

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

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 and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Seller and the Purchaser.

“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 on the confidentiality obligations set out herein.

“Contract” means any and all contracts for the purchase and sale of the Goods.

“The Goods” mean goods supplied by the Seller to the Purchaser in accordance with these Conditions.

“The Purchaser” means the party to whom Goods are supplied 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.

“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.

“The 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.

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 subject to which any order by the Purchaser is made or purported to be made. 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 also apply to any future oral or written Contracts save to the extent that such Conditions are in any such future contract expressly varied or excluded or are inconsistent with what is expressly agreed in any such future Contract.

2.3. These Conditions shall not apply in the case of BIL’s Emergency Delivery service for those requests made using the Emergency Delivery Form since the selected wholesaler terms shall apply to that transaction.

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 wholesale purchasers, in accordance with the Seller’s published annual order and delivery schedule.

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

3.3. No legally binding contract shall exist between the Seller and the Purchaser until the Seller accepts the Purchaser’s order by dispatching the Goods.

3.4. Unless otherwise agreed in writing by the parties, the minimum order value shall be £100.00 (one hundred pounds).

3.5. 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 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

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

price to the nearest penny to Purchaser net of any applicable trade discount, 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 given 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.
- 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 judgment) on the amount unpaid on a daily basis at the rate of 4% per annum, above the base rate of Barclays Bank Plc from time to time, from the due date until payment is made in full.

6. Variations

- 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 their 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 prior to delivery.
- 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. Delivery

- 8.1 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 or where agreed in writing by the Seller, by collecting the Goods at the Seller's premises at any time after the Seller has notified the Purchaser that the Goods are ready for collection.
- 8.2 Dates quoted for the delivery of the Goods or for readiness for collection are approximate only and the Seller shall not be liable for any delay in the delivery (whether in readiness for collection or delivery by the Seller) of the Goods however caused. Time for delivery shall not be of the essence of the Contract.

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

- 8.3 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.
- 8.4 The Purchaser will acknowledge receipt of Goods by signing a proof of delivery document upon receipt of those Goods.

9. Property and Risk

- 9.1 The Goods are at the entire risk of the Purchaser from the time of delivery to the Purchaser's premises or any other destination which may have been nominated by the Purchaser save where the Goods are collected by or on behalf of the Purchaser in which case the Goods are at the entire risk of the Purchaser from the time that the Seller notifies the Purchaser that the Goods are ready for collection.
- 9.2 The Seller shall remain the owner of the Goods until such time as the Purchaser shall have paid to the Seller the full price of those Goods and of any other goods the subject of a contract of sale between the Seller and the Purchaser. The Purchaser acknowledges that until such time 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.

10. Damage, shortage or loss in transit

- 10.1 Where the Goods are to be collected by or on behalf of the Purchaser, the Seller does not accept any responsibility whatsoever for any damages, shortages or loss in transit of the Goods.
- 10.2 Where the Goods are to be delivered by the Seller, for the Seller to consider any claim by the Purchaser for damage to the Goods, shortages or loss in transit of Goods, 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 V1 dated July 2017 within three days from the date of delivery (or quoted date of delivery as appropriate) by telephone and the Purchaser must confirm the same in writing within seven days after the date of delivery (or quoted date of delivery as appropriate). If the Purchaser does not comply with this Condition, then the Seller shall have no liability for any damage, shortages or loss in transit of Goods.
- 10.3 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 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 returned at the Purchaser's expense and 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.

12. Warranties and Conditions

- 12.1 Subject to these Conditions, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material or workmanship up to the time of their stated expiry date, 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

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

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 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. Shall (whether or not delivery is refused by the Purchaser) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time 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 provide that the Goods (or part) are returned to the Seller at the Purchaser's risk (carriage paid) 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 The Seller accepts liability for direct loss of or damage to the tangible property of the Purchaser caused by its negligence or breach of contract, subject to a limit of liability of £1,000,000 per claim or 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 (in respect of which the Seller's liability shall be unlimited), or for any other liability which cannot be limited by law, The Seller shall not under any circumstances whatever 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:-

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

- 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
 - 13.1.3. Recover all expenses (before as well as after instituting legal proceedings) incurred for the purpose of recovering overdue amounts.
- 13.2 The Seller shall also have the rights referred to in Condition 13.1 in the event that any distress or execution shall be levied upon any of the Purchaser's goods or if the Purchaser makes any voluntary arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy be presented against the Purchaser or (the Purchaser being a limited company) any resolution or petition to wind up the Purchaser (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver or administrator shall be appointed over the whole or any part of the Purchaser's business or a petition shall be presented for any such appointment.
- 13.3 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 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 clause applies if:-
- 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.

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

- 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.

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 telex 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 telex or fax, as provided in this Condition, shall be deemed to have been served at the time of despatch; 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 despatched to a current telex or fax number of the addressee.

19. Data Protection

- 19.1. Where the Purchaser Processes any Personal Data (as defined by the General Data Protection Regulation ("GDPR")), on behalf of the Seller, it shall:
- 19.2. processes the Personal Data only on documented instructions of the Seller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the Purchaser is subject; in such a case the Purchaser shall inform the Seller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- 19.3. ensures that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 19.4. takes all measures required pursuant to Article 32 of the GDPR;
- 19.5. respects the conditions referred to in paragraphs of Article 28 of the GDPR for engaging another processor;
- 19.6. taking into account the nature of the processing, assist the Seller in responding to requests for exercising the data subject's rights;
- 19.7. assists the Seller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR;
- 19.8. at the choice of the Seller, delete or return all the personal data to the Purchaser after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data;
- 19.9. makes available to the Seller all information necessary to demonstrate compliance with the obligations laid down in this Condition and allow for and contribute to audits, including inspections, conducted by the Seller or another auditor mandated by the Seller.

20. Policies

- 20.1 The Purchaser confirms it has received a copy of the (i) Boehringer Ingelheim Code of Conduct (ii) The Boehringer Anticorruption Policy (ACP) dated 6th January 2004, (ii) the Supplier Code of Conduct (the "Policies") or can otherwise access the documents via the Boehringer Ingelheim website at: http://www.boehringer-ingelheim.co.uk/company_profile/compliance_and_ethics.html
- a. 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 this Contract with immediate effect.
- b. The Purchaser agrees to comply with all applicable Trade Restrictions in respect of the Services. 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.

Boehringer Ingelheim Limited and Boehringer Ingelheim Animal Health UK Limited Terms and Conditions

- c. 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 such activity, practice or conduct were carried out in the UK and shall notify the Seller as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

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; and
- (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); and
- (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 this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement 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 this agreement by giving one week's written notice to the Affected Party.

22. General

22.1 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 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.

22.3 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.

- 22.4 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
- 22.5 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 22.6 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
- 22.7 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 Courts.
- 22.8 Any Contract shall be governed by the laws of England, and the Purchaser agrees to submit to the exclusive jurisdiction of the English courts.

T&C .10.2018

BI Return and Refund Review Document V1 Dated: July 2017

Boehringer Ingelheim will only consider a claim for damage, shortages or loss in transit for 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) within three 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 by BI to allow your claim to be investigated within three days of receiving delivery of the Goods:

- **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.