

## TERMS AND CONDITIONS OF SALE

### 1. Definitions

In these Terms and Conditions of Sale (the "Terms and Conditions") the following meanings shall apply: the "Company" shall mean Henry Schein UK Holdings Limited trading as Henry Schein Animal Health of College Mains Road, Dumfries, DG2 0NU, Scotland, the "Customer" shall mean any person or persons, firm or company who buys or agrees to buy goods from the Company.

### 2. Basis of Contract

2.1 These Terms and Conditions shall apply to and govern all contracts for the sale of goods by the Company to the Customer in terms of which the Company agrees to sell, and the Customer agrees to purchase, goods and where such goods are to be dispatched by the Company to the Customer by mail or other delivery (each a "Contract").

2.2 Each order for goods placed in any manner by the Customer constitutes an offer by the Customer to purchase such goods in accordance with these Terms and Conditions. The Customer shall ensure that the terms of each such order are complete and accurate. The order shall only be deemed to be accepted when the Company issues an invoice of sale, at which point a binding Contract (as defined in 2.1 above) shall come into existence between the Customer and the Company.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or any other contract between the Company and the Customer for the sale of the goods.

2.4 Any terms or conditions of the Customer or other terms and conditions whatsoever whether communicated before or after ordering or contracting are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing, and the Customer's own conditions shall not be regarded as a counter offer.

2.5 The Company reserves the right to contact external credit reference agencies.

2.6 The exercise by the Company of any right pursuant to these Terms and Conditions shall be without prejudice to any other right available to it whether hereunder or under general law.

### 3. Delivery

3.1 Delivery dates and times specified by the Company are approximate only. Unless expressly agreed by the Company in writing, time for delivery is not and shall not be deemed to be of the essence of the Contract. The Customer shall make all arrangements necessary to take delivery of goods whenever they are tendered for delivery.

3.2 Delivery of the goods shall be completed on the goods' arrival at the delivery address as provided by the Customer in respect of the Contract.

3.3 If goods are sold and delivered to the Customer in instalments each delivery shall constitute a separate Contract, and failure by the Company to deliver any one or more of the instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

### 4. Cancelling Orders/Returned Goods

4.1 Goods which are not shown in the Company's catalogue current at the time of order will only be accepted for return and credit by the Company when the Company has given prior authorisation. Orders for such Goods can only be cancelled prior to delivery to the Customer where the Company has yet to receive the Goods from the manufacturer. The Company reserves the right to raise a reasonable cancellation charge and to invoice the Customer for any cancellation charge levied by the manufacturer.

4.2 Goods which are shown in the Company's catalogue in force at the time of order will be accepted for return only upon the following conditions:

4.2.1 Returned goods must be accompanied by a return notice (or equivalent electronic information) containing the Customer's number, the number of the invoice upon which the goods were supplied and full details including the reason for return.

4.2.2 Goods returned must be in a condition suitable for re-sale, e.g. all seals intact, with all original packaging and accessories. Damaged goods will not be accepted.

4.2.3 Subject to 5 below, goods must be returned within 25 days of invoice date to the Customer for full credit of price paid by the Customer.

4.2.4 Where items are received by the Customer in a damaged or other unsatisfactory condition, the Customer must notify the Company on the day of delivery. Thereafter, unless otherwise instructed, items must be returned within five days of delivery. The Company will investigate and any credit due will be applied.

4.3 Goods which are lost in transit will be investigated by the Company and any credit due will be applied in accordance with Company policy.

### 5. Other Returns

5.1 In addition to clause 4 above, pharmaceutical products will only be accepted for return by the Company within 12 days of invoice date and where the reason for return is one of the following:-

- to correct an error in delivery or ordering;
- in response to a product or batch recall, instigated by a manufacturer;
- where products or packages are alleged to be faulty; or
- products delivered with insufficient time left until expiration date.

5.2 In accordance with Medicines and Healthcare Regulatory Agency guidelines cold chain pharmaceutical product (fridge items) can only be returned as follows: Customer must contact the Company Customer Services Department within 24 hours of the delivery to log the return and to arrange collection of the goods. The goods must be in the Company's possession within 5 days from delivery and a signed Veterinarian's statement is required to confirm product was stored between +2°C and +8°C (degrees Celsius). Additionally, if goods are returned within 48 hours, temperature documentation (printed temperature records) must also be provided by Customer.

### 6. Repairs/Service

6.1 All equipment sent in to the Company for repairs or servicing must be accompanied with a note, describing the fault and/or the service to be performed. Standard labour rates will be charged without further authorisation for all non-warranty maintenance, repairs, and other services.

6.2 Customer must sterilize all equipment before returning/sending to the Company and advise in writing of the details of the method used for sterilisation. The Company reserves the right not to handle items which do not meet these specific requirements.

### 7. The Price and Payment

7.1 The price to be paid by the Customer shall be the sum(s) shown by the Company's invoice(s). This price shall be based on the sum quoted to the Customer, or - by default - in the Company's current price list or other published price, which the Company reserves the right to amend at any time in its absolute discretion and to correct clerical errors or omissions.

7.2 The prices quoted in the Company's price list are in pounds sterling. Due to fluctuations in currency exchange rates the Company reserves the right to alter prices charged to customers outside the UK. Unless otherwise specifically stated, all prices quoted by the Company are exclusive of Value Added Tax, which shall be due at the rate in force on the date of the Company's invoice to the Customer.

7.3 Non-stock items will incur an additional administrative charge invoiced by the Company.

7.4 Payment of the price and VAT shall be due within one month from the date of the Company's invoice, unless agreed otherwise. Time for payment shall be of the essence and payment must be made without set-off or credit. Where the Customer wishes to make payment by credit card, full payment must be made at the time of the order. Any banking charges incurred by the Company in respect of dishonoured cheques will be payable by the Customer.

7.5 Where goods are delivered in instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Terms and Conditions.

7.6 All orders less than £40, exclusive of VAT, will have a small order handling charge applied at the time of order. Delivery outside the mainland UK will bring additional delivery charges.

7.7 This clause is not in use.

7.8 Any discount allowed will normally be calculated on the monthly purchases and is contingent discount. Both parties agree that VAT will not be adjusted for contingent discount in accordance with para 18.2.1 of VAT Notice 700. In the event that discount is offered at the time of invoice this will be stated on the invoice and VAT adjusted. Customers must therefore only reclaim VAT as set out on the VAT invoice.

### 8. Breach

8.1 If the Customer is in default of any of its obligations under the Contract (whether in paying any amount as and when it becomes due or otherwise), the Company shall have the following rights cumulatively and at its sole discretion:

- to suspend all further deliveries until the default is made good;
- to terminate the Contract so far as any goods remain to be delivered there under without incurring any liability to the Customer, and all outstanding sums in respect of goods delivered to the Customer shall become immediately due;
- to demand immediate payment for all goods supplied to the Customer, whether previously invoiced or not;
- to charge interest on the outstanding monies both before and after judgment from the due date to the date of actual payment at the rate of 2% per month or part month, and the customer shall also indemnify the Company against expenditure on all costs of recovery including without limitation legal fees, costs and disbursements reasonably incurred.

### 9. Title and Risk

9.1 The risk in the goods shall pass to the Customer on completion of delivery.

9.2 Title to the goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for the goods.

9.3 The Customer shall permit so far as it is able and shall use its best endeavours to assist any officer, employee, representative or agent of the Company to enter onto any premises where the goods may from time to time be situated and to repossess the goods at any time prior to title passing to the Customer and until such time as title

passes the Customer shall:

- hold the goods as the Company's fiduciary agent and bailee.
- store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- give the Company such information relating to the goods as the Company may require from time to time, but the Customer may resell or use the goods in the ordinary course of its business.

### 10. Warranty

10.1 Subject as expressly provided in these Conditions and except where goods are sold or services provided to a person dealing as consumer within the meaning of the Unfair Contract Terms Act 1977 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permissible by law.

10.2 Where Goods are supplied to the Company with the benefit of a warranty from their manufacturer that warranty will continue to apply to the Goods following sale to the Customer, whether Goods are sold individually or as a package.

10.3 The Customer shall be responsible for ensuring that all laws, regulations - including guidelines of the Regulatory Bodies which govern the supply, distribution and use of Veterinary Pharmaceuticals within the United Kingdom - operating instructions and safety precautions are complied with in relation to goods supplied by the Company.

10.4 Equipment and computer products that require installation and warranty/support services thereafter are subject to additional terms and conditions of which the Customer will be advised by way of the quotation.

### 11. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond the Company's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving the Company's own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

### 12. Restriction of Liability

12.1 The Company shall not in any event be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of goods or materials, including without limitation loss of profits, of use, overhead costs, collateral damage or of contracts arising under or in connection with the Contract or the sale and/or supply (or failure of supply) of goods or services by the Company and whether arising from breach of contract, negligence or for any other liability howsoever arising, whether by statute or otherwise, provided that nothing in these Terms and Conditions shall operate to exclude the Company's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1992; or (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

12.2 In all other cases (being cases of direct and natural losses or damage) it is specifically provided and agreed that the compensation and damages payable under any claim or claims arising out of the Contract between the parties under whatsoever pretext shall not under any circumstances amount in aggregate to more than the price under the Contract of the goods and/or services forming the subject of the claim or claims, provided that the limit imposed by this clause shall not apply in respect of any liability of the Company under 13.1(a) to (e) above.

12.3 Subject to the exceptions in 12.1(a) to (e) above, no liability for such direct losses shall attach to the Company unless details of such losses are notified to the Customer in writing within 7 days of the date of delivery of the goods, or the date of the event giving rise to such loss if it is not apparent upon the date of delivery. In cases of alleged shortages or breakages, claims must be notified to the Company within 3 days of despatch of the goods by the Company. Alleged non-delivery of goods must be notified in writing to the Company within 5 days of receipt of either the invoice for the goods or a statement of account, whichever is the sooner.

12.4 For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of any Contract and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

### 13. Privacy and Customer Data

13.1 With respect to Customer's personal data (and where the Customer is a body corporate, personal data of the Customer's members, officers, employees, contractors and representatives), the Company may: (i) collect such data; (ii) process and use such data for sales and financial administration and analysis, provision of sales and other support, promotion, marketing, risk assessment, and credit checking; (iii) contact Customer (by mail, telephone, fax or email) about other similar products and services offered by Company and its affiliates which Company believes will be of interest to Customer; (iv) communicate such data to other suppliers and manufacturers of the Customer involved in the UK supply chain, who will utilise such data to enable them to pay rebates and to help strengthen the business relationship between manufacturers, wholesalers, veterinary practices and pharmacists; (v) for Customers belonging to a buying group, communicate such data to the specific buying group to enable it to act on Customer's behalf according to the terms of Customer's buying group arrangements; and (vi) transfer, process and store such data at a destination outside the European Economic Area where it may be processed by staff of the Company, its affiliates and/or its suppliers for the purposes of 13.1(ii) to 13.1(v) above.

13.2 Customers who do not wish us to process personal data for marketing purposes (as set out in 13.1(ii) and (iii) above) or who wish to amend or update their personal information should write to the Company's Data Protection Officer at the Company's address. Please be aware that Company must hold certain relevant personal data to enable the Company and/or the third parties mentioned above to provide such services, or for other statutory requirements.

13.3 The Company will at all times comply with the Data Protection Act 1998 and any subsequent regulations relating to the protection of your personal data. The Company undertakes to ensure that appropriate technical and organisational measures are adopted by Company against unauthorised or unlawful processing of personal data and against accidental loss or destruction, or misuse of, or damage to personal data. Company will use Customer personal data solely as set out in these Terms and Conditions.

### 14. General

14.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

### 14.2 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax [or e-mail]. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a) above if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or e-mail], one business day after transmission. (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 14.3 Severance

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.4 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

### 15. Applicable Law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, except that the Company shall further be entitled to enforce its rights under this Contract in Scotland and the parties hereby agree to submit to the jurisdiction of the courts of Scotland in this regard.