

Unless otherwise agreed in writing by Zoetis Australia Pty Limited ABN 94 156 476 425 (**Zoetis, we, our, us**), our goods and services are sold on the following terms. These, together with any other terms agreed upon in writing between us and your organisation (**Customer, you, your**), apply to all sales of goods and services by us to you to the exclusion of all other terms.

1. ORDERS

- 1.1. **Acceptance.** We may accept or decline, in whole or in part, any order that you place with us. We may accept an order by supplying the products the subject of the order.
- 1.2. **Minimum quantity.** If an order is less than the minimum order quantity specified in our applicable price list, we will not accept the order.
- 1.3. **Pending orders.** If you order goods that are not then available, we will fill the order when stock becomes available unless otherwise agreed with you.

2. RESALE AND RESUPPLY PROHIBITIONS

- 2.1. **No export.** The products sold by us are packaged for sale in Australia and Papua New Guinea only and you must not at any time, directly or indirectly, export any of the products.
- 2.2. **Vet only.** For animal health and safety, food safety, biosecurity and related issues, we may limit the re-sale or re-supply of certain types of products to veterinarians only. If we impose such a limitation on any of our products, you must not, directly or indirectly, resell or otherwise re-supply those products to any person who is not a veterinarian.
- 2.3. **Maximum prices.** We may, by notice to you, set a maximum resale price on any of our products. If we do, you must not resell that product above that price.
- 2.4. **Your terms of sale.** You must: (a) ensure that your terms of sale contain restrictions no less onerous than those contained in this clause 2; and (b) enforce those clauses and demonstrate that to us on our request.
- 2.5. **Limitation of your liability to purchasers.** Without limiting clause 2.4, for any products supplied by us to you for re-supply by you, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, you must include a clause in your terms of sale limiting your liability to purchasers which is consistent with the limitation in clause 5.1 below.

3. DELIVERY

- 3.1. **Title and risk.** Title in the products will pass from us to you on dispatch of the products from our warehouse. Risk in the products will pass from us to you on delivery of the products in accordance with clause 3.2.
- 3.2. **Delivery.** We will deliver the goods to the address nominated by you in your order form and we will pay the associated costs, unless either: (a) the value of the order is less than \$1,500 (excluding GST), in which case we will charge you \$50 (excluding GST) per delivery; or (b) we agree to any request by you for your own carrier to pick up the goods from our warehouse, in which case delivery occurs when the goods are picked up by your carrier and you must pay all freight costs.
- 3.3. **Delivery date.** We will use reasonable efforts to deliver products for accepted orders on or before any estimated delivery date.
- 3.4. **Receipt.** You must inform us if you do not receive products within 7 days after the earlier of the date of invoice or advice of dispatch.
- 3.5. **Storage.** You must store our products in accordance with the requirements stated on each product label and package. You acknowledge that some products are required to be kept refrigerated below a specified temperature and may not be effective if they are not stored at that temperature and otherwise in accordance with our instructions. We will not accept any liability if our products are rendered ineffective due to any failure to store them appropriately.
- 3.6. **Legal requirements.** Our product range includes pharmaceutical and biological drugs and you must receive, keep, use and sell our products in accordance with all applicable laws. We may require evidence acceptable to us of your entitlement to order and receive our products (such as scheduled products and controlled substances).
- 3.7. **Return policy for change of mind.** All deliveries of products are made on a firm sale basis and cannot be returned to us for a "change of mind". This clause is not intended to limit our

obligations under the Australian Consumer Law (ACL) in the event that we fail to comply with a mandatory consumer guarantee in relation to a product.

4. PRICE & PAYMENT

- 4.1. **Price.** You acknowledge that we may update our price list at any time. All orders will be subject to our applicable price at the date the product is dispatched by us.
- 4.2. **Payment.** Payment is due 45 days from the date of invoice except: (a) for cash sales, in which case payment is due on delivery of the products to you; and (b) in circumstances where we are offering a special promotion for which different payment terms apply, in which case the payment terms will be notified as part of the promotion.
- 4.3. **Interest.** If any amounts are not paid in accordance with clause 4.2, in addition to any other rights we have under this agreement, we may: (a) charge you interest on those amounts on a daily basis at the Reserve Bank of Australia official cash rate plus 5%; and/or (b) we may suspend or cancel any order from you or any of your related bodies corporate.
- 4.4. **GST.** Terms used in this clause that have a defined meaning in A *New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause. Unless otherwise expressly stated, all amounts payable under these terms are expressed exclusive of GST. If GST applies to any supply made by us to you under these terms, you must pay us an additional amount equal to the GST payable on the supply. The additional amount is payable at the same time as the price for the products. We will issue a tax invoice to you.
- 4.5. **Credit checks.** You authorise us to make enquiries from time to time into your credit and financial history, including by obtaining reports from credit reporting agencies.
- 4.6. **Guarantees.** We may require personal guarantees from your directors and other persons in relation to your obligations under these terms.
- 4.7. **Credit can be cancelled.** We may terminate any credit account you hold with us at any time. If we terminate in connection with a breach by you or by one of your related entities of these terms, including under clause 6.3, all amounts payable by you to us become due for immediate payment.
- 4.8. **Debt collection costs.** If you breach these terms and we take action to recover amounts payable by you under or in relation to these terms, you must pay us all of our collection costs, including commissions and legal fees and expenses on a solicitor and client basis.

5. WARRANTIES AND LIABILITY

- 5.1. **Limitation of our liability.** The ACL confers rights, guarantees and remedies on you in relation to the provision by us of goods and services which cannot be excluded, restricted or modified and we do not exclude, restrict or modify those. For all products that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability to you for any failure to comply with a consumer guarantee under the ACL in respect of those products is limited at our option to either: (a) payment of an amount equal to the lower of: (i) the cost of replacing the products; or (ii) the cost of obtaining equivalent products; (b) the replacement of the products; or (c) the supply of equivalent products.
- 5.2. **Exclusion of our liability.** Subject to any rights which the law confers on you which cannot be excluded or restricted by law, including under the ACL: (a) we exclude all other representations, guarantees, warranties and terms, either express or implied; and (b) we are not liable to you, whether in contract, tort (including negligence) or otherwise, for any indirect or consequential loss or damage, or any loss of profit or income (including in respect of animals used for breeding or showing). In addition, we are not liable to the extent that any loss or damage was caused or contributed to by your negligence, by the

negligence of any of your employees, representatives or agents, or by the negligence of any third party.

5.3. **Force majeure.** We will not be liable for delay or failure to deliver resulting from scarcity of materials, strikes, acts of God or any other cause beyond its reasonable control.

5.4. **Indemnity.** You indemnify and will defend us in respect of all liabilities incurred or awarded against us in connection with any breach by you of any of your covenants, representations or warranties under these terms.

6. ETHICAL BUSINESS PRACTICES

6.1. **Do not bribe.** You must not bribe, directly or indirectly, any person in connection with our products or any amount payable in connection with these terms and, without limiting that obligation you must comply with our Anti-Bribery and Anti-Corruption Principles available at www.zoetis.com.au.

6.2. **Verification.** You agree to permit us to take reasonable steps to ensure that rebates or other benefits paid or provided by us to you (directly or indirectly) are not used by you or your employees, representatives or agents for any unlawful or corrupt purpose, including by promptly permitting our auditors to access any relevant information and records of yours relating to such rebates or benefits.

6.3. **Termination.** If we learn that you or your employees, representatives or agents are or have been using any rebates or benefits paid or provided by us to you for an unlawful or corrupt purpose, we may by written notice with immediate effect: (a) terminate any agreement with you pursuant to which the rebates or benefits are paid or provided, in which case, you will forfeit any rebates or benefits that have been accrued but not yet provided as at the date of termination; (b) cancel any order from you or any of your related bodies corporate; and/or (c) terminate any credit account you have with us.

7. VACCINE FRIDGES AND OTHER EQUIPMENT

7.1. **Zoetis equipment.** We may provide, or may previously have provided, you with a vaccine fridge, merchandising units or other item of equipment (**Zoetis Equipment**). The provision of any Zoetis Equipment, including any such equipment already in your possession or control, is governed by this clause 7. If you do not wish to retain any Zoetis Equipment already in your possession or control on the terms of this clause 7, you must notify us and must arrange for the Zoetis Equipment to be returned to us as soon as practicable.

7.2. **You hold on trust.** Any Zoetis Equipment provided to you is held by you as our trustee, fiduciary agent and bailee and you must not charge, mortgage or otherwise encumber it. You must ensure that any Zoetis Equipment is stored or identified such that it is readily distinguishable from other equipment held at your premises.

7.3. **Zoetis Equipment for Zoetis products.** You must only keep our products in the vaccine fridge and you must only use other Zoetis Equipment together with our products (unless otherwise expressly agreed with us).

7.4. **You must insure.** You acknowledge that we provide Zoetis Equipment as a goodwill gesture and that, to the extent permitted by law, we do not make any representations about its quality or fitness for purpose. You agree that you accept the Zoetis Equipment "as is" and that, subject to clause 7.6, its use by you is at your own risk. You must insure the Zoetis Equipment and we recommend that you procure insurance against the Zoetis Equipment malfunctioning (if a vaccine fridge breaks, we will not replace product that is rendered useless).

7.5. **You must care for the Zoetis Equipment.** You must care for the Zoetis Equipment in the same manner as a responsible owner would.

7.6. **Limitation of liability in respect of Zoetis Equipment.** The ACL confers rights, guarantees and remedies on you in relation to the provision by us of the Zoetis Equipment which cannot be excluded, restricted or modified and we do not exclude, restrict or modify those. However, we limit any liability for any failure to comply with a consumer guarantee under the ACL in respect of the Zoetis Equipment to either: (a) replacement of the Zoetis Equipment; or (b) the supply of equivalent equipment.

7.7. **Return.** If you breach these terms or if we consider you to be an insolvency risk, you must immediately on our request return the Zoetis Equipment and we may enter your premises, or any other premises at which the Zoetis Equipment is stored, to retake possession of it.

8. SECURITY INTERESTS

8.1. **Our PMSIs.** You acknowledge that we have a purchase money security interest (under the *Personal Property Securities Act 2009* or **PPSA**) in: (a) products provided to you on credit; and (b) the Zoetis Equipment. You must immediately, if requested by us, sign any document and do anything else required by us to ensure that our purchase money security interest is a perfected security interest.

8.2. **Contracting out.** In respect of: (a) any products supplied that are not products used predominantly for personal, domestic or household purposes; and (b) the Zoetis Equipment, the parties agree to contract out of the application of sections 95, 118, 121(4), 130, 132(4), 135, 142 and 143 of the PPSA.

8.3. **PPSA notices.** You waive any rights that you may otherwise have to: (a) receive any notices that you would otherwise be entitled to receive under sections 95, 118, 121, 130, 132 and 135 of the PPSA, and any other relevant sections of the PPSA; and (b) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest that we may have in the products supplied by us to you.

8.4. **Terminology.** In these terms, the expressions "financing statement", "financing change statement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of, the PPSA.

9. GUDAIR®

9.1. **Only sell to accredited resellers.** You must only sell Gudair® vaccine to a retailer (include a rural reseller) that is accredited by us to sell Gudair® vaccine.

9.2. **Indemnity from you to us.** Gudair® is a highly reactive vaccine and for this reason should only be sold by accredited staff. Accreditation requires a retailer to have at least 2 Gudair®-trained staff in each store. If you sell Gudair® vaccine to a non-accredited retailer, you indemnify us against all loss arising out of that sale, including any death or personal injury claim of or relating to an affected person and any costs and lost profits of ours in connection with any such sale.

10. PRIVACY

10.1. **Regulator-required information.** We may need to collect information and conduct security checks on you and your staff in connection with drug regulatory agency requirements. If so, you must promptly provide all such requested information and procure all necessary consents to our collection, use and disclosure of that information and we will comply with all relevant privacy laws relating to it.

10.2. **End-user information.** If the sale of a product requires you to collect, use or disclose, on our behalf, any personal information, you must do so in accordance with all applicable privacy laws and generally accepted good practice.

10.3. **Information you provide to us.** If you provide us with personal information, you must have obtained consents, from the persons to whom the information relates to our collection, use and disclosure of it.

11. MISCELLANEOUS

11.1. **Waiver.** A provision of or a right created under these terms in favour of us may not be waived or varied except in writing signed by us. We may elect not to exercise its rights arising from a breach of these terms and such election, even if the breaches are continuous and multiple, will not create any estoppel or presumption against us.

11.2. **Variation.** We may vary these terms at any time by updating them at www.zoetis.com.au.

11.3. **Governing law.** These terms are governed by the laws of New South Wales, Australia. The Customer irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia