

**BOEHRINGER INGELHEIM LIMITED, BOEHRINGER INGELHEIM IRELAND LIMITED AND
BOEHRINGER INGELHEIM ANIMAL HEALTH UK LIMITED
STANDARD CONDITIONS OF PURCHASE**

1. Definitions

1.1 In these Conditions, the following definitions will apply:

- a. "Business Days" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- b. "Buyer" means Boehringer Ingelheim Limited (Co. No. 711858) or Boehringer Ingelheim Animal Health UK Limited (Co. No. 1961886) or Boehringer Ingelheim Ireland Limited (Co. No. 316925), as applicable, the registered office of which is at Ellesfield Avenue, Bracknell, Berkshire. RG12 8YS in the case of Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited, and Offices 303 & 304, Block B, The Crescent Building, Northwood, Santry, Dublin 9 in the case of Boehringer Ingelheim Ireland Limited, as specified in the Purchase Order.
- c. "Conditions" means the terms and conditions of purchase set out in this document as amended from time to time and any special terms and conditions agreed in writing by the Buyer.
- d. "Confidential Information" means all information obtained by one party, directly or indirectly, from the other leading up to or pursuant to this Contract, other than that which is expressly marked as or stated not to be confidential.
- e. "Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services, made on the basis of the Purchase Order and these Conditions.
- f. "Deliverables" means Goods and/or Services.
- g. "Goods" means all goods covered by the Purchase Order.
- h. Human Adverse Events: "Adverse Event" (AE) means any untoward medical occurrence, including an exacerbation of a pre-existing condition in a patient or clinical investigation subject administered a BI pharmaceutical product and which does not necessarily have a causal relationship with this treatment. The following data shall also be treated in the same way as AEs in patients or clinical trial subjects using a BI Product: pregnancy (including paternal exposure at conception or in the preceding 3 months), breast feeding whilst using a BI Product, occupational exposure to a BI Product, lack of effect, medication errors (unintended failure in the drug treatment process, prescribing, dispensing, administration), drug overdose (intentional and unintentional), drug abuse or misuse, withdrawal reactions, increased therapeutic response and/or unexpected benefit, drug/drug or drug/food interactions, suspected transmission of an infectious agent via a BI Product, off label use of a BI Product, counterfeit products, any Product Complaint (PC)/quality defect.
- i. "IP Rights" means any and all rights to inventions, patents, trade marks, trade names, registered designs, copyrights, design rights, domain names, rights in get-up, goodwill, database rights or other similar intellectual property rights, whether registered or unregistered, anywhere in the world.
- j. "Open Source Software" means software licensed under licences listed or described at www.opensource.org/docs/definition.php or licences listed at www.opensource.org/licenses (or any successor websites).
- k. "Product Quality Complaint" or "PQC" means any written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, efficacy or performance of a Buyer's veterinary product after it is released for distribution.
- l. "Purchase Order" means the form used to order the Deliverables.
- m. "Sanctioned Party List" means a list published by the UK Government, European Union, United Nations Security Council or United States of America listing designated persons and entities which are subject to trade or financial sanctions.
- n. "Seller" means the person named on the Purchase Order as the supplier and to whom the Buyer's Purchase Order is issued or has on previous occasions been issued.
- o. "Services" means services of any description provided by the Seller to the Buyer pursuant to the Purchase Order.
- p. "Specification" means any plans, drawings, data or other information relating to the Deliverables.
- q. "Taxes" shall mean all forms of preliminary or finally imposed taxation, domestic and foreign taxes, fees, levies, duties and other assessments or charges of whatever kind (including but not limited to sales, use, excise, stamp, transfer, property, value added, goods and services, withholding and franchise taxes) together with any interest, penalties or additions payable in connection with such taxes, fees, levies duties and other assessments or charges.
- r. "Trade Restrictions" means any restriction on the export, re-export, transfer, disclosure, supply or provision of goods, materials, services, technical data, software or technology.
- s. "Veterinary Adverse Events": means any observation in animals, whether or not considered to be product-related, that is unfavourable and unintended and that occurs after any use of a veterinary medicine. Adverse Events associated with veterinary medicines include adverse reactions in animals which occur after use in accordance with the advice on the label or following off-label use, suspected lack of expected efficacy after use in accordance with the label, and adverse reactions in humans following exposure to a veterinary medicine or a treated animal. Also included are adverse effects in animals, humans or plants through exposure to a veterinary medicine present in the environment, levels of veterinary medicine residues in food products of treated food producing animals above the maximum residue levels when the recommended withdrawal period of the given veterinary medicine has been respected, and any human exposure to a veterinary medicine even if there is no adverse reaction.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation. In these Conditions the singular includes the plural and the opposite is true.

2. General

- 2.1 The Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller in accordance with these Conditions. The Buyer will not be bound by any orders unless issued on the Purchase Order, which shall be the sole basis of the Contract between the Buyer and the Seller.
- 2.2 These Conditions shall apply to all Contracts for the purchase of Deliverables by or the provision of Deliverables to the Buyer from the Seller to the exclusion of all contracts (except any pre-existing contract which the Buyer specifically confirms in writing will take priority) and all other terms and conditions including any terms or conditions which the Seller may purport to apply under any quotation, sales offer, acknowledgement or other document, or which are implied by trade, custom, practice or course of dealing.
- 2.3 The Purchase Order shall be deemed to be accepted on the earlier of:
 - a. the Supplier issuing written acceptance of the Order; or
 - b. any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existencein either case, the "Commencement Date".
- 2.4 No document or statement which might otherwise be capable of constituting a variation of the Buyer's Purchase Order or counter-offer by the Seller shall bind the Buyer without prior written confirmation signed by an authorised representative of the Buyer. Any counter-offer by the Seller is hereby rejected.
- 2.5 The quantity, quality and description of the Deliverables, shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by the Buyer to the Seller or a Seller's Specification agreed in writing by the Buyer.
- 2.6 These Conditions apply in addition to all of the Buyer's rights and remedies under statute or common law.
- 2.7 The Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Seller will inform the Buyer as soon as it becomes aware of any changes in that legislation.

3. Price

- 3.1 The price stated in the Purchase Order shall include carriage, packaging, insurance except as expressly otherwise stated in the Purchase Order. Unless otherwise expressly agreed by the Buyer in writing, all prices shall be fixed for the duration of the Contract. Any notification by the Seller of a revised price shall not be effective and shall not otherwise vary the Conditions of Purchase. Seller agrees to indemnify the Buyer against and reimburse it for any expenditure, liabilities, costs or payments incurred or made by the Buyer caused by or relating to the Seller's failure to pay such taxes, duties and other governmental charges. Prior to making payment, the Buyer may request a current Tax Clearance Certificate in respect of the Seller.
- 3.2 Unless otherwise expressly agreed by the Buyer in writing in advance, if the Seller proposes and notifies an increase of price, which is accepted in writing by the Buyer, it shall only apply to new Purchase Orders placed by the Buyer after the Buyer's written consent to the new price is received by the Seller. The pre-increase prices shall continue to apply to existing Purchase Orders.
- 3.3 Where any taxable supply for VAT purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services. All payments due to the terms of this agreement are expressed to be exclusive of value added tax (VAT) or similar indirect taxes (e.g. goods and service tax). VAT/indirect taxes shall be added to the payments due to the terms if legally applicable.

4. Terms of Payment

- 4.1 Unless special payment terms are agreed in writing or unless there is a query or dispute relating to the invoice, payment shall be made in accordance with the payment terms stated on the Purchase Order (and in default, 60 days from receipt of invoice following delivery of any such Deliverables), at the price specified in the Purchase Order. Notwithstanding the foregoing, payment by the Buyer is without prejudice to any rights the Buyer may have by reason of the Deliverables or any part of them failing to comply with any of these Conditions of Purchase or for any reason whatsoever.
- 4.2 The Seller shall submit appropriate VAT invoices in relation to all Deliverables supplied to the Buyer in accordance with the Purchase Order.
- 4.3 The time for payment shall not be of the essence.
- 4.4 The Seller is not entitled to suspend any delivery or performance of the Deliverables due to any sums or invoices being outstanding. In the case of an undisputed invoice, the Seller shall be entitled to charge interest on the amount due, from the due date until payment in full, at 1% (one per cent) over the base lending rate of Lloyds TSB Bank plc from time to time, as its sole remedy.
- 4.5 Except as otherwise expressly set forth in this Agreement, all payments under or in connection with this Agreement shall be inclusive of any Taxes and each contracting party shall be responsible for and shall bear, pay or set-off its own Taxes assessed by a tax or other authority.
- 4.6 The Seller agrees that documents under the Contract shall, to the extent possible, be transmitted electronically. This relates particularly (but not limited) to purchase orders and invoices of the Seller but also to content solutions (for example catalogues, etc.), information, documentation and written results or reports that are provided by the Seller pursuant to the Contract.
- 4.7 The Buyer shall be entitled to provide reasonable instructions to the Seller relating to the transmission of documents, in particular to the use of specific internet platforms and software systems, such as SAP Ariba. These instructions might include the use of an encrypted channel for the transmission of confidential information. The Buyer shall have the right to reject any document not delivered in accordance with the Buyer's instructions. Binding deadlines for the submission of documents are only met if the relevant document was received by the Buyer in the prescribed form by the deadline. The Buyer shall be entitled to refuse payment of invoices that are not submitted in the electronic form prescribed by the Buyer and to apply additional remedies as allowed by this contract or otherwise in the case of breaches of confidentiality.
- 4.8 Each invoice must contain the following information:
 - a. The Buyer Manager as the contact person;
 - b. The Purchase Order number;

- c. Sufficient detailed information to identify the nature, timing, and extent of the Services. Each activity identified on the invoice must correspond with a specific line item;
 - d. Any Pass Through Expenses, which must be approved by the Buyer in advance of any expenses being incurred, must be identified and itemised separately, together with any supporting documentation;
 - e. Name, address and Tax identification No. or VAT ID No. of the Seller;
 - f. Name, address and VAT ID No. of the Buyer
 - g. Date of invoice;
 - h. Amount due and currency; and
 - i. Additional details required by applicable law for VAT purposes.
- 4.9 The Seller will submit final invoices within 90 days after termination of the contract. Unless the Buyer authorises later submission in writing, The Buyer has no obligation to pay invoices received later than 90 days after termination of the Contract.
- 4.10 All invoice queries should be directed to P2P.de@boehringer-ingelheim.com.

5. **Buyer's Property**

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, Specifications and data supplied by the Buyer to the Seller, or not so supplied but used by the Seller specifically in the manufacture or the supply of Deliverables, shall at all times be and remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained, insured and kept in good condition by the Seller until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such property be used otherwise than as authorised by the Buyer in writing.

6. **Packing**

- 5.1 The Seller shall provide suitable containers and/or packaging materials for the safe delivery and reasonable storage of the Goods. The Seller shall not use excessive packaging. If the Buyer is charged for packaging and the packaging is returnable, details of such charges and the address to which they should be returned for crediting are to be notified on the Seller's advice notes and invoices. Carriers/Shippers must be informed of any risks associated with any particular Goods. When required by the Buyer the Seller shall mark the Goods ordered in accordance with the reasonable instructions of the Buyer.
- 5.2 All packages and documents must carry prominent warnings in English and shall be labelled in accordance with all applicable statutes, statutory instruments, orders, regulations, EU Directives Regulations, codes and practices (the "Regulations").
- 5.3 The Seller shall be liable for and shall indemnify the Buyer in respect of all claims in relation to any liability, loss of or damage to or caused by the Goods due to inadequate packaging or any packaging which does not comply with any Regulations.

7. **Delivery**

- 6.1 Unless otherwise agreed, delivery of Goods must be carriage paid to the delivery point specified in the Purchase Order (or, if none is specified, to the Buyer's address, as stated by the Buyer or shown overleaf) and received by an authorised representative of the Buyer.
- 6.2 The date of delivery or performance of the Deliverables shall be as specified in the Purchase Order or any written amendment thereof by the Buyer (and, in default, within 28 days of the issue of the Buyer's Purchase Order). Deliveries of Goods will only be accepted between 8 a.m. - 4 p.m. Monday to Friday excluding Bank or other public holidays at the Buyer's premises. Arrangements regarding deliveries to other locations shall be as agreed by the parties. Deliverables to be performed at the Buyer's premises shall be performed during the Buyer's standard working hours, from time to time applicable, unless otherwise agreed. The time for delivery and performance of the Contract shall be of the essence.
- 6.3 If Deliverables are delivered or performed otherwise than in accordance with the Contract, the Seller shall be liable for any additional expense incurred in complying with the Contract.
- 6.4 If the Seller fails to deliver or perform some or any of the Deliverables in accordance with the Contract on the due date for delivery or performance, as referred to in Condition 7.2, then without prejudice to the Buyer's rights and remedies for the breach of Contract, the Buyer may, at its sole discretion:-
 - a. agree with the Seller a reduced price for the Deliverables actually delivered or performed; or
 - b. subject to prior notice to the Seller, terminate the Contract, in which case (without prejudice to the Buyer's other remedies) the Seller shall promptly collect any Goods which have already been delivered; or
 - c. recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining substitute Deliverables from a third party and claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver or perform the Deliverables on the due date; or
 - d. where the Seller delivers to the Buyer a quantity of Deliverables which is less than it contracted to deliver and the Buyer has not exercised its rights of termination under Condition 7.4(b) above, the Buyer may:
 - i. accept the Deliverables which correspond to the Contract, recover for the Seller's breach in respect of the failure to deliver or provide the remainder of the Deliverables and require the Seller promptly to deliver or provide sufficient Deliverables which correspond to the Contract to comply with the quantity required, or
 - ii. require the Seller to re-perform all or part of the Deliverables free of charge .
- 6.5 The Buyer may exercise these rights by written notice to the Seller.
- 6.6 Where the Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.

6.7 If the Deliverables are delivered or provided to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be free of charge and, in the case of Goods, shall remain at the Seller's risk and shall be returnable at the Seller's expense.

8. Passing of Ownership and Risk to Buyer

7.1 Ownership of the Goods shall pass on delivery (meaning the completion of unloading at the delivery point) or upon payment, whichever is the earlier, without prejudice to any right of rejection pursuant to Condition 9.

7.2 Risk in the Goods shall pass to the Buyer upon the later of delivery or completion of inspection and testing to the Buyer's satisfaction, provided that the Goods are received by an authorised representative of the Buyer. The Seller shall insure the Goods (with a reputable insurer on a comprehensive and full replacement value basis) until risk has passed to the Buyer in accordance with this Condition. In the event that Condition 9.4(b) applies the Seller shall insure the Goods until property in them has passed back to the Seller.

9. Acceptance

8.1 All Deliverables shall be supplied subject to inspection and testing by the Buyer on delivery or performance. The Buyer shall be entitled (without prejudice to any other rights which the Buyer may have) at any time, at the Seller's expense, to reject the Deliverables if they do not conform to any Specifications stipulated or approved by the Buyer or if any Goods are damaged or lost in transit provided that the Buyer gives notice of any such non-conformity with any Specifications, damage or loss on discovery of the same.

8.2 Without prejudice to Condition 9.1, the Buyer shall have the right to, and the Seller shall allow it, free access to the Seller's premises for enabling the Buyer or its authorised representative to inspect and, where appropriate, reject the Deliverables prior to delivery or proposed performance methods of the Deliverables prior to performance.

8.3 Inspection by the Buyer at any time shall not relieve the Seller of responsibility or liability for the Deliverables and shall not imply acceptance thereof.

8.4 Rejection of the Deliverables pursuant to this Condition 9 shall entitle the Buyer, without prejudice to any other rights it may have, to do all or any of the following acts:

- a. to terminate the Contract in accordance with Condition 25; or
- b. return any Goods to the Seller at the Seller's expense in which event risk and property in the Goods shall pass to the Seller when the Goods leave the Buyer's premises, unless the Buyer has already paid for such Goods, in which case property in the Goods shall not pass to the Seller until all sums paid by the Buyer in respect of the Goods have been reimbursed; or
- c. require the Seller within a reasonable time either to repair or replace the Goods at the Buyer's option and at the Seller's expense so that the Goods shall conform in all respect with Condition 11 below. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Seller shall bear the cost of such opening up, dismantling and or re-assembling and making good such works or assemblies, once such repairs, replacements and testing of the Goods have been completed to the Buyer's reasonable satisfaction; or
- d. refuse to accept any further deliveries or instalments of the Deliverables, without liability to the Seller; or
- e. require the Seller to re-perform all or part of the Services, or to reimburse the Buyer for the full fees, costs and expenses of having the Services performed by a third party.

8.5 Notwithstanding Condition 9.4, where the Buyer agrees to destroy any Goods at the Seller's request, the Seller shall reimburse the Buyer for any costs incurred.

10. Documentation

9.1 In order to enable the Buyer to check a consignment of Goods in detail, an un-priced advice note giving full particulars (and weights if necessary) must precede or accompany delivery of all Goods. The description of the Goods in the advice note must be the same as that given in the Purchase Order. If the Goods are being delivered by installments, the advice note shall include the outstanding balance of Goods remaining to be delivered.

11. The Goods

10.1 The Seller shall ensure that the Goods shall:

- a. correspond with their description and any applicable Specification;
- b. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgment;
- c. where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery

10.2 The Seller shall comply with all applicable UK and EU standards and legal requirements concerning the design, manufacturing, processing, storage, performance and testing of the Deliverables.

10.3 The Seller shall specify in any advice note any operational or health risk(s) which may arise during handling, storage, use or disposal after use, including "known" misuses of the Goods.

10.4 The Seller shall provide the Buyer with end of life treatment information relating to the Goods and any other information it may require under the Waste Electrical and Electronic Equipment Regulations 2013 Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, Hazardous Waste (England and Wales) Regulations 2005 and the Waste Management (Batteries and Accumulators) Regulations 2009 (in each case, as may be amended or supplemented from time to time) ("WEEE Legislation") and the Seller shall take responsibility for the collection, recycling and disposal of Goods, at no charge to the Buyer, in accordance with the requirements of the WEEE Legislation, when the Buyer notifies the Seller that the Goods in question have reached their end of life.

12. The Services

- 11.1 The Seller shall from the Commencement Date and for the duration of this Contract provide the Services to the Buyer in accordance with the terms of the Contract. The Supplier acknowledges that the Buyer will rely or act on the Services.
- 11.2 The Seller shall meet any performance dates for the Services specified in the Order or notified to the Seller by the Buyer.
- 11.3 In providing the Services, the Seller shall:
- a. co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
 - b. perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
 - c. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with this Contract;
 - d. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Seller by the Buyer;
 - e. provide all equipment, tools and vehicles and such other items which are required to provide the Services;
 - f. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
 - g. comply with all applicable laws and regulations in connection with the Services and provide the Buyer with any licences and consents which are necessary for the Buyer to utilize the Services;
 - h. observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer 's premises;
 - i. not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business..

13. Warranties

- 12.1 The Seller warrants that:
- a. at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Deliverables.
 - b. in respect of the Goods and any goods that are transferred to the Buyer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Seller warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
 - c. The possession, sale or use of any Deliverables (or the product or output of any Deliverables) shall not infringe any IP Rights anywhere in the world;
 - d. The Deliverables shall be performed by properly qualified and trained personnel of the Seller and in accordance with any Specifications supplied by the Buyer and in accordance with best standards prevailing in the Seller's industry and shall be performed with all due speed, care, skill and diligence;
 - e. If the Deliverables are to be provided at the Buyer's site, the Deliverables and their providers will comply with the applicable site rules and regulations;
 - f. No software forming part of or resulting from the Deliverables (including any bespoke software) contains or will contain any viruses, worms, trojan horses or other contaminants including but not limited to any codes or instructions that may be or will be used to access, modify, delete or damage any data files or other computer programs used by the Buyer.
 - g. The Seller has, prior to any software installation and prior to delivery of the software and bespoke software and all updates thereto, used the most comprehensive and up-to-date virus checker.; and
 - h. The Deliverables will not contain any Open Source Software.
- 12.2 For the avoidance of doubt, any and all warranties contained herein shall also apply to Deliverables which are replaced or repaired or Deliverables which are re-performed in accordance with the terms of the Contract.
- 12.3 Where the provision of Services involves marketing, promotion or creation of materials which relate to the Buyer's medicinal products (including veterinary products), the Seller shall comply with the relevant industry codes of practice, including but not limited to the Association of British Pharmaceutical Industry (ABPI) Code of Practice, , the National Office of Animal Health (NOAH) Code and other codes of working practices laid down within the pharmaceutical, veterinary or advertising industry or relevant to the Services.

14. Indemnity

- 13.1 The Seller shall keep the Buyer fully indemnified against all loss, damages, injury, liabilities, costs and expenses (whether direct, indirect, consequential or otherwise) including, without limitation, loss of profit, loss of revenue, loss of business, depletion of goodwill, economic loss and any like loss, suffered or incurred or paid by or awarded against the Buyer or arising from or as a result of all or any of the following:
- a. any negligence, breach of contract or warranty, wilful default, act or omission of the Seller or its employees or agents; or
 - b. any claim that the Deliverables (or any product or output from them) infringe, or their importation, use or resale, infringes the IP Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - c. any liability under the Consumer Protection Act 1987 or Consumer Rights Act 2015 in respect of the Deliverables;
 - d. any liability arising from any defective workmanship, quality or materials in the Deliverables, or arising from any breach by the Seller of the Conditions and particularly the Warranties contained in Condition 13, save to the extent that such a claim arises directly through the negligence of the Buyer.
 - e. any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from

the Deliverables or any of them as a consequence of a direct or indirect breach or negligent act or omission or failure or delay in performance of the terms of the Contract by the Seller.

- 13.2 The Seller shall also indemnify the Buyer against all claims by the customers of the Buyer or by their sub-buyers arising out of any negligence of or any breach whatsoever by the Seller of any Contract of sale of the Deliverables.

15. Insurance

The Seller undertakes to effect and maintain insurance cover adequate to cover the risks and liabilities specified in these Conditions, including without limitation Conditions 13 and 14 and will upon request produce the relevant policy and evidence of payment of the current premium.

16. Force Majeure

- 14.1 If delivery or performance of the Deliverables by the Seller or the acceptance by the Buyer of delivery or performance is delayed or prevented because the manufacture, delivery or performance, as applicable, of any Deliverables in accordance with Condition 7, or the consumption or use of the Deliverables (or their product or output) by the Buyer in the ordinary course of its business has been or is being prevented or hindered by circumstances beyond the reasonable control of either party, including any form of Government intervention, war, strikes, lockouts, industrial action, fire, flood, drought or tempest, such delivery or performance shall be suspended, and if it cannot be made or done within 20 Business Days after the due date, or the manufacture, performance, consumption or use cannot occur within 20 Business Days of the anticipated date, the delivery or performance may be cancelled by either party by notice in writing to the other.
- 14.2 Where more than one delivery or performance is to be made against the Purchase Order, deliveries and performances not cancelled will be resumed as soon as the circumstances causing the delay cease, but, except where both parties otherwise agree, the period during which deliveries are to be made or performance carried out will not be extended.
- 14.3 The Buyer reserves the right to seek alternative sources of supply to mitigate any losses it might sustain and to recover any difference in price from the Seller.

17. Installation

- 15.1 In the event of the Seller being obliged to install Goods then the cost of such installation is deemed to be included in the quoted price and the risk in such Goods and the obligation of insurance in relation to same shall remain with the Seller until such installation has been completed to the satisfaction of the Buyer. The Buyer retains the right to reject any part of the installation.
- 15.2 The Seller shall be bound by the Buyer's site conditions provided to it and in addition the Seller shall be obliged to comply with the directions and instructions of the contracts manager nominated by the Buyer in relation to such installation. The Seller shall be obliged to obtain such directions and instructions before commencing installation. Without prejudice to the generality of the foregoing, the Seller shall be obliged to comply with such directions and instructions relating to the schedule for the installation (in which regard time will be of the essence). Unless otherwise agreed, the Seller shall provide all plant, tools, material, labour, haulage and other items necessary to complete the installation.

18. Maintenance

- 16.1 If requested, the Seller will provide maintenance services, spare-parts and consumables for the Goods as required by the Buyer during any maintenance period for the agreed maintenance service fees.
- 16.2 The Seller shall notify the Buyer at least forty (40) Business Days prior to the end of the maintenance period and shall give the Buyer the option of extending the maintenance period for at least twelve (12) months.

19. Training

The Seller will provide training to the Buyer in the operation, maintenance and changeover procedures associated with the Deliverables and any other training requirements if explicitly requested. Training material will thereafter be given to the Buyer, provided that the Seller will retain all its intellectual property rights in any pre-existing training material. The Buyer will be granted a non-exclusive right to use such material (including, but not limited to, the ability to re-format the materials) and take such copies as will be reasonably necessary for the on-going use of the Deliverables and will be entitled to appoint a third party training specialist organisation of its choice to use such materials in training to Buyer staff.

20. Intellectual Property

- 17.1 Where any specification(s) and design(s) of the Deliverables or any of the Deliverables have been provided or commissioned by the Buyer the IP Rights therein shall as between the parties be the property of and vest in the Buyer on creation, including ownership of any source code if relevant. The Seller shall execute all documents and do all such things as may be reasonably required by the Buyer to confirm or perfect such ownership of the Buyer. In the event that the Deliverables include IP Rights of a third party such as software, the Seller shall obtain the rights for Buyer to use such IP Rights for the purposes of the Deliverables.
- 17.2 The Seller waives all moral rights which it may have now or in the future in any Deliverables (or any product or output of Deliverables) created through the provision of the Deliverables.

21. Set-off and Counterclaim

The Buyer may set off against any sums due to the Seller (whether under this Contract or otherwise) any sum due from or any liability of the Seller to the Buyer.

22. Waiver

No waiver or forbearance by the Buyer (whether express or implied) in enforcing any of its rights under this Contract shall prejudice its right to do so in the future.

23. Sub-contracting

- 18.1 The Seller shall not assign, sub-contract, license or otherwise dispose of any part of its rights or obligations under this Contract without the prior written consent of the Buyer.
- 18.2 The Buyer shall be entitled to assign or transfer this Contract or any right or obligation thereunder to any third party without the prior written consent of the Seller subject to notifying the Seller of such assignment or transfer.

24. Severance

Any provision (or part of a provision) in these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severed and shall not affect any other provision of this Contract (or the remainder of the affected provision).

25. Termination

- 19.1 The Buyer shall have the right at any time and for any reason to terminate the Contract with immediate effect in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination, as decided by the Buyer, but such compensation shall not include loss of anticipated profits or any consequential loss or damage.
- 19.2 The Buyer shall have the right at any time by giving notice in writing to the Seller to terminate the Contract immediately if:
- a. the Seller fails to deliver the Goods and/or perform the Services by the applicable date; or
 - b. the Seller commits a material breach of any of the Conditions; or
 - c. any distress, execution or other process is levied upon any of the assets of the Seller; or
 - d. the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in the Companies Acts), or a resolution is passed or a petition presented to any court for the winding up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
 - e. the Seller ceases or threatens to cease to carry on its business; or
 - f. the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller to fully meet its obligations under the Contract has been placed in jeopardy; or
 - g. anything analogous to anything stated in sub-clauses (c) and (d) occurs in relation to the Seller in any jurisdiction.
- 19.3 On termination of the Contract for any reason, the Seller shall immediately deliver to the Buyer all Deliverables whether or not then complete, and return all Buyer Property. If the Seller fails to do so, then the Buyer may enter the Seller's premises and take possession of them. Until they have been returned or delivered, the Seller shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 19.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Buyer accrued prior to termination. The Conditions which expressly or impliedly have effect after termination (including but not limited to Conditions 1, 5, 6.3, 7.4, 8, 9,11,12-15, 18-20, 25, 26, and 29-31) shall continue to be enforceable notwithstanding termination.

26. Confidentiality and Trade Marks

- 20.1 Each party shall treat as confidential all Confidential Information and shall not divulge such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this Condition shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Condition) or which is required to be disclosed by law or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this Condition. The foregoing obligations as to confidentiality shall survive any termination of this Contract.
- 20.2 To the extent that it is necessary for the Seller to use any of the registered or unregistered trade marks, service marks, trade names or brand names of the Buyer ("Trade Marks") in relation to the supply or the provision of any Deliverables, the Seller shall obtain the prior written consent of the Buyer on each occasion of proposed use and shall comply with such stipulations and requirements as the Buyer may impose from time to time in relation to

the use of Trade Marks.

- 20.3 The Seller is not permitted to refer to the business relationship which it has with the Buyer, in any information or advertising material or to use the company name, corporate logo or Trade Marks of Boehringer Ingelheim and/or of Boehringer Ingelheim affiliates and/or of partner companies of Boehringer Ingelheim for advertising purposes without the Buyer's prior written consent.

27. No Partnership or Agency, Third Parties

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not party to this Contract shall have no right to enforce its terms.

28. Notices

- 21.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid post, special delivery or by commercial courier to the other party and for the attention of the person specified in the Contract, or as otherwise specified by the relevant party by notice in writing to the other party.
- 21.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address or, if sent by pre-paid post or special delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 A notice required to be given under the Contract shall not be validly served if sent by email.

29. Law and Disputes

- 22.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 22.3 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract promptly through negotiations between the respective executives of the parties who have authority to settle the same. If the matter is not resolved through negotiation, the parties may at the Buyer's option, attempt in good faith to resolve the dispute or claim through Alternative Dispute Resolution ("ADR"). If the matter has not been resolved by an ADR procedure within 20 Business Days of the initiation of such procedure (or such other period as the parties may agree), or if either party will not or ceases to participate in an ADR procedure, the dispute shall be referred to the exclusive jurisdiction of the English Courts.

30. Medical Complaints Procedure & Adverse Event/Product Quality Complaint Reporting

- 23.1 The Buyer shall forward any request for information by a health care provider, health care organisation, governmental or regulatory authority, consumers or other third parties regarding any of the Buyer's human medicinal products or related therapeutic indications to the Buyer (medinfo@bra.boehringer-ingelheim.com) within one (1) Business Day of the Seller's receipt of the request.
- 23.2 The Seller shall report all Human Adverse Events to the MHRA. Reporting forms and information can be found at <https://yellowcard.mhra.gov.uk>. If the Human Adverse Event involves one of the Buyer's product, the Seller shall also report it to Buyer's Pharmacovigilance department immediately and no later than 24 hours after becoming aware of it. This is regardless of the seriousness of the Human Adverse Event or the causal relationship to the Buyer's product. If applicable, training provided by Buyer's Pharmacovigilance to the Seller should be followed. The contact details for the Buyer's Pharmacovigilance are: telephone 0800 328 1627; fax 0800 328 1628; email pv_local_uk_ireland@boehringer-ingelheim.com.
- 23.3 The Seller shall forward information on all Veterinary Adverse Events or PQCs regarding the Buyer's Products to the Buyer immediately and no later than one business day after the Seller first becomes aware of the Animal Adverse Event or PQC. All information shall be forwarded by the Seller as received, without screening, selection or processing to the following Buyer unique entry point for Animal Adverse Events/PQCs indicating the date of receipt: For the attention of: Animal Health, Boehringer Ingelheim Ltd, Bracknell, Fax: + (44) (0) 1344 741349; E-mail: vetenquiries@boehringer-ingelheim.com; Telephone: +(44) (0) 1344 746957.

31. Data Protection

- 24.1 Where the Seller Processes any Personal Data (as defined by the General Data Protection Regulation 2016 ("GDPR")), on behalf of the Buyer, it shall:
- 24.1.1 processes the personal data only on documented instructions of the Buyer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the Seller is subject; in such a case the Seller shall inform the Buyer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- 24.1.2 ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 24.1.3 takes all measures required pursuant to Article 32 of the GDPR;
- 24.1.4 respects the conditions referred to in paragraphs of Article 28 of the GDPR for engaging another processor;
- 24.1.5 taking into account the nature of the processing, assist the Buyer in responding to requests for exercising the data subject's rights;
- 24.1.6 assists the Buyer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR;
- 24.1.7 at the choice of the Buyer, delete or return all the personal data to the Buyer after the end of the provision of services relating to processing, and delete

existing copies unless Union or Member State law requires storage of the personal data;

24.1.8 makes available to the Buyer all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by the Buyer or another auditor mandated by the Buyer.

32. Policies

- 25.1 The Seller confirms it has received a copy of the (i) Boehringer Ingelheim Code of Conduct; (ii) The Boehringer Anti-Bribery/Anti-Corruption Policy; (iii) the Boehringer Ingelheim Healthcare Stakeholder Engagement Policy; and (iv) the Supplier Code of Conduct (the "Policies") or can otherwise access the documents via the Boehringer Ingelheim website at: http://www.boehringer-ingelheim.co.uk/company_profile/compliance_and_ethics.html
- 25.2 The Seller agrees to comply with the contents of the Policies and acknowledges the Policies form an integral part of the Seller's obligations under this Agreement. The Seller agrees that in the event of any violation of the Policies by the Seller, the Buyer may terminate this Agreement with immediate effect.
- 25.3 The Seller agrees to comply with all applicable Trade Restrictions in respect of the Services. The Seller shall notify the Buyer if any of the Services are subject to Trade Restrictions. The Seller warrants that it is not listed on any Sanctioned Party List and is not controlled by any Party listed on a Sanctioned Party List. The Seller shall notify the Buyer immediately if it becomes listed on a Sanctioned Party List.
- 25.4 The Seller shall not make any gifts or provide benefits to any of the Buyer's employees or their families or associates.
- 25.5 The Seller shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK and shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

33. Anti-Bribery and Anti-Corruption

- 26.1 The Seller represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with the Bribery Act 2010 and shall not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly.
- 26.2 The Seller hereby confirms that it has adequate procedures in place to ensure their employees, representatives or agents do not bribe, attempt to bribe, procure or assist another person to bribe or to commit any acts in breach of the Bribery Act 2010.
- 26.3 Any violation of this clause 31 constitutes a material breach of this Agreement and will allow the Buyer to terminate this Agreement with immediate effect.
- 26.4 The Seller shall indemnify and hold Merial harmless for any loss, claim, penalty, fine or damage resulting of a breach by the Seller, its directors, officers, employees, sub-contractors and agents of this clause 31 or of any applicable laws and regulations.