

## Dechra Standard Terms and Conditions of Sale

### 1 Definitions and interpretation

1.1 In these terms and conditions of sale, the following definitions apply:

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with the You or Us, as the context requires

**Applicable Incoterm** means the Incoterms® 2020 rule stated in the Order (or, if none is stated there and none is otherwise agreed in writing by the parties, EXW), including the Place of Destination

**Applicable Law** means (a) any statute, regulation, by-law, or subordinate legislation, which is in force from time to time, to which a party is subject; (b) the common law as applicable to the parties (or any one of them); (c) any binding court order, judgment or decree applicable to the parties (or any one of them); and (d) any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force from time to time, and/or (ii) stipulated by any governmental, judicial or regulatory authority to which any party is subject

**Conditions** means the standard terms and conditions of sale set out in this document

**Contract** means these Conditions and the Order which together form the agreement between Us and You for the sale and purchase of the Goods

**Control** means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity. **Controlling** and **Controlled** shall be construed accordingly

**Customer Specifications** means the description, samples or specification for the Goods as set out in the Order

**Dechra Group** means Dechra Pharmaceuticals PLC (a company registered in England and Wales under company number 03369634) and its Affiliates for the time being and **member of the Dechra Group** shall be construed accordingly

**Force Majeure Event** means any event or sequence of events beyond a party's reasonable control including: (i) act of God, fire, flood, lightning, earthquake, pandemic, epidemic or other outbreak of disease or other natural disaster; (ii) war, riot, civil unrest, strike, lockout, act of governmental authority or other industrial action; (iii) interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of this Contract, but excluding Your inability to pay or circumstances resulting in Your inability to pay

**Goods** means the goods set out in the Order to be supplied by Us to You

**Order** means a written purchase order (including a purchase order by email) for the supply of the Goods

**Place of Destination** the named delivery destination being a place or port (and terminal at port, if any) as specified in the Order (or otherwise agreed in writing by the parties)

**Price** has the meaning given in clause 3.1

**Quality Technical Agreement** means the quality technical agreement between the parties setting out the GMP responsibilities of each party.

**We, Us or Our** means the member of the Dechra Group set out in the Order

**You or Yours** means the purchaser of the Goods from Us, as set out in the Order

1.2 These Conditions supersede any previously issued terms and conditions of sale and shall apply to the exclusion of all other terms or conditions contained or referred to in any Order, invoice or other document sent by You to Us but excluding any distribution agreements currently in force between the parties.

1.3 If there is any inconsistency or conflict between a provision in the Order and a provision in these Conditions these Conditions shall prevail unless in the Order it is expressly stated that a Condition shall not prevail for the purpose of that Order.

1.4 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

### 2 Order

2.1 Each Order placed by You shall be an offer to purchase the Goods in accordance with these Conditions. Each Order placed by you shall form a separate legally binding contract with Us.

2.2 We have 30 days to accept Your Order. Your Order will have been accepted by Us when We issue You with written acceptance of the Order (which may be by email) at which point and on which date this Contract shall come into existence. If We do not issue You with written acceptance of the Order then the Order is not deemed to be accepted.

2.3 Any description contained in Our catalogues, samples, price lists or other advertising material presents a general picture of the Goods only and shall not form a representation or be part of this Contract.

2.4 Where Goods are to be supplied from stock, such supply is subject to availability of stock at the date of delivery.

2.5 Any Order accepted by Us in accordance with clause 2.2 cannot be cancelled or amended without Our prior written agreement.

### 3 Price

3.1 Subject to any rebate agreements We have agreed with You, the price payable by You for the Goods is set out in the Order (**Price**). All prices are exclusive of VAT (or equivalent sales tax) and all other costs including but not limited to: delivery costs; applicable discounts; packaging;

freight etc. Where a charge applies to an Order, We will set out the small charge in an invoice.

- 3.2 Subject to clause 3.1, We can increase the Price of the Goods at any time with immediate effect by issuing You with a revised Price List:

#### **4 Payment**

- 4.1 We can invoice You for the Goods in advance or on or after delivery.
- 4.2 If: (a) We require payment in advance of delivery, We are not required to deliver the Goods until You have paid for the Goods; or (b) You are collecting the Goods, and payment in advance is not set out in the invoice, then We can invoice You at any time after We have notified You that You can collect the Goods.
- 4.3 When deliveries are spread over a period We will invoice each consignment as dispatched and each invoice will be a separate account and payable by You accordingly.
- 4.4 You will pay all invoices in full without deduction in cleared funds within 30 days of the date of each invoice.
- 4.5 Time of payment is of the essence. If You fail to pay any sums due under these Conditions in full by the due date We can: (a) charge interest (both before and after judgment) on such sums at 4% a year above the base rate of Bank of Scotland from time to time in force on a daily basis from the due date for payment until actual payment in full; and/or (b) cancel this Contract or suspend any further deliveries so long as the default continues.

#### **5 Delivery and Packaging**

- 5.1 We will deliver the Goods in accordance with the Applicable Incoterm to the Place of Destination except that: (a) if You collect or arrange collection of the Goods from Our premises, or nominate a carrier, delivery shall take place when the Goods are loaded onto the collection or carrier's vehicle; or (b) if the Goods are ready to be dispatched from Our premises and You fail to or refuse to provide Us with delivery instructions or the Place of Destination, delivery shall take place when We notify You that We are waiting for delivery instructions.
- 5.2 If You fail to take delivery of the Goods, delivery shall take place at the time We made the Goods available to You.
- 5.3 Time of delivery is not of the essence. The dates for delivery are approximate only. We will not be liable for any delay in delivery or failure to deliver the Goods. We can deliver the Goods in instalments. Any delay in delivery, failure or defect in any one or more instalments shall not entitle You to reject delivery or cancel any further instalment(s). Each instalment is a separate contract.
- 5.4 You will not reject delivery of the Goods if an incorrect volume of the Goods is supplied. Each delivery shall be accompanied by a delivery note from Us stating, without limitation, the type, quantity, batch number and expiry date of the Goods delivered. For the avoidance of doubt, We may send You the delivery note prior to the Goods being dispatched by Us.
- 5.5 We will package the Goods using such materials, in such quantities and manner as We see fit.

#### **6 Acceptance**

- 6.1 You will thoroughly and promptly visually inspect the Goods on receipt and within 7 days (by telephone and in writing) will inform Us of any quantity missing or any apparent damage, defect or shortage.
- 6.2 If We do not receive any notice from you of any visual defects in the Goods in accordance with clause 6.1, You will have accepted the Order.
- 6.3 Subject to clause 9.4, We have no liability whatsoever to You for any defective Goods if You do not notify Us in accordance with clause 6.1.
- 6.4 We will, at our choice, either replace the defective Good(s), or credit the Price for such defective Good(s) to You. Our liability to replace the defective Good(s) or to credit the Price is the full extent of our liability in respect of such defective Good(s).
- 6.5 You will promptly return any defective Good(s) to Us unless We ask you to safely destroy such defective Good(s). We will reimburse You any reasonable, evidenced costs for such destruction.
- 6.6 You will not, and no third party appointed by You will, make any alterations, modifications or repairs to any Goods their packaging or labelling.

#### **7 Recall**

- 7.1 If You believe that a Goods recall is legally required, You will immediately tell us.
- 7.2 You will keep accurate records of all deliveries of Goods (including batch numbers and delivery date) to facilitate any required recall.
- 7.3 You will not initiate a Goods recall unless there is a breach, failure or negligence on Your part, in which case You will not initiate the recall until We approve such recall. You will cover the costs of any recall.
- 7.4 You will provide reasonable assistance to Us upon request to facilitate Our recall of any Goods. If the recall is required due to Our breach, failure or negligence, We will reimburse Your reasonable, evidenced and pre-approved third party costs directly incurred in providing such requested assistance.

#### **8 Title and Risk**

- 8.1 Risk in the Goods shall pass to You on delivery of the Goods in accordance with clause 5 or, if You fail to take delivery of the Goods, when We make the Goods available to You.
- 8.2 Title to the Goods shall pass You once We have received payment in full and clear funds.
- 8.3 You will hold the Goods as bailee for Us until title to the Goods has passed to You. Until then, You will: (a) keep the Goods separate from all other materials in Your possession and clearly identifiable as belonging to Us; (b) store the Goods safely and in accordance with all Applicable Laws; (c) not remove or alter any mark on the Goods or their or packaging; (d) keep the Goods in the condition in which they were delivered; (e) insure the Goods from the date of delivery with a reputable insurer for an amount at least equal to their Price.

- 8.4 Before title to the Goods has passed to You: (a) You can in the ordinary course of business sell the Goods as principal at market value; (b) You will hold any proceeds of sale representing the amount You owe to Us in a separate account on Our behalf; and (c) We can (without prejudice to any of its other rights): (i) enter any premises where You store the Goods and retake possession; (ii) require delivery of all or part of the Goods; or (iii) terminate Your authority to sell the Goods immediately on notice.
- 8.5 If You sell the Goods in accordance with clause 8.4, title to the Goods passes to You immediately prior to the resale.
- 8.6 You will safely store and transport all Goods in appropriate conditions, in accordance with the instructions We give to you, the directions on the packaging, and all applicable laws and regulations.

## 9 Warranty

- 9.1 We warrant that the Goods will correspond with the market authorisations (if any) at the time of delivery and will be reasonably free from latent defects in design, material and workmanship on the date of delivery.
- 9.2 If we supply but do not manufacture the Goods, We will provide equivalent warranties to those (if any) which We receive from the manufacturer or supplier of such Goods. The warranties will go no further than those provided in clause 9.1 and only if You have provided Us with written notice of any defects within the period specified in clause 9.1.
- 9.3 Our obligations in clauses 9.1 and 9.2 will not apply: (a) to damage caused by Yours or any third party's act, default or misuse of the Goods or by failure to follow any instructions supplied with the Goods, including any instructions on packaging or labelling, any instructions provided by Us and any instructions in the relevant Quality Technical Agreement in relation to (but not limited to) handling, storage, operation or maintenance; (b) to any alterations, modifications or repairs to the Goods performed by any person other than Us or any person approved in writing by Us; and (c) if You have not paid for all Goods by the due date under this Contract.
- 9.4 Subject to clause 9.3, if You make a valid claim in respect of all or part of the Goods under clauses 9.1 and 9.2, We will either replace or refund the Price (or a proportion of the Price) but We will have no further liability to You.
- 9.5 Except as set out in this clause 9: (i) We give no warranties and make no representations about the Goods; (ii) We will have no further liability for the Goods; and (iii) all warranties and conditions (whether express or implied by law) are excluded to the extent permitted by law.
- 9.6 You warrant that if an import licence or permit is required for the importation of the Goods into the country of destination then such licence or permit has been obtained by You or will be obtained by You prior to shipment.

## 10 Limitation of Liability

- 10.1 Nothing in this Contract limits or excludes the liability of: (a) either party for death or personal injury caused by the negligence of a party or its officers, employees, agents, contractors or subcontractors; (b) either party for any fraud or fraudulent misrepresentation (including that of its

officers, employees, agents, contractors or subcontractors); and (c) either party for any matter for which it would be unlawful for the parties to exclude or limit liability.

- 10.2 Subject to clause 10.1, Our maximum aggregate liability under and/or in connection with this Contract, shall be limited to the Price as set out in this Contract.
- 10.3 We will not be liable for any losses arising under or in connection with this Contract which are: loss of profit or loss of revenue (in each case whether direct or indirect); loss of business; loss of anticipated savings (whether direct or indirect); indirect or consequential losses.

## 11 Confidentiality

- 11.1 You will keep confidential all information and materials provided to You by Us and shall not at any time disclose to any person any confidential information concerning Our business, affairs, products, customers, clients or suppliers.
- 11.2 You can disclose Our confidential information: (a) to Your employees, officers, representatives or advisers (and those of any Your Affiliates) who need to know such information for the purposes of complying with this Contract and/or exercising its rights under this Contract ("**Representatives**") and (b) to the extent strictly required by applicable law, to a court or any governmental or regulatory authority with competent jurisdiction.
- 11.3 You will ensure that Your Representatives comply with this paragraph 10 and will be responsible for their actions and omissions in relation to Our confidential information as if they were Your actions and omissions.

## 12 Intellectual Property

- 12.1 We own all intellectual property rights in the Goods, Goods packaging and labelling, the trade marks used in connection with the Goods (including without limitation on the Goods packaging and labelling), the Goods registration dossier(s), and any related documentation and goodwill.
- 12.2 You will not do anything which may infringe or adversely affect the validity or reputation of Our intellectual property rights;
- 12.3 You will immediately inform Us if You become aware of (i) any actual or suspected wrongful use of Our intellectual property rights by You or any third party; or (ii) any third party intellectual property infringement claim relating to the Goods.
- 12.4 You will assist Us in asserting or defending Our rights upon request. You will not take any action or admit any liability in connection with such use or claim without Our prior written consent.
- 12.5 You will not use any advertising or promotional materials for the Goods unless they adhere to Our brand guidelines, and You have provided Us with copies of such advertising or promotional materials in advance for approval.

## 13 Compliance Requirements

- 13.1 You will comply with Our policy on anti-bribery and corruption as set out in Schedule 1 to this Contract.
- 13.2 You will promptly send copies (translated into English) of any information provided to You by any relevant authority

- relating to any Goods and/or this Contract. You will notify Us within 24 hours of becoming aware of any investigation into or enforcement of any actual, alleged or potential breach of any legal or regulatory requirement relating to the Goods.
- 13.3 You will maintain a system for handling complaints relating to the Goods and promptly send Us details of all complaints received, together with all relevant evidence.
- 13.4 You will maintain full accounts and records showing all enquiries, transactions and proceedings relating to the Goods and, to the extent You can do so, provide copies of the same to Us on request.
- 13.5 You will allow Us to inspect any Goods stored at Your premises during normal business hours on reasonable notice.
- 14 Termination**
- 14.1 We can terminate this Contract with immediate effect on written notice if: (a) You commit a material breach of this Contract which is not remediable (or if remediable is not remedied within 14 days of notice); (b) You have failed to pay an amount due under this Contract on the due date and it remains unpaid for 30 days after We give You notice of such overdue payment; (c) if (i) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed in respect of the whole or any part of Your assets and/or a winding up petition is issued against You; or (ii) You propose to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or (iii) any event or proceeding with respect to You that has an effect equivalent or similar to any of the foregoing; or (d) You undergo a change of Control.
- 14.2 After the service of a termination notice We will not be liable for any failure or delay whatsoever in supplying any (terminating) Goods; and We may cancel any outstanding orders for (terminating) Goods placed under this Contract (whether or not We have previously accepted such Orders) without liability.
- 15 Force Majeure**
- 15.1 If, due to a Force Majeure Event, We: (a) cannot perform a material obligation; or (b) are delayed in or prevented from performing Our obligations for a total of more than 90 days, We can at Our discretion and without liability to You: (a) terminate this Contract on immediate notice; (b) reduce the volume of Goods ordered by You; or (c) perform or continue performance under this Contract within a reasonable time after the termination of such events or circumstances.
- 15.2 In the event of a Force Majeure Event, You will accept the Goods or such part of them as are delivered to You notwithstanding any delay.
- 16 General**
- 16.1 Any notice given under this Contract shall be in writing marked for the attention of the person set out in the Order and delivered by hand or sent by internationally recognised commercial courier service to the address set out in the Order. Notices will be deemed to have been received on the day of delivery. You will email a copy of any notice to [corporate.enquiries@dechra.com](mailto:corporate.enquiries@dechra.com).
- 16.2 Our rights and remedies under this Contract are cumulative, are not exclusive and may be exercised without prejudice to any other rights or remedies provided in this Contract, by law or equity, or otherwise.
- 16.3 You will at your own cost, do all acts and execute all documents necessary to give full effect to this Contract.
- 16.4 No variation of these Conditions, an Order or the Contract, shall be binding unless expressly agreed in writing and signed by an authorised signatory of You and Us.
- 16.5 You will comply with all applicable laws, enactments, regulations, regulatory policies, guidelines and industry codes and shall maintain any authorisations, approvals, permits and authorities required from time to time in connection with this Contract.
- 16.6 If any provision of this Contract is held to be illegal, invalid or unenforceable, in whole or in part, it will be deleted and the remaining provisions shall remain in full force and effect.
- 16.7 Any delay by Us in exercising, or failure to exercise, any right or remedy in connection with this Contract shall not operate as a waiver of that right or remedy.
- 16.8 Nothing in this Contract shall create or be deemed to create a partnership, joint venture or principal-agent relationship between Us and You and neither party has authority to act in the name of or bind the other in any way.
- 16.9 You will not assign or subcontract any right or obligation under this Contract, in whole or in part, without Our prior written consent.
- 16.10 This Contract constitutes the entire agreement between the parties, and supersedes all previous agreements and understandings, whether in writing or oral, between the parties in relation to its subject matter. Each party acknowledges that it has not entered into this Contract in reliance on any representation that is not expressly set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 16.11 In the event that You or any of your Affiliates negotiate and enter into (or have already negotiated and entered into) a separate written commercial agreement with any member of the Dechra Group in connection with the Deliverables, and to the extent that such agreement conflicts with the terms of this Contract, such agreement shall take precedence over the terms of this Contract.
- 16.12 Except for any member of the Dechra Group, a person who is not a party to this Contract is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or such equivalent legislation in another jurisdiction. If a person who is not a party to this Contract is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or such equivalent legislation in another jurisdiction, the parties may rescind or vary this Contract without the consent of that person.
- 16.13 Unless local law requires otherwise, this Contract and any dispute or claim (including non-contractual disputes or claims) in connection with it shall be governed by English law. The parties irrevocably agree that this Contract shall

be subject to the exclusive jurisdiction of the courts of England and Wales.

### Schedule 1

#### Compliance with Applicable Laws, Anti-Bribery and Corruption

For the purposes of this Schedule, the following terms have the following definitions:

- 1 In connection with the activities to be carried out under this Contract, each Party shall at its own expense comply with all Applicable Laws, and shall ensure that its officers, directors, employees and any third parties engaged or instructed to act in relation to this Contract (the "**Relevant Persons**") are aware of and comply with all anti-bribery and corruption laws applicable to this agreement ("**Anti-Bribery Laws**") including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 and any other anti-bribery laws that apply in the jurisdiction in which each Party is located, as well as any conditions binding upon it in any applicable licences, registrations, permits and approvals.
- 2 You shall procure that Your Relevant Persons shall not take any actions or make any omissions that would cause either Party to be in violation of any applicable Anti-Bribery Laws.
- 3 You shall procure that Your Relevant Persons shall not, directly or indirectly, offer, pay, promise to pay or authorise any bribe, other undue financial advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with this Contract or any transactions undertaken for Us or on Our behalf.
- 4 You shall comply with Our Third Party Code of Conduct, as updated from time to time and available on the "Policies" section of the Dechra website ([www.dechra.com](http://www.dechra.com)), and ensure that, in relation to the activities to be carried out under this Contract, Your Relevant Persons are subject to policies and procedures that are reasonably designed to prevent bribery or corruption and ensure compliance with Anti-Bribery Laws and undertake that You shall procure the compliance with such policies and procedures by Your Relevant Persons.
- 5 You shall provide such assistance as is reasonably requested by Us to ensure compliance with this Schedule 1 including, without limitation, by:
  - (a) promptly reporting to Us any breach or suspected breach of Anti-Bribery Laws or of this Schedule 1; and
  - (b) assisting Us in investigating and remedying any such breach or suspected breach, including but not limited to providing Us with:
    - (i) answers to any written or oral inquiries raised by Us related to Our investigation;
    - (ii) documentary evidence of transactions (including without limitation financial records evidencing payment(s) relating to such transactions; and
    - (iii) details and/or copies of communications relating to such transactions.
- 6 Where subcontracting is permitted under this Contract, You shall ensure that the subcontractor is required to comply

with the Anti-Bribery Laws and the requirements of this Schedule 1, that the terms of this Schedule 1 are replicated in a written agreement with the subcontractor and that such agreement is made available for Our review and approval upon reasonable request.

- 7 You represent and warrant that neither You nor, to Your knowledge, any of Your Relevant Persons:
  - (a) are currently under actual or threatened investigation, inquiry or audit by any government authority in relation to any potential offence involving fraud, bribery, corruption or dishonesty; or
  - (b) have been convicted of or pleaded guilty to an offence involving fraud, bribery, corruption or dishonesty.
- 8 You represent and warrant that Your entering into this Contract and Your performance of the obligations it contains is compliant with all Applicable Laws together with any applicable restrictions on trade (including international sanctions measures, trade embargoes, export controls and other foreign trade controls as amended from time to time) ("**Trade Restrictions**").
- 9 You represent and warrant that neither You nor any of Your branches, subsidiaries, beneficial owners (including persons holding 10% or more of Your shares or, as a result of voting rights, a Controlling interest in You), joint venture partners or, to Your knowledge, any Relevant Persons are the target of trade or financial sanctions measures imposed by the United Nations, the European Union, the United Kingdom, the United States of America or any other jurisdictions relevant to this Contract ("**Restricted Persons**").
- 10 You represent and warrant that You:
  - (a) shall not onward supply any products, goods, services, technology or intellectual property that have been provided to You by Us either directly or indirectly to or for the benefit of a Restricted Person;
  - (b) shall take appropriate steps to ensure compliance with applicable Trade Restrictions, including by carrying out screening of any third parties located in countries subject to sanctions measures against applicable lists of sanctions targets; and
  - (c) have not, in the past five years, made any voluntary disclosures, nor been subject to any investigation or enforcement action in relation to a breach or suspected breach of Trade Restrictions.
- 11 You hereby indemnify Us against any losses, liabilities, damages, costs (including but not limited to legal fees), fines, penalties and expenses incurred by, or awarded against Us as a result of any breach of this Schedule 1 by You.
- 12 Breach of this Schedule 1 shall be deemed a material breach of this Contract.