# Standard Terms and Conditions of Purchase by Zoetis Egypt LLC

These terms and conditions apply to Sellers engaging with Zoetis Egypt LLC, a private company with limited liability incorporated under the laws of Egypt with commercial register number 104572 and having its registered office at 45’ Northern 90th Street, New Cairo, Egypt, (‘Buyer’) who are not a party to a current contract with Buyer.

## 1. ACCEPTANCE & CONFLICT OF TERMS

The terms of this Purchase Order ("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, work, or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof.

## 2. PRICE

If no price is stated on the Order, the goods, work, or services shall be billed at the price last quoted by Seller in EGP currency or any other currency as agreed by Buyer, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest. Amounts payable by Buyer under this Order will be paid sixty (60) days after the date of the tax invoice, unless otherwise stipulated by a contract between the Buyer and Seller.

## 3. WARRANTIES

Seller represents and warrants that:

- The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements.
- The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements.
- The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements.
b. All goods supplied hereunder shall be free from defects in material and workmanship and shall be of merchantable quality, shall conform to the Buyer's specifications, and shall 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.

c. All goods and services supplied hereunder shall, at the time of sale and delivery, comply with the applicable requirements under Egyptian laws.

d. The use or sale of the goods and services delivered hereunder shall not infringe any patent, trademarks, copyright, or any other intellectual property rights of any third party.

e. 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, including, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA').

f. All information provided by it during the Buyer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.

g. The Third Party 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 (including any PAHP) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;

h. The Seller undertakes to update these Representations or Warranties if (during the performance of the Order) the Seller, or any of the employees or individuals who will be primarily responsible for performing under the Order, or a familial relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of the Seller.

i. Work performed for the Buyer will be completed by tradesmen (where the work performed includes electrical wiring, plumbing, draining and gas fitting work, air conditioning and refrigeration work, or building works) who hold all applicable licenses, registrations and trade
certificates, an original of which will be shown to the Buyer on request.

j. Seller shall not sub-contract, in whole or in part, his obligations hereunder without the prior written approval of Zoetis. Seller agrees that only appropriately qualified independent sub-contractors will perform the services.

k. Seller undertakes that it will always comply with the Zoetis Anti-Bribery and Anti-Corruption Principles, available on www.zoetis.com.

4. INSURANCE AND RISK

When performing any work or services at any of Buyer's locations, Seller is to carry adequate insurance, and will promptly furnish Buyer with a certificate thereof, covering Worker's Compensation, General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The 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 of the Order include all taxes (including GST) 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. CONTINGENCIES

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, or any other circumstances beyond the control of the parties, or if Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's plants, shall not subject the party so failing to any liability to the other party, but, at Buyer's option the total quantity of goods, work or services ordered shall be reduced by the amount of the unperformed portion. Seller shall not be liable for any delay in delivery occasioned by acts of God, war or civil disturbance, or other circumstances beyond Seller's control and Buyer's order shall not be in any event cancelled or suspended. Buyer may not terminate this agreement for any reason.

In the event that the project or work described herein is not carried out because of an act of God, war or civil disturbance, or other circumstances beyond Seller's control, Seller shall be entitled to an extension of time to perform, which extension shall be reasonable and in all other respects consistent with the terms of this agreement.
services covered by the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

8. PACKING AND SHIPPING

Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in the 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, labelling and shipping of all hazardous materials must meet applicable regulations.

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 election: (i) reject and return the goods and/or services to this Order. Buyer may postpone or cancel delivery or performance omitted as a result of such postponement or cancellation which cannot be mitigated. The Buyer may terminate this Order immediately if the Buyer learns that the Seller, its officers, employees or agents are making, or have made, improper payments to government officials. Further, in the event of termination under this clause, the Seller will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination.

11. ATTENDANCE ON PREMISES

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 local Egyptian safety, health and security laws and regulations.
### 12. CONFIDENTIALITY/PROPERTY RIGHTS

Any information or materials provided to Seller by or on behalf of Buyer in connection with this Order shall remain the sole 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.

Seller hereby assigns to Buyer all worldwide right, title, and interest in and to all intellectual property and all work product produced by Seller in relation to the Order. Work product includes, but is not limited to, all notes, inventions, reports, materials prepared, assembled, gathered and obtained as part of the Services. Seller further agrees to assign to Buyer and hereby assigns to Buyer all worldwide right, title, and interest in and to all rights in all intellectual property and all work product obtained by Seller from any third party relating to the performance of services under the Order.

### 13. 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 and/or warranty made herein 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 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. DATA PROTECTION

Seller acknowledges and understands that personal data of its personnel might be used by Buyer and its affiliates (as listed on zoetis.com/about/locations). It will be used for invoicing, vendor administration and commercial and marketing purposes. The data may be shared with third party suppliers of the Zoetis group, which will be required to process the data only in accordance with the instructions of the Zoetis group.

### 16. TRADE SANCTIONS & EXPORT REGULATIONS

Seller agrees and warrants to Buyer that all actions by Seller contemplated by the Order, including the preparation, transmittal
and settlement of payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by OFAC.

14. ASSIGNABILITY

The terms of this Order in its entirety and each and every provision hereof shall inure to the benefit of the customers, successors and permitted assigns of Buyer. Seller may not assign this Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

10. GOVERNING LAW

The Order shall be governed by the laws of Egypt and the parties submit to the non-exclusive jurisdiction of courts of Cairo.

11. LANGUAGE

This Agreement is drafted in the English language and in Arabic. The English language version of this Agreement shall prevail if there is a conflict, inconsistency or ambiguity whatsoever.

For acceptance:

I hereby confirm that I have read and understood these Terms & Conditions of Purchase and agree to them.

Name:

Signature:

Company stamp:

لقبول الأمر:

أقر بقبول هذا الأمر بقراءتي وفهمي واستيعابي لما ورد في هذه الشروط والاحتمالات الخاصة بالشراء وأوافق عليها.

الاسم:

التوقيع:

ختم الشركة: