

General terms and conditions of sale and delivery

1. Definitions

“**Bribery Laws**” means the Bribery Act 2010 and all applicable laws and guidance in connection with bribery or anti-corruption;

“**Confidential Information**” means any commercial, financial or technical information, information relating to the Analytic Services (as it is defined below), know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Agreement;

“**Intellectual Property Rights**” means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights anywhere in the world;

“**Notifiable Diseases**” means animal diseases which are legally to be reported to the competent supervisory authorities; and,

“**UK Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. Introduction

These general terms of sale and delivery apply to all deliveries from the Supplier and apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

The Supplier organizes the work in accordance with the relevant ISO standard (17025).

3. Supplier's performance

Pharmaq Analytiq Limited (“PA”) shall provide Analytic Services analyses in the form of a report to the Customer (Analytic Results). When preparing and delivering the Analysis Results, PA will do so in accordance with the applicable laws and regulations and by using qualified personnel. The Supplier will use the methods the Supplier considers to be in accordance with normal practice and the knowledge that is available at the time, but factors such as biological variations and mutations could influence the result of the Analysis Results. The Supplier reserves the right to change the way Analytic Services are provided. The analysis results will be in the Supplier's current report format, and will be delivered electronically through the customer portal, *PHARMAQ Insight* or otherwise. All specified response times are indicative.

4. Samples and shipping

The Customer shall follow the guidelines and procedures provided by the Supplier when sampling and sending sample material to the Supplier. The Customer shall co-operate with the Supplier in all matters relating to the Analytiq Services, provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Analytic Services, and ensure that such information is complete and accurate in all material respects. The Supplier is not responsible for conditions that are wholly or partially caused by the Customer not following the Supplier's guidelines.

5. Remuneration and payment

Prices are stated in the appendix to the Agreement and are valid as of the Commencement Date. Prices are adjusted annually with effect from 1 January of each year by the greater of 2.5% or the annual increase in the UK Consumer Price Index. The Supplier invoices the Customer in arrears on a weekly basis. The invoice amount is due fourteen (14) days after the invoice date. In addition to the prices quoted, the applicable VAT, material costs and postage and handling fees are applicable at current rates. All prices and delivery times require the Customer to register the order electronically in the customer portal. An additional charge will be invoiced for manual orders. Participation in sampling, participation in projects and other services, shall be agreed in each case and invoiced at the prevailing hourly rate. The Customer covers travel, hotel costs and subsistence and associated expenses, unless otherwise agreed.

In the event of late payment, interest shall accrue on any outstanding sums on a daily basis at the interest rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by the applicable law).

6. Confidentiality

Each Party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination or expiry of the Agreement disclose or in other ways make available to any legal or natural person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as required by law. Notifiable Diseases shall be reported in accordance with the applicable laws and regulations.

7. Rights

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.



The Supplier grants to the Customer, a worldwide, non-exclusive, royalty-free licence and right, for the term of the Contract to use the Analysis Results for the purpose which they were received.

The Supplier is free to use the Analysis Results in research and marketing contexts, provided that the Customer is not named.

Technical or methodological solutions or inventions developed in connection with the Parties' cooperation shall belong to the Supplier. The Supplier has the right to apply for patent and/or any other rights protection in its own name, and to register trademarks to be used in connection with any technical or methodical solution or invention.

8. Termination

Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the Customer (being an individual) is the subject of a bankruptcy petition, application or order;

(e) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(f) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

9. Liability

Reference to liability in this clause include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, under statute or otherwise (including arising from negligence).

The Customer understands that there are a number of factors that may affect the Analysis Results, including biological variations and mutations, as well as the choice of processing circumstances upon receipt of the Analysis Results, such as season, water temperature, etc., and the Customer is responsible for actions, omissions or measures executed by the Customer or a third party.

The Supplier is not responsible for how Analysis Results are used by the Customer or any third party to whom the Customer provides the Analysis Results, and the Customer is always encouraged to confirm or refute any suspicions with at least two methods, and with a sufficient statistical selection.

The Supplier is not responsible for any errors, delays or deficiencies due to, in whole or in part, circumstances arising during transport, contamination of samples or non-compliance with the instructions provided by the Supplier.

The Supplier is not responsible or liable for any indirect, special, incidental or unpredictable losses, or consequential losses of any kind, including losses due to service disruptions, continued/inappropriate operations or lost profits, loss of sales or business and loss of agreements or contracts.

Total compensation and the Supplier's total liability for any claim, liability or costs of any kind are limited to the max. amount of 5,000 GBP.

This clause shall survive termination or expiry of the Agreement.

10. Force Majeure

Should a force majeure event occur, the other Party must be notified thereof as soon as possible. The affected Party's obligations shall be suspended as long as the situation exists. The other Party's corresponding service shall be suspended during the same period. In the event of force majeure, the other Party may only terminate the Agreement with the consent of the affected Party, or if the situation lasts or is expected to last for more than three (3) months from the time the situation arises, and with at least one (1) months' notice.



For the purposes of this clause, a force majeure event means an event, circumstance or cause beyond a party's reasonable control.	
11. Assignment	
The Customer must not, without the Supplier's prior written consent, assign, transfer or handover any of its rights, responsibilities or obligations under this Agreement. The Supplier has the right to assign, transfer and handover all of its rights, responsibilities and obligations under this Agreement to another company within the company group of Zoetis Inc.	
12. Anti-Regulatory	
Each party shall comply with its respective obligations under applicable Bribery Laws, UK Data Privacy Laws (and all other regulations under data privacy) and Anti-Slavery laws in performing the Agreement.	
13. Entire agreement clause	
The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Agreement.	
14. Notices	
Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).	
15. Waiver	
No failure or delay by a party to exercise any right or remedy provided under this Agreement 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.	
16. Governing law and jurisdiction	
The Agreement (including this general terms and conditions of sales and delivery) and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).	

