, trademark, trade name or registered design, and you shall indemnify us from actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement and at your own expense shall defend or assist in the defense of any proceedings which may be brought in that connection.

V. Indemnify against claims for injury, etc.

5. You shall indemnify us from all actions, costs, claims, demands, expenses and liabilities whatsoever in respect of personal injury to or death of any person to property not attributable to any act or neglect of ourselves or of any person for whom we are responsible, but which shall have occurred in connection with any work executed by you against this order or shall be alleged to be attributable to some defect in the goods.

VI. Force Majeure

6. We reserve the right at any time or from time to time request you to suspend any delivery or deliveries under the execution of any work covered by this Order to such extent and for such periods as in our absolute discretion we may consider expedient, owing to any cause of whatsoever nature beyond our control or to any other unforeseen contingency.

VII. Packing

7. No packing charges, packing cases or other containers shall be paid for unless agreed by the Purchaser.

VIII. Advertising

8. Seller agrees not to release any advertising copy mentioning buying or quoting the opinion of any Buyer's employees unless such copy is approved by Buyer in writing before release.

IX. Cancellation

9. We reserve the right to cancel this Order in whole or in part if this Order or any consignment on account thereof is not completed with all respects in accordance with the instructions overleaf and with foregoing Conditions, and for the purposes of this Condition time shall be the essence of this Order. In the event of our cancelling this Order as to all or any of the goods we shall be entitled to purchase a like quantity of goods of similar description and quality, and in that event you shall be liable to reimburse to us on demand all expenditure incurred by us in connection with our said cancellation including any increase in the price over the stated overleaf.

X. General

10. Nothing in this Condition shall prejudice any condition or warranty (expressed or implied) or other right to remedy to which we may be entitled in relation to the goods or services the subject of this Order by virtue of any Statute or custom or any general law or local law or regulation.

XI. Miscellaneous

11. Seller warrants that:

- a. It is licensed, registered, or qualified under local law, regulations, policies,

and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses or completed such registrations as may be necessary or required by law to provide the goods or services contemplated in this Agreement

- b. It has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value or improperly seek to influence any government official, and, if the Company is itself a government official, has not accepted, and will not accept in the future, such a payment;
- c. All information provided by it during *Zoetis'* pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire, is complete, truthful and accurate; and
- d. It undertakes to update these Representations or Warranties if during the performance of this Agreement, Seller, or any of the employees or individuals who will be primarily responsible for performing under the Agreement, or a relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of the Company; and
- e. It has been duly informed of *Zoetis'* policies, including *Zoetis'* Standard Provisions on FCPA, Confidentiality, Data Privacy and Intellectual Property, which is attached hereto as Non Disclosure Agreement.