

## Standard Terms and Conditions of Purchase

### 1 Definitions and interpretation

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

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

**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 purchase set out in this document

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

**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. **Controlled** shall be construed accordingly

**Dechra Group** means Dechra Topco Limited (a company registered in England and Wales under company number 14855928) and its Affiliates for the time being and **member of the Dechra Group** shall be construed accordingly

**Deliverables** means the Goods or the Services

**Force Majeure Event** means any event or sequence of events beyond Our or Your reasonable control including: (i) act of God, fire, flood, lightning, earthquake, pandemic, epidemic or other outbreak of infectious disease or other natural disaster; (ii) war, riot or 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

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

**IPR** means patents, copyright, trademarks, service marks, trade, business and domain names, database rights, design rights, moral rights, goodwill, rights in any confidential information (including know-how, business methods, data and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, in each case in any part of the world

**Location** means the place for delivery of the Goods or the performance of the Services as set out in the Order, or such other place as agreed between the parties

**Order** means a written order (including via email) for the Deliverables

**Services** means the services set out in the Order to be supplied by You to Us

**Supplier Material** means material which is provided by You to any member of the Dechra Group for use in connection with this Contract, the IPR in which are owned either by You or a third party

**We, Us, Our** means the member of the Dechra Group specified in the Order

**You or Your** means the person, firm, company or entity providing the Deliverables as set out in the Order

- 1.2 These Conditions supersede any previously issued terms and conditions of purchase or supply and apply to the exclusion of all other terms or conditions contained or referred to in any acknowledgement or acceptance of an Order, delivery note, invoice or other communication or document sent by You to Us at any time.
- 1.3 If there is any inconsistency or conflict between a provision in the Order and a provision in these Conditions, unless otherwise stated in the Order, these Conditions shall prevail.

### 2 Order

- 2.1 Each Order placed by Us shall be an offer to purchase the Deliverables for the benefit of each member of the Dechra Group in accordance with these Conditions. Each Order placed by you shall form a separate legally binding contract with Us.
- 2.2 The Order and these Conditions shall be accepted by You on the issuing of Your written notice of acceptance of the Order. The Order and these Conditions shall be deemed accepted by You if You do not reject or confirm acceptance of the Order in writing within 14 days of the Order being placed by Us.

### 3 Price

- 3.1 The price payable by Us for the Deliverables is set out in the Order (**Price**). The Price is exclusive of VAT (or equivalent sales tax) and, unless otherwise set out in the Order, all other charges including: expenses, delivery, applicable discounts, packaging, and freight, carriage insurance, loading and off-loading. There shall be no increase in the Price.

### 4 Payment

- 4.1 You will invoice Us for the Deliverables on acceptance by Us of the Deliverables. Each invoice shall include such supporting information required by Us and the relevant purchase order number. We will pay for the Deliverables within 60 days of receipt of a valid and undisputed VAT invoice, or within such other period as We agree with You from time to time. If We dispute any amount set out in an

invoice, We will pay the undisputed amount only. Payment for the Deliverables shall not amount to acceptance of the Deliverables by Us.

- 4.2 Time of payment is not of the essence. If We fail to pay any undisputed sums by the due date You may charge interest on such sums at 2% a year above the base rate of Bank of Scotland from time to time in force on a daily basis until the date of actual payment in full. For the avoidance of doubt, You shall not be entitled to cancel this Contract or suspend any further deliveries if We fail to pay any undisputed sums under this clause 4.
- 4.3 If any invoice includes charges relating to Deliverables that were supplied to Us 6 months or more before the date of the invoice and such charges have not been included on any previous invoices issued by You (excluding any charges which are disputed by Us) (**Outdated Charges**), We will not be obliged to pay You in respect of such Outdated Charges.

## **5 Cancellation**

- 5.1 We can cancel at any time and without reason in whole or in part this Contract or any Order which has not yet been (for Goods) delivered in full, or (for Services) fully performed. We will pay for (i) any Goods delivered to Us prior to cancellation; and/or (ii) any Services performed prior to cancellation calculated as a reasonable percentage of the Price; and/or (iii) any Goods prepared or purchased by You for Us pursuant to an Order prior to cancellation, where such Goods cannot be re-used or resold by You.

## **6 Delivery and Performance**

- 6.1 You will deliver the Goods at Your own cost on the date and to the Location set out in the Order. Delivery of the Goods shall be completed upon unloading of the Goods in full at the Location.
- 6.2 You will perform the Services within the timescales and at the Location(s) set out in the Order.
- 6.3 Time of delivery or performance is of the essence. The Deliverables shall not be delivered by or performed in instalments unless We agree in writing.
- 6.4 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating, without limitation, the Order number, the date of the Order, the batch number and the type and quantity of the Deliverables. Each delivery of Goods shall also be accompanied by a certificate of analysis.
- 6.5 If You: (a) deliver less than 90% of the quantity of Goods ordered, We may accept the Goods or reject the Goods in their entirety; or (b) deliver more than 110% of the quantity of Goods ordered, We may at Our sole discretion either reject the Goods in their entirety or reject the excess Goods, and any rejected Goods shall remain at Your risk and are returnable at Your cost. We will not be required to pay for any excess unless We agree to do so in writing.

## **7 Acceptance**

- 7.1 We will carry out a visual inspection of the Deliverables: (a) for Goods, within 7 days of the Goods being delivered to Us; or (b) for Services, within 14 days of the Services

having been performed in full; and (c) will, within 30 days inform You of any apparent damage, defect or shortage. If any damage, defect or shortage is not apparent on visual inspection We will inform You of any latent damage, defect or shortage within 30 days of such damage, defect or shortage becoming apparent to Us.

- 7.2 If any Deliverables do not comply with the Contract, We can do any of the following: (a) claim damages; (b) refuse to accept any further Deliverables; (c) reject (in whole or part) any Deliverable(s), in which case: (i) You will give Us a full refund for the Deliverables and, (ii) in respect of Goods only, You will collect and safely dispose of the rejected Goods at Your cost, and (iii) We may obtain the Deliverables from a third party; or (d) request that You remedy any defect at Your expense in the Deliverables or promptly provide replacement Deliverables. Any cost above that at which You would have provided the Deliverables, will be covered by You.
- 7.3 Our rights and remedies in this clause 7 are without prejudice to any other rights or remedies available to Us.

## **8 Title and Risk**

- 8.1 You will properly package and secure the Goods in the material, quantities and manner required to reach the Location in a good condition taking into consideration the nature of the Goods, all Applicable Laws and, where applicable, good distribution practice requirements.
- 8.2 Risk in the Goods shall pass to Us when We have accepted the Goods in accordance with clauses 7.1.
- 8.3 Title to the Goods shall pass to Us on the earlier of delivery of the Goods or payment for the Goods, with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party.
- 8.4 If We make any advance or part payment for the Goods prior to delivery, You will: (a) keep the Goods separate from all other material in Your possession; (b) label the Goods as being Our property; and (c) allow Us or an agent of Ours to access Your premises and take possession of the Goods.

## **9 Warranties**

- 9.1 You warrant, represent and undertake to ensure that the Deliverables: (a) conform to the quantities, quality, standards, descriptions, designs, materials and any specification or standards of performance set out in this Contract or provided by Us; (b) are free from defects in design, material and workmanship; and be fit for purpose and as required to meet Our needs; (c) comply with all Applicable Laws and regulations, standards and best industry practice; (d) if Goods, are of satisfactory quality and conform to any sample provided by You or Us; and (e) if Services, be supplied with reasonable care and skill.
- 9.2 You will obtain and maintain at all times all licences, consents, permissions, authorisations and permits needed to comply with this Contract.
- 9.3 You warrant, represent and undertake to ensure that the performance of Your obligations under this Contract and any member of the Dechra Group's receipt of the Services will not infringe any IPR's of any third party or any other rights of any third party.

9.4 You warrant, represent and undertake to ensure that the performance of Your obligations under this Contract and any member of the Dechra Group's receipt of or onward sale of any of the Goods will not infringe any IPR of any third party or any other rights of any third party.

9.5 These Conditions shall apply to any Deliverables that are repaired, remedied, replaced, or re-performed by You.

## **10 Indemnity**

10.1 You will indemnify, defend and hold harmless each member of the Dechra Group from any and all claims, losses, damages, liability, proceedings, costs (including legal and professional fees) and expenses awarded against, incurred, suffered or paid by any of them, and whether wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed below and whether or not such were foreseeable at the date of entering into this Contract: (a) any infringement or alleged infringement of any IPR resulting from Our receipt of the Services or use of the Goods; (b) any claim that any of the Supplier Material or confidential information, or the use or reproduction of the same by any member of the Dechra Group or the receipt of the benefit of the Services by any member of the Dechra Group or the onward sale of any of the Goods by any member of the Dechra Group, infringes a third party's IPR or rights in confidential information; (c) any act or omission by You or Your employees, agents or subcontractors in performing the Services or the provision of the Goods; or (d) Your breach of any of Your obligations under this Contract.

10.2 You will at all times carry and maintain adequate insurance cover with a reputable insurer in respect of all risks and its liabilities under this Contract and will provide Us with evidence of such insurance on request.

## **11 Limitation of Liability**

11.1 Nothing in this Contract limits or excludes the liability of: (a) either party in respect of any fraud or fraudulent misrepresentation by it or its employees; (b) either party for death or personal injury caused by the negligence of a party of its officers, employees, agents, contractors or sub-contractors; (c) You for any losses for which You provides an indemnity; (d) You for breach of any warranty set out at clause 9.1(d) and 9.1(e); or (e) for any other losses which cannot be excluded or limited by law.

## **12 Confidentiality**

12.1 Each party shall keep confidential all information and materials provided to it by the other party and shall not at any time disclose to any person any confidential information concerning the business, affairs, products, customers, clients or suppliers of the other party or any Affiliate of the other party.

12.2 Either party may disclose the other's confidential information: (a) to its employees, officers, representatives or advisers (and those of any of its 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.

12.3 Each party shall ensure that its Representatives comply with this paragraph 12 and shall be responsible for their actions and omissions in relation to the other party's confidential information as if they were the actions and omissions of the party itself.

## **13 Data Protection**

13.1 To the extent that a party shares any personal data with the other party under or in connection with this Contract, each of the parties shall act as data controller in relation to the processing of such shared personal data, and each party agrees to comply with all applicable data protection laws in respect thereof.

## **14 Intellectual Property**

14.1 All materials, including specifications, provided by Us and all IPR in the Deliverables made or performed in accordance with such materials and specifications shall vest in and remain Our property. You assign with full title guarantee, all right, title and interest to all IPR in the Deliverables made or performed in accordance with specifications or materials provided by Us. Any of Your pre-existing IPR shall not be assigned to Us.

14.2 We grant You a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy any materials including all specifications provided by Us for the term of the Contract for the purpose of providing the Services.

14.3 All of Our property, including any designs, drawings or specifications existing prior to the date of the Order shall remain Our exclusive property.

14.4 You will not use any advertising or promotional materials in relation to the Deliverables unless they adhere to Our brand guidelines, and You have provided Us with copies of such advertising or promotional materials in advance for approval.

## **15 Termination**

15.1 We can terminate this Contract with immediate effect by giving you notice in writing: (a) if You commit a material breach of this Contract which is not remediable (or if remediable is not remedied within 30 days of notice); (b) if You (or indicate that You will) stop carrying on all or a significant part of Your business; (c) if You undergo a change in Control; (d) 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 enter into any composition or arrangement with Your 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 (e) if You breach Schedule 1 of this Contract.

15.2 Termination of this Contract shall not affect any of Our rights or remedies which may have accrued up to the date of termination.

## **16 Force Majeure**

16.1 As soon as practicable after the start of the Force Majeure Event, but in any event no later than 7 days from its start, You shall notify Us in writing of the Force Majeure Event, the date on which it started, its likely or potential duration,

and the effect of the Force Majeure Event on Your ability to perform any of Your obligations under the Contract.

16.2 You shall promptly notify Us in writing after the Force Majeure Event ceases or no longer causes You to be unable to perform any of Your obligations under the Contract. You shall immediately continue to supply the Deliverables following such notification on the terms set out in the Contract.

16.3 Notwithstanding anything to the contrary in the Contract, if, due to a Force Majeure Event, You: (a) are or will be unable to perform a material obligation; or (b) are delayed in or prevented from performing Your obligations for more than 30 days, we can terminate the Contract.

## **17 General**

17.1 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 or recorded delivery (in each case, pre-paid) 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).

17.2 You will comply with Our policy on anti-bribery and corruption as set out in Schedule 1 to this Contract.

17.3 You will allow Our personnel, employees, officers, agents, consultants, subcontractors and regulators to access Your premises or records during normal business hours to determine compliance with this Contract, and Our policies referred to in clause 17.2, each as amended from time to time. You will cooperate with Our employees, officers, agents, consultants, subcontractors and regulators in relation to any reasonable request for information concerning such compliance, including providing copies of any relevant records.

17.4 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.

17.5 You will at your own cost, do all acts and execute all documents necessary to give full effect to this Contract.

17.6 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.

17.7 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.

17.8 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.

17.9 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.

17.10 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.

17.11 You will not assign or subcontract any right or obligation under this Contract, in whole or in part, without Our prior written consent.

17.12 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.

17.13 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 is inconsistent or conflicts with the terms of this Contract, such agreement shall take precedence over the terms of this Contract.

17.14 You will enter a Quality Technical Agreement with Us (or any member of Our Group) in relation to the supply of the Deliverables should We require such a Quality Technical Agreement. The terms of any Quality Technical Agreement entered between (a) You or any of your Affiliates; and (b) any member of the Dechra Group, shall take precedence over the terms of this Contract, to the extent there is any conflict or inconsistency.

17.15 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.

17.16 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

- 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.
- 2 You will 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 will 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 or on behalf of Dechra.
- 4 You will comply with Dechra's Third Party Code of Conduct, as updated from time to time and available on the "Policies" section of the Dechra website, and ensure that, in relation to the activities to be carried out under this Contract, its 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 undertakes that it shall procure the compliance with such policies and procedures by its Relevant Persons.
- 5 You will provide such assistance as is reasonably requested by Dechra to ensure compliance with this Schedule 1 including, without limitation, by promptly reporting to Dechra any breach or suspected breach of Anti-Bribery Laws or of this Schedule 1.
- 6 You represent and warrant that neither You nor, to its 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.
- 7 You represent and warrant that in entering into this Contract and Your performance of Your obligations are 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).

- 8 Breach of this Schedule 1 shall be deemed a material breach of this Contract.