

## Standard Conditions of Sale

### 1. Definitions

1.1 The following definitions shall apply to the following terms when used in these conditions:-

“Conditions” means the standard terms and conditions of sale set out in this document;  
“Confidential Information” means any information relating to the business or affairs of the Seller, including the Seller’s pricing information. Confidential Information does not include information which (i) is or becomes legitimately available to the public; or (ii) was available to the Purchaser prior to receipt from the Seller and without breach of the confidentiality obligations set out herein;  
“Contract” means the definition described in more detail at Condition 3.3;  
“Good Manufacturing Practice” describes the minimum standard that a medicines manufacturer must meet in their production processes and requires medicines:

- to be of consistent high quality;
- to be appropriate for their intended use;
- to meet the requirements of the marketing authorisation or clinical trial authorisation.

“Goods” mean goods supplied by the Seller to the Purchaser in accordance with these Conditions;  
“New Product” means Goods not previously sold in the United Kingdom or Republic of Ireland markets;  
“Purchaser” means the party to whom Goods are supplied subject to these Conditions;  
“Sanctioned Party List” means a list published by the UK Government, European Union, United Nations Security Council or United States of America listing designated persons and entities which are subject to trade or financial sanctions;  
“Seller” means Boehringer Ingelheim Limited (registered in England under number 711858) or Boehringer Ingelheim Animal Health UK Limited (registered in England under number 01961886), whichever company supplies the Goods to the Purchaser subject to these Conditions;  
“Trade Restrictions” means any restriction on the export, re-export, transfer, disclosure, supply or provision of goods, materials, services, technical data, software or technology;

### 2. Applicability of these Conditions

2.1. These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the exclusion of any other terms and conditions and subject to any relevant distribution contract that has been separately agreed and signed between the parties which shall take precedence over these Conditions in the event of a conflict. No variation or alteration of these Conditions is binding on the Seller unless made in writing and signed on behalf of the Seller by an authorised representative. The placing of an order by the Purchaser shall be deemed acceptance of these Conditions.

2.2 These Conditions shall apply to any future oral Contract.

### 3. Ordering Procedure

3.1 All orders shall be placed so as to be received at the Seller’s premises in Bracknell and, in the case of Purchasers which are wholesalers, in accordance with the Seller’s order and delivery schedule which can be made available on request.

3.2 Telephone orders will not be accepted without subsequent confirmation by the Purchaser in writing (email is accepted).

3.3 No legally binding contract shall exist between the Seller and the Purchaser until the Seller accepts the Purchaser’s order in writing by the Purchaser placing an order with the Seller and the Seller agreeing to the purchase order on these Conditions (the **“Contract”**).

3.4 Goods supplied in outer packages containing a specified number of consumer packages or other items

will only be supplied in multiples of that specified number. Any order for a quantity which is not such a multiple will be rounded up to the nearest multiple for the purpose of supplying and invoicing the Goods.

#### **4. Prices**

- 4.1 Unless otherwise agreed in writing in advance, prices quoted on sales invoices are expressed as a price to the nearest penny to be paid by the Purchaser, exclusive of valued added tax and inclusive of delivery to the Purchaser.
- 4.2 The Seller may at any time before delivery vary the price of the Goods by notice to the Purchaser, provided that within one week after such notice being sent to the Purchaser, the Purchaser may cancel its order for any Goods not yet delivered to which the price variation applies.

#### **5. Payment**

- 5.1 Unless otherwise agreed in writing, payment for Goods supplied is due by the last working day of the next calendar month following the date of invoice (the “**Due Date**”).
- 5.2 Where payment is made by cheque, payment shall not be deemed to have been made until the cheque has been honoured and cleared.
- 5.3 If the Purchaser fails to make a payment by the Due Date, the Seller may in its absolute discretion charge interest (both before and after any Court judgment) on the amount unpaid on a daily basis at an annual rate of 4% above the base rate of Barclays Bank Plc from time to time, from the Due Date until payment is made in full.

#### **6. Variation of Goods**

- 6.1 The Seller reserves the right to vary designs, specifications, materials and packaging or modify the Goods supplied without prior notice provided that such variations and modifications do not materially affect the nature of the Goods or the quality of the material used.
- 6.2 Any requirement of the Purchaser for packaging other than normally used by the Seller for the Goods or for the omission of such packaging shall be specified by the Purchaser on placing the order for the Goods and the cost thereof may, at the Seller’s discretion, be charged to the Purchaser.

#### **7. Initial Stocks of New Products Placed with Purchasers Dealing as Wholesale Purchasers**

- 7.1 Where the Seller introduces a New Product, the initial quantity of that product to be supplied to the Purchaser shall be such amount as may be agreed between the Seller and the Purchaser in the Contract.
- 7.2 In respect of any part of the initial quantity of Goods supplied under Condition 7.1 which shall not have been sold by the Purchaser before the Due Date for payment for those Goods the Seller may in its absolute discretion agree with the Purchaser either to extend the period for payment for those Goods not sold by the Purchaser or to allow them to be returned to the Seller, subject to the conditions in Condition 11.

#### **8. Pharmacovigilance (PV)**

##### **Part 1: Applies to Boehringer Ingelheim Limited ONLY**

- 8.1. Definitions (for Part 1 of this Condition 8 only):

**Definition of Adverse Event (AE).** As used herein an “Adverse Event” or “AE” shall mean any untoward

medical occurrence in a patient or Clinical Trial (CT) subject administered a medicinal product and which does not necessarily have a causal relationship with this treatment. An AE can therefore be any unfavourable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal (investigational) product, whether or not considered related to the medicinal (investigational) product.

**BI Product:** A BI Product shall mean any and all of the Seller's Goods, including medical devices and pharmaceutical products which are used to treat humans.

8.2. **Exchange of PV Data**

In order to enable the Seller to comply with its world-wide regulatory reporting responsibility, the Purchaser shall forward the following PV data within one (1) business day after receipt to the Seller:

- **Adverse Events (AEs)**
  - Any AE, side effects, abnormal lab results
  - AE associated with a suspected or confirmed falsified/ counterfeit medicinal Product(s) or with a suspected BI Product complaint
  - AE occurring in breastfeeding infants
  - occurring from drug withdrawal or drug interactions

8.3. The Purchaser shall forward in English translation all information on PV data as it has been received, without screening, selection or further processing either by fax or secure e-mail to following BI PV contact indicating the date of receipt:

Pharmacovigilance, Boehringer Ingelheim Ltd, Bracknell:  
Fax: + (44) (0) 1344 742661 or 0800 3281628 (UK only)  
E-mail: [PV\\_local\\_UK\\_Ireland@boehringer-ingelheim.com](mailto:PV_local_UK_Ireland@boehringer-ingelheim.com)

8.4. The Purchaser is responsible to ensure that all its personnel, who might receive PV data irrespective of source or be contacted by regulatory or governmental authorities regarding the safety of the Goods, are adequately informed, trained and retrained to forward this information to the Seller, within (1) one business day after receipt.

8.5. The Seller will confirm the receipt of PV data sent by the Purchaser in writing, preferably by email. If the Purchaser does not receive confirmation within one (1) business day, the Purchaser will contact the Seller for clarification.

8.6. The Seller shall be entitled to perform audits of the Purchaser's compliance with the PV obligations set forth in this clause. Such audits shall include, but are not limited to, facilities, processes, documentation and staff interviews and they may be performed at any time during normal business hours, upon prior written notice to the Purchaser. The Purchaser will, and will cause its personnel to, fully cooperate with any of the foregoing activities and will provide timely access to requested documentation and facilities.

8.7. **PV Contact Details**

The Seller shall inform the Purchaser in writing about any changes to the PV contact details. A formal amendment to these Conditions is not required.

8.8. **Post Termination**

The Purchaser shall provide to the Seller PV data received after the termination until twelve (12) months after the termination date of these Conditions.

**Part 2: Applies to Boehringer Ingelheim Animal Health UK Limited ONLY**

8.9. Definitions (for Part 2 of this Condition 8 only):

**Adverse Event (AE):** "Adverse Event" or "AE" shall mean any observation in animals, whether or not

considered to be product-related, that is unfavourable and unintended and that occurs after any use (including label use, off-label and misuse) of any of the Seller's 'Veterinary Medicinal Products'. Included are events related to a suspected lack of expected efficacy, noxious reactions in humans after being exposed to a Veterinary Medicinal Products, a suspected violation of the approved maximum residue limits or a potential insufficient withdrawal period, a potential environmental problem or a suspected transmission of an infectious agent.

**Asymptomatic Human Exposure:** shall mean a human exposure to a Veterinary Medicinal Product that is not associated with an adverse event.

**Veterinary Medicinal Product** shall mean any and all of the Seller's Goods used to treat animals.

8.10. **Adverse Event Reporting:**

In order to enable the Seller to comply with its worldwide regulatory reporting responsibilities, the Purchaser shall forward to the Seller all information about AEs and Asymptomatic Human Exposures related to the use of the Seller's Veterinary Medicinal Product, which the Purchaser becomes aware of by any means. AEs shall be sent by secure email as soon as possible, but in no event later than 7 calendar days of date of first receipt.

8.11. The Purchaser shall forward all information it has received without screening, selection or further processing by secure e-mail to the following Seller contact indicating the date of first receipt:  
[vetenquiries@boehringer-ingenelheim.com](mailto:vetenquiries@boehringer-ingenelheim.com)

8.12. The Purchaser shall cooperate with the Seller in investigating the received information and, upon request of the Seller, follow-up on the original report to obtain and provide the Seller with additional information.

8.13. The Purchaser is responsible for ensuring that its staff is adequately informed and trained to comply with the obligations described in this Condition 8 Part 2 and for documenting this training.

**9. Delivery, Title and Risk**

9.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the Purchaser's premises or any other destination which may have been nominated by the Purchaser in its order and agreed by the Seller.

9.2 The Goods are at the entire risk of the Purchaser from the time the Goods leave the Seller's premises and are transferred to the first carrier tasked with transporting the Goods to the Purchaser.

9.3 The Seller shall insure the Goods until delivery takes place at the Purchaser's premises, but this obligation shall only be at a minimum level and no obligation shall extend to the Seller to insure the Goods above such level.

9.4 The Seller shall retain title to the Goods until such time as it has received payment in full from the Purchaser. The Purchaser acknowledges that until such time as they have paid the full price of the Goods, it is in possession of the Goods solely as bailee for the Seller and shall ensure storage conditions to avoid deterioration of the Goods and if so required insure and store the Goods separately from its own goods or those of third parties and in such a manner as to be readily identifiable by the Seller, and shall allow the Seller or its agents to enter upon any premises where the Goods are located for the purpose of removing the Goods.

9.5 Dates quoted for the delivery of the Goods are approximate only and the Seller shall not be liable for any delay in the delivery (whether in readiness for delivery by the Seller) of the Goods however caused. Time for delivery of the Goods shall not be of the essence.

- 9.6 The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Purchaser. The Seller shall be entitled to make partial deliveries and any failure or defect in any one delivery shall not entitle the Purchaser to cancel or refuse to accept any further deliveries.
- 9.7 The Purchaser shall acknowledge receipt of Goods by signing a proof of delivery document upon receipt of those Goods.

#### **10. Damage or shortage of Goods**

- 10.1 For the Seller to consider any claim by the Purchaser for damage to the Goods or shortages due to damage or loss in transit the Seller must (whether or not delivery is refused by the Purchaser) be notified of such claim along with the information required in the BI Return and Refund Review Document V2 dated July 2021 appended to these Conditions (or any updated version thereof) within five working days from the date of delivery. If the Purchaser does not comply with these conditions, then the Seller shall have no liability for any damage or shortages of Goods.
- 10.2 The Seller's liability for damage to Goods, or loss in transit of Goods shall be limited in the Seller's sole discretion to the replacement of the respective Goods or to a refund to the Purchaser of the price of the Goods; and in the case of shortages of the Goods on delivery, the Seller's liability shall be limited, in the Seller's sole discretion, to redelivering the missing Goods or, a refund to the Purchaser of the price of the missing Goods.

#### **11. Returns for Credit, Recalls or Replacement**

- 11.1 Except as may be agreed under Condition 7.2, Goods are not supplied on a sale or return basis. The return of Goods for credit or replacements will not be accepted by the Seller without the Seller's prior written agreement and then only if the Goods are considered by the Seller to be in a saleable condition.
- 11.2 Any Goods returned under Condition 11.1 shall be subject to inspection by the Seller who shall determine whether or not to give credit for them or replace them. Goods required to be stored at low temperature will not be considered for credit.
- 11.3 If a party believes a recall, field alert, product withdrawal or field correction may be necessary pursuant to the Goods provided under any Contract, the party believing there is a need for a recall shall immediately notify the other party in writing.
- 11.4 If recall is necessary, each party shall provide all necessary cooperation and assistance to the other in recalling the Goods. The Purchaser will not act to initiate a recall, field alert, product withdrawal or field correction without the express prior written approval of the Seller.
- 11.5 The responsibility to conduct and the cost of any recalls will be borne by the Seller if the recall is due to a defect in manufacture of the Goods and the Seller agrees to reimburse Purchaser for all evidenced and direct expenses reasonably related to such recall or field corrective action. The responsibility to conduct and the cost of any recalls will be borne by the Purchaser if the recall is due to any other cause.
- 11.6 The Purchaser will notify the Seller immediately by telephone, if in connection with the Purchaser's activities under a Contract, the Purchaser is contacted by a governmental or regulatory authority (the "**Authority**") for any safety or quality related queries or actions concerning any of the Goods, including but not limited to, product recalls, authority restrictions, inspections, investigations and/or pharmacovigilance related activities.
- 11.7 In accordance with applicable law, the Purchaser will provide in writing and in a timely manner to the Seller copies of all materials, correspondence, statements, forms and records which the Seller receives, obtains or generates pursuant to any such Authority query or action, including an English

translation of such documents, or, in case of mere verbal communication with the Authority, an English "contact report" within forty-eight (48) hours upon receipt.

- 11.8 The Purchaser shall permit the Seller to attend any such inspections unless prohibited by law or the competent Authority. If any proposed correspondence from the Purchaser to an Authority relates directly or indirectly to the Purchaser's activities under a Contract, the Seller will have the right to review such correspondence and request reasonable revisions thereto. Prior to the submission of any correspondence to an Authority the Purchaser shall obtain written approval from the Seller.

## **12. Warranties and Conditions**

- 12.1 Subject to these Conditions, the Seller warrants that the Goods will correspond with their specification in the purchase order at the time of delivery and will be free from material defects in workmanship or material up to the time of their stated expiry date and will have been manufactured in accordance with Good Manufacturing Practice, subject to the following Conditions:-
- 12.1.1 The Seller shall be under no liability in respect of any defect in the Goods which arises as a result of the Purchaser's handling of the Goods, including any damage, negligence, abnormal storage conditions, or failure to follow the Seller's written instructions, misuse or alteration or re-packaging of the Goods without the Seller's prior written approval.
- 12.1.2 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the Due Date for payment.
- 12.1.3 The above warranty does not extend to Goods not manufactured by the Seller, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer.
- 12.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.3 Any claim by the Purchaser for breach by the Seller of the warranty in Condition 12.1 (and not a claim under Condition 10.1 above) shall (whether or not delivery is refused by the Purchaser) be notified to the Seller as soon as possible or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the defect or failure. If delivery is not refused, and the Purchaser does not notify the Seller accordingly, the Purchaser shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 12.4 Where any valid claim is made for breach of the Seller's warranty in Condition 12.1 including in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Purchaser must return the Goods (or part) to the Seller at the Purchaser's risk with a full report of the defects and the Purchaser's order number (if any), within 14 days of becoming aware of the defect or failure to meet the specification. If the Purchaser does not meet these requirements, the Seller shall have no further liability to the Purchaser in respect of the Goods. The Seller shall be entitled upon inspection of the returned Goods, and if it accepts the claim, in its absolute discretion to either replace the Goods (or part) free of charge or, again in the Seller's sole discretion, to refund to the Purchaser the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Purchaser.
- 12.5 Where the Seller accepts liability or is found to be liable for direct loss of or damage to the tangible property of the Purchaser caused by the Seller's negligence or breach of contract, it shall be subject to a limit of liability of £1,000,000 per claim or a series of connected claims and a limit of liability in

any 12 month period of £2,000,000.

12.6 Except in respect of death or personal injury caused by the Seller's negligence, or for any other liability which cannot be limited by law, the Seller shall not under any circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- 12.6.1 loss of profit; or
- 12.6.2 loss of goodwill; or
- 12.6.3 loss of business; or
- 12.6.4 loss of business opportunity; or
- 12.6.5 loss of anticipated saving; or
- 12.6.6 loss or corruption of data or information; or
- 12.6.7 special indirect or consequential damage

suffered by the Purchaser that arises under or in connection with these Conditions.

### **13. Effect of Default by the Purchaser**

13.1 In the event that the Purchaser fails to make payment for the Goods in accordance with Condition 5, fails to pay other debt due and payable to the Seller, fails to take delivery of any of the Goods or any other goods supplied by the Seller (except in accordance with the Purchaser's contractual rights) or otherwise commits a breach of these Conditions, the Seller may in its absolute discretion and without prejudice to any other rights which it may have:-

- 13.1.1. suspend all future deliveries to the Purchaser under the Contract in question or under any Contract and/or terminate such Contract(s) without liability upon its part;
- 13.1.2. require payment in advance for any future deliveries; and/or
- 13.1.3. recover all expenses on an indemnity basis (before as well as after instituting legal proceedings) incurred for the purpose of recovering overdue amounts.

13.2 No order which has been accepted by the Seller may be cancelled by the Purchaser except with the Seller's prior written consent and on terms which will fully indemnify the Seller against all loss (including loss of profit), costs (including the cost of all materials and labour used), damages, charges and expenses incurred by the Seller as a result of the cancellation.

### **14. Intellectual Property Rights**

14.1 No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any patents, trade marks, registered designs or other intellectual property rights. The Seller expressly reserves its patent, copyright, trade mark, registered design or unregistered design and any other intellectual property rights in or relating to any Goods supplied under any Contract with the Purchaser.

### **15. Set-off and Counterclaim**

15.1 The Purchaser shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or counterclaim which the Purchaser may have or alleges to have or for any other reason whatsoever. The Seller will not accept debit notes issued by the Purchaser but will issue credit notes for any agreed deductions.

### **16. Insolvency of Purchaser**

- 16.1 This Condition applies if any of the following happen (in the United Kingdom or the equivalent in another jurisdiction):-
- 16.1.1 the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 16.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or
  - 16.1.3 the Purchaser ceases, or threatens to cease, to carry on business; or
  - 16.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- 16.2 If this Condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Seller, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. If the price cannot be paid in full, as a result of the Goods being held as bailee (in accordance with Condition 9.4) the Seller shall be entitled to have the Goods returned.

## **17. Confidentiality**

- 17.1. The Purchaser undertakes that it shall keep confidential and not disclose to any person any Confidential Information it receives from the Seller.

## **18. Notices**

- 18.1 Unless otherwise stated in these Conditions each notice required to be given hereunder shall be in writing and shall be served by sending the same prepaid first class post or fax to the last known business address of the recipient. Any notice sent by post, as provided in this Condition, shall be deemed to have been served 48 hours after and any notice sent by fax, as provided in this Condition, shall be deemed to have been served at the time of dispatch; and in proving the service of the same it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of a telex or fax, that such telex or fax was duly dispatched to a current telex or fax number of the addressee. Notices that are not court proceedings, will be accepted via electronic mail (email) provided they are sent to a valid email address of the Seller and the Seller confirms receipt.

## **19. Data Protection**

- 19.1. Where any Personal Data (as defined by the General Data Protection Regulation ("GDPR")) is exchanged, unless otherwise agreed, both parties shall be Data Controllers.
- 19.2. Both parties shall ensure compliance with the GDPR and shall agree to enter more detailed data protection contracts as required.

## **20. Policies**

- 20.1. The Purchaser confirms it can access a copy of the (i) Boehringer Ingelheim Code of Conduct (ii) The Boehringer Anti-corruption Policy (ACP), (the "Policies") as updated from time to time via the Boehringer Ingelheim website at: [Ethics and Compliance | Boehringer Ingelheim | Ireland \(boehringer-ingelheim.ie\)](https://www.boehringer-ingelheim.ie)

- 20.2. The Purchaser agrees to comply with the contents of the Policies and acknowledges the Policies form an integral part of these Conditions. The Purchaser agrees that in the event of any violation of the Policies by the Purchaser, the Seller may terminate all or any Contract with immediate effect.
- 20.3. The Purchaser agrees to comply with all applicable Trade Restrictions in relation to the delivery of any Goods under these Conditions. The Purchaser warrants that it is not listed on any Sanctioned Party List and is not controlled by any party listed on a Sanctioned Party List. The Purchaser shall notify the Seller immediately if it becomes listed on a Sanctioned Party List.
- 20.4. The Purchaser shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015. If the Purchaser becomes aware of any such activity, practice or conduct or becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with any Contract it shall notify the Seller immediately.

## 21. Force Majeure

- 21.1 **“Force Majeure Event”** means any circumstance not in a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical or biological contamination, or sonic boom;
  - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
  - (f) collapse of buildings, fire, explosion or accident;
  - (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Condition, or companies in the same group as that party);
  - (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Condition); or
  - (i) interruption or failure of utility service.
- 21.2 Provided it has complied with Condition 21.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under these Conditions by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of these Conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 21.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 21.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate the affected Contract by giving one week's written notice to the Affected Party.

## 22. General

- 22.1 **Succession.** Any Contract between the Seller and the Purchaser shall be binding upon and endure for the benefit of the successors of the parties.
- 22.2 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 **Assignment.** The Purchaser shall not be permitted to assign, transfer, sub-contract any of its rights or obligations under these Conditions or under any Contract. The Seller shall be permitted to assign, transfer, sub-contract any of its rights or obligations under these Conditions or under any Contract.
- 22.4 **Severance.** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 22.5 **Third party rights.** No person who is not a party to any Contract (“**a third party**”) has or shall have any rights under the Contracts (Rights of Third Parties) Act 1998 to enforce any term of these Conditions or any Contract and no consent of any third party shall be required under that Act for any cancellation or variation of any Contract.
- 22.6 **Good faith.** The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to a Contract and these Conditions promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 22.7 **ADR.** If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution
- 22.8 **Jurisdiction.** If the matter has not been resolved by an ADR procedure within 30 days of the initiation of such procedure, (or such other period as may be agreed) or if either party will not or ceases to participate in an ADR procedure, the dispute shall be referred to the exclusive jurisdiction of the English and Welsh Courts.
- 22.9 **Governing Law.** These Conditions and any Contract entered into under them shall be governed by the laws of England and Wales.

June 2022

## BI Return and Refund Review Document V2 dated July 2021

Boehringer Ingelheim will only consider a claim for damages or shortages of Goods (Goods being the goods supplied by BI to you under the Standard Terms and Conditions relating to the Sale of Goods) that has been submitted to our Customer Services team ([CSServiceQueries.bra@boehringer-ingelheim](mailto:CSServiceQueries.bra@boehringer-ingelheim)) within five working days of receiving delivery of the Goods in question.

**It is imperative for your Goods-In department (or a member of staff who receives the delivery) to sign the delivery manifest as "Unchecked" where there is no opportunity to inspect the complete contents of the consignment prior to the delivery driver leaving your premises. Only then a claim can be accepted against that delivery. Should any discrepancies be found upon inspection, please clearly state your finding on the delivery manifest.**

Depending on the nature of your claim, in addition the **SKU Quantity & Batch Number**, the following supporting evidence will be required within five days of you receiving delivery of the Goods to allow your claim to be investigated by BI:

- **Damages** – This is where the physical appearance has been unintentionally altered, deeming the product unsaleable:
  - *Evidence required*
    - The corresponding despatch note
    - Photo of the damage to the pallet/carton whilst still in the goods-in area.
    - Photo of damaged product(s)
- **Shortages** – Where the quantity received is less than the quantity stated on the despatch note
  - *Evidence required*
    - The corresponding despatch note
    - Carton number(s) in which the received quantity is contained
- **Incorrect product shipped by BI** – Is where the incorrect product was not originally requested on the purchase order.
  - *Evidence required*
    - Despatch Note
    - Photo of incorrect product where it is not listed on the despatch note

**Any product returned without prior agreement may result in the refund not being issued.**

Without the necessary supporting evidence, the processing of your claim may be refused.

As goods are not supplied on a sale or return basis, goods ordered in error will not be considered for a refund by BI without BI's prior written agreement.