

## Standard Terms and Conditions of Purchase Order - Suppliers

These terms and conditions apply to Sellers engaging with Zoetis Australia Pty Limited, Zoetis Australia Research & Manufacturing Pty Ltd, and/or their Associated Companies<sup>1</sup> ('Buyer') who are not a party to a current contract with Buyer.

### 1. **Acceptance and conflict of terms**

The terms of this Purchase Order ('Order') constitutes an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this Order. This Order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this Order shall be binding upon Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. If this Order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this Order and is made conditional on Seller's assent to any additional or different terms in this Order. If, however, a written contract is already in existence between Buyer and Seller covering the purchase of the goods, work, or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof.

### 2. **Price**

If no price is stated on the Order, the goods, work, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest. Amounts payable by Buyer under this Order will be paid sixty (60) days after the date of the tax invoice.

### 3. **Warranties**

Seller represents and warrants that:

- a. The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by law to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Seller;
- b. All goods supplied hereunder shall be free from defects in material and workmanship and shall be of merchantable quality, shall conform to the Buyer's specifications, and shall be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller.

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<sup>1</sup> "Associated Companies" means all companies which (directly or indirectly) control, are controlled by or are under common control with Zoetis Inc.

- c. All goods supplied hereunder shall, at the time of sale and delivery, comply with the requirements of all applicable Federal, State and Local laws and regulations including, but not limited to, all applicable provisions of the Therapeutic Goods Act 1989. Goods supplied hereunder, which are so required, will be lawfully registered on the Australian Register of Therapeutic Goods.
- d. The use or sale of the goods delivered hereunder shall not infringe any patent, trademarks, copyright, or any other intellectual property rights of any third party.
- e. All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications and shall comply with all applicable laws, including, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA').
- f. All information provided by it during the Buyer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.
- g. The Third Party has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official (including any HCP) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- h. The Seller undertakes to update these Representations or Warranties if (during the performance of the Order) the Seller, or any of the employees or individuals who will be primarily responsible for performing under the Order, or a familial relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of the Seller.
- i. All work performed for the Buyer will be completed by tradesmen (where the work performed includes electrical wiring, plumbing, draining and gas fitting work, air conditioning and refrigeration work, or building works) who hold all applicable licences, registrations and trade certificates, an original of which will be shown to the Buyer on request.
- j. Seller undertakes that it will at all times comply with the Zoetis Anti-Bribery and Anti-Corruption Principles, available on [www.zoetis.com.au](http://www.zoetis.com.au).

#### 4. **Insurance and risk**

When performing any work or services at any of Buyer's locations, Seller is to carry adequate insurance, and will promptly furnish Buyer with a certificate thereof, covering Worker's Compensation, General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The title and risk in goods shall pass to Buyer upon delivery except as otherwise set forth herein.

#### 5. **Inspection**

All goods supplied hereunder are to be shipped subject to Buyer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if

not as warranted herein, or if not in conformity with Buyer's specifications or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

#### **6. Taxes**

Prices stated on the face of the Order include all taxes (including GST) and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

#### **7. Contingencies**

Failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, or any other circumstances beyond the control of the parties, or if Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's plants, shall not subject the party so failing to any liability to the other party, but, at Buyer's option the total quantity of goods, work or services covered by the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

#### **8. Packing and shipping**

Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in the Order. Each container must be marked to show quantity, Order number, contents and shipper's name and must include a packing sheet showing this information. Packaging, marking, labelling and shipping of all hazardous materials must meet applicable regulations.

#### **9. Termination**

If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate the Order. In the event of termination, if Seller is in possession of any goods or items belonging to Buyer, Buyer may enter any premises of Seller to retrieve such goods or items. Without prejudice to any other remedy, if Seller breaches any of the terms of the Order, Buyer may, at its election: (i) reject and return the goods and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment; (risk in the goods shall revert to Seller upon such rejection); (ii) permit Seller to repair or reinstate the goods or re-perform the services so that they conform with this Order; or (iii) carry out or have carried out at Seller's expense such work as is necessary to conform the goods and/or services to this Order. Buyer may postpone or cancel delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Buyer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation which cannot be mitigated.

The Buyer may terminate this Order immediately if the Buyer learns that the Seller, its officers, employees or agents are making, or have made, improper payments to government officials. Further, in the event of termination under this clause, the Seller will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination.

10. **Governing law**

The Order shall be governed by the laws of the state of New South Wales and the parties submit to the non-exclusive jurisdiction of courts of New South Wales.

11. **Attendance on premises**

In all cases where Seller delivers goods or performs work or services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of Federal, State and Local safety, health and security laws and regulations and Buyer's safety standards for such location.

12. **Confidentiality/ Property rights**

Any information or materials provided to Seller by or on behalf of Buyer in connection with this Order shall remain the property of Buyer and Seller shall use such materials solely in connection with this Order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Buyer directs.

13. **Indemnification**

Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or wilful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer: provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or wilful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

14. **Assignability**

The terms of this Order in its entirety and each and every provision hereof shall inure to the benefit of the customers, successors and permitted assigns of Buyer. Seller may not assign this Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

15. **Zoetis Global Manufacturing and Supply**

The following additional terms and conditions apply to Sellers engaging with Zoetis Global Manufacturing and Supply.

- a) The Order must be acknowledged within 48 hours.
- b) Under no circumstance will the Buyer accept any invoice for payment unless the following information is quoted thereon:
  - (i) The Buyer's official Order number
  - (ii) The Seller's delivery note number and proof of delivery
- c) The Seller will be held responsible for any claims arising from defects of materials or workmanship.
- d) The Buyer reserves the right to turn away shipments on dirty/broken or sub standard pallets or any goods which are visibly unstable or damaged in any way or of wrong grade/description or where contamination is evident. Acceptable re-supply will be at Seller's expense.
- e) Deliveries will be accepted at the following times only:
  - (i) Parkville - Monday to Friday 8:00am to 4:00pm
- f) Delivery dockets must accompany goods and be endorsed with the corresponding Order. Delivery dockets should clearly specify Order number, item, description, grade, quantity, units, lot number and number of pallets. We reserve the right to turn away deliveries which do not match delivery dockets. Re-supply will be at Seller's cost.
- g) The acceptance of these goods is subject to the Buyer's Quality Control Inspection.
- h) Material supplied against this Order must comply with the Buyer's material specifications provided.
- i) All packs containing materials must be clean, free from contamination, undamaged and individually identified.
- j) Pallets  
All pallets must comply with the following:
  - (i) All pallets / boxes must state Customer and Product code.
  - (ii) Pallets delivered to Parkville must not exceed 1170mm x 1170mm x 1200mm high and must be adequate for the purpose.
  - (iii) Maximum load per pallet is 1 tonne net weight (1000kg).
  - (iv) All pallets must be Chep pallets or ISPM15 compliant pallets.
  - (v) All items must be boxed on pallets and there must be no overhang.
  - (vi) All pallets must be shrink-wrapped or banded.

- (vii) Labelling shall be as agreed with Buyer.
- (viii) All inventory items shall be delivered in closed trucks.
- (ix) No pallet shall contain mixed lots.
- (x) The certificate of analysis is to accompany the delivery of goods.

## 16. Data Protection and Privacy

- a) The Seller acknowledges that Buyer may need to collect information and conduct security checks on the Seller, its employees and consultant(s) for the purposes of administering this Order and complying with the special responsibilities Buyer has to drug regulatory agencies and to the public in view of the nature of its products. The Seller will promptly provide copies of all such information relating to the Seller, its employees and the consultant(s) as Buyer may request from time to time and shall ensure that its employees and the consultant(s) have given consent for and cooperate with the provision of such references and information to Buyer. Buyer will comply with all relevant privacy laws or regulations with respect to the references and other personal information relating to the consultants.
- b) In the event that the supply of goods and/or performance of services requires the Seller to collect or use on Buyer's behalf any personal information relating to any individual ("Personal Data"), the Seller will only do so in accordance with Buyer's instructions (subject to such instructions being consistent with any relevant privacy legislation, regulations or guidelines) and shall take reasonable measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such personal information.
- c) Except as advised in writing by Buyer, the Seller must not disclose Personal Data to any third parties other than:
  - i) to its employees to whom that disclosure is necessary in order for the provision of Services; provided that any disclosure under this clause 16(c)(i) is made subject to obligations of confidentiality and protection no less onerous than those imposed upon the Seller; or
  - ii) to the extent required by a regulatory entity.

The Seller must give written notice to Buyer of any disclosure of Personal Data that it is required to make under clause 16(c)(ii) promptly after it becomes aware of that requirement.

- d) The Seller must:
  - i) bring into effect and maintain all appropriate technical and organisational measures to maintain security, prevent unauthorised or unlawful access to or processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data;
  - ii) ensure the reliability of its staff having access to the Personal Data; and

- iii) act only on the instructions of Buyer in relation to the processing of the Personal Data.
- e) The Seller must provide Buyer with written notice as soon as the Seller becomes aware of a breach of its data protection obligations under this Order or of any enforcement proceeding(s) against it under data protection legislation pertaining to the goods or services.
- f) Buyer may at reasonable intervals (or sooner, if Buyer has reasonable grounds to suspect that the Seller has not processed Personal Data in compliance with data protection legislation) request a detailed written report of the technical and organisational measures employed by the Seller for the processing of Personal Data.
- g) If the written report referred to in clause 16(f) (to be provided within fourteen (14) days of Buyer's written request) reveals non-compliance by the Seller of this clause, the Seller shall take all necessary steps and institute all necessary processes and procedures to rectify such non-compliance. The provisions of this clause are without prejudice to any other rights and remedies available to Buyer under this Order.
- h) The Seller shall indemnify, hold harmless and defend Buyer in respect of all liabilities incurred or awarded against Buyer in connection with any breach by the Seller of any of its covenants, representations and warranties under this Order.