

ZOETIS NEW ZEALAND LIMITED STANDARD TERMS OF PURCHASE

Unless otherwise agreed in writing by Zoetis New Zealand Limited and its related bodies corporate (**Buyer, we, our, us**), the purchase of goods and services by us is on the following terms. These, together with any other terms agreed in writing between us and your organisation (**Supplier, you, your**), apply to all purchases of goods and services by us from you (**Goods and Services**) to the exclusion of all other terms, unless we expressly agree otherwise in writing (eg by concluding a separate Trading Agreement that states these terms do not apply).

1. ORDERS

- 1.1. **Acceptance of Purchase Orders.** Unless rejected by you within 1 business day of delivery of our Purchase Order to you, the Purchase Order will be deemed to be accepted by you.
- 1.2. **Special conditions and other terms.** The parties may amend these terms by including special conditions in the Purchase Order. The special conditions will prevail to the extent of any inconsistency with these terms.
- 1.3. **Non-exclusive.** We are under no obligation to purchase any, or a minimum quantity of, Goods or Services. These terms are non-exclusive and we may at any time purchase any goods and services, including goods and services identical or similar to the Goods and Services, from any person.
- 1.4. **PO numbers.** You will reference our Purchase Order number in every written communication relating to that Purchase Order.

2. PERFORMANCE

- 2.1. **Performance.** On your acceptance of a Purchase Order, you must provide the Goods and/or Services, as applicable, in accordance with these terms and the requirements set out in the Purchase Order.
- 2.2. **Delivery.** You will deliver the Goods and Services, as applicable: (a) in accordance with any dates specified in the applicable Purchase Order; and (b) to or at the address specified in the Purchase Order and, if none is specified, the address required by us. You must promptly notify us of any event which could adversely affect the scheduled timeframes and dates for the delivery of the Goods and/or provision of the Services.
- 2.3. **Standards.** You must perform your obligations under these terms and all Purchase Orders with due care and skill and, in any event, in a professional and diligent manner in accordance with generally accepted standards, procedures and practices, to our reasonable satisfaction. You warrant that the Goods and Services you provide will be of acceptable quality, fit for the purpose and use for which they are intended and compliant with all applicable laws, regulations, and industry codes (collectively, **Laws**).
- 2.4. **Title and risk.** Title to all Goods passes to us free of security interests and other encumbrances on delivery to us in accordance with clause 2.2. Risk of loss of or damage to Goods is with you until we accept the Goods.
- 2.5. **Non-compliance.** If any of the Goods or Services does not comply with the specifications of a Purchase Order or these terms, we may reject the non-complying Goods or Services, or accept them subject to any reservations or reduction in price expressed by us. You must, at our option, re-perform, repair or replace any non-complying Goods or Services as soon as possible, at no cost to us and reimburse us for any expenses reasonably incurred by us, including any costs of return shipping, without prejudice to any other rights we may have.
- 2.6. **Sub-Contracting.** You must not subcontract any of your obligations under a Purchase Order without our prior approval. Notwithstanding the appointment of a permitted subcontractor, you remain fully responsible for the supply of the Goods and Services and all acts and omissions of any subcontractor.
- 2.7. **Supervision.** You are solely responsible for the supervision and management of your agents, employees and permitted subcontractors (**Personnel**). Your Personnel remain under your sole control, authority and management at all times during the performance of your obligations under these terms and all Purchase Orders. None of your Personnel will be, or will be deemed to be, an agent, employee or subcontractor of ours and must not be entitled to any benefits that we provide to our own agents, employees or subcontractors.
- 2.8. **Compliance with Laws.** You must comply with all applicable

Laws, and must have all licences, permits, approvals, certificates, accreditations and registrations required for your performance of the Services and the provision of the Goods.

- 2.9. **Labour.** Without limiting clause 2.8, you must comply with all applicable labour Laws in the country where the Goods are manufactured or provided or the Services performed.
- 2.10. **Environmental Health and Safety.** You must ensure that your Personnel and the personnel of any permitted subcontractors comply with all applicable Laws and our policies relating to environment, health and safety within our premises or any other premises which are accessed or used pursuant to a Purchase Order. You must provide to us all information related to the safety, safe handling, environmental impact, and disposal of the Goods including any material safety data sheets. You must promptly deliver to us, as it becomes available to you, any updates or amendments to the information provided under this clause. You are solely responsible for the generation, collection, storage, handling, transportation, movement and disposal of all waste (hazardous and non-hazardous), as applicable, in compliance with applicable Laws.
- 2.11. **Animals.** If the Goods or Services provided you include the use, transportation or provision of animals, you must maintain standards of animal care that meet or exceed those required by applicable laws.
- 2.12. **Policies.** In providing the Goods and/or Services, in addition to any policies referred to in these terms, you must comply with any of our other policies which we provide to you from time to time.

3. ANTI-BRIBERY AND ANTI-CORRUPTION

- 3.1. **Compliance with Laws.** You warrant that you will comply at all times with: (a) the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, any other applicable anti-bribery and anti-corruption Laws and the principles established by the OECD (Organisation for Economic Co-operation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, as those Acts and principles are amended from time to time; and (b) Zoetis' International Anti-Bribery and Anti-Corruption Principles, a copy of which is available upon request by the Supplier and at www.zoetis.co.nz.
- 3.2. **Representations and Warranties.** You warrant, represent and undertake that: (a) all information provided by you during our pre-contractual due diligence, including all information provided in any Third Party Entity FCPA Due Diligence Questionnaire we provide you (if completed), is complete, truthful and accurate; (b) you have not offered, promised or paid, either directly or indirectly, any money or anything of value to a government official (including, but not limited to, a healthcare professional) to induce such government official to act in any way in connection with his/her official duties or to otherwise obtain an improper advantage for you or for us and will not offer, promise, pay or authorise such an offer, promise or payment in the future.

4. PRIVACY

- 4.1. **Personal Information.** If, in performing the Services, you collect, deal with or use on our behalf personal information (as defined by the applicable Laws), you must comply with all applicable Laws (including the *Privacy Act 1993*, the Information Privacy Principles in that Act, and any other regulations or guidance issued in accordance with that Act), our privacy policy (currently at <http://thezone.corp.zoetis.com/en/Pages/Privacy.aspx>) and any directions provided by us from time to time.

5. CONFLICT MINERALS

- 5.1. **Conflict Minerals.** You must not use, and must not allow to be

used, in the production of any Goods under a Purchase Order, any mineral, or mineral derivative, determined by the Government of the United States of America to be financing conflict (**Conflict Minerals**). If you become aware that Conflict Minerals have been used in the production of any Goods under a Purchase Order, you must immediately notify us and must provide us with: (a) a written description of the use of the Conflict Minerals, including whether they appear in any amount in the Goods (including trace amounts); and (b) a valid and verifiable certificate of origin of the Conflict Mineral used in the production of the Goods. You must also be able to demonstrate that you undertook a reasonable country of origin inquiry and due diligence process in connection with your preparation and delivery of the certificate of origin.

6. **AUDIT AND ACCESS**

- 6.1. **Records; Audit.** You must maintain complete and accurate records of all matters relating to the Goods and Services to demonstrate compliance with your obligations under these terms and each Purchase Order, including, without limitation, billing, invoices, payment of subcontractors, receipts related to reimbursable expenses and compliance with applicable Laws. We may from time to time audit your records and attend at your premises to verify that you are complying with these terms.

7. **REMEDIES**

- 7.1. **Remedies.** You must, at your own cost and expense and in addition to any other remedies available to us, promptly correct or revise any errors, omissions or other deficiencies in the Goods and/or Services.

8. **WARRANTIES, INDEMNIFICATION AND INSURANCE**

- 8.1. **Representations and warranties.** You represent and warrant that: (a) the Services will be provided with due skill and care; (b) the Goods will be free from defects, of acceptable quality and fit for their purpose; (c) you have: (i) the technical skills, resources and means to ensure the best available quality of the Goods and Services; (ii) the financial capacity and human resources to perform the Purchase Order in accordance with these terms without risk of interruption or delay; and (iii) all licences, permits, approvals, certificates, accreditations and registrations necessary to supply the Goods and provide the Services, as applicable; (d) the execution, delivery and performance of a Purchase Order does not, and will not, conflict with any agreement, instrument or understanding to which you are a party or by which you may be bound; (e) there is no action, suit or proceeding before any court or by any governmental or other regulatory authority, pending or, to your knowledge, threatened, which could materially affect your performance of a Purchase Order or the enforceability of it; (f) any substances, goods, materials or finished articles needed for, or used in, the performance of the Services or the manufacture of the Goods will be disposed of in compliance with all applicable Laws.
- 8.2. **Indemnity.** You indemnify us and our affiliates, and will defend and hold us and our affiliates harmless, against all claims, causes of action, suits and liabilities, including any damages, fines, interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by us as a result of or in connection with any action, omission, inadequacy, negligence, default or mistake attributable to you, your Personnel (including your subcontractors) or your subcontractors' personnel in the performance of a Purchase Order, including, but not limited to, failure to comply with the these terms.
- 8.3. **Insurance.** You must maintain in force insurance coverage from a reputable insurance company, insuring against all risks that may arise during the performance and duration of a Purchase Order. Such insurance must include us as additional insured and must waive any right of subrogation against us. At our request, you must provide us with proof of the currency of your insurance coverage. You are responsible for any payments under its deductible(s) or self insured retention(s).

9. **PRICE, PAYMENT AND INVOICING**

- 9.1. **Price.** The price payable for the Goods and/or Services is the price agreed by the parties at the time when the applicable

Purchase Order is placed (**Price**). The Price is inclusive of all applicable taxes, and cannot be revised unless otherwise agreed in writing by the parties. The Price includes all performance required of you to complete a Purchase Order and all expenses, charges and disbursements including packaging, carriage, insurance and delivery.

- 9.2. **Invoicing.** Invoices must be in a form and include such information as we may from time to time specify. Unless otherwise specified in a Purchase Order, you may only issue an invoice after full performance of a Purchase Order to our satisfaction. You must issue an invoice to us in accordance with all applicable Laws. Where a payment is linked to a particular stage of a Purchase Order, the invoice will be subject to the completion of that stage, subject to the conditions agreed by the parties for such invoicing. No addition to the Price can be invoiced without our prior written approval. The invoicing currency and address must be indicated in each Purchase Order.
- 9.3. **Payment.** Payment for a correct and undisputed invoice is due 60 days after receipt of the invoice. Without limiting any other rights or remedies we may have, to the extent permitted by applicable Laws, we may offset any amount due by us to you against those due by you to us. We are not required to process any invoice or respond to any communication which does not have a Purchase Order number, nor an invoice not submitted through our accounts payable system. In the event of non-performance of all or part of a Purchase Order, and without prejudice to any other rights that we may have under these terms, a Purchase Order or applicable Law, the Price will be paid to you pro rata to the Services that have been provided or the Goods that have been delivered in accordance with these terms and the Purchase Order. Where applicable, we may also require that we be immediately reimbursed for any part of the price already paid to you.
- 9.4. **GST.** Terms used in this clause that have a defined meaning in *Goods and Services Tax Act 1985* have the same meaning in this clause. Unless otherwise expressly stated, all amounts payable under these terms are expressed inclusive of GST. If GST applies to any supply made by under these terms, we must pay the GST subject to you issuing a tax invoice.
- 9.5. **Taxes.** If any payments to be made by us become subject to withholding taxes under any applicable Laws, we must deduct and withhold the amount of such taxes to the extent required by applicable Laws. Such amounts payable to you will be reduced by the amount of taxes deducted and withheld; and we will pay the amounts of such taxes to the proper governmental authority in a timely manner and promptly transmit to you an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant governmental authority of all amounts deducted and withheld sufficient to enable you to claim such payment of taxes. Any such withholding taxes required under applicable Laws to be paid or withheld will be at your expense, and borne solely by you. We will provide you with reasonable assistance to enable you to recover such taxes as permitted by applicable Laws.
- ## 10. **CONFIDENTIALITY AND PUBLICITY**
- 10.1. **Obligation of confidence.** You must keep in strict confidence all of our confidential information (however recorded, preserved or disclosed) of any kind whatsoever relating to information of a confidential, proprietary, economic, technical, financial or commercial nature, concerning, inter alia, us, our activities or the subject of a Purchase Order (**Confidential Information**).
- 10.2. **Use of Confidential Information.** You must not use any such Confidential Information for any purpose other than to perform your obligations as envisaged by, or under, each Purchase Order.
- 10.3. **Disclosure to employees.** You may only disclose Confidential Information to your employees, officers or permitted subcontractors to the extent strictly necessary for the performance of a Purchase Order and must ensure that your employees, officers and permitted subcontractors to whom you disclose Confidential Information are subject to obligations of confidentiality and non-use that are no less onerous than

those contained in these terms, and that any use of the Confidential Information is for the sole purpose of performing your obligations in accordance with a Purchase Order.

- 10.4. **Exclusions.** Confidential Information does not include information which you can evidence by written records that, at the time of disclosure: (a) was already in the public domain, or was legally obtained from other sources which were not under an obligation to us to maintain confidentiality; or (b) was already lawfully in your possession.
- 10.5. **Public disclosure.** Except as otherwise required by any court of competent jurisdiction or by any regulatory authority or unless it has received our prior written approval, you must not make any public disclosure or any use of the Confidential Information.
- 10.6. **Return of Confidential Information.** Upon our request, or the termination or expiration of a Purchase Order, you must promptly return to us or destroy all Confidential Information.
- 10.7. **Publicity.** You must not without our prior written permission use our name, trade name, logo or intellectual property, or those of the Zoetis group of companies, as a trade reference or in any publication of any kind whatsoever.
11. **INTELLECTUAL PROPERTY RIGHTS**
- 11.1. **No infringement.** You warrant that no Good or Service provided by you, and any use of any Good or Service by us, will infringe the intellectual property or other rights of any third party.
- 11.2. **Export of Technology.** You acknowledge that as a U.S.-controlled company, we are subject to United States Laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that obligations under these terms are contingent on compliance with applicable U.S. export Laws (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data, material, and commodities may require a licence from the relevant agency of the United States Government and/or written assurances that such data or commodities will not be exported to certain foreign countries without prior approval of the relevant government agency. You and we agree to cooperate in securing any licence which the relevant agency deems necessary in connection with these terms or a Purchase Order, if any. We must notify you if any data or materials to be supplied to you by us are subject to export control licence requirements or are listed under export control regulations.
- 11.3. **Pre-existing Materials.** All materials, equipment and tools, drawings, specifications, and data supplied by us to you (**Pre-existing Materials**) and all rights in the Pre-existing Materials are, and will remain, our exclusive property and must be returned upon the our request, or upon completion or termination of a Purchase Order.
- 11.4. **Assignment.** You assign to us all intellectual property rights in all documents, deliverables, and materials created specifically for us under a Purchase Order (**Assigned IP**).
- 11.5. **Licence.** In relation to all intellectual property rights in all documents, deliverables, and materials provided by you to us under a Purchase Order, other than Assigned IP, you grant to us a royalty free, perpetual, irrevocable, non-exclusive licence to exercise those intellectual property rights for the purpose of our business.
- 11.6. **Definition.** For purposes of this section, intellectual property rights includes: (a) any patents and inventions, and any applications and/or registrations; (b) trademarks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, and all applications and/or registrations; (c) copyright; and (d) information and know-how, practices, techniques, methods, processes, ideas, concepts, developments, specifications (including formulations, structures, trade secrets, analytical and quality control information and procedures, pharmacological, toxicological and clinical test data and results, stability data, studies and

procedures and regulatory information).

- 11.7. **Unencumbered title.** You warrant that you have full, clear and unencumbered title to all Goods and deliverables provided to us, and that at the date of delivery of the Goods and deliverables to us, you will have full and unrestricted rights to transfer them to us.
- 11.8. **Methods and documents.** If methods or documents provided as part of the Goods and/or Services are your property or the property of third parties, you grant us a non-exclusive, irrevocable, perpetual licence (or sub-licence) to use those methods or documents in connection with the Goods and/or Services.
- 11.9. **Termination of a Purchase Order.** If a Purchase Order is terminated, for whatever reason, you must deliver to us, within ten (10) calendar days from the date of termination, all the materials produced for that Purchase Order, without it being necessary for us to make any request to that effect.
12. **SUSPENSION OR TERMINATION**
- 12.1. **Termination or Suspension of a Purchase Order.** We may, by notice to you and without you having any right to claim any compensation or indemnity of any kind: (a) terminate all or any part of a Purchase Order prior to the commencement of its performance by you; or (b) request you to suspend performance of a Purchase Order.
- 12.2. **Termination by either party:** Without prejudice to any other rights or remedies which it may have, one party may terminate a Purchase Order without liability to the other party immediately on giving notice to the other party: (a) if the other party commits a breach of any of these terms or the terms of the Purchase Order and (if such a breach is remediable) fails to remedy that breach within ten (10) working days of being notified in writing of the breach; (b) in the event of insolvency, voluntary administration or statutory management of, assignment for the benefit of creditors by, or the initiation of bankruptcy, liquidation proceedings by or against, the other party; (c) if a force majeure event lasts for more than two (2) months; (d) if the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (e) if we learn that improper payments to third parties are being, or have been, made by you.
- 12.3. **Consequences of termination.** The termination of a Purchase Order does not affect the parties' rights to claim any damages they may be entitled to seek.
13. **GENERAL**
- 13.1. **Governing law and jurisdiction.** These terms are governed by the laws of New Zealand. You irrevocably submit to the exclusive jurisdiction of the courts of New Zealand. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded.
- 13.2. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any of its obligations under a Purchase Order where the delay or failure is the result of causes beyond its reasonable control (**Force Majeure Event**) provided that the party relying on the Force Majeure Event: (a) promptly notifies the other party of the occurrence of the event and the way in which its obligations are prevented or impeded by the event; and (b) uses commercially reasonable efforts to avoid or minimize the delay or failure and to resume performance as soon as reasonably practicable. The time for performance will be extended for a reasonable period having regard to the Force Majeure Event subject to the unaffected party having a right to terminate the Purchase Order if the Force Majeure Event continues for longer than 2 months.
- 13.3. **Severability.** The complete or partial invalidity or unenforceability of any term does not affect the validity or enforceability of any other term.
- 13.4. **Assignment.** You must not assign a right or novate an obligation under a Purchase Order without our prior written approval. If you do so without our consent, you will remain personally liable to us for the performance of the Purchase Order. We may assign a right or novate an obligation under a Purchase Order wholly or in part to any person, firm or

company.

13.5. **Waiver.** A provision of or a right created under these terms in our favour 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 will not create any estoppel or presumption against us.

13.6. **Variation.** These terms as they apply to a Purchase Order may only be varied by the written agreement of the parties.

13.7. **Relationship.** Nothing in these terms or in a Purchase Order creates an agency, partnership, joint venture or employment relationship between the parties or any of their respective employees, agents or contractors.

14. **SPECIAL CONDITIONS**

14.1. **Zoetis Global Manufacturing and Supply.** Notwithstanding any other clause of these terms, to the extent that you are providing goods and services to our Global Manufacturing and Supply division, the following terms apply: (a) you must acknowledge an Order within 48 hours; (b) we will not accept any invoice for payment unless the following information is quoted on it: (i) our official Order number; and (ii) your delivery note number and proof of delivery; (c) you will be responsible for any claims arising from defects of materials or workmanship; (d) we reserve 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 your expense. (e) deliveries will only be accepted at Upper Hutt, Monday to Friday 8:00am to 4:00pm; (f) delivery dockets must accompany Goods and be endorsed with the corresponding Purchase Order. Delivery dockets should clearly specify the Purchase 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 your cost. (g) the acceptance of Goods is subject to our Quality Control Inspection; (h) material supplied against a Purchase Order must comply with any Zoetis' material specifications provided; (i) all packs containing materials must be clean, free from contamination, undamaged and individually identified; and (j) all pallets must comply with the following: (i) all pallets / boxes must state Customer and Product code; (ii) pallets delivered to Upper Hutt 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 must be as agreed with us; (viii) all inventory items must be delivered in closed trucks; (ix) no pallet must contain mixed lots; and (x) the certificate of analysis is to accompany the delivery of Goods.

14.2. **Inconsistency.** If there is any inconsistency between clause 14.1 and the remainder of these terms, the provisions of clause 14.1 prevail to the extent of the inconsistency.