

Boehringer Ingelheim Animal Health Danmark A/S General Terms & Conditions of Sale

1. Definitions. The following definitions shall apply to the following terms when used in these conditions: (1) "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Seller and the Purchaser; (2) "Confidential Information" means any information relating to the business or affairs of Seller, including Seller's pricing information. Confidential Information does not include information which (A) is or becomes legitimately available to the public; or (B) was available to Purchaser prior to receipt from Seller and without breach on the confidentiality obligations set out herein; (3) "Contract" means any and all contracts for the purchase and sale of the Goods; (4) "Force Majeure Event" means any circumstance not in a party's reasonable control including, without limitation labour disputes (other than in each case by the party or any party's affiliate seeking to rely on this condition), fire, energy breaks, or any law or any action taken by a government or public authority, or non-performance by Seller's suppliers or subcontractors; (5) "Goods" mean goods supplied by Seller to Purchaser in accordance with these Conditions; (6) "Purchaser" means the party other than a consumer to whom Goods are supplied subject to these Conditions; (7) "Trade Restrictions" means any restriction on the export, re-export, transfer, disclosure, supply or provision of goods, materials, services, technical data, software or technology; (8) "Sanctioned Party List" means a list published by the European Union, any Government of a EU Member State, United Nations Security Council or other country listing designated persons and entities which are subject to trade or financial sanctions; (9) "Seller" means Boehringer Ingelheim Animal Health Danmark A/S, Strødamvej 52, 2100 Copenhagen Ø (Company reg.no. 13 52 69 90); (ix) "Logistics Provider" means a company designated by Seller to handle orders including delivery and receipt of payment on its behalf.

2. Applicability of these Conditions. These Conditions shall apply to all Contracts for the sale of Goods by Seller to the exclusion of any other terms and conditions subject to which any order by Purchaser is made or purported to be made. These Conditions are also available under the following URL: www.boehringer-ingelheim.dk/virksomhedsprofil/vores-virksomhed. No variation or alteration of these Conditions is binding on Seller unless made in writing and signed by or on behalf of Seller. The placing of an order by Purchaser shall be deemed acceptance of these Conditions. These Conditions shall also apply to any future oral or written Contracts save to the extent that such Conditions are in any such future contract expressly varied or excluded or are inconsistent with what is expressly agreed in any such future Contract. Seller may have the Logistics Provider perform any action on its behalf in connection with any Contract without specific notice to Purchaser.

3. Conclusion of Contract; Ordering Procedure. Offers of Seller shall always be subject to change or alteration. Upon receipt of an order from Purchaser a legally binding Contract shall only be concluded if and to the extent such order is accepted by Seller with respect to price, quantity, delivery time and ability to deliver. Orders shall be accepted by Seller either by returning a written confirmation, by dispatching the Goods in the quantity acceptable to Seller or by sending an invoice, whichever occurs earliest. Orders shall be placed by e-mail or in writing. Telephone orders will not be accepted without subsequent confirmation by Seller in writing. Unless otherwise agreed in writing by the parties, the minimum order value shall be DKK 2,000, SEK 3,000 or NOK 2,500 (whatever is applicable). Goods supplied in outer packages containing a specified number of consumer packages or other items will only be supplied in multiples of that specified number. Any order for a quantity which is not such a multiple will be rounded to the nearest multiple for the purpose of supplying and invoicing the Goods.

4. Prices. Unless otherwise agreed in writing in advance, the price for purchases of the Goods quoted on sales invoices shall be according to Seller's official price list valid at the time of delivery. The price list quotes wholesaler purchase prices net of any applicable trade discount, exclusive of valued added tax and inclusive of delivery to Purchaser.

5. Payment. Unless otherwise agreed in writing, payment for Goods supplied is due on the 20th day of the month following the month in which the invoice is issued. Payments shall only be made by wire transfer to the bank account stated on the invoice. If Purchaser fails to make a payment by the due date, Seller may in its absolute discretion charge interest on the amount unpaid on a daily basis at the rate of 4% per annum above the base rate of the National Bank of Denmark from time to time, from the due date until payment is made in full.

6. Variations. Seller reserves the right to vary designs, specifications, materials and packaging or modify the Goods supplied without prior notice provided that such variations and modifications do not materially affect the nature of the Goods or the quality of the material used. Any requirement of Purchaser for packaging other than normally used by Seller for the Goods or for the omission of such packaging shall be specified by Purchaser on placing the order for the Goods and the cost thereof may, at Seller's discretion, be charged to Purchaser.

7. Delivery. (1) Delivery of the Goods shall be made within one week after receipt of the order by Seller to Purchaser's premises or any other destination which may have been nominated by Purchaser in its order and agreed by Seller, or where agreed in writing by Seller, by collecting the Goods at Seller's premises at any time after Seller has notified Purchaser that the Goods are ready for collection. (2) Dates quoted for the delivery of the Goods or for readiness for collection are approximate only and Seller shall not be liable for any delay in the delivery (whether in readiness for collection or delivery by the Seller) of the Goods however caused. (3) Time for delivery shall not be of the essence of the Contract. (4) The Goods may be delivered by Seller in advance of the quoted delivery date upon giving reasonable notice to Purchaser. Seller shall be entitled to make partial deliveries and any failure or defect in any one delivery shall not entitle Purchaser to cancel or refuse to accept any further deliveries. (5) Purchaser will acknowledge receipt of Goods by signing a proof of delivery document upon receipt of those Goods. (6) In the event a delivery contains Goods requiring specific storage/handling conditions (chilling/cooling/narcotics etc.), the pallets and/or cartons will be clearly labelled and any such conditions shall also be listed on the delivery note. Goods requiring chilling/cooling will be delivered packed separately in transport cartons.

8. Property and Risk. The risk of accidental damage, loss or destruction of the Goods passes to Purchaser at the point in time of delivery to Purchaser's premises or any other destination which may have been nominated by Purchaser save where the Goods are collected by or on behalf of Purchaser in which case the Goods are at the entire risk of Purchaser from the time that the Seller notifies Purchaser that the Goods are ready for collection.

9. Retention of Title. (1) Seller shall remain the owner of the Goods until such time as Purchaser shall have paid to Seller the full price of those Goods and has settled all other outstanding debts to Seller. Purchaser acknowledges that until such time it is in possession of the Goods solely as bailee for Seller and shall ensure storage conditions to avoid deterioration of the Goods and if so required insure and store the Goods separately from its own goods or those of third parties and in such a manner as to be readily identifiable by Seller, and shall allow Seller or its agents to enter upon any premises where the Goods are located for the purpose of removing the Goods. (2) Purchaser may resell the Goods which are still in Seller's ownership in the ordinary course of business, but Purchaser may not pledge the Goods or otherwise use the Goods as collateral. Purchaser assigns to Seller in advance any claims against its customers for payment of the resale price.

10. Returns for Credit or Replacement. Seller does not provide any Goods on a return basis. The return of Goods for credit or replacements will not be accepted by Seller without Seller's prior written agreement, and then only if the Goods are considered by Seller to be in a saleable condition. Any Goods returned shall be returned at Purchaser's expense and shall be subject to inspection by Seller who shall determine whether or not to give credit for them or replace them. Goods required to be stored at low temperature will not be considered for credit.

11. Warranties and Conditions. (1) Seller only warrants that the Goods will correspond with their specification at the time of dispatch or collection, subject to the following Conditions: (a) Seller shall be under no liability in respect of any defect in the Goods which arises after dispatch or collection or as a result of Purchaser's handling of the Goods, including any damage, negligence, abnormal storage conditions, or failure to follow Seller's written instructions, misuse or alteration or re-packaging of the Goods without Seller's prior approval; (b) Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; (c) the above warranty does not extend to Goods not manufactured by Seller, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer. (2) Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by applicable law are excluded to the fullest extent permitted by law. (3) Purchaser shall reasonably inspect the Goods upon delivery or collection. Any claim by Purchaser for breach by Seller of the warranty in this Clause shall (whether or not delivery is refused by Purchaser) be notified to Seller within 7 days from the date of delivery or collection, unless the defect was not apparent on inspection in which case Purchaser has to notify Seller within 7 days after discovery of the defect. If delivery is not refused, and Purchaser does not notify Seller accordingly, Purchaser shall not be entitled to reject the Goods and Seller shall have no liability for such defect or failure, and Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. (4) Where any valid claim is made for breach of Seller's warranty hereunder including in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Seller in accordance herewith, Purchaser must provide that the Goods (or part)

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are returned to the Seller at Purchaser's risk (carriage paid) with a full report of the defects and Purchaser's order number (if any), within 14 days of becoming aware of the defect or failure to meet the specification. If Purchaser does not meet these requirements, Seller shall have no further liability to Purchaser in respect of the Goods. In its sole discretion Seller shall be entitled upon inspection of the returned Goods, and if it accepts the claim, to either replace the Goods (or part) free of charge or to refund to Purchaser the price of the Goods (or a proportionate part of the price), but Seller shall have no further liability to Purchaser. (5) Except in respect of death or personal injury caused by Seller's negligence (in respect of which Seller's liability shall be unlimited), or for any other liability which cannot be limited by law, Seller shall not under any circumstances whatever be liable to Purchaser, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or special indirect or consequential damage suffered by Purchaser that arises under or in connection with these Conditions.

12. Effect of Default by Purchaser. (1) In the event that Purchaser fails to make payment for the Goods in accordance with these Conditions, fails to pay other debt due and payable to Seller, fails to take delivery of any of the Goods or any other goods supplied by Seller (except in accordance with Purchaser's contractual rights) or otherwise commits a breach of these Conditions, Seller may in its absolute discretion and without prejudice to any other rights which it may have: (a) suspend all future deliveries to Purchaser under the Contract in question or under any Contract and/or terminate such Contract(s) without liability upon its part; (b) require payment in advance for any future deliveries; and (c) recover all expenses (before as well as after instituting legal proceedings) incurred for the purpose of recovering overdue amounts. (2) No order which has been accepted by Seller may be cancelled by Purchaser except with Seller's prior written consent and on terms which will fully indemnify Seller against all loss (including loss of profit), costs (including the cost of all materials and labour used), damages, charges and expenses incurred by Seller as a result of the cancellation.

13. Intellectual Property Rights. Seller does not give any representation, warranty or indemnity that the Goods do not infringe any patents, trademarks, registered designs or other intellectual property rights. Seller expressly reserves its copyright, trademark, registered design or unregistered design and any other intellectual property rights in or relating to any Goods supplied under any Contract with Purchaser.

14. Set-off and Counterclaim. Purchaser shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or counterclaim which Purchaser may have or alleges to have or for any other reason whatsoever. Seller will not accept debit notes issued by Purchaser but will issue credit notes for any agreed deductions.

15. Insolvency of Purchaser. In case that (a) Purchaser makes any voluntary arrangement with its creditors, becomes bankrupt or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (b) Purchaser ceases, or threatens to cease, to carry on business; or (c) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Purchaser and notifies Purchaser accordingly, then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to cancel the Contract or suspend any further deliveries under Contract without any liability to Seller, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. Confidentiality. Purchaser undertakes that it shall keep confidential and not disclose to any person any Confidential Information it receives from Seller.

17. Notices. Unless otherwise stated in these Conditions each notice required to be given hereunder shall be in writing or sent by e-mail. Any notice sent by post shall be deemed to have been served 48 hours after and any notice sent by e-mail shall be deemed to have been served at the time of despatch.

18. Data Protection. Seller may collect, process or use personal data of Purchaser and its employees insofar this is necessary for the implementation of a Contract in accordance with Article 6(b) of the EU General Data Protection Regulation 2016/679 (GDPR).

19. Anti-Bribery/Anti-Corruption and Export Control. (1) Purchaser represents and warrants that Purchaser, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption and anti-bribery laws and regulations, industry and professional codes of practice and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other

third party in exchange for an improper advantage in any form either directly or indirectly. Any violation of this Condition constitutes a material breach of the Contract and will allow Supplier to terminate the Contract with immediate effect. Purchaser shall indemnify and hold Supplier harmless for any loss or damage resulting of a breach by Purchaser, its directors, officers, employees, sub-contractors and agents of this Condition or of any applicable laws and regulations. (2) Purchaser agrees to comply with all applicable Trade Restrictions in respect of the Goods. Purchaser warrants that it is not listed on any Sanctioned Party List and is not controlled by any party listed on a Sanctioned Party List. Purchaser shall notify Seller immediately if it becomes listed on a Sanctioned Party List.

20. Force Majeure. Provided it has complied with these Conditions, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. The Affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving one week's written notice to the Affected Party.

21. Pharmacovigilance and Regulatory. (1) Purchaser shall adequately record and follow-up any adverse events (i.e. any observation in animals, whether or not considered to be product-related, that is unfavourable and unintended and that occurs after any use of veterinary medicinal product (VMP)), in each case off-label and on-label uses. At the receipt of the four (4) minimum criteria to be reportable (an identifiable source (e.g. veterinarian, pharmacist, animal owner), animal/human patient, suspect product(s) and reaction details), Purchaser shall without undue delay notify Seller in writing of the adverse event. (2) Purchaser shall maintain all regulatory approvals and licenses required to market the Goods.

22. General. Any Contract between Seller and Purchaser shall be binding upon and endure for the benefit of the successors of the parties. Purchaser shall not be permitted to assign, transfer, sub-contract any of its rights or obligations under these Conditions or under any Contract. Seller shall be permitted to assign, transfer, sub-contract any of its rights or obligations under these Conditions or under any Contract. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. Any Contract shall be subject to Danish law excluding its conflict-of-laws provisions. The Maritime and Commercial Court in Copenhagen shall have exclusive jurisdiction.

Valid as of 1 July 2019.