TERMS OF SALE FOR ZOETIS DIRECT CUSTOMERS

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 to Zoetis Direct customers 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. We will inform you if this is the case.

1.3. **Pending orders.** If you order goods that are not then available, we will fill the order when stock becomes available unless you specifically instruct us otherwise before the products are dispatched to you. We will advise you of any delay.

2. RESALE AND RESUPPLY REQUIREMENTS

2.1. **Zoetis Direct.** You must not, directly or indirectly, resell or otherwise re-supply any of our products to any product reseller.

2.2. **No export.** The products sold by us are packaged for sale in Australia only and you must not at any time, directly or indirectly, export any of the products.

2.3. **Vet only products.** For animal health and safety, food safety, biosecurity and related issues, we may limit the supply of certain types of products to veterinarians only. If we impose such a limitation we may decline orders for that product if you are not able to provide evidence acceptable to us that you are an active vet practice.

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. **Online sales.** If you sell our products online, you must reasonably promptly after the end of each month, provide Zoetis with that month's data detailing the product sales by date, quantity and postcode.

2.6. **Suspension.** If you breach any restriction contained in this clause 2, we may refuse to sell you any further product, until we are satisfied, in our sole discretion, that you will not breach the restriction again.

2.7. **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 charge you $12 for metropolitan deliveries and $20 for regional deliveries (both excluding GST) per order. Our metropolitan and regional zones are available at www.zoetis.com.au and we may vary them at any time by updating them at www.zoetis.com.au. We will agree delivery charges for any non-standard delivery that you request (such as an urgent delivery) before we dispatch goods to you.

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, including holding all necessary licences, registrations and permits required by law. 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 order is accepted by us.

4.2. **Payment.** Payment is due 30 days after the end of the month in which the invoice is issued 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. **Late payment.** 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%, calculated from the due date for payment up to and including the day of payment or, if that day falls on a weekend, the next working day; and/or (b) 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 and credit checks.** We may decide in our sole discretion to grant you a credit account. If we grant you a credit account, you remain bound by these terms and any additional conditions we may require in relation to the credit account. You authorise us to make enquiries from time to time into your credit and financial history, and the credit and financial history of your directors, partners, other representatives or guarantors (as applicable), 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 suspended or cancelled.** We may suspend or terminate any credit account you hold with us at any time. If we suspend or terminate in connection with a breach by you 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 reasonable amounts payable by you under or in relation to these terms, you must pay us all of our reasonable 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.** If you are a deemed "consumer" within the meaning of the ACL, 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).

5.3. **Negligence by you or your employees.** We are not liable to you 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 not controlled by us.

5.4. **Liability for death or personal injury.** Clauses 5.1 and 5.2 are not intended to exclude our legal liability (if any) for any death of a person or any personal injury.

5.5. **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 our reasonable control. We will notify you if we seek to rely on this clause.

5.6. **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 where 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 remains our property at all times. Such Zoetis Equipment 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 and does not become a fixture or fitting of any building or land.

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. **Security Agreement.** You acknowledge and agree that these terms constitute a Security Agreement for the purposes of the *Personal Property Securities Act* 2009 or **PPSA**.

8.2. **Grant of Security Interests.** You grant to us a Security Interest in our products, any proceeds of sale in respect of our products, and the Zoetis Equipment.

8.3. **Registration of Security Interests.** You acknowledge and agree that each supply of our products on credit terms and any Zoetis Equipment is subject to this Security Agreement and that we may register our Security Interest in our products, the proceeds of sale of our products, and the Zoetis Equipment, as a Purchase Money Security Interest on the Register.

8.4. **Description of products.** You acknowledge and agree for the purposes of satisfying section 20(1)(iii) of the PPSA that the description of our products the subject of the Security Interest created under this Security Agreement is as set out in these terms and on any invoice in relation to those products and the description of the products in any invoice is expressly incorporated into these terms.

8.5. **Registration of statements by us.** You consent to us registering one or more Financing Statements or Financing Change Statements in respect of any Security Interest created by or contemplated under these terms and undertake to do all things reasonably required by us to facilitate this.

8.6. **Payment of costs.** You agree to pay, on demand by us, all costs incurred in connection with registering any Financing Statement or any Financing Change Statement and indemnify us (and our agents) in respect of all such costs incurred.

8.7. **You will not cause registration of a Financing Change Statement without our consent.** You agree not to cause (directly or indirectly) the registration of a Financing Change Statement in respect of our products or any Zoetis Equipment without our prior written consent.

8.8. **Certain PPSA provisions will not apply.** You agree that the following provisions of the PPSA will not apply to these terms: section 95 (notice of removal of accession) to the extent that it requires the secured party to give a notice to the grantor; section 96 (when person with an interest in the whole may retain accession); section 118 (land law decisions), section 121(4) (notice under section 120(2)); section 125 (obligation to dispose of or retain collateral); section 129 (disposal by purchase); section 130 (notice of disposal) to the extent that it requires the secured party to give a notice to the grantor; section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

8.9. **Waiver of right to receive notice.** For the purposes of section 157 of the PPSA, you waive your right to receive notice of any

Verification Statement in relation to the registration of a Financing Statement or a Financing Change Statement.

8.10. **No disclosure of information.** For the purposes of section 275(6) of the PPSA, you and we agree that neither party will, or is entitled to, disclose information of the kind specified in section 275(1) of the PPSA.

8.11. **Other persons.** You agree that you will not enter into any agreement or arrangement which permits any other person to register any Security Interest in respect of our products, the proceeds of sale of our products, any amounts owed in respect of our products, or the Zoetis Equipment, without our prior written consent.

8.12. **Notice of change to corporate details.** You agree to provide us with immediate written notice upon a change of your corporate details, such as organisation name, ABN, principal place of business, directors, or a material change in shareholders.

8.13. **Terminology.** In these terms, the expressions "Financing Statement", "Financing Change Statement", "Purchase Money Security Interest", "Register", "Security Agreement", "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 (including a 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. **Collection and handling of personal information.** We may collect personal information as a result of our dealings with you, including information about your directors, partners, other representatives or guarantors. If we do, we will comply with our privacy policy, available on our website at www.zoetis.com.au.

10.2. **Regulator-required information.** Without limiting clause 10.1, 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 our privacy policy and all relevant privacy laws relating to it.

10.3. **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.

10.4. **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. **US tax.** You warrant that: (a) you are a legal entity established and organised under the laws of Australia; (b) you will not, directly or indirectly, yourself or through third-parties, export or cause our goods and services to be exported to the United States and you do not intend for our goods and services to be used, consumed or disposed of within the United States; (c) you will not cause our goods and services to be subject to processing, distribution, assembly or manufacturing within the United States; and (d) any services provided by us will be provided to offices, facilities or other operations of you located outside of the United States, for use outside the United States.

11.2. **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 our 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.

11.3. **Variation.** We may vary these terms at any time by updating them at www.zoetis.com.au and any order placed 7 days after the update is posted will be subject to the updated terms.

11.4. **Severability**. Any part of these terms that is unenforceable, ambiguous or illegal will be severed, and such severance will not affect the enforceability of the remaining provisions of these terms.

11.5. **Notices.** We may deal with you electronically including by sending notices, invoices, statements, receipts, records or other documents (**Notices**) to you at an electronic address nominated by you in your account application or as otherwise advised to us by you from time to time. Any Notice sent by us to you is effective when sent by us.

11.6. **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.