ZOETIS SOUTH AFRICA
TERMS OF SALE

Unless otherwise agreed in writing by Zoetis South Africa (Pty) Ltd (Company Reg. No. 2012/001825/07) (**Zoetis**, **we**, **our**, **us**), our products and services are sold 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 products 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. **Pending orders.** If you order products that are not then available, we will fill the order when stock becomes available unless otherwise agreed with you.

2. RESALE AND RESUPPLY PROHIBITIONS

2.1. **No export.** The products sold by us are packaged for sale in South Africa, Namibia, Lesotho, Swaziland and Botswana and any specific countries within the Southern Africa region as notified by us to you from to time to time (**Relevant Countries**) and you must not at any time, directly or indirectly, export any of the products from such countries.

2.2. **Vet only.** For animal health and safety, food safety, biosecurity and related issues, we may, subject to any applicable laws, limit the re-sale or re-supply of certain types of products to veterinarians only. If we impose such a limitation on any of our products, you must not, directly or indirectly, resell or otherwise re-supply those products to any person who is not a veterinarian.

2.3. **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.

2.4. **Limitation of your liability to purchasers.** Without limiting clause 2.3, 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 5.2, and, as far as the law allows, you indemnify us from and against any claims instituted against us arising from your failure to comply with your obligations under this clause 2.4.

3. DELIVERY

3.1. **Title and risk.** Title in the products will not pass from us to you until the earlier of (a) us receiving payment in full (in cash or cleared funds) for the products in accordance with clause 4.2, in which case title in the products will pass at the time of payment; and (b) you reselling the products, in which case title to the products will pass to you immediately before the time at which resale by you occurs. 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 products to the address nominated by you in your order form, and we will pay the costs of delivery unless we agree to any request by you for your own carrier to pick up the products from our warehouse, in which case delivery occurs when the products are picked up by your carrier and you must pay all freight costs. You are responsible for any duties or tariffs associated with the import of the products into the Relevant Country.

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, in writing, if you do not receive products within 2 working days after delivery.

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. We may require written evidence acceptable to us of your entitlement to order, receive and to the extent applicable on-sell our products (such as, without limitation, scheduled products and controlled substances).

3.7. **Return policy for change of mind.** Unless we offer a special promotion for which different returns terms apply (and we would state that in writing on the offer), all deliveries of products are made on a firm sale basis and cannot be returned to us for a "change of mind". Any return request made to us will be assessed and decided by us in our absolute discretion.

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 product is dispatched by us.

4.2. **Payment.** Payment is due 30 days from the date of our statement to you except: (a) for cash sales, in which case payment is required to be made in advance, where after the order will be processed for delivery; 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. **Interest.** 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 publicly quoted basic rate of interest per annum at which The Standard Bank of South Africa Limited lends on overdraft (compounded monthly in arrears and calculated on a 365 day year factor irrespective of whether the year is a leap year or not) plus 2%; and/or (b) we may suspend or cancel any order from you or any of your related bodies corporate.

4.4. **VAT.** Unless otherwise expressly stated, all amounts payable under these terms are expressed exclusive of any applicable value added tax (**VAT**). If VAT applies to any supply made by us to you under these terms, you must pay us an additional amount equal to the VAT payable on the supply. The additional amount is payable at the same time as the price for the products. Our invoice will specify any such additional amount.

4.5. **Credit checks.** You authorise us to make enquiries from time to time into your credit and financial history, including by obtaining reports from credit reporting agencies.

4.6. **Suretyships.** We may require personal suretyships from your directors and other key persons or personnel in relation to your obligations under these terms.

4.7. **Credit can be cancelled.** We may terminate any credit account you hold with us at any time. If we terminate in connection with a breach by you or by one of your related entities 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 amounts payable by you under or in relation to these terms, you must pay us all of our collection costs, including commissions and legal fees and expenses.

5. WARRANTIES AND LIABILITY

5.1. **Warranty.** We warrant that on delivery the products will: (a) conform in all material respects with their description; (b) be free from material defects in design, material and workmanship; and (c) be fit for any purpose held out by us.

5.2. **Limitation of our liability.** We will not be liable for any product's failure to comply with the warranty set out in clause 5.1 in any of the following events: (a) you make any further use of the products after giving notice to us of a defect or damage; (b) the defect or damage arises because you failed to follow our oral or written instructions as to the storage, treatment, use or maintenance of the products or (if there are none) good trade practice regarding the same; (c) you alter, in any way whatsoever, such products without our written consent; (d) the defect or damage arises as a result of fair wear and tear, wilful damage, negligence (whether gross or otherwise), or abnormal storage or working conditions; or (e) the products differ from their description or specification as a result of changes made to

ensure they comply with applicable statutory or regulatory requirements.

5.3. **Exclusion of our liability.** Subject to any rights which the law confers on you which cannot be excluded or restricted by law (which laws we do not purport to exclude, modify or restrict), including under the Consumer Protection Act, 68 of 2008: (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, delict (including negligence, whether gross or otherwise)) 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). In addition, we are not liable 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.

5.4. **Registration**. We do not make any warranty and exclude any liability regarding the existence of any registration or other authorisations for the import, marketing, sale or other use of the products in any Relevant Country. You warrant that you have all necessary product registrations and authorisations for those purposes.

5.5. **Force majeure.** We will not be liable for delay or failure to deliver the products resulting from scarcity of materials, strikes, acts of God or any other cause beyond our reasonable control.

5.6. **Indemnity.** You irrevocably indemnify, hold us (and each of our employees, directors, officers, representatives and agents) harmless and will defend us in respect of any and all loss (including, without limitation, loss of income), damages, claims, actions, costs, expenses or liabilities of any nature whatsoever incurred, suffered, sustained or awarded against us (and each of our employees, directors, officers, representatives and agents) in connection with any breach by you of any of your covenants, representations, warranties or other obligations 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, directors, officers, 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, directors, officers, 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 pursuant to which 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 is held by you as our agent and you must not bond, mortgage, sell, dispose 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.

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", that its use by you is at your own risk, and (to the fullest extent permitted by law) we exclude any liability to you in connection with that equipment. 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, which includes attending to the regular servicing and maintenance thereof (to the extent applicable and required).

7.6. **Return.** If you breach these terms or if we consider you to be at risk of being subject to insolvency, liquidation or business rescue proceedings, 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. RETENTION OF TITLE

8.1. **Retention of title.** Until title to the products has passed to you, and without limiting clause 3.5, you must (i) store the products separately from all other products you hold so that they remain readily identifiable as our property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the products; (iii) maintain the products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify your landlord in writing that ownership of the products remain with us; (v) notify us immediately if you are at risk of being subject to insolvency, liquidation or business rescue proceedings; and (vi) give us information relating to the products as we may require from time to time.

8.2. **Reselling products.** If, before title to the products passes to you, you breach these terms or we consider you to be an insolvency risk then, without limiting any other right or remedy we may have: (a) your right to resell the products or use them in the ordinary course of business ceases immediately; and (b) we may at any time (i) require you to deliver up the products in your possession which have not been resold; and (ii) if you fail to do so promptly, enter any of your premises or any third party premises where the products are stored in order to recover them.

9. PRIVACY

9.1. **Regulator-required information.** We may need to collect information and conduct security checks on you and your staff in connection with any applicable 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 all relevant privacy laws relating to it.

9.2. **End-user information.** If the sale of a product requires you to collect, use or disclose, on our behalf, any personal information, you must notify us, immediately, in writing before doing so and do so in accordance with all applicable privacy laws and generally accepted good practice.

9.3. **Information you provide to us.** You agree that we are entitled to communicate with any person to obtain and provide information relating to their payment behaviour, credit worthiness, or defaults, and that such information may be disclosed to any other person. Any Personal Information provided to us by you will be used for purposes of administering these terms and for the purposes set out in this clause 9. You consent to such use. Your Personal Information may be shared with our affiliates if we deem it desirable to do so. You consent to this transfer. We will use our best endeavours to ensure that the Personal Information

is afforded the same level of protection available in South Africa if the Personal Information is transferred to another jurisdiction. You are not obliged to provide your consent for the use of your Personal Information in the manner set out in this clause 9. However, if such consent is not provided, we will be unable to enter into a supply relationship with you under these terms. You warrant that any Personal Information provided to us in relation to any individual is provided with the consent of that individual. For the purposes of this clause 9, "**Personal Information**" bears the meaning assigned to it in the Protection of Personal Information Act, 4 of 2013.

9.4. **Requests regarding information**: You are entitled to ask us to do the following: (a) confirm what Personal Information we hold about you; (b) confirm to whom we have provided your Personal Information; (c) rectify the Personal Information we hold about you if it is incorrect or inaccurate; (d) delete the Personal Information we hold about you; (e) stop processing your Personal Information. Should such a request be made, we may elect to terminate its relationship with you as regulated by these terms. Should you wish to lodge a request for access to its Personal Information, a request to correct your Personal Information or direct any privacy related query to us, please use the following contact details: e-mail privacy@zoetis.com, physical address: For the attention of the Privacy Officer, PO Box 783720, Sandton, South Africa, 2146.

10. MISCELLANEOUS

10.1. **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 its 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.

10.2. **Variation.** We may vary these terms at any time by updating them at www.zoetis.co.za.

10.3. **Governing law.** These terms are governed by the laws of South Africa. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.

10.4. **Dispute resolution.** In the event of any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination (the **Dispute**), the parties must in the first instance attempt an amicable resolution. If the Parties fail to settle the Dispute amicably within 7 days of it being referred to them for amicable resolution, either we or you may refer it to be finally resolved by arbitration in accordance with the commercial rules of the Arbitration Foundation of Southern Africa by a single arbitrator who shall then finally resolve the dispute or issue. The arbitrator must be a person agreed upon by the parties within 10 days of written request therefor, or failing such agreement, appointed by Registrar for the time being of the Arbitration Foundation of Southern Africa. The seat of the arbitration will be Sandton, Johannesburg. The Tribunal will consist of one arbitrator. The language of the arbitration will be English.

10.5. **Cession and delegation.** Except as provided for elsewhere in this agreement, you may not cede any or all of your rights or delegate any or all of your obligations under this agreement without our prior written consent.

10.6. **Consumer Protection Act.** If these terms and/or any products supplied under these terms are regulated by or subject to the Consumer Protection Act, 68 of 2008 (**CPA**), it is not intended that any provision of these terms contravenes the CPA. Therefore all provisions of these terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with. No provision of these terms (a) does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default of or that of any person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; (b) requires you to assume risk or liability, including (without limitation) for the kind of liability or loss referred to in (a), to the extent that the law does not allow such an assumption of risk or liability; or (c) limits or excludes any warranties or obligations which are implied into these terms and/or the products supplied under these terms by the CPA (to the extent applicable) or which we give under the CPA (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.