

Zoetis Beijing Trading Co., Ltd. PO Standard Term & Conditions

Purchase Order is official purchasing document to identify the goods or service Zoetis Beijing Trading Co., Ltd. would like to purchase from the supplier.

Supplier or Seller is the company or person who accepts the order and commits to provide the goods or service according to both parties agreement. We call it as "supplier" below.

Please find the below information introduction for PO Print:

| Label on purchase order (PO) | Meaning |
|------------------------------|--|
| Send Invoice To: | The invoice should be physically sent to this address. |
| Deliver To: | Goods or Services should be provided at this location. |
| Supplier: | Supplier contact details as known by this Zoetis entity. |
| Zoetis Contact: | Contact person within this Zoetis entity. |
| Purchase Order Date: | Date on which the purchase order has been established |
| Revision Date: | Date on which the purchase order has been revised. |
| Shipping Terms: | Code identifying the shipping terms if applicable (goods & PGM only). |
| Payment Terms: | Code identifying the payment terms. |
| Additional Information: | If the order is restricted in time, the start and end date are printed here. If the order is a renewal of a previous order, the old PO number is printed here. |
| Quantity: | The quantity ordered. |
| Supplier Part Number | The item's part number as provided by the supplier (if applicable). |
| Zoetis Part Number | The item's part number as known by Zoetis. |
| UOM | Unit of measure. |
| Description | Item's description |
| Need By Date | Date on which the goods/services must be delivered. |
| Unit Price | Price per unit of measurement |
| Extended Price | Unit price multiplied by the quantity. |
| Total Amount: | The total Price is Tax Exclusive Price for those suppliers who issue VAT Tax Invoice to Zoetis otherwise should be tax inclusive. |
| Line Number | Sequential number that identifies the number of item lines on the PO. |
| Comments | Comments provided by Zoetis. |

Note: Each delivery must be accompanied by a delivery note (PGM only). Failure to do so may result in your carrier being turned away. The delivery note must specify:

1. Supplier Name
2. Delivery Address
3. Purchase Order number and line number
4. Quantity & Description of goods
5. Product code or Zoetis part number
6. Lot or control number (if applicable)
7. Zoetis contact name (if known)

Requested Original Documents when Goods imported to Zoetis Manufacturing:

1. Two sets of original Invoices, PLs & B/Ls
2. Declaration of non-coniferous wood or non-wood packing Materials (WPM should be treated and labeled with IPPC mark)

ZOETIS CHINA STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE; CONFLICT OF TERMS: This order is an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this order. This order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this order shall be binding upon Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. If this order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this order and is made conditional on Seller's assent to any additional or different terms in this order. If, however, a written contract is already in existence between Buyer and Seller covering the purchase of the goods or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with these terms and conditions. Job can only start after received the approved PO.

2. PRICE: If no price is stated herein, the goods or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest.

3. WARRANTIES: Seller represents and warrants that:

- a) All goods supplied hereunder shall conform to Buyer's specifications, can't accepted for any defects in material and workmanship and of merchantable quality, and be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller;
- b) The use or sale of the goods delivered hereunder shall not infringe any patent, trademark, copyright, or other intellectual property right of any third party;
- c) All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications and shall comply with all applicable laws.

4. INSURANCE; RISK: When performing any work or services at any of Buyer's locations, Seller shall carry adequate insurance and promptly furnish Buyer with a certificate thereof, covering General Bodily and Property Damage Liability; Workmen's Compensation and Occupational Disease; and Automobile Bodily and Property Damage Liability. Title and risk in goods shall pass to Buyer upon delivery except as otherwise set forth herein.

5. INSPECTION: All goods supplied hereunder are to be shipped subject to Buyer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if not as warranted herein, or if not in conformity with Buyer's specifications or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

6. TAXES: Prices stated on the face hereof include all taxes and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. Force Majeure: Force Majeure is failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, other internationally recognized events of force majeure, and all other events caused by man or by nature beyond the control of the parties. If a party is prevented from performing its obligations under this purchase order because of an event of force majeure, it shall immediately notify the other party in writing of the occurrence of such event and , within fifteen(15) days of the event , provide the other party with a written explanation for its inability to meet its obligations under this purchase order.

8. PACKING AND SHIPPING: Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in this order. Each container must be marked to show quantity, order number, contents and shipper's name and must include a packing sheet showing this information. Packaging, marking, labeling and shipping of all hazardous materials must meet applicable Department of Transportation and Environmental Protection Agency regulations. The seller should deliver goods to the designated warehouse or places on time and in ordered quantity.

9. TERMINATION: If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate this order. In the event of termination Seller shall keep possession of any goods or of any items belonging to Buyer and Buyer may enter any premises of Seller to retrieve such goods or items. Without prejudice to any other remedy, if Seller breaches any of the terms of this order, Buyer may, at its election: (a) reject and return the goods and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment (risk in the goods shall revert to Seller upon such rejection); (b) permit Seller to repair or reinstate the goods or re-perform the services so that they conform with this order; or (c) carry out or have carried out at Seller's expense such work as is necessary to conform the goods and/or services to this order. Buyer may postpone or cancel delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Buyer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated.

10. Period of validity & payment term

a) Failing to submit the invoice or payment request to Buyer's accounting within the prescribed time limits (six months) above will be deemed that the Seller' has waived its legal right to payment without any condition. That is to say, the Seller has no right to claim any payment under the subjected the Purchase Order; Or according the contract for execution.
b) In RMB currency within 45 days for credit term after goods delivery or service render with proper invoice.

11. GOVERNING LAW: This order shall be governed by the laws of P. R. China.

12. SAFETY: In all cases where Seller delivers goods or performs work or services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of the safety laws and rules and Buyer's safety standards for such location.

13. CONFIDENTIALITY/ PROPERTY RIGHTS: Any information or materials provided to Seller by or on behalf of Buyer in connection with this order shall remain the property of Buyer and Seller shall use such materials solely in connection with this order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Buyer directs.

14. INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation or warranty made by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer: provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or willful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

15. ASSIGNABILITY: This order in its entirety and each provision hereof shall inure to the benefit of the customers, successors and assigns of Buyer. Seller may not assign this order without Buyer's prior written consent, and any purported assignment without such consent shall be null and void.

16. Representations and Warranties by Seller that:

a) Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses or completed such registrations as may be necessary or required by law to provide the good or services encompassed within the Schedule;
b) Seller has been provided with a copy of Zoetis' International Anti-Corruption and Anti-Bribery Principles;
c) Seller has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official, and, if Seller is itself a Government Official, has not accepted, and will not accept in the future, such a payment;
d) [IN THIRD PARTY CONTRACTS WHERE FCPA DUE DILIGENCE WAS UNDERTAKEN PURSUANT TO THE FCPA PROCEDURE: All information provided by Seller during Zoetis' pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire, is complete, truthful and accurate;] and
e) Seller undertakes to update these Representations or Warranties if (during the performance of the agreement) Seller, or any of the employees or individuals who will be primarily responsible for performing under the agreement, or a relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of Seller.

17. Representations and Warranties by Seller that:

- a) Providing periodic invoices stating, in detail, the work performed;
- b) Providing documentation of all expenses to obtain reimbursement and providing Zoetis with written notification in advance of any extraordinary expenditure. Zoetis must authorize any extraordinary expenditure in writing before it may be incurred; and
- c) Permitting, during the term of the agreement and for three years after final payment has been made under the agreement, Zoetis' internal and external auditors access to any relevant books, documents, papers, and records of Seller involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

18. A clause providing that Zoetis may terminate the contract if Seller breaches any of the above Representations and Warranties or if Zoetis learns that improper payments are being or have been made to Government Officials by Seller with respect to services performed on behalf of Zoetis or any other company. Further, in the event of such termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and Seller shall be liable for damages or remedies.

19. "Government Official (GO)" is broadly interpreted and includes, State Officials and any officers acting for or on behalf of the ruling party.

State Officials refer to:

- a) People engaging in public service in:
 - 1) State organizations and departments;
 - 2) State-owned enterprises,
 - 3) Public Institutions, and/or;
 - 4) People's organizations.
- b) People of (A1-4) above who are assigned to engage in public service in Non-State owned companies, enterprises, institutions and social organizations.
- c) People who engage in public administrative work according to the law.

Examples of GOs, include but are not limited to, the following:

- a) Elected or appointed GOs;
- b) Civil servants
- c) Any officer, employee, or person acting for, or on behalf of, the ruling political party;
- d) Healthcare professionals (HCPs) who meet the definition of a GO, such as doctors employed at army hospitals, public hospitals and institutions run or controlled by the government, and HCPs serving on special governmental agencies or committees;
- e) Officials, employees and other individuals serving at such organizations as the United Nations (UN), World Health Organization (WHO), World Trade Organization (WTO), International Committee of the Red Cross, International Monetary Fund (IMF), International Criminal Police Organization (INTERPOL);
- f) The head of State-Owned enterprises, which refers to those enterprises wholly (100%) owned by government;
- g) Administrative staff hired by Public Universities, such as the President, and Associate President and staff with administrative powers;
- h) Officers with managing or administrative powers in the media, news agency and publishing company; such as Head or Associate Head of such media, news agency and publishing house, and;
- i) Others who engage in public administrative work defined by the Chinese laws and regulations. "Government" is meant to include all levels and subdivisions of China governments (i.e., central and all levels regional governments and the organizations designated by governments or central and all levels regional legislative, or executive).

20. This term and condition of PO is prepared in English & Chinese, and where there is any discrepancy between the two, the Chinese version shall prevail.