

## General Terms of Delivery of Dopharma

### 1. Applicability

- 1.1 Any reference to “**Dopharma**” below means the private limited company Dopharma Holding B.V. and all its affiliated companies.
- 1.2 Any reference to “**the Customer**” below means the other party to the contract with Dopharma, including the Customer’s representative(s), agent(s) and/or successor(s) in title.
- 1.3 Any reference to “**the Terms and Conditions**” means these general terms of delivery. These Terms and Conditions apply to all obligations and legal relationships, however named, between Dopharma and the Customer, based on which Dopharma supplies and/or otherwise makes available products and/or services, also referred to individually and jointly below as “**the Product(s)**”, to the Customer, from the moment that the Customer requests an offer from Dopharma or Dopharma makes an offer.
- 1.4 Insofar as relevant, any reference in these Terms and Conditions to the word “agreement” also means the individual transaction and/or series of consecutive transactions arising from a continuing performance contract.
- 1.5 The Customer may never rely on varying purchasing and other conditions, customs or practices.
- 1.6 Offers made by, agreements with and the performance of agreements by Dopharma are governed exclusively by these Terms and Conditions. These Terms and Conditions always prevail over varying terms and conditions or stipulations of the Customer or third parties. Variations from the Terms and Conditions are valid only if they have been expressly agreed in writing with Dopharma.
- 1.7 If any provision of these Terms and Conditions is invalid or annulled, the remaining provisions remain fully effective. Dopharma and the Customer shall then consult to agree on new provisions to replace the invalid or annulled provisions, taking into consideration the purpose and effect of the invalid or annulled provisions as far as possible.

### 2. Offer and acceptance

- 2.1 All of Dopharma’s offers are non-binding and apply as approximations. No rights may be derived from them. This provision also applies to offers made by Dopharma’s representatives and to price lists, catalogues and other information provided by Dopharma.
- 2.2 All offers are valid for one month, unless the offer states otherwise.
- 2.3 Dopharma reserves the right to refuse orders from the Customer without providing reasons.

### 3. Agreement

- 3.1 An agreement between Dopharma and the Customer is concluded when Dopharma confirms any order from the Customer in writing, or as soon as Dopharma executes all or part of an order without an order confirmation.
- 3.2 Any subsequent additional agreements or amendments, including oral arrangements and/or commitments made by Dopharma’s personnel or on Dopharma’s behalf by its sellers, agents, representatives or other intermediaries, are binding on Dopharma only if Dopharma has confirmed these in writing.
- 3.3 In a case where an offer or order confirmation is not sent for work because of its nature or scope, the invoice is also regarded as the order confirmation and to accurately and fully represent the agreement. In the absence of written evidence to the contrary, Dopharma’s records are decisive in relation to the provisions of Article 3.1, 3.2 and 3.3.
- 3.4 Dopharma enters into every agreement on the condition precedent that the Customer - at Dopharma’s sole discretion - appears to be sufficiently creditworthy for the financial performance of the agreement.
- 3.5 Dopharma is entitled prior to and/or at all times after entering into the agreement, and before performing or performing any further, to require adequate security from the Customer so that both the Customer’s payment and other obligations will be fulfilled.
- 3.6 Dopharma is entitled to hire third parties for the performance of the agreement, the costs of which are to be charged to the Customer.

### 4. Prices

- 4.1 Unless Dopharma expressly stipulates otherwise in writing, all quotations are made subject to price changes.
- 4.2 Unless agreed otherwise in writing, the most recent prices published by Dopharma on the date of delivery of the Products are applicable.
- 4.3 Unless Dopharma expressly stipulates otherwise in writing, its prices are:

- a. based on the purchasing prices, wages, wage costs, social security and government charges, freight, insurance premiums and other costs applicable during the offer;
  - b. based on delivery Ex Works;
  - c. exclusive of VAT, import duties, other taxes, levies, fees and other government-imposed charges;
  - d. exclusive of insurance costs; and
  - e. stated in euros.
- 4.4 If a change in market conditions or of the costs on which prices are based occurs after the offer or conclusion of the agreement, Dopharma is entitled to make price changes. Changes to costs also include foreign currency fluctuations that lead to changes in cost prices for Dopharma.
- 4.5 If additional costs arise for Dopharma that were not foreseen at the time of the offer or order confirmation and/or that are attributable to delays in the delivery because of the further wishes or instructions of the Customer, or any other circumstance for which Dopharma is not liable, these additional costs in accordance with Dopharma's statement are payable by the Customer.
- 5. Delivery and risk**
- 5.1 Unless agreed otherwise, deliveries are made Ex Works (EXW according to Incoterms 2020). Except insofar as Article 15 of these Terms and Conditions stipulates otherwise, ownership and risk in the Products pass to the Customer as soon as the Products leave the factory/warehouse. Delivery is carriage paid only if and insofar as Dopharma indicates this in writing on the invoice or elsewhere.
- 5.2 The Customer is obliged to inspect the Products for any defects or visible damage on delivery, or to perform this inspection after notice from Dopharma that the Products are at the Customer's disposal.
- 5.3 The Customer must state or arrange for any defects or damage to the Products that are established on delivery to be stated on the delivery note, the invoice and/or the transport documents, failing which complaints will not be accepted. In the absence of written evidence to the contrary, Dopharma's records are decisive in this regard.
- 5.4 Dopharma is entitled to make partial deliveries of an order. Dopharma may then invoice the Customer and request payment for each partial delivery separately.
- 5.5 The delivery dates stated by Dopharma are estimates. Dopharma is not liable for any form of damage or loss that arises because of the failure to deliver or the late delivery of the Products. The Customer is not entitled to fully or partially terminate the agreement in case of late delivery.
- 6. Target group/criteria**
- 6.1 The Customer undertakes to offer the Products that are or will be marketed under a Dopharma brand name only to a target group that has been expressly agreed with Dopharma.
- 6.2 Dopharma sets requirements for the qualities of the Customer in order to guarantee the quality, safety and integrity of the Products. Dopharma also distinguishes between retail (veterinary practices and pharmacies) and wholesale (licence holders) Customers. Before making deliveries, Dopharma shall test the Customer against criteria that it has drawn up on the basis of the statutory requirements and generally accepted principles of good veterinary/pharmaceutical practice. As part of this test, Dopharma may ask the Customer to make a number of declarations with regard to these criteria. If these criteria are not satisfied, Dopharma shall exclude the Customer from deliveries.
- 6.3 The Customer may not deliver Dopharma's Products to third parties that it knows or may reasonably suspect do not satisfy the criteria referred to in Article 6.2, and, in particular, may not deliver to third parties in respect of which it has received a notice of exclusion of deliveries from Dopharma (based on the above criteria), even if this notice reaches the Customer only after entering into the agreement of which these Terms and Conditions form an integral part. The Customer shall immediately suspend and, insofar as reasonably possible, cancel deliveries to these third parties. The Customer shall further impose the obligation on its customer not to deliver the Products to third parties that are excluded from buying the Products on the basis of the above criteria.
- 7. Cooperation of the Customer**
- 7.1 The Customer undertakes to deliver Dopharma's Products to the end user only with due observance/the addition of the accompanying information leaflet, instructions for use and due care provisions of Dopharma.
- 7.2 The Customer undertakes to hand over this information leaflet, instructions for use and due care provisions to the end user on delivery of the Products to this end user.
- 8. Pharmacovigilance**
- 8.1 Both Dopharma and the Customer shall comply with their respective pharmacovigilance obligations under European and national legislation.
- 8.2 The Customer shall inform Dopharma immediately, or at least within 48 hours, of becoming aware of any possible adverse events concerning the Products.

8.3 The Customer shall cooperate with Dopharma in relation to follow-up actions. Every request for additional information must be complied with in the best possible way within one week.

## **9. Non-attributable breach**

9.1 Non-attributable breach means:  
any failure to fully perform the obligations under an agreement as a result of a circumstance that is beyond the parties' control or an unforeseeable circumstance, as a result of which the Customer can no longer reasonably require the full performance of the agreement from Dopharma, all in accordance with Book 6, Article 75 of the Dutch Civil Code.  
"Non-attributable breach" in any case includes the failure to comply with obligations as a result of strikes, excessive sickness absence by Dopharma personnel, transport problems, fire, government measures including bans on imports and exports, quota restrictions and operational failures at Dopharma, as well as the failure to perform or late performance by suppliers, as a result of which Dopharma cannot fully comply with its obligations towards the Customer.

9.2 If it transpires that full performance of the agreement is permanently impossible because of one of the circumstances described in the first paragraph, or if it foreseeable that performance will be possible only after a period exceeding four weeks, the parties are entitled to terminate the agreement early on the understanding that they have no liability towards each other for consequential or other damage or loss as a result of termination.

9.3 The Customer shall pay Dopharma a portion of the agreed fee in proportion to the performances rendered by Dopharma before the circumstance as described in the first paragraph commenced. The Customer has no right of suspension in this regard.

## **10. Intellectual and industrial property rights**

10.1 In the absence of written consent from Dopharma, the Customer is not permitted to use Dopharma's trademarks, word and figurative logos or other intellectual and industrial property rights other than through the presentation of the Products on which these appear, or by using the promotional material that Dopharma provides to the Customer.

10.2 Unless expressly agreed otherwise, all intellectual or industrial property rights to all items, information and/or data, such as analyses and technical or other documentation, developed and/or made available during the preparation for and/or performance of the agreement vest exclusively in Dopharma.

10.3 The Customer states and warrants towards Dopharma that it is not infringing on any third-party rights in the preparation for and/or performance of the agreement. The Customer indemnifies Dopharma against all claims in this regard and shall compensate all damage or loss that results from such an infringement and that is payable by Dopharma or a party that relies on such a right.

10.4 All technical and other documentation, data carriers and all items that Dopharma provides to the Customer for or during the preparation for or performance of the agreement remain Dopharma's property at all times and must be returned by the Customer to Dopharma once the agreement has been performed, or earlier at Dopharma's request.

## **11. Withdrawal period**

11.1 Any withdrawal periods that are specified on/in relation to Dopharma's Products, which are to be complied with after the administration of a Product before animals can be slaughtered and/or milk or eggs can be delivered, are evaluated statistically using current techniques, documented in the registration files and are tested and laid down by the competent authorities.

11.2 Dopharma cannot be held liable, directly or indirectly, for any damage or loss (including consequential damage) resulting from excess residue. Dopharma likewise cannot be held liable for any damage or loss (including consequential damage) as a result of a change in withdrawal periods/dosages/applications introduced by means of a measure of a competent government agency.

## **12. Liability**

Dopharma's liability under the agreement is expressly limited to the warranty obligation described in the next article. Any form of additional or replacement compensation or any form of compensation for consequential damage is excluded.

## **13. Warranties**

13.1 All Products supplied and/or made available by Dopharma must be used in accordance with the information leaflets, instructions for use and/or due care provisions prescribed by Dopharma and/or government regulations. If there is any doubt about the application or use of a Product, the Customer must approach the specialists who are available at Dopharma.

13.2 Subject to the restrictions below and insofar as the Customer has complied with all its obligations towards Dopharma, Dopharma warrants the reliability and quality of the Products it has supplied and/or made available for a period that is limited to the specified expiry date. If an expiry date is not specified on the packaging/information leaflet, a three-year warranty as from the production date applies.

13.3 The warranty does not cover the consequences of improper storage, transport, handling and/or use or post-processing by the Customer, a party designated by the Customer, or an end user.

13.4 The warranty is limited to the replacement of the Product or making up any shortage.

#### **14. Complaints and returns**

14.1 Complaints must be made in writing, precisely stating the nature of and grounds for the complaint, as soon as possible but no later than five (5) days after delivery.

14.2 If the period referred to in the previous paragraph is exceeded, all claims against Dopharma relating to the warranty obligation will lapse.

14.3 Lodging a complaint never releases the Customer from its payment obligations towards Dopharma.

14.4 Delivered Products can be returned only with Dopharma's prior written consent, under conditions to be determined by Dopharma.

#### **15. Retention of title**

15.1 Dopharma retains title over the Products delivered to the Customer until the Customer has paid Dopharma any amount owing to it as consideration for a Product and/or service supplied or to be supplied by Dopharma to the Customer under an agreement, as well as any amount owing due to a failure to perform such an agreement (including interest and costs). If payment is late, Dopharma is entitled to repossess the supplied Products without any demand, notice of default or judicial intervention.

15.2 As long as Dopharma is the owner of the Products, the Customer may use them only in the normal course of its business.

15.3 Dopharma is entitled at all times, on the basis of the provisions of this article, to remove or arrange for the removal of the Products from the Customer or its containers if the Customer fails to comply with its obligations. The Customer is obliged to cooperate in this regard.

15.4 The Customer undertakes that if it resells goods that have not yet been paid, in part or in full, the receivables from its customer (the second customer) arising from this resale will be assigned to Dopharma, which assignment will then be regarded as partial or full payment, as the case may be. The Customer is obliged to forward the relevant details to Dopharma immediately on request so Dopharma can collect the amount owing directly from the second customer. The amount that the second customer pays Dopharma is to be deducted from the total amount owing by the Customer to Dopharma. The Customer shall also enforce the same retention of title as specified in this provision if it resells Products.

15.5 As long as the Customer has not fully complied with its financial and other obligations towards Dopharma, all items created for the purpose of the order remain Dopharma's inalienable property.

#### **16. Invoicing and payment**

16.1 Unless agreed otherwise, payment must be made net cash on delivery or by means of direct debit collection, deposit or transfer to a bank or giro account designated by Dopharma, within 30 days of the invoice date. The value date on the bank or giro statement is decisive and is thus regarded as the payment date.

16.2 Any payment by the Customer is allocated firstly to interest due and any collection and/or administration costs incurred by Dopharma and is then deducted from the oldest outstanding receivable.

16.3 Complaints relating to the invoice amount must be made within five days of the invoice date, failing which the Customer is deemed to have agreed to the amount.

16.4 If the invoice amount is not paid, or in not paid in full, on the agreed date, or, in the absence thereof, within 30 days of the invoice date, the Customer is deemed to be in default by operation of law and Dopharma is entitled, without any notice of default, to charge the Customer interest at 1.5% a month as from the due date, as well as all judicial and extrajudicial costs relating to the collection of the amount owing to it. All amounts owing by the Customer to Dopharma become due and payable on that date.

16.5 Dopharma and the Customer are deemed to have agreed that these extrajudicial collection costs are fixed at 15% of the invoice amount, including any late payment surcharge, unless Dopharma can prove these costs were higher, in which case it is entitled to the additional amount.

16.6 All amounts charged to the Customer must be paid without applying any discounts or deductions. The Customer is not entitled to apply set-off for any reason. The Customer is not entitled to suspend any payments to Dopharma.

16.7 Dopharma is entitled to deliver Products to the Customer solely on a cash-on-delivery basis. The associated C.O.D. charges are payable in full by the Customer in that case.

**17. Termination and cancellation**

Dopharma may fully or partially terminate the agreement with immediate effect, without any notice of default or judicial intervention, if the Customer fails to comply, fails to comply punctually, or fails to comply in full with its obligations towards Dopharma. The same applies if the Customer is granted a moratorium on the payment of its debts – provisional or otherwise – if a petition is made for the Customer's insolvency, if there is an attachment or impending attachment at the Customer on goods in which or on which Dopharma's items are found, if the Customer's business is liquidated or discontinued other than through a reorganisation or merger of companies, or if a petition is filed on behalf of the Customer to declare the debt management scheme under Article 284 of the Dutch Bankruptcy Act (Faillissementswet) applicable. Dopharma shall never be obliged to pay any compensation on account of this termination.

**18. Governing law**

18.1 All offers, agreements and their performance are governed exclusively by Dutch law.

18.2 The Dutch version of these general terms and conditions always prevail over a version in another language.

18.3 The “Incoterms 2020” as compiled by the International Chamber of Commerce (I.C.C.) in Paris apply to the interpretation of international commercial terms.

**19. Disputes**

If a dispute arises between Dopharma and the Customer with regard to these Terms and Conditions and/or to agreements between them, they shall firstly attempt to reach an out-of-court settlement. If they are unsuccessful in their attempts to reach an out-of-court settlement, the dispute must be submitted to the Zeeland-West-Brabant District Court, to the exclusion of any other forum.

**20. Amendment and source of the Terms and Conditions**

20.1 The Terms and Conditions can be consulted at our website [www.dopharma.com](http://www.dopharma.com).

20.2 The most recently filed version or the version that applied when the transaction in question was concluded is always applicable.

**21. Prescription**

Any right of action and/or defence against Dopharma prescribes one year after the claim arises.

**22. Confidentiality**

Unless Dopharma gives its prior written consent to act differently, the Customer is obliged to keep as confidential all details that relate directly or indirectly to the order in the broadest sense.

**23. Protection of personal data**

23.1 In the context of the agreement by Dopharma it may be necessary for Dopharma to process and save personal data belonging to the Customer. The Customer gives Dopharma permission to process and save personal data and to provide personal data to third parties when this is necessary for the execution of the agreement.

23.2 Dopharma will take appropriate, technical and organizational measures to protect the Customer's personal data against loss or unlawful processing. When engaging third parties, Dopharma will ensure that the engaged third parties comply with the obligations arising from Articles 23.1 and 23.2.

23.3 As a processor, Dopharma will enable the Customer to comply with its obligation to report a personal data breach. Dopharma informs the Customer immediately (no later than within two working days) after finding a personal data breach and the Customer fully cooperates with the investigation into and recovery of the detected infringement and the consequences thereof. If and insofar as the Customer has reason to suspect that a personal data breach has taken place at Dopharma, then the Customer has the obligation to report this suspected personal data breach to Dopharma without delay.