



**STANDARD BUYING TERMS AND  
CONDITIONS OF  
ZOETIS ČESKÁ REPUBLIKA, S.R.O.**

VERSION: OCTOBER 1, 2012

**PREAMBLE**

These standard buying terms and conditions (the 'SBTC') are prepared in accordance with Act no. 513/1991 Sb., the Commercial Code, as amended (the 'Commercial Code'), and other rules of the legal order of the Czech Republic and are binding in respect of any business done between Zoetis Česká republika, s.r.o., with registered office in Prague 5, Stroupežnického 17, post code 150 00, Identification Number: 241 49 110, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, File 183161 (the 'Customer') and any legal entity supplying the Customer with goods or services (the 'Supplier').

**1. CONCLUSION OF CONTRACT**

1.1 The Customer's purchase orders shall be governed by these SBTC unless the application of these SBTC or part thereof is excluded or these SBTC are modified and/or supplemented by the Customer in his purchase order and/or the contract entered into between the Customer and the Supplier.

1.2 The SBTC form an integral part of purchase orders of the Customer and/or contracts entered into by and between the Customer and the Supplier and any amendments to such purchase orders or contracts.

1.3 Unless the Customer and the Supplier agree otherwise, the Customer is not bound by any terms and conditions of the Supplier that are in conflict with or supplement these SBTC in any manner.

1.4 Unless the parties agree otherwise, each purchase order of the Customer shall contain the following data:

- (a) Purchase order number;
- (b) Supplier data (address, telephone, fax, company ID, and tax registration ID);
- (c) Correspondence address of the Customer (address, telephone, fax, and contact person);
- (d) Billing address of the Customer (address, telephone, and fax); and

(e) Specification of the goods and/or services (description, quantity, unit price, total price, date of delivery, and purpose).

1.5 The Supplier shall reject in writing any purchase order of the Customer that misses any of the data required under 1.4.

1.6 The Supplier shall be entitled to reject in writing any purchase order of the Customer and, along with sending his rejection notice to the Customer, send the Customer his binding offer that contains all the data required under 1.4 above. If the Customer accepts such an offer, he shall send the Supplier a written acceptance confirmation. For the purpose hereof, a 'purchase order' shall also mean a binding offer of the Supplier which has been accepted by the Customer under this provision.

1.7 The Supplier shall send a purchase order acceptance/rejection notice, and a binding offer under 1.6 if applicable, to the contact person in charge of contractual matters on part of the Customer and the contact person who issued the purchase order on behalf of the Customer. To avoid any doubt it is made clear that a purchase order acceptance/rejection may be made electronically.

1.8 Once a purchase order acceptance by the Supplier is delivered to the Customer or a binding offer acceptance by the Customer is delivered to the Supplier, this results in the making of (i) a selling agreement between the Customer as the buyer and the Supplier as the seller if the purchase order is placed for goods or (ii) an agreement on the provision of services if the purchase order is placed for services; the rights and obligation of the parties shall be governed by the purchase order and these SBTC (hereinafter also as the 'Supplier Contract'). The Supplier shall not be entitled to supply goods and/or services prior to the executing of the Supplier Contract.

1.9 Unless the Customer receives in writing from the Supplier a purchase order acceptance or a binding offer under 1.6 by the 15th (fifteenth) day following after the date shown in the purchase order as the date thereof, such a purchase order shall extinguish unless the Customer and Supplier agree otherwise. Such extinguishment of a purchase order shall constitute no entitlement to damages for the Supplier.

**2. RIGHTS AND OBLIGATIONS OF PARTIES**

2.1 The Supplier agrees to supply goods and/or render services to the Customer in a due manner and time, in accordance with these SBTC



and under the Supplier Contract and do so with adequate professional care, and the Customer agrees to pay the Supplier such a purchase price for the goods duly supplied and/or such consideration for the services duly rendered as stipulated in the Supplier Contract in accordance with these SBTC.

2.2 To avoid any doubt the parties represent that the Customer shall be bound by no obligation to issue purchase order, accept offers of the Supplier and/or take any goods/services from the Supplier and shall be entitled to take goods and/or services from third parties.

### **3. REPRESENTATIONS AND OBLIGATIONS OF THE SUPPLIER**

3.1 The Supplier agrees to follow the specifications stipulated in the Supplier Contract in manufacturing and supplying the ordered goods and/or rendering services to the Customer. The Customer shall accept goods and/or services from the Supplier provided that such goods and/or services meet the requirements the Customer specified in the Supplier Contract and are fit for the agreed purpose.

3.2 The Supplier agrees to ensure that the supplies of goods and/or services under the Supplier Contract are in full accordance with the valid legal and administrative rules and regulations and all ethical codes of conduct related to the Customer's business and products, such as the Ethical Code of Conduct of the Association of Innovative Pharmaceutical Industry and the Ethical Code of Conduct of the Czech Association of Veterinary Pharmaceutical Companies, and, in respect of goods, any directives and regulations of the European Union regulating design, production, putting into operation and use of industrial products (the CE mark). The Supplier shall be obligated to compensate the Customer for any damage arisen from violating this provision.

3.3 The Supplier represents that he will only use duly qualified, trained and experienced persons for the supplies of goods and/or the rendering of services specified in the Supplier Contract. The Supplier shall ensure that his employees, agents and any other person the Supplier may use in connection with the supplies of goods and/or the rendering of services specified in the Supplier Contract exercise such a standard of due care which the Supplier is bound to in the Supplier Contract and these SBTC. For discharging his obligations resulting from the supplies of goods and/or the rendering of services the Supplier shall only be entitled to use third

parties upon a prior written consent of the Customer; even where such a consent is granted, the Supplier shall be liable for due supply of goods and/or rendering of services and observance by the third party of all the terms and conditions of the Supplier Contract and these SBTC as if the Supplier himself supplied the goods and/or rendered the services. The Supplier agrees to immediately replace any third party taking part in performing the Supplier Contract where the Customer requests such replacement.

3.4 In discharging his obligations resulting from the Supplier Contract the Supplier shall conduct with due professional care and in accordance with the instructions issued by the Customer and all internal policies and the (general) terms of business and these SBTC that the Customer may communicate to the Supplier from time to time.

3.5 The Supplier represents that he is qualified to supply the goods and/or render the services specified in the Supplier Contract, has the relevant approvals and registrations, meets qualification requirements for doing business, has obtained all necessary permissions, consents, authorisations and registrations, has made the relevant notifications necessary for the discharging of the obligations resulting from the supply of goods and/or the rendering of services, and such permissions and consents are fully valid and effective. The Supplier represents that supplying goods or rendering services under the Supplier Contract is in no conflict with other obligations of the Supplier.

3.6 The Supplier declares that no claim, suit, proceedings, or investigations by state bodies exists, nor is the Supplier aware that any such claim, suit, proceedings, or investigations by state bodies is imminent that could have a deleterious effect on the Supplier's ability to perform his obligations according to the Supplier Contract or which would cause the invalidity or unenforceability of this Supplier Contract.

3.7 The Supplier represents that the executing of the Supplier Contract under these SBTC is in no conflict with the terms and conditions stipulated in any contract or agreement entered into by the Supplier with a third party, the delivering of the Supplier Contract by the Supplier will not result in violating a third party's rights, ethical codes of conduct, applicable legal rules or generally binding or internal rules of the Supplier, rulings, orders (including minister's orders) or regulations of superior bodies or the Supplier's employer, or other rules and directions by which



the Supplier is required to abide. The Supplier also represents that the discharging of the Supplier Contract under SBTC and the payment of price/remuneration by the Customer under the Supplier Contract is no means of persuading into or motivating for using or prescribing products or manipulating with results of clinical product assessments or exercising direct or indirect influence on adopting any decision concerning the Customer or his products. For the purpose of this paragraph products shall be understood any products of the Customer or the entities directly or indirectly controlling the Customer or those controlled by the Customer or those under common control with the Customer.

3.8 The Supplier agrees to enable the Customer to check due use of the monetary performance provided under the Supplier Contract; the Supplier shall do so especially by:

(a) Providing, on a regular basis, invoices with a detailed description of the goods and/or the services provided by the Supplier;

(b) Providing documentation pertaining to all the expenses the Supplier requests to be refunded and notifying the Customer of any extraordinary expenses in writing beforehand. The Customer shall approve in writing any extraordinary expenses before they are incurred; and

(c) Providing the Customer's internal and/or outside auditors, during the Supplier Contract and for three (3) years following after the last payment under the Supplier Contract, with access to accounting entries, documents and records of the Supplier related to the goods and/or the services provided under the Supplier Contract; such access is to be provided at business hours and following a prior notice made in due time beforehand.

3.9 The Supplier agrees not to carry out any off-label promotion of the Customer's products except for the use officially approved in the Czech Republic.

3.10 The Supplier (i) represents and warrants that all the information provided by the Supplier in the pre-contractual due diligence process as well as all the information shown in the Third Party Entity Due Diligence Questionnaire is complete, true and accurate, (ii) agrees to notify the Customer of any event or changed circumstances that might render, during the Supplier Contract, the provided information incomplete, false or inaccurate, (iii) agrees to update and confirm such information at the Customer's request, no less than every 24 months during the Supplier Contract.

3.11 The Supplier agrees to update the representations and obligations undertaken in these SBTC if during the effect of the Supplier Contract the Supplier, his employee or the person in charge of the performance under the Supplier Contract or a next of kin of such an employee or the person in charge (as the next of kin is defined in the Third Party Entity Due Diligence Questionnaire) becomes a government official or if a government official becomes the owner of the Supplier.

3.12 The Supplier agrees to notify the Customer if the Supplier receives, in connection with the executing and delivering of the Supplier Contract, information of a suspected adverse event or a reportable event (see Appendix 2 to the SBTC).

3.13 The Supplier agrees to send the Customer by the tenth (10th) day of the following calendar month a detailed report on the services rendered in the previous calendar month unless the parties agree otherwise. In relation to the period in question such a report shall contain no less than (i) the number of the purchase orders placed and the specification thereof; (ii) the number of the services rendered and the specification thereof; and (iii) the total price for the services and the paid amount and the outstanding amount for the services rendered.

3.14 If personal data are collected, processed or kept in connection with the supplies of goods or the rendering of services under the Supplier Contract, the Supplier agrees to conduct in accordance with Act No. 101/2000 Coll., the Personal Data Protection Act, as amended, i.e. including technical and organisational security measures in respect of access to such data, and to ensure that all data that may be provided for the Customer are anonymous unless the parties agree in writing otherwise.

3.15 The Supplier agrees to make or issue, during the Supplier Contract and for 12 months following the termination thereof, a statement of the existence and subject-matter of this contractual relation with the Customer any time the Supplier writes an article or delivers a speech on any professional, business or other thing which is subject to the Supplier Contract or relates to the Customer.

#### **4. REPRESENTATIONS AND OBLIGATIONS OF THE BUYER**

4.1 The Customer shall provide the Supplier with the cooperation necessary for the Supplier to



duly discharge his obligations resulting from the Supplier Contract.

4.2 The Supplier declares that he is capable of executing the Supplier Contract, that he has obtained all necessary permits and approvals for the signing of the Supplier Contract and for the performance of the obligations arising from it, and that these permits and approvals are valid and applicable in their full extent.

## **5. PURCHASE ORDER ATTACHMENTS**

5.1 All technical specifications, drawings, notes, instructions or other information referred to in the Supplier Contract or contained in the appendices thereto shall be an integral part of the Supplier Contract.

5.2 The Supplier shall check any instructions and/or documents provided for him by the Customer for the delivery of the Supplier Contract and inform the Customer immediately of any discrepancy and/or error the Supplier has identified or suspects. If the Supplier breaches the obligation to inform the Customer, the Supplier shall be held liable for the defects of goods or services that may be caused by the use of wrong or inappropriate instructions and/or documents provided for him by the Customer.

## **6. TERM OF DELIVERY**

6.1 The Supplier agrees to deliver the goods or render the services to the Customer in due manner and in the term of delivery stipulated in the Supplier Contract. The term of delivery is the date on which the ordered goods are to reach the place of delivery and/or the rendering of the ordered services is to be commenced.

6.2 If a delay in supplies is expected, the Supplier agrees to notify the Customer of such a delay in writing as soon as the Supplier becomes aware of such a delay.

6.3 Apart from force majeure events or where an event of default is attributable to the Customer, if the Supplier fails to supply in due manner and/or time or fails to supply in due quantity or amount or a delay in supplies is likely to occur, then the Customer reserves the right to withdraw from the entire Supplier Contract and/or that part thereof which is yet to be performed and/or the right to agree with the Supplier on a new term of delivery. The rights reserved above shall be without prejudice to the Customer's right to demand from the Supplier compensation for direct or indirect damage suffered in connection with delayed supplies and/or failure to supply to the agreed place.

## **7. SUPPLIES**

7.1 Unless agreed otherwise, all supplies of goods and/or services shall be delivered at the registered office of the Customer.

7.2 Partial supplies of goods and/or services are not allowed without a prior written consent of the Customer.

7.3 After goods are dispatched for the place of delivery the Supplier shall deliver the Customer a goods dispatch notice by post, fax and/or e-mail to the address shown in the Customer's purchase order. The goods dispatch notice must show the purchase order number, the quantity of goods and the delivery address.

7.4 Each supply of goods must include a bill of delivery (two copies) which must show the same data as does the goods dispatch notice, otherwise the goods shall be returned to the Supplier at his expense.

7.5 The Supplier agrees to follow the Customer's instructions, especially those in connection with marking goods and issuing accompanying documents.

7.6 Goods/services are understood to have been supplied once accepted by the Customer. By attaching his signature to the bill of delivery and filling in the date of supply, the Customer – his employee, agent or representative authorised to accept goods – confirms the acceptance of a supply but this constitutes no approval as to the standard of the goods supplied.

## **8. PACKAGING AND TRANSPORT**

8.1 Unless the Customer requires otherwise, goods must be prepared and packed in a manner matching the nature of the goods, the method of transport and the place of delivery.

8.2 Unless agreed otherwise, the transport and dispatch documents are to be prepared by the Supplier. The Supplier shall pay the dispatch costs. The dispatch costs include all costs, especially those of packaging, loading, placing, insurance and the costs of transport related to the supply of goods.

8.3 Packing and transport of goods are at the risk of the Supplier.

## **9. INSPECTION AND ACCEPTANCE OF GOODS**

9.1 The Supplier shall inspect the goods prior to dispatch. In accepting the goods/services the Customer shall check the contents of the supply against the bill of delivery and make a standard control acceptance of the goods / assessment of the services rendered and mark in the relevant bill





of delivery all the defects identified in the acceptance inspection.

9.2 If the goods/services show defects in the acceptance procedure, the Customer shall be entitled to:

- (a) Refuse to accept the goods/service and return them to the Supplier at the Supplier's expense and demand that any payments already made be refunded; or
- (b) Demand that the goods in question be replaced, any missing goods be supplied or the services be rendered in due manner; or
- (c) Demand that defects be removed by repairing the goods if they are repairable defects; or
- (d) Demand adequate price discount;
- (e) Withdraw from the Supplier Contract.

## 10. PRICES

10.1 For goods and/or services duly supplied and/or rendered by the Supplier under the Supplier Contract the Customer shall pay the Supplier a price/remuneration at the amount as agreed and always shown in the Supplier Contract. The price/remuneration arrived at in this manner shall be final, binding and complete and not subject to change unless otherwise stipulated in the Customer's purchase order and shall cover all and any fees, taxes, costs related to checks, dispatch, transport etc. and any administrative, travel, customs, insurance of other costs related to delivering the goods and/or rendering the services unless the parties agree otherwise. No exchange rate fluctuation shall entitle the Supplier to make a change to the agreed price.

## 11. INVOICING

11.1 The buyer shall pay the price for the goods and/or the remuneration for the services on the basis of invoices duly made out by the Supplier in accordance with the relevant legal rules and delivered to the Customer without undue delay after the due supply of goods or the due rendering of services to the Customer; invoices for the price for goods and/or services shall fall due on a day no sooner than the 60th day of when the invoice reaches the Customer. A detailed description of the goods supplied and/or the services rendered by the Supplier and specified in the relevant Supplier Contract must be attached to each invoice.

11.2 The invoices made out by the Supplier for the supply of goods and/or the rendering of services and submitted to the Customer must show the purchase order number, the designation of the goods supplied and/or the services rendered, the quantity of items of the goods supplied or the specification of the services rendered, the price for the goods supplied and/or the remuneration for the services rendered, the bank account of the Supplier and other essential data required to be shown in a valid accounting and tax document.

11.3 Invoices/tax documents issued by the Supplier in association with the Supplier Contract shall contain all necessary essential information of a tax document according to valid legal regulations, particularly Act No. 235/2004 Coll. on value-added tax, as amended (hereafter the '**Value Added Tax Act**'). In the event that any invoice issued by the Supplier should contain incorrect or incomplete information or does not contain requirements mandated by the appropriate legal regulations, particularly the Value Added Tax Act, the Customer shall be entitled to return such a tax document to the Supplier. In such case the Supplier shall be required to correct the invoice or issue a new one. The new or corrected invoice/tax document shall fall due on the 60th day of when it reaches the Customer without the Supplier being entitled to demand any late payment interest on the payments so postponed.

11.4 If there occur any circumstances under section 109 of the Value Added Tax Act, i.e. the Supplier fails or is unable to pay value added tax, he shall notify this to the Customer immediately and the Customer shall pay the value added tax on the invoice directly to the financial authority and only pay the Supplier the amount less such a tax.

## 12. PAYMENT

12.1 The prices for the goods supplied and/or the services rendered by the Supplier shall be payable in accordance with these SBTC unless agreed otherwise.

12.2 Unless agreed otherwise, the Customer will make no payments in cash upon the delivery of goods or the rendering of services.

12.3 Any price additions or changes (modified prices) accepted by the Customer shall be paid along with the final payment of the price.

12.4 Unless the goods supplied and/or the services rendered by the Supplier to the Customer comply with the Supplier Contract or these SBTC, the Customer reserves the right to postpone the payments for such goods and/or services until the Supplier discharges his obligations in a due



manner, without prejudice to any other terms and conditions stipulated in the Supplier Contract. No payment so postponed shall constitute entitlement for the Supplier to late payment interest.

12.5 The Customer reserves the right to offset any debts of the Supplier owed to the Customer against the debts owed by the Customer to the Supplier that have resulted from the supply of goods and/or the rendering of services. The Supplier agrees to such offset of mutual debts.

### 13. TRANSFER OF THE OWNERSHIP TITLE

13.1 The title to goods and risk of damage to goods shall pass to the Customer once the goods are accepted by the Customer. The Customer reserves the right to refuse to accept goods and return the same to the Supplier at the Supplier's expense if the Supplier supplies the goods prior to the date of delivery stipulated in the Supplier Contract. The Supplier shall notify the Customer immediately of anything that might cause delay in the Supplier discharging his obligations out of the Supplier Contract.

### 14. WARRANTIES

14.1 The Supplier undertakes and warrants that the goods supplied by him exactly meet the requirements and the specifications stipulated in the Supplier Contract and are free of any legal or other defects; the Supplier especially undertakes and warrants that:

- (a) The goods supplied are free of defect in material, workmanship, design and manufacture and meet all technical, technological or other certificates, such as those concerning health safety;
- (b) The goods supplied comply with the instructions, specifications, drawings and samples referred to in the Supplier Contract;
- (c) The goods are fit for the purpose stipulated in the Supplier Contract or the regular purpose if no specific purpose is stipulated.

14.2 The Supplier undertakes and warrants that the services rendered by him meet the requirements and the specifications stipulated in the Supplier Contract and are free of any defect; the Supplier especially undertakes and warrants that:

- (a) The services are rendered in a due manner, with professional care and in accordance with all legal rules or internal regulations of

the Customer referred to in the Supplier Contract or these SBTC;

- (b) The services rendered comply with the requirements and specifications under the Supplier Contract and/or the SBTC.

14.3 The Supplier grants the Customer a warranty period of 24 (twenty-four) months of when the Customer accepts the goods/or services to make claims in respect of defected goods/or services unless it is stipulated in the Supplier Contract otherwise.

14.4 The Customer shall be entitled to make the following claims in respect of defected goods and/or services:

- (a) Demand that defects be removed by supplying replacement goods, any missing goods be supplied, legal defects of the goods be removed and/or the defected service be rendered again or the missing service or part thereof be rendered;
- (b) Demand that defects be removed by repairing the goods if they are repairable defects;
- (c) Demand an adequate price discount; or
- (d) Withdraw from the Supplier Contract.

14.5 The Supplier agrees to make remedy in the warranty period granted by him under 14.3 above immediately or without undue delay depending on the specific case but no later than by the 30th (thirtieth) day of when the Customer reports such a defect to the Supplier, whichever remedy the Customer may choose:

- For the Supplier to supply replacement goods at his own expense or repair at his own expense the defective or inadequate goods and/or the part thereof which is found defective or supply the missing goods or part thereof or grant a discount on the purchase price for the goods in question or remove the legal defects of the goods;
- For the Supplier to render again at his own expense any service which is found defective or grant a discount on the price for the service in question or remove the legal defects of the service.

14.6 The Customer shall be entitled to damages and contractual penalty in addition to his entitlements under 14.4.

14.7 The Supplier shall be liable to the Customer, the Customer's contractual partners and third parties for any damage that the



Customer, the Customer's contractual partners and/or a third party may suffer as a result of defected goods and/or defective service supplied and/or rendered by the Supplier.

14.8 If the Supplier has been in delay in respect of discharging his warranty-related obligations or has defaulted on the same, the Customer reserves the right to repair or remove immediately the defects and/or errors, or have the same done, at the expense and the risk of the Supplier without any prior notice to the Supplier.

## 15. ANTI-BRIBERY AND ANTI-CORRUPTION PRINCIPLES

15.1 The Supplier represents that he has not directly or indirectly offered, promised or provided any payment or any other benefit irrespective of its value, or authorise such offer, promise or payment, to improperly or corruptly seek to influence any government official or any other person in order to gain an improper business advantage. The Supplier agrees not to offer, promise or provide, whether directly or indirectly, any payment or other benefit irrespective of its value, or authorise such offer, promise or payment, to improperly or corruptly seek to influence any government official or any other person in order to gain an improper business advantage, and agrees not to attempt in an unauthorised manner to influence such persons. The Supplier in this connection declares that he has not accepted such a payment, item or unauthorised favour or benefit nor will he in the future. The Supplier further declares in particular that during the performance of rights and responsibilities arising from the Supplier Contract, none of his employees or representatives (including agents) shall violate or aid in violating any legal regulations.

15.2 Further to paragraphs 3.2 and 15.1 of these SBTC, the Supplier acknowledges by executing the Supplier Contract that he has familiarised himself with the Zoetis Anti-bribery and Anti-corruption Principles attached as Appendix 1 to the SBTC, has understood all of those Principles and shall observe the same unconditionally.

## 16. INSURANCE

16.1 The Supplier agrees to take out an insurance policy so that the rights and the interests of the Customer resulting from these SBTC and a confirmed purchase order would be sufficiently secured in case of any damage suffered.

16.2 At the Customer's request the Supplier shall present the Customer with a certificate issued by the Supplier's insurer to certify a policy taken out that covers the insured risks under the provisions referred to above.

16.3 The Supplier agrees to maintain such a policy valid until the end of the warranty period under 14.3 above.

## 17. COPYRIGHT AND RELATED RIGHTS

17.1 If on the basis of the Supplier Contract there should arise a result of activities which is protected by copyright or related rights (hereafter the 'Work'), the Supplier shall confer on the Customer the exclusive authorisation not limited in terms of time, place, function, quantity, or any other manner for the performance of the right (the license) to use such Work along with the unlimited right to confer sublicense to any third party. The consideration for this authorisation (licence) has been included in the price/remuneration under article 10. The Customer shall be entitled to choose whether he uses the licence or not. The Customer shall be entitled to assign this licence to any third party without an additional permission from the Supplier. The Customer shall further be authorised to publish, alter, change, or otherwise modify the Work, to include the Work in a collective work, to associate the Work with other copyrighted work and to process the Work including its translations into other languages. The Customer shall be entitled to change the title of the Work and introduce the Work to the public under his name.

17.2 If the Supplier should render services or carry out other activities under the Supplier Contract that are subject to protection by copyright law, he shall be required in accordance with copyright law to obtain all rights of the authors, performing artists, or manufactures of sound and video recordings whose works, recordings and films are being used for the rendering of services and the carrying out of other activities according to this Supplier Contract, to such an extent and for such applications that enable realization of the subject of this Supplier Contract, especially the conferring of license to the Customer under 17.1.

17.3 If the Supplier as part of the Supplier Contract should provide advertising, works, performances, recordings, films and other activities subject to the regime of copyright law, he shall be liable for adherence to the rights in association with the extent of use enabled by him of the works, performances, recordings and films



and shall guarantee that any third party shall not lodge any claims against the Customer arising from violation of the third party's rights in association with such use. In the event of violation of this obligation the Supplier shall compensate the Customer for any emergent damage, including violation of the good name and legal costs and any other costs accrued in association with the lodging of a claim by a third party.

## **18. SAFETY AND ENVIRONMENTAL PROTECTION**

18.1 The Supplier undertakes to supply the Customer goods and/or services that are in full accordance with valid safety and environmental rules, otherwise the Customer shall be entitled to withdraw from the Supplier Contract. In addition, the Supplier shall ensure that a supply of goods and/or services is in accordance with the safety and environmental rules applicable to the place of the delivery of the goods and/or the rendering of the services.

18.2 The Supplier undertakes to inform the Customer if the nature of his goods and/or services is specific in terms of safety and environmental protection.

18.3 The Supplier shall be fully liable to the Customer, the end buyer/consumer and third parties for any damage suffered as result of the Supplier breaching a statutory duty in respect of safety and environmental protection.

## **19. CONFIDENTIALITY OBLIGATION**

19.1 The Supplier pledges that for the term of duration of this Supplier Contract and after its termination he shall maintain confidentiality and shall not share or make available any information shared by the Customer whether or not it has been explicitly designated as confidential, and related to the contents or purpose of the Supplier Contract, the terms of business created in connection with the Supplier Contract (including the SBTC), in the wording of their applicable amendments and including all Appendices, as well as all associated documents, records, or other information media whether in material, electronic, or other format, including any information about the commercial activities of the Customer, his employees, products, business relationships and contacts, internal organization of sales activities and internal guidelines, technical equipment or other associated data (hereafter the '**Confidential Information**') and shall use it solely for the purposes of performance of the Supplier Contract. Confidential information shall be protected at

least as (i) trade secrets in the sense of the Commercial Code and/or (ii) personal information in the sense of Act No. 101/2000 Coll. on the protection of personal data and the amendment to certain laws, as amended, provided it is Confidential Information related to an individual and if certain Confidential Information has the character of personal data according to this act. The Supplier shall ensure that his employees, representatives and other persons with whom he shares the Confidential Information in the course of performing the Supplier Contract, handle this Confidential Information in the manner stated above.

19.2 Upon termination of the validity of the Supplier Contract the Supplier shall do the following without undue delay:

(a) Submit and deliver to the Customer all written materials, data media, and other materials or media which capture or contain the Confidential Information that has been made available to him or provided by the Customer including all originals and copies, without retaining any copy or duplicate thereof; and

(b) Submit and deliver to the Customer, or as instructed by the Customer to destroy all translations, statements or notes in written, printed, or electronic format or materials in a format readable by electronic devices or any other material, data or information derived from the Confidential Information, without retaining any copy or duplicate thereof, whereas fulfilment of these obligations may not be conditioned by payment of compensation or fulfilment of other responsibilities by the Customer.

19.3 The Supplier undertakes not to refer to or connect the Customer, under any circumstances without prior written consent of the Customer, with any information during any communication with third parties including but not limited to press releases, internet pages, bids, negotiations, or discussions. However, this limitation shall not restrict the right to inform, to the extent necessary for discharging the Supplier Contract, the employees or other persons engaged for the performance of obligations in accordance with the conditions of the Supplier Contract and the SBTC.

19.4 The Supplier undertakes to provide all information related to these SBTC, the Supplier Contract, purchase orders and offers and the performance thereof and the performance of the Supplier Contract and/or goods and/or services only to the persons on the Customer's side authorised therefor. Without a prior written





consent of the Customer the Supplier shall not be entitled to advertise or publish any goods or services supplied or rendered by the Supplier to the Customer, such as articles, photographs, films, advertising banners or web sites. Should the Supplier breach this obligation, the Customer reserves the right to remove any advertising or publication at the expense of the Supplier.

## 20. TERMINATION

20.1 Both parties have the right to terminate the Supplier Contract regulating the provision of services even without indicating a reason, via a one (1) month written notice to the other party; the notice period begins to run on the first day of the calendar month following the month in which notice reaches the other party.

20.2 The Supplier shall be entitled to withdraw from the Supplier Contract by delivering the Customer a written notice becoming effective as of its delivery in the event of material breach by the Customer of the Supplier Contract and/or these SBTC; the following are understood a material breach:

(a) The Customer breaches the Supplier Contract and/or these SBTC and does not remedy such a breach within thirty (30) days after receiving a written notice from the Supplier with a description of the breach and a request that such a breach be remedied (if the breach cannot be remedied, the request is not required); or

(b) A decision on the declaration of bankruptcy against the assets of the Customer or a ruling on liquidation is issued; or

(c) The Customer files a debtor's petition for commencement of insolvency proceedings.

20.3 The Customer shall be entitled to withdraw from the Supplier Contract by delivering the Supplier a written notice becoming effective as of its delivery in the event of material breach by the Supplier of the Supplier Contract and/or these SBTC; the following are understood a material breach:

(a) The Supplier breaches any obligation stipulated in 3.2, 3.6, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 15.1, 15.2 or 19.1 of these SBTC;

(b) The Supplier breaches any other obligation (except those under (a) of this paragraph above), declaration, or guarantee stipulated in these SBTC and does not arrange a remedy within thirty (30) days following the receipt of a written notice from the Customer with a

description of the breach and a request that such a breach be remedied (if the breach cannot be remedied, the request is not required); or

(c) The Customer has established that the Supplier or a person acting on the Supplier's behalf in connection with supplying the goods and/or rendering the services provides or has provided on behalf of the Customer unauthorised payments for a government official or other person; or

(d) The Customer has established that the Supplier or a person acting on the Supplier's behalf has received in connection with the performance provided on the Customer's behalf any payment, gift or benefit of whatever value in order to award, approve or retain business for a person or gain unauthorised business advantage from any other person or entity or grant the same to such a person or entity; or

(e) The Supplier has been in delay in respect of completing any individual phase of the required supplies of the goods and/or the services according to the deadline announced by the Customer in comparison to any deadline thus established unless there are circumstances excluding liability that apply to such a delay; or

(f) A decision has been adopted to reorganise the Supplier or the Supplier's business has been sold; or

(g) The Supplier assigns his rights and obligations out of the Supplier Contract to a third party without a prior written consent of the Customer; or

(h) The Supplier enters liquidation and/or submits a debtor's petition for the commencement of insolvency proceedings or insolvency proceedings are commenced against the Supplier upon a petition of a third party and the Supplier fails to provide sufficient evidence, as the Customer may judge, of that the insolvency petition of the third party is unjustified.

In these instances the Customer shall be entitled to have another entity to discharge the outstanding



obligations of the Supplier at the Supplier's expense irrespective of the Customer's entitlement to demand damages from the Supplier.

20.4 For the purpose of 20.3 a material breach by the Supplier shall also mean any breach by any employee or agent of the Supplier or any third party engaged by the Supplier in connection with providing goods and/or services under the Supplier Contract.

20.5 If the Supplier Contract is terminated by the Customer's withdrawal for any reason under 20.3(a), (c) and (d), such a withdrawal extinguishes all and any claims of the Supplier in respect of those payments of prices for goods/services or that other performance under the Supplier Contract that are to fall due on a day after the day of withdrawal, irrespective of any action or any contracts with other third parties entered into prior to the Customer withdrawing from the Supplier Contract.

20.6 The rights to terminate the Supplier Contract as specified under 20.1 through 20.3 shall be without prejudice to any other right of the parties in relation to the indicated possible breach or any other breach of these SBTC (especially the rights to a contractual penalty and damages).

## **21. DAMAGES; CONTRACTUAL PENALTY**

21.1 If the Supplier breaches any liability or obligation regulated in these SBTC, the Supplier Contract or the purchase order and such breach fails to be remedied by the fifth (5th) day following after the receipt of the Customer's notice with a request that such breach be remedied, the Customer shall be entitled to demand from the Supplier a contractual penalty at 10% of the selling price for those goods supplied and/or of the remuneration for that service rendered which are affected by the breach, but no less than CZK 20,000 (twenty thousand Czech crowns) for every event of breach. The fixed amount shall also relate to an event of breach in respect of which no value of the goods supplied and/or the service rendered can be derived or which event of breach does not relate to any goods and/or service. The Supplier shall pay the contractual penalty by the tenth (10th) business day following after the Customer's written notice, to the account as specified by the Customer. Payment of any contractual penalty shall bear no influence on the requirement of compensation of damages caused by the violation of the obligation or requirement.

## **22. CIRCUMSTANCES EXCLUDING LIABILITY**

22.1 If either party fails to be discharging its contractual obligations in full or in part and relies in this respect on circumstances excluding liability in the meaning of section 374 of the Commercial Code, such a party shall inform the other party by a registered post letter immediately after such circumstances arise, specifically within 48 (forty-eight) hours after such circumstances arise. Once the circumstances excluding liability cease to have effect, the party which relied on such circumstances shall inform the other party in writing of the exact date when the circumstances excluding liability ceased to exist and of the effect such circumstances had on the discharging of obligations and of why such circumstances occurred and, as may be applicable, such a party shall attach to such communication any relevant certificate issued by the relevant central government authority, etc.

22.2 If any interruption in the Supplier discharging his contractual obligations has persisted for more than 6 (six) weeks as a result of circumstances excluding liability, the Customer reserves the right to withdraw from the Supplier Contract under article 20 above.

22.3 No effect of circumstances excluding liability shall be taken account of in respect of supplies of standard goods and the goods the Supplier can arrange from anywhere else in the term of delivery stipulated in the Supplier Contract.

## **23. RESOLUTION OF DISPUTES; APPLICABLE LAW**

23.1 The parties undertake to deal amicably with any dispute that may arise in connection with the Supplier Contract and/or these SBTC, whatever nature or cause of such a dispute. If such amicable agreement should not be possible, all disputes shall be resolved by the appropriate court of the Czech Republic. All purchase orders, offers, Supplier Contracts and these SBTC shall be governed by the laws of the Czech Republic.

23.2 As soon as the Customer notifies the Supplier of a claim or an action made by a third party that relates to the ordered goods or services, the Supplier shall arrange for defence for the Customer against such a claim and cover the costs, expenses and damages associated with such a claim and the defence against it. If a final decision is delivered, forbidding the Customer to use the ordered goods or the rendered services because of breach of patent rights or copyright or



if, as the Customer may conclude, the use of such goods or services could result in an action for breach of such rights, the Supplier shall, at the Customer's request and at the Supplier's expense, either obtain for the Customer the right to continue the use of such goods or services or replace or change such goods or services so that the use thereof would constitute such a breach no longer.

23.3 In the event that any provision of the Supplier Contract or these SBTC is or becomes invalid, ineffective, or unenforceable, such provision shall be considered severable from the other contents of the Supplier Contract and shall have no effect on the validity, effect, or enforceability of the Supplier Contract or the terms and conditions as a whole. In such an event the parties undertake to replace such an invalid, ineffective, or unenforceable provision with a different provision that corresponds to the purpose of the contract and the terms and conditions and will be in terms of its content closest to the invalid, ineffective, or unenforceable provision.

#### **24. COMMON PROVISIONS**

24.1 All the notices and communication under the Supplier Contract and these SBTC shall be delivered to the relevant party by hand or sent by registered post or fax to the respective addresses or fax numbers as specified in the Supplier Contract. If an act is to be effected in writing, it is sufficient if effected by electronic post unless agreed or stipulated in these SBTC otherwise.

24.2 The Supplier shall not be entitled to include in his promotional, business or other material any reference to the Customer as the Supplier's business partner without a prior written consent of the Customer.

#### **25. ACCEPTANCE OF STANDARD BUYING TERMS AND CONDITIONS OF THE BUYER**

25.1 By accepting the Customer's purchase order or submitting a binding offer the Supplier represents that he has duly read and understood these SBTC and accepts all the provisions thereof.

25.2 If the Supplier has accepted the SBTC, these SBTC shall also apply to any other goods or services supplied or rendered by the Supplier to the Customer.



## **Appendix No. 1**

### **Zoetis Anti-Corruption Principles**

Zoetis has a longstanding corporate policy that prohibits colleagues or anyone acting on Zoetis's behalf from providing any payment or benefit to any person or entity in order to improperly influence a government official or to gain an unfair business advantage. Zoetis is committed to performing with integrity, and acting ethically and legally in accordance with all applicable laws and regulations, including, but not limited to, anti-bribery and anti-corruption laws. We expect the same commitment from the consultants, agents, representatives or other companies and individuals acting on our behalf ('Business Associates'), as well as those acting on behalf of Business Associates, in connection with work for Zoetis.

#### ***Bribery of Government Officials***

Most countries have laws that forbid making, offering or promising any payment or anything of value (directly or indirectly) to a government official when the payment is intended to influence an official act or decision to award or retain business. In full compliance with s. 127 and sections 331 – 334 of Act No. 40/2009 Coll., the Criminal Code, under Zoetis's policies, 'government official' is broadly interpreted and includes: (i) any selected or appointed public administration officer, such as ministry of health employees or other officers; (ii) any employee or person acting for or on behalf of a public administration officer, an officer of a body or an entity exercising the powers of public administration; (iii) any political party, candidate running for a public office, officer, employee or person acting on behalf of a political party or a candidate running for a public office; (iv) any employee of a public international organisation, such as the UN, or any person acting on behalf of such an organisation. 'Government' is meant to include all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive). Because this definition of 'government official' is so broad, it is likely that Business Associates will interact with a government official in the ordinary course of their business on behalf of Zoetis. For example, doctors employed by government-owned hospitals would be considered 'government officials' under Zoetis's policies. The U.S. Foreign Corrupt Practices Act of 1977 (the 'FCPA') prohibits making, promising, or authorizing the making of a payment or providing anything of value to a non-U.S. government official to improperly or corruptly induce that official to make any governmental act or decision to assist a company in obtaining or retaining business, or to otherwise obtain an improper advantage. The FCPA also prohibits a company or person from using another company or individual to engage in any of the foregoing activities. As a U.S. company, Zoetis must comply with the FCPA and could be held liable as a result of acts committed anywhere in the world by a Business Associate.

#### **Anti-Bribery and Anti-Corruption Principles Governing Interactions with Governments and Government Officials**

Business associates are required when interacting with governments and government officials to adhere to the following principles:

- Business Associates, and those acting on their behalf in connection with work for Zoetis, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any government official to induce that government official to make any governmental act or decision to help Zoetis obtain or retain business. Business Associates, and those acting on their behalf in connection with work for Zoetis, may never make a payment to or offer a government official any item or benefit, regardless of value, as an improper inducement for such government official to approve, reimburse, prescribe, or purchase a Zoetis product, to influence the outcome of a clinical trial, or take other improper steps to benefit Zoetis's business activities.
- Business Associates, and those acting on their behalf in connection with work for Zoetis, need to understand whether local laws, regulations, or operating procedures (including requirements imposed by government entities such as government-owned hospitals or research institutions) impose any limits, restrictions, or disclosure requirements on compensation, financial support, donations, or gifts that may be provided to government officials. Business Associates, and those acting on their behalf in connection





with work for Zoetis, must take into account and comply with any applicable restrictions in conducting their Zoetis-related activities. If a Business Associate is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with government officials, that Business Associate should consult with his or her primary Zoetis contact before undertaking their activities.

- Business Associates, and those acting on their behalf in connection with work for Zoetis, are not permitted to offer ‘facilitation payments’. A ‘facilitation payment’ is a nominal, unofficial payment to a government official for the purpose of securing or expediting the performance of a routine, non-discretionary governmental action. Examples of facilitation payments include payments to expedite the processing of licenses, permits or visas for which all paperwork is in order. In the event that a Business Associate, or someone acting on their behalf in connection with work for Zoetis, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Zoetis, the Business Associate shall report such request or demand promptly to his or her primary Zoetis contact before taking any further action.

### ***Commercial Bribery***

Bribery and corruption can also occur in non-government, business to business relationships. Most countries have laws which prohibit offering, promising, giving, requesting, receiving, accepting, or agreeing to accept money or anything of value in exchange for an improper business advantage. Examples of prohibited conduct could include, but are not limited to, the provision of inappropriate gifts or hospitality, kickbacks, or investment opportunities offered to improperly induce the purchase of goods or services. Zoetis colleagues are not permitted to offer, give, solicit or accept bribes, and we expect our Business Associates, and those acting on their behalf in connection with work for Zoetis, to abide by the same principles. Zoetis colleagues are not permitted to offer, give, solicit or accept bribes, and we expect our Business Associates, and those acting on their behalf in connection with work for Zoetis, to abide by the same principles.

### **Anti-Bribery and Anti-Corruption Principles Governing Interactions with Private Parties and Zoetis Colleagues**

Business associates are required when interacting with private individuals and employees of the Zoetis corporation to adhere to the following principles:

- Business Associates, and those acting on their behalf in connection with work for Zoetis, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any person to induce that person to provide an unlawful business advantage for Zoetis.
- Business Associates, and those acting on their behalf in connection with work for Zoetis, may not directly or indirectly, solicit, agree to accept, or receive a payment or anything of value as an improper inducement in connection with their business activities performed for Zoetis.
- Zoetis colleagues are not permitted to receive gifts, services, perks, entertainment, or other items of more than token or nominal monetary value from Business Associates, and those acting on their behalf in connection with work for Zoetis. Moreover, gifts of nominal value are only permitted if they are received on an infrequent basis and only at appropriate occasions.

### ***Reporting Suspected or Actual Violations***

Business Associates, and those acting on their behalf in connection with work for Zoetis, are expected to raise concerns related to potential violations of these International Anti-Bribery and Anti-Corruption Principles or the law. Such reports can be made to a Business Associate's primary point of contact at Zoetis, or if an Associate prefers, to Zoetis's Compliance Group by e-mail at [corporate.compliance@Zoetis.com](mailto:corporate.compliance@Zoetis.com) or by phone at 1-212-733-3026.



## Appendix No. 2 Safety Reporting Conditions for Zoetis Animal Health Products

### 1. INTRODUCTION

- 1.1 Zoetis is legally and morally obliged to adhere to the legal regulations in force regarding the recording and reporting of Adverse Events ('AE'), as defined by "*Eudralex - Volume 9B - Pharmacovigilance for Medicinal Products for Veterinary Use*". Any entity providing Zoetis with services that form the subject of this agreement ('Supplier') is obliged to adhere to the below instructions under all circumstances.
- 1.2 If the staff of the Supplier ascertain potential AE that might be related to a Zoetis product, the Supplier is obliged to inform Zoetis in compliance with the instructions for reporting AE, which are defined in this Appendix or based on later amendments provided to the Supplier by Zoetis.
- 1.3 The Supplier is obliged to ensure that all its employees and suppliers providing services forming the subject of this agreement adhere to the conditions defined in this Appendix.
- 1.4 If the Supplier concludes agreements with sub-suppliers, including non-profit organizations, for the purposes of providing the services connected to this agreement, it is obliged to require from sub-suppliers the fulfilment of these safety reporting conditions, to the extent specified in this Appendix.

### 2. DEFINITION

#### 2.1 The scope of adverse events includes:

- Suspected adverse reactions (SARs) in animals to Zoetis products.
- Suspected human exposure to Zoetis products.
- Suspected ecotoxicity or environmental problems suspected to be associated with a Zoetis product.
- Suspected residue violations following use of Zoetis products.
- Suspected lack of expected efficacy to Zoetis products.
- SARs in animals to Zoetis products registered for use in veterinary
- Suspected transmission of an infectious agent via a PAH product
- Suspected quality defects in Zoetis products.

- 2.2 **Suspected quality defects:** any written or verbal expressions of dissatisfaction with the physical features, status, designation, force and/or packaging of a product.

### 3. TRAINING

- 3.1 The Supplier agrees to adhere to Zoetis standards and to Zoetis training concerning the procedures relating to the reporting of AE (the 'Reporting Procedures') by people responsible for the provision of the services forming the subject of this agreement. The Supplier will require that all employees, suppliers and sub-suppliers (if any) successfully complete the most recent version of the training program concerning the Zoetis procedures for the reporting of Adverse Events (the 'Program') upon joining and/or beginning to manage or handle customer information or customer contact information, and that they prove their attendance and successful completion of the Program.
- 3.2 The Supplier is obliged to keep a record of the names of all persons who have been trained and to present it to Zoetis upon request.



#### 4. REPORTING PROCEDURES

- 4.1 **Reporting deadlines:** The Supplier is responsible for reporting potential adverse events associated with the use of Zoetis product within 2 days for SSARs (i.e. Serious suspected adverse reactions) and Suspected human exposure to a Zoetis product, respectively within 5 days for other adverse events.
- 4.2 AE shall be reported to MVDr. Libor Borkovec (mail: [libor.borkovec@zoetis.com](mailto:libor.borkovec@zoetis.com), phone: 00420 731 532 732) or to MVDr. Jozef Mikláš (mail: [jozef.miklas@zoetis.com](mailto:jozef.miklas@zoetis.com), phone: 00420 731 532 447) or by fax to 00420 251 610 270.
- 4.3 **Documentation of the reports:** The Supplier is obliged to record all AE in compliance with instructions from Zoetis and to keep a record of all AE reported to Zoetis. The Supplier is obliged to provide these records to Zoetis upon request.

#### 5. AUDIT

Zoetis reserves the right to conduct an audit of the Supplier's workplace at its own cost and during normal working hours, provided that it informs the Supplier about this sufficiently in advance, and Zoetis reserves the right to monitor the Supplier's activities in order to check its adherence to the safety requirements set out in this Agreement.

COMPANY NAME: \_\_\_\_\_

Name and Surname: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_