

General Purchase Conditions February 2, 2024

1. General

These general purchase conditions form part of and are applicable to every order or agreement for goods or services ("Goods") to be delivered and/or performed by Supplier pursuant to a purchase order and/or agreement, as mutually agreed upon between the parties in writing or via an electronic ordering system at a designated e-mail address for which Intervet International B.V., Intervet Agencies B.V., both also known as MSD Animal Health and/or Intervet Nederland B.V. also known as MSD Animal Health Nederland (all together hereinafter "MAH") is the client or buyer ("Order"). Where appropriate, third parties may act on behalf of MAH. If additional conditions are applicable, they shall form an integral part of these general purchase conditions. Other conditions than those stated in the Order or in these general purchase conditions or amendment to these general purchase conditions, shall only be part of the Order in question if and insofar as both parties have agreed so in writing. Nothing shall oblige MAH to buy the Goods exclusively from Supplier or buy a minimum of Goods from it. In the event that these general purchase conditions deviate from the conditions in the Order, the conditions in the Order shall prevail.

2. Acceptance

An Order shall be deemed accepted by the supplier with whom such Order has been placed ("Supplier") in writing or per data file transfer, unless Supplier informs, in writing, or per data file transfer, MAH within eight (8) working days of the date on which the Order has been placed, or within such other period of time as stated in the Order, that it does not accept the Order placed.

3. Delivery time, delivery, outsourcing

The Order shall state the delivery time or latest date of delivery of the Goods. The term for delivery shall commence on the day on which MAH has placed the Order in writing or per data file transfer. The term for delivery is a material condition: if the term for delivery is exceeded the Supplier shall be in default without any further notice being required. If it is imminent that the term of delivery may be exceeded, Supplier shall notify MAH forthwith in

writing. Any such notice does not otherwise affect MAH's rights if the term of delivery is exceeded. If due to special circumstances MAH is not able to accept the Order at the agreed time, Supplier shall, at MAH's request, postpone the delivery for a reasonable period of time, such to be determined by MAH.

Unless stated otherwise in the Order, the Goods shall be Carriage Insurance Paid To "(CIP) or "Carriage Insurance & Freight" (CIF) to MAH's designated address if the Goods originate from outside the European Union. If the Goods originate within the European Union, the Incoterm shall be "Delivery at Place" (DAP) to MAH's designated address. All Incoterms in conformity with the conditions of the latest version of the Incoterms or with the latest version as published by the International Chamber of Commerce as applicable on the date of the Order (the "Incoterms"). Supplier shall designate the Order as destined for MAH and safely store and insure the Order until the delivery to MAH. Supplier shall not make available or exhibit the Goods to third parties or give access to the Goods to third parties without MAH's prior written consent.

MAH shall have the right to return the (partial) delivery or deliveries of Goods not agreed to for the Supplier's account and risk. If quantities are delivered that deviate from the quantities agreed upon and the deviation is more than what is usual in the branch of industry concerned, MAH shall be entitled to refuse delivery of the surplus, and if lower quantities are delivered, refuse delivery of the entire Order, and return the Order concerned for the Supplier's account and risk. If applicable and unless otherwise agreed upon, no less than two-thirds of the total shelf-life will be accepted. If this requirement is not achievable, MAH must be contacted prior to delivery to agree on a solution. Only one batch number per Order is acceptable. If this requirement is not achievable, MAH must be contacted prior to delivery to agree on a solution.

Supplier shall not outsource any activities to a third party without MAH's prior written consent. Supplier

shall remain fully responsible and liable for activities carried out by approved third parties requested by Supplier (including activities by independent contractors and representatives) and shall indemnify MAH against any claims from third parties which arise from or relate to activities carried out by or Orders used or delivered by third parties requested by the Supplier' (including ultimate liability for payment of taxes and national insurance contributions pursuant to the Sequential Liability Act (*Wet Keten Aansprakelijkheid*)).

4. Packaging, transport and documentation

Supplier shall ensure that the ordered Goods are packed, safeguarded and, if Supplier provides transport, transported in such a manner that upon transportation they will reach the place of delivery in a good state and can be unloaded safely. Supplier shall be liable for compliance including for compliance by the transporters contracted by it, to national, international and/or supranational regulations applicable to packaging, safety, and transport. At MAH's first request, Supplier shall take back for its own account and risk the packaging material used by Supplier and dispose of this material in a responsible manner.

The following shall apply to any Supplier of:

- a. cGMP materials or products that will be used by MAH in manufacturing;
- b. wood pallets; and/or
- c. non-cGMP materials or products whereby MAH has previously notified Supplier to comply;

Supplier expressly agrees and represents warrants and covenants that any shipment to MAH using wood pallets shall only be done if the wood pallets meet the following criteria:

- a. Certified heat-treated wood pallets, in accordance with the International Standards for Phytosanitary Measures (ISPM) 15 "Regulation of Wood Packaging Materials in International Trade", developed by the International Plant Protection Convention (IPPC), as amended; provided, however, that nothing herein or therein shall permit the use of any chemical on wood pallets to be supplied to MAH.

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- b. No additional chemical treatments have been used on such wood pallets, including, but not limited to Methyl Bromide.
- c. Contain the heat-treatment certification (stamped "HT"), the country of origin two-letter designator, the regional identifier and a registration number in accordance with ISPM, and such stamp, designator and number will be located on the wood pallet to allow MAH to visually inspect the wood pallet, upon receipt.
- d. Pallet weights should not exceed 1000 kg and dimensions should not exceed height 180 cm, width 120 cm and length 100 cm.

A packing list must include MAH purchase Order number, batch number, quantity and the MAH item number and description. A Certificate of Analysis or Certificate of Compliance must accompany all deliveries; the batch number on the certificate must correspond to those that are physically on the packaging materials. MAH reserves the right to reject any shipment that does not meet the aforementioned criteria and any costs associated with the rejection of such shipment due to a failure to meet these criteria shall be for the sole cost and expense of Supplier.

5. Prices and payment

Unless otherwise agreed, the prices mentioned in MAH's Order are in Euro's and include all taxes (other than value added tax), levies and other costs needed for compliance with Supplier's obligations and shall be considered as fixed, unless otherwise agreed upon in the Order. Any extra cost that have not been covered beforehand in MAH's written Order shall not be eligible for compensation.

Unless local law prescribes otherwise or agreed otherwise, payment of the delivered Goods shall be effective within ninety (90) days of the date of receipt of the invoice concerned. Payment shall not imply acceptance of the Goods concerned. MAH shall be entitled to suspend payment if it notices a defect in the Goods. MAH shall be entitled to reduce the amounts that the Supplier owes to MAH from the amount to be paid by MAH.

6. Transfer of ownership and risk

The ownership of the Goods shall pass unencumbered and unconditionally to MAH at the moment of transfer of the risk for the Goods, as stipulated in the Incoterms. Immediately thereafter, Supplier shall hand over to MAH a complete set of shipment documents (air way bill or bill of lading (pro forma), invoice, packing list, master's receipt or other relevant documents for the shipment) or, if agreed upon, transfer the equivalent data file. If within the framework of the Order, partial payments are made for (parts of) the Order in anticipation of delivery of the Goods, the ownership of (parts of) the Goods shall pass to MAH at the moment of delivery of (part of) the Goods by Supplier or, in the case of manufacturing, at the moment that Supplier has commenced manufacturing; the ownership for the Goods shall be transferred to MAH as determined in the Incoterms.

7. Secrecy, industrial/intellectual property rights

Supplier shall not disclose to third parties or use on behalf of third parties the Order and any know-how and other data that have come to his knowledge in connection with the execution of the Order, without MAH's prior written consent. Supplier shall forthwith return to MAH this know-how and data (including all copies thereof) insofar as it is not or no longer required for the execution of the Order or if in all reasonableness this is not possible, destroy it. New intellectual property rights of Goods manufactured by Supplier at MAH's request, as well as improvements thereof and additions thereto, shall pass to or be transferred to MAH. Insofar as for the transfer of said rights a further act is necessary, Supplier shall at MAH's first request grant its cooperation to transfer these intellectual property rights. Supplier shall renounce its moral rights to intellectual property created by Supplier as part of the Order.

8. Transfer of rights and obligations

The transfer of rights and obligations under any Order by Supplier to a third party shall require the prior written consent of MAH. In that case Supplier shall make sure that the Order will be fulfilled by that third party. However, MAH shall be entitled to

instruct Supplier to deliver the Order to another MAH company and in connection therewith to transfer all its rights and obligations to that other company. Supplier hereby gives, in advance, its consent to such a transfer.

9. Guarantee; indemnity

Supplier guarantees:

- a. that the Goods are:
 - i. new, of good quality and free from defects,
 - ii. entirely in conformity with MAH's requirements, specifications, conditions, drawings, samples, business needs and/or other data provided by MAH,
 - iii. free from design faults,
 - iv. complete and suitable for the business purpose and use indicated by MAH, and
 - v. will not infringe any intellectual property right of third parties, also with regard to the aforementioned business purpose and use, and that Supplier is owner of the intellectual property rights or holds sufficient rights to transfer the Goods, free from obligations toward third parties.
- b. that, with regard to the Goods, the legal requirements and governmental regulations have been met and that all approval documents required by the authorities have been obtained and will be provided to MAH,
- c. that the Goods meet the requirements of the safety and quality standards commonly used within the branch of industry,
- d. that the Goods will be provided with the approvals and certificates that are required to operate, and
- e. that insofar as required for the health or safety of persons or property it is provided with clear operating instructions, safety prescriptions and warnings.

Supplier shall indemnify MAH against all claims of third parties for acts, omissions, or nonfulfillment of obligations (including the guarantees given in sub a) and b) toward MAH by Supplier and/or third parties acting on its behalf in the execution of the Order and for any infringement or claimed infringement of industrial and/or intellectual property rights of third parties due to (the use of) the Goods.

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10. Attributable shortcomings

If Supplier fails to meet its obligations, including any guarantee obligations, MAH shall, as soon as Supplier is in default, be entitled to terminate the Order in full or in part at its option and without any legal process. MAH shall also be entitled to demand compensation for damages and costs, without prejudice to any other rights to fulfillment or termination.

In the event of full termination, the Goods already delivered shall be returned by MAH to Supplier at Supplier's risk and for its account against repayment of any amounts already paid and the costs of transport. In the event of partial termination, MAH shall pay a fair portion of the price agreed upon for the Goods already delivered and accepted by it. If MAH prefers fulfillment of the Order, Supplier shall be obligated to promptly fulfill the Order in full and to replace or repair any rejected the Goods for its account and risk. If replacement or repair cannot be duly affected by Supplier within a reasonable period of time or if due to safety and continuity of MAH's operation there is insufficient opportunity to have replacement or repairs effected by Supplier, or if constant delay occurs in the fulfillment of the Order or part thereof, MAH shall be entitled to effect replacement, repair, delivery or fulfillment in a different manner for Supplier's account and risk without any prejudice to guarantees from Supplier.

11. Non-attributable shortcomings

If a party fails to meet its obligations, including any guarantee obligations, and this is not attributable to its fault and are not within its control pursuant to the law, legal act or generally accepted practice, such party shall be released from the fulfillment of its obligations and it shall notify the other party forthwith. The latter party shall then be entitled to terminate the Order in full or in part or to suspend the fulfillment of its obligations.

12. Publicity

Without MAH's prior written consent, Supplier shall not refer to the cooperation with MAH or any Order in publications or advertisements in journals,

newspapers, reports, brochures, or other publications.

13. Change Control

Supplier shall not make any deviation to an Order, source of the Order, manufacturing process, packaging, labeling or documentation accompanying the Order or any other deviation which occurs since the last shipment of the same Goods as accepted by MAH without MAH's written approval. Any proposed deviation shall be communicated to MAH prior to the shipment of the Order.

14. Safety Rules

The Supplier and its employees and any third parties engaged by it shall comply with all applicable health and environmental law and regulations. The Supplier shall adhere to MAH's internal company rules, regulations, household arrangements, guidelines and standards for safety, health, work procedures and/or the environment.

Prior to commencing the implementation of the Order, the Supplier and its personnel shall familiarize themselves with:

- a. the content of MAH's rules and regulations applicable to the respective site and the buildings, including safety, health and the environment, and shall at all times adhere to it;
- b. the conditions and circumstances relating to MAH's site and buildings on or in which the work is to be carried out;

The cost incurred by any delay in the implementation of the agreement due to the conditions and circumstances described above shall be at the expense of the Supplier.

The Supplier shall ensure that its and its personnel presence on MAH's site and inside MAH's buildings cause no disruption to the uninterrupted progress of MAH's work. MAH will provide a copy of the aforesaid rules and regulations to the Supplier on request.

15. Code of Conduct

In performing its obligations hereunder, Supplier acknowledges that the corporate policy of MAH requires that MAH's business will be conducted

within the letter and spirit of the law. Supplier agrees to conduct the Order contemplated herein in a manner which is consistent with all applicable laws, including the U.S. Foreign Corrupt Practices Act, and good business ethics as described in this Ethical Business Clause and in the MSD Business Partner Code of Conduct (which can be found at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>).

16. Applicable law, competent court

Dutch law shall be applicable to these general conditions and any Order. The United Nations Convention on contracts for the international sale of goods (the Vienna Purchase Contract) shall not be applicable. All disputes arising out, of or in connection with these general conditions and any Order, which cannot be settled amicably, shall be exclusively settled by the court of 's-Hertogenbosch, the Netherlands.

17. Conditions that remain in force; nonbinding conditions

After termination of the Order, regardless of the cause thereof, the articles of these general conditions and the Order which by their nature are meant to remain in force after termination, shall remain in force between parties.

If these general conditions or the conditions in the order are or become partially invalid or unbinding, parties shall remain bound to the remaining part of the general conditions or the Order. Parties shall replace the invalid or nonbinding part by stipulations that are valid and binding and its consequences, considering the contents and purpose of these general conditions and the Order, are similar to the invalid nonbinding parts.

18. Amendments

MAH can amend these general purchase conditions. Amendments and such will come into effect immediately after sending the amended conditions by MAH to Supplier.

This document is deposited at the Chamber of Commerce, January 2020 and legally valid.