

## **ZOETIS HUNGARY PHARMACEUTICAL TRADING LIMITED LIABILITY COMPANY'S STANDARD TERMS AND CONDITIONS**

### **Buyer orders**

Zoetis Pharmaceutical Trading Limited Liability Company's (hereinafter called Buyer or Zoetis) orders are valid in writing only. Verbal orders (including follow-up orders) are not binding until confirmed in writing.

Buyer orders made in electronic form through the "ARIBA Buyer" system will need to be confirmed in writing by the supplier (the "**Supplier**").

**If there is a framework contract in place and/or if the order makes reference to an existing contract between Buyer and the Supplier, the provisions of this Contract will also apply.**

### **Prices**

Order prices are binding and will apply including carriage to delivery address, packaging and excluding VAT unless otherwise stipulated in a separate deviating agreement. Additional costs in association with the order and/or delivery will be borne by the Supplier unless otherwise agreed in writing.

### **Packaging, damages**

Unless otherwise stipulated in an agreement in writing, packaging will be transferred into Buyer's ownership and is included in the purchase price. The seller is responsible for damage to goods caused due to deficient protection.

Each package must clearly indicate the purchase order number, goods description, article number and delivery quantity, as well as requisite information, according to applicable legal regulations.

### **Delivery and acceptance / Delivery deadline for goods; Late fulfilment and non-fulfilment**

All deliveries must be made with a delivery bill indicating the PO number and recipient. The Supplier will be liable for the hazards and risks of transport and of any potential interim storage up to the time of delivery; the Supplier must have goods insured accordingly.

A receiving employee's taking the delivery does not represent official acceptance on behalf of the company.

The Supplier assumes a full guarantee for flawless quality in the goods delivered or orders executed. The Supplier shall take back goods rejected by Buyer or goods that exceed the order quantity at the Supplier's own cost and assume the associated risk, even if they had already been warehoused. The delivery date we indicate or agreed is understood to be a firm deadline.

Partial deliveries are only permissible with prior written consent from Buyer. The delivery date applies to those goods to be delivered to the delivery address indicated on the purchase order. In the event of incomplete, partial non-fulfilment, or delayed completion of work, Supplier shall pay 5% penalty payment per each day after the due date of the performance. In the event of non-delivery, the Supplier shall pay penalty amounting to 20% of the service fee. In addition to the above, Buyer shall be entitled to enforce payment of damages exceeding the penalty as well as other rights resulting from the breach of contract according to the Hungarian Civil Code. This provision does not apply to cases in which there is a written agreement stipulating otherwise, or in cases of force majeure.

### **Services**

The services ordered are realised at the location indicated on the purchase order under strict compliance with the defined schedule pursuant to the directions on the order form as well as in fulfilment of the strictest professional criteria.

**Changes:**

Purchaser may at any time by written order make changes in drawings and specifications. Such written changes should be strictly complied with by the vendor. If such changes cause an increase or decrease in the amount or in the time required for performance, the purchase order shall be modified in writing. Any claim for adjustment under this provision must be asserted within 30 days from the date the change is ordered.

**Termination:**

Zoetis shall have the right to terminate the order in whole or part, by written notice to the Supplier. On receipt of such notice the Supplier shall immediately cease all work in connection with the order. The Supplier shall then advise Zoetis of any costs appertaining to said termination.

**Invoicing**

Invoices must be issued under the name of the company to which the PO was issued (and not in the name of any potential sub-contractors) to.

**Invoice recipient:**

Zoetis Pharmaceutical Trading Limited Liability Company  
1123 Budapest  
Alkotás u. 53. MOM Park "A" épület

Unless otherwise stipulated in a deviating agreement, the invoice must indicate the Zoetis PO number and the purchaser's name along with a corresponding detailed description of goods and/or service. The Supplier shall issue its invoice according to the Hungarian accounting requirements and legal regulations.

**Payment**

Payment is made 60 days after the invoice issued unless otherwise stipulated in an agreement in writing. In order to guarantee timely processing and payment of your invoice, we ask that the PO NUMBER be indicated on all correspondence and invoices, credit notes and delivery bills! Invoices not indicating our PO number will be returned to you without exception and can not be paid!

**Information/documents/drawings/tools and copyright**

The copyright on all documents such as plans, sketches, calculations, etc., provided to the Supplier will remain Buyer's property. The Supplier will use such documents and all other information exclusively for the purpose of executing Zoetis' orders. Without prior written consent from Zoetis, the Supplier is not authorised to copy, duplicate or in any way make these types of documents and information available to third parties who are not contracted by the Supplier directly for executing work in association with the order.

**Secrecy**

The Supplier or the service provider shall maintain secret to third parties all information and documents of which they gain knowledge in fulfilling the contract. This obligation has no time restrictions.

**Supplier GTCs**

Contract terms and conditions or miscellaneous Supplier GTCs will not be recognised; in accepting the order, the Supplier is expressly waiving their terms and conditions and recognising our purchase terms and conditions as legally binding. In no case will there be a need for express non-acceptance from us. Any side agreements deviating from these terms and conditions will apply to the respective contract only and will only be valid if they have been expressly confirmed by us in writing.

**Applicable law - Jurisdiction**

Legal disputes are subject to Hungarian law. The Supplier agrees that any disputes arising out of the contract must be settled amicably through negotiations. If the dispute could not be settled within thirty (30) days, the Buyer and the Supplier must submit their dispute to the court that is competent, according to Act No. III of 1952 on the Hungarian Civil Procedure.

**Validity**

These purchase terms and conditions apply as of 03/26/2013.

**Additional Terms and Conditions**

1. Supplier agrees to Zoetis' Standard FCPA and Anti-Bribery/Anti-Corruption Contract Provisions set out in Attachment # 115E; and
2. Supplier provides, or agrees that it will provide if it is awarded the bid, basic information regarding its connection to Government Officials, including the following:
  - a. Whether any of its officers, directors, shareholders, or principal managers is a Government Official;
  - b. Whether any of its officers, directors, shareholders, or principal managers has a business relationship with any Government Official who would be in a position to influence the purchase of Zoetis products or otherwise provide a commercial advantage to Zoetis; and
  - c. Whether any Government Official is entitled to any part of any compensation or free to be paid under the proposed agreement.