

Standard Terms and Conditions of Purchase

1. Object and scope

1.1 These terms and conditions of purchase ("Standard Terms and Conditions") shall apply to any purchase order ("Purchase Order") for the purchase of products ("Products") and/or services ("Services") by Zoetis Japan Inc. ("Buyer") from a supplier ("Supplier", together with the Buyer, the "Parties" and each a "Party"), unless otherwise mutually agreed in writing by the Parties. A Purchase Order constitutes an offer by the Buyer to purchase Services and/or Products from the Supplier and shall be deemed to be accepted on the earlier of:

(i) the Supplier issuing written acceptance of the Purchase Order; or
(ii) any act by the Supplier consistent with fulfilling the Purchase Order, at which point, and on which date, a contract ("Contract") shall come into existence. No document issued by the Supplier after receipt of the Buyer's Purchase Order shall be construed as a counter-offer nor shall it apply in any way to alter these Standard Terms and Conditions.

1.2 Special terms and conditions ("Special Terms and Conditions") expressly referred to in a Purchase Order may amend these Standard Terms and Conditions. These Standard Terms and Conditions, as amended by Special Terms and Conditions, if any, shall apply to the exclusion of any other terms and conditions whether contained in the Supplier's: (i) quotation, (ii) acceptance of a Purchase Order, or (iii) otherwise.

1.3 A Contract and the related supply of Services and/or Products by the Supplier shall be subject to (in this order of priority unless otherwise expressly provided in the Special Terms and Conditions):

(i) the Special Terms and Conditions;
(ii) these Standard Terms and Conditions;
(iii) any document expressly included by reference in the Special Terms and Conditions, including without limitation, any special instructions (technical documentation, quality assurance, safety), the specified quantity of Products, quality, performance and/or timeframe/delivery dates, (together with the Special Terms and Conditions and the Standard Terms and Conditions, the "Terms and Conditions"); and
(iv) the Supplier's commercial offer, to the extent that it is agreed in writing by the Buyer and it does not conflict with the Terms and Conditions.

The Supplier shall be deemed to have read and understood all the Terms and Conditions and is responsible for its assessment of the inherent risks and uncertainties and any potential difficulties that may be encountered by the Supplier in the performance of the Services or delivery of the Products. Moreover, the Supplier undertakes to request and verify all the documents or technical information necessary for the performance of its obligations pursuant to a Purchase Order. No amendment or modification of a Contract by the Supplier will be binding upon the Buyer without the Buyer's prior written approval.

1.4 The Buyer accepts no liability for any services provided or products delivered by the Supplier where such products or services are not provided pursuant to a Purchase Order duly approved on Buyer's behalf by a duly authorised member of its staff.

1.5 The Supplier shall ensure that the Buyer's Purchase Order number is set out in every letter, invoice, delivery slip, or other written communication, relating to each Purchase Order.

2. Performance of a Contract

2.1 **Timely Performance.** The Supplier shall provide the Services and any deliverables required thereunder and/or deliver the Products according to the timeframes and delivery dates set out in a Purchase Order or as otherwise agreed by the Buyer in writing. The Supplier shall promptly notify the Buyer of any event which could adversely affect the scheduled timeframes and delivery dates for the performance of the Services and/or delivery of the Products.

2.2 **Standard Of Performance.** The Supplier shall perform all of its obligations under a Contract in strict accordance with the terms of the Contract, in a professional, commercially and diligent manner, and in accordance with generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of Buyer. The Supplier agrees that the Services and/or Products that it provides to the Buyer will be fit for the purpose and use for which they are intended and compliant with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, decrees or any other governmental, administrative or judicial pronouncements (collectively, "Laws") and shall conform with all requirements set out in a Purchase Order or otherwise notified by the Buyer to the Supplier, be free of any defects in material and workmanship and be usable under normal conditions of use.

2.3 **Delivery.** Unless otherwise specified in the Special Terms and Conditions, the Supplier will deliver the Products and/or provide the Services and any deliverables required thereunder to the location agreed between the Parties in writing and the Supplier will bear all the risk and expense of delivery, including without limitation, all costs associated with clearance through customs, it being understood that unless otherwise agreed in writing by the Buyer, the Buyer will not accept any tolerance margin in respect of the quantities of Products ordered. Title to the Products shall pass to the Buyer only upon delivery to the location agreed between Parties.

2.4 **Acceptance.** If all or any part of the Services and/or Products do not comply with the specifications of a Purchase Order or are defective in any way, the Buyer may refuse to accept the non-complying Services and/or Products or accept them subject to any reservations or reduction to costs expressed by the Buyer. The simple act of taking delivery of the Products by the reception service cannot be regarded as acceptance. The Products' acceptance will take place only after a complete verification by the Buyer. If the Buyer refuses to accept the defective or non-complying Products and/or Services, the Supplier will, at the Buyer's option, re-perform, repair or replace the non-complying Services and/or Products as quickly as possible, at no cost to the Buyer and reimburse the Buyer for any expenses unduly incurred by the Buyer, including any costs of return shipping, without prejudice to any other rights the Buyer may have. Notwithstanding the above, the Buyer reserves the right to reject all or any part of the Products with respect to any latent defects, which shall include any defects that may not be detected by the Buyer through standard inspection and testing of a Product sample or that may affect only a portion of Product.

2.5 Supervision. The Supplier is solely responsible for the supervision and management of its agents, appointees, employees and permitted subcontractors. The Supplier's agents, appointees, employees and permitted subcontractors remain under the Supplier's sole control, authority and management at all times during the performance of the Contract. No employee or agent engaged by the Supplier shall be, or shall be deemed to be, an employee or agent of the Buyer and shall not be entitled to any benefits that the Buyer provides to its own employees.

2.6 Sub-Contracting. Unless otherwise agreed in the Special Terms and Conditions, the Supplier shall not subcontract all or any part of its obligations under a Contract without the Buyer's prior approval. If required, the Buyer's prior approval must be obtained in respect of each subcontractor. Notwithstanding the appointment of a permitted subcontractor, the Supplier shall remain fully responsible for the supply of Services and/or Products and such appointment shall not diminish or otherwise affect the Supplier's obligations under a Contract.

2.7 Compliance with Laws. The Supplier shall comply, and shall cause its subcontractors to comply, with all applicable Laws, and shall have all professional licenses, permits, certificates and registrations required for its performance of the Services.

2.7.1 Environmental Health and Safety. The Supplier must ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable Laws and the Buyer's policies relating to environment, health and safety within the Buyer's premises or any other premises which are accessed or used pursuant to a Contract; under no circumstances will the Buyer be held liable for any incident arising as a result of a Supplier's failure to comply with such Laws and/or policies. The Supplier shall provide to the Buyer all information related to the safety, safe handling, environmental impact, and disposal of the Products including, without limitation, material safety data sheets, it being understood that the Supplier shall promptly deliver to the Buyer, as it becomes available to the Supplier, any updates or amendments to the information provided pursuant to this Section. The Supplier shall be solely responsible for the generation, collection, storage, handling, transportation, movement and disposal of all waste (hazardous and non-hazardous), as applicable, in compliance with applicable Laws.

2.7.2 Labour. The Supplier shall comply throughout the performance of a Contract with all the obligations incumbent upon it in application of the applicable labour Laws applicable in the country where the Products are manufactured or the Services performed. In particular, the Supplier shall provide the Buyer with the evidence of payment of social security contributions due by the Supplier. The Supplier shall indemnify the Buyer for any and all damages and fines as a result, either direct or indirect, with respect to any employment-related claims.

2.7.3 Anti-Corruption. Throughout the performance of a Contract, the Supplier shall comply with:

(i) the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, any other applicable anti-bribery and anti-corruption Laws and the principles established by the OECD (Organisation for Economic Co-operation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, as those acts and principles are amended from time to time, and

(ii) Zoetis' International Anti-Bribery and Anti-Corruption Principles, a copy of which is available upon request to the Buyer.

2.7.4 Privacy. If, in performing the Services, the Supplier may perform any operation which is performed upon personal information (as defined by the applicable Laws), whether or not by automatic means, including, but not limited to, the access, acquisition, collection, recording, organization, storage, alteration, retrieval, consultation, use, disclosure, combination, transfer, blocking, return or destruction of personal information from or on behalf of the Buyer and/or its affiliates or subsidiaries, the Supplier shall comply with the applicable Laws and the additional requirements set forth in:

(i) a Privacy and Information Security Addendum as provided by the Buyer and mutually agreed upon between the Parties, and

(ii) Zoetis' Baseline Third Party Security Requirements (a copy of which is available upon request to the Buyer).

2.7.5 Infringement. No service provided by the Seller, or Product delivered by the Seller, shall infringe upon the intellectual property rights of any third party.

2.7.6 Export of Technology. It is understood that as a U.S.-controlled company, the Buyer is subject to United States Laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that obligations hereunder are contingent on compliance with applicable U.S. export Laws (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data, material, and commodities may require a license from the cognizant agency of the United States Government and/or written assurances that such data or commodities will not be exported to certain foreign countries without prior approval of the cognizant government agency. The Buyer and the Supplier agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, if any. The Buyer shall notify the Supplier if any data or materials to be supplied to the Supplier by the Buyer are subject to export control license requirements or are listed under export control regulations.

2.7.7 Conflict Minerals. Supplier shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin, or tungsten ("Initial Conflict Minerals") that originated in the Democratic Republic of Congo ("DRC") or an adjoining country, or (b) following the receipt of a written notice from the Buyer, any other mineral or its derivatives determined by the Secretary of State of the United States of America to be financing conflict in the DRC or an adjoining country ("Additional Conflict Minerals", and together with the Initial Conflict Minerals, "Conflict Minerals"), in the production of the Products under a Contract. Notwithstanding the foregoing, if the Supplier uses a Conflict Mineral in the production of the Products, the Supplier shall immediately notify the Buyer and shall provide the Buyer with a written description of the use of the Conflict Mineral, including whether the Conflict Mineral appears in any amount in the Product (including trace amounts) and the Supplier shall provide the Buyer with a valid and verifiable certificate of origin of the Conflict Mineral used in the production of the Products. The Supplier must also be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

2.7.8 Animal Care. Should the Services or Products provided by the Supplier under a Contract include the use or provision of animals, the Supplier agrees to maintain standards of animal care that meet or exceed those required by applicable Laws by complying with Zoetis' Standards of Animal Care, a copy of which is available upon request to the Buyer.

2.8 Cancellation or Suspension of a Contract. Unless otherwise agreed in the Special Terms and Conditions, the Buyer may:

(i) cancel all or any part of a Contract prior to the commencement of its performance by the Supplier; or

(ii) request the Supplier to suspend performance of a Contract, without the Supplier having any right to claim any compensation or indemnity of any kind.

2.9 Force Majeure. Neither Party shall be in breach of a Contract nor liable to the other for delay in performing or for its failure to perform any of its obligations under a Contract where such delay or failure is the result of unforeseen events, circumstances or causes beyond its reasonable control. The Parties agree that the non-performing Party shall:

- (i) promptly notify the other Party in writing of the occurrence of such event and the way in which its obligations are prevented or impeded by such event; and
- (ii) use commercially reasonable efforts to avoid or minimize the delay or failure and to resume performance as soon as reasonably practicable.

The time for performance shall be extended for a reasonable period having regard to the effects of the cause of the delay or failure to perform, or the Contract shall be cancelled if such cause shall continue for a period greater than two (2) months.

2.10 Records; Audit. The Supplier shall maintain complete and accurate records of all matters relating to the Services and/or the Products to demonstrate compliance with its obligations under the Contract, including, without limitation, billing, invoices, payment of subcontractors, receipts related to reimbursable expenses and compliance with applicable Laws. The Buyer may from time to time audit the Supplier's premises to verify that it is complying with the Terms and Conditions; such audit will not exclude or limit the Supplier's liability in any way.

2.11 Remedies. The Supplier shall, at its own cost and expense and in addition to any other remedies available to the Buyer at law or in equity, promptly correct or revise any errors, omissions or other deficiencies in the Services and/or Products.

3. Representations and Warranties, Indemnification and Insurance

3.1 The Supplier represents and warrants that:

- (A) it has (i) the technical skills, resources and means to ensure the best available quality of the Services and Products; (ii) the financial capacity and human resources to perform the Contract without risk of interruption or delay; and (iii) all licences, accreditations, rights and approvals necessary, where applicable, to provide the Services and/or to supply the Products;
- (B) the execution, delivery and performance of a Contract does not, and will not, conflict with any agreement, instrument or understanding to which it is a party or by which it may be bound and there is no action, suit or proceeding before and by any court or governmental authority, pending or, to the Supplier's knowledge, threatened, which could materially affect the Supplier's performance hereunder or the enforceability hereof;
- (C) any substances, products, materials or finished articles needed for, or used in, the performance of the Services or the manufacture of the Products shall be introduced into the stream of commerce in compliance with all applicable Laws.

3.2 The Supplier shall indemnify, defend and hold harmless, to the maximum extent permitted by applicable law, the Buyer and its affiliates against all claims, causes of action, suits and liabilities, including any damages, fines, interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with any action, omission, inadequacy, negligence, default or mistake attributable to the Supplier, its personnel, its subcontractors or its subcontractors' personnel in the performance of a Contract, including, but not limited to, failure to comply with the Terms and Conditions.

3.3 The Supplier shall maintain in force insurance coverage from a reputable insurance company, insuring against all risks that may arise during the performance and duration of the Contract. Such insurance shall include Buyer as additional insured and shall waive right of subrogation against the Buyer. At the Buyer's request, the Supplier shall provide to the Buyer proof of payment of its insurance coverage. The Supplier shall be responsible for any payments under its deductible(s) or self insured retention(s).

4. Financial conditions

4.1 Price. The price agreed at the time when a Purchase Order is placed ("Price") is exclusive of any applicable tax, and the Price cannot be revised unless otherwise agreed in writing by the Parties. The applicable taxes will be added in accordance with the applicable Laws. Unless otherwise agreed in writing by the Parties, the Price includes all performance required of the Supplier to perfect performance of a Contract and all expenses, charges and disbursements. The Buyer retains the right to request that the Supplier provide a guarantee and/or to agree to the Buyer partially withholding payment in order to guarantee the performance of a Purchase Order.

4.2 Invoicing. Unless otherwise agreed in the Special Terms and Conditions, the Price shall be invoiced after full performance of a Purchase Order to the satisfaction of the Buyer. The Supplier shall issue an invoice to the Buyer in accordance with all applicable Laws. Where a payment is linked to a particular stage of a Purchase Order, the invoice will be subject to the completion of that stage, subject to the conditions agreed by the Parties for such invoicing. No supplement to the Price can be invoiced without the Buyer's prior written approval. The invoicing currency and address shall be indicated in each Purchase Order.

4.3 Payment. In the event of non-performance of all or part of a Purchase Order, and without prejudice to any other rights that the Buyer may have under a Contract, the Price will be paid to the Supplier *pro rata* to the Services that have been provided or the Products that have been delivered in accordance with the Terms and Conditions. Alternatively, where applicable, the Buyer may request to be immediately reimbursed for any part of the Price already paid to the Supplier. Payment for a correct and undisputed invoice is due sixty (60) days upon receipt of the invoice. To the extent permitted by the applicable Laws, late payment interest may only be charged after the Buyer has been formally notified by the Supplier. The Buyer will pay interest at the statutory rate of interest applicable in Japan with respect to any amounts not paid when due under a Contract. Without limiting any other rights or remedies it may have, to the extent permitted by applicable Laws, the Buyer may offset any amount due by the Buyer to the Supplier against those due by the Supplier to the Buyer. For the avoidance of doubt, the Buyer shall not be required to process any invoice or respond to any communication which does not have a Purchase Order number, nor an invoice not submitted through Buyer's accounts payable system.

4.4 Taxes. In the event any payments made by the Buyer pursuant to a Contract become subject to withholding taxes under

the laws or regulation of any jurisdiction, the Buyer shall deduct and withhold the amount of such taxes for the account of the Supplier to the extent required by applicable laws or regulations; such amounts payable to the Supplier shall be reduced by the amount of taxes deducted and withheld; and the Buyer shall pay the amounts of such taxes to the proper governmental authority in a timely manner and promptly transmit to the Supplier an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant governmental authority of all amounts deducted and withheld sufficient to enable the Supplier to claim such payment of taxes. Any such withholding taxes required under applicable laws or regulations to be paid or withheld shall be an expense of, and borne solely by, the Supplier. The Buyer will provide the Supplier with reasonable assistance to enable the Supplier to recover such taxes as permitted by applicable laws or regulations.

5. Confidentiality

5.1 The Supplier shall keep in strict confidence all confidential information of the Buyer (however recorded, preserved or disclosed) of any kind whatsoever relating to information of a confidential, proprietary, economic, technical, financial or commercial nature, concerning, *inter alia*, the Buyer, its activities or the subject of a Contract ("Confidential Information").

5.2 The Supplier shall not use any such Confidential Information for any purpose other than to perform its obligations as envisaged by, or under, the Contract.

5.3 The Supplier may only disclose Confidential Information to its employees, officers or permitted subcontractors to the extent strictly necessary for the performance of a Contract and shall ensure that its employees, officers or permitted subcontractors to whom it discloses Confidential Information are subject to obligations of confidentiality and non-use that are no less onerous than those contained in these Terms and Conditions and that any use of the Confidential Information is for the sole purpose of performing their obligations in accordance with a Contract.

5.4 Confidential Information shall not include information which the Supplier can evidence by written records that, at the time of disclosure:

(i) is already in the public domain, or was legally obtained from other sources which were not under an obligation to the Buyer to maintain confidentiality; or

(ii) is already lawfully in possession of the Supplier.

5.5 Except as otherwise required by any court of relevant jurisdiction or by any regulatory authority or unless it has received the Buyer's prior written approval, the Supplier shall not:

(i) make any public disclosure or any use of the Confidential Information, or

(ii) use the name, trade name, logo or intellectual property of the Buyer, or those of the Zoetis group of companies as a trade reference or in any publication of any kind whatsoever,

without the Buyer's prior written approval.

5.6 Upon the Buyer's request or the termination or expiration of a Contract, the Supplier shall promptly return to the Buyer or destroy all Confidential Information.

5.7 The provisions of this section 5 will remain in force for a period of five (5) years from the date of termination of the Contract, regardless of the date or cause of this termination.

6. Intellectual property rights

6.1 All materials, equipment and tools, drawings, specifications, data supplied by the Buyer to the Supplier ("Pre-existing Materials") and all rights in the Pre-existing Materials are, and shall remain, the exclusive property of the Buyer and must be returned upon the request of the Buyer, or upon completion or termination of a Contract.

6.2 The Supplier assigns to the Buyer, for Japan and for all other countries, with full title guarantee and free from all third party rights any Intellectual Property Rights in all documents, deliverables, Products and materials to be provided by the Supplier or its employees, officers or permitted subcontractors in relation to the Services in any form, including without limitation data, reports and specifications. The cost of the assignment of the above-mentioned rights is included in the Price. The Buyer may thus, without any additional cost but the Price, freely use, reproduce or adapt all such documents, deliverables, Products and materials; and the Supplier may under no circumstances subsequently use the said documents, deliverables, Products and materials without the Buyer's prior written approval. This assignment is understood to cover all fields (including the Internet) and will remain in force for the entire duration of the protection of the Intellectual Property Rights afforded by the legislation relating to Intellectual Property Rights. For purposes of this section, Intellectual Property Rights shall mean, without limitation, (a) any patents, invention disclosures, including continuations, divisionals, continuation-in-parts, reissues, reexaminations, extensions and supplementary protection certificates, and any applications and/or registrations thereof; (b) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin and all applications and/or registrations therefor; (c) copyrights (including the rights provided for in Article 27 and 28 of the Japanese Copyright Act) and copyrightable subject matter and all applications and/or registrations therefor; and (d) information and know-how, practices, techniques, methods, processes, ideas, concepts, inventions, developments, specifications (including Specifications, formulations, structures, trade secrets, analytical and quality control information and procedures, pharmacological, toxicological and clinical test data and results, stability data, studies and procedures and regulatory information. The supplier shall not exercise its moral rights of author.

6.3 The Supplier warrants that it has and shall have full clear and unencumbered title to all Products and deliverables provided to the Buyer, and that at the date of delivery of the Products and deliverables to the Buyer, it will have full and unrestricted rights to transfer them to the Buyer.

6.4 If methods or documents provided as part of the Services and/or Products are the property of the Supplier or third parties to which the Supplier has the right to use and/or disseminate, the Supplier shall grant the Buyer a non-exclusive, irrevocable, perpetual licence (or sub-licence) to use those methods or documents in connection with the Services and/or Products.

6.5 In the event that a Contract is terminated, regardless of the reason for such termination, the Supplier undertakes to deliver to the Buyer, within ten (10) calendar days from the date of termination of the Contract, all the elements produced in the context of such Contract, without it being necessary for the Buyer to make any request to that end.

7. Termination

7.1 Without prejudice to any other rights or remedies which it may have, one Party may terminate a Contract without liability to the other Party immediately on giving notice to the other Party:

- (i) if the other Party commits a breach of any of the terms of such Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) working days of being notified in writing of the breach;
- (ii) in the event of insolvency of, assignment for the benefit of creditors by, or petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation or other insolvency proceedings applicable to a Party (including any insolvency proceedings established in the future and overseas) by or against, the other Party;
- (iii) if a force majeure event lasts for more than two (2) months;
- (iv) if the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (iv) if the Buyer learns that improper payments to third parties are being, or have been, made by the Supplier.

The termination of a Contract shall not affect the Parties' rights to claim any damages they may be entitled to seek.

7.2 Early termination of a Contract, for any reason, whether by the Buyer or the Supplier, shall not affect any other Purchase Orders placed by the Buyer with the Supplier or any other Contracts in place.

8. Governing law

The construction, validity, and performance of all Purchase Orders and Contracts shall be governed by the Laws of Japan (unless otherwise agreed in the Special Terms and Conditions) and in the event that any dispute or claim arising therefrom cannot be resolved out of court by the Parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of Tokyo (Japan), even in the case of summary proceedings, third party claims, or if there is more than one defendant. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded

9. General

9.1 The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions hereof.

9.2 A Purchase Order or Contract and/or any part thereof shall not be wholly or partially assigned by the Supplier without the Buyer's prior written approval. If the Supplier assigns a Purchase Order or Contract and/or any part thereof without the Buyer's consent, the Supplier shall remain personally liable towards the Buyer and third parties. The Buyer may assign a Purchase Order or Contract or any part thereof to any person, firm or company.

9.3 No admission, act or omission made by either Party during the continuance of a Contract shall constitute a waiver of, or release of the other Party from, any liability under any Contract.

9.4 The Parties agree that nothing in a Purchase Order or Contract creates any obligation on the Buyer to place any future order with the Supplier. Furthermore, nothing in a Purchase Order or Contract is intended, or shall be deemed, to establish any partnership or joint venture between the Parties, render any Party the agent of the other Party, or authorise a party to make or enter into any commitments for, or on behalf of, the other Party.

9.5 No waiver of any provision of a Contract shall constitute a waiver of any other breach of such provision or the breach of any other provision.

9.6 A person who is not a party to the Terms and Conditions shall not have any rights under or in connection with them.