

Covetrus Purchasing Terms & Conditions

V.1.0.2 - March 2021

1. Definitions

In this document the following terms shall have the following meaning:

“Covetrus” (“we”, “us”, “our”): Covetrus BV, registered at the Dutch Chamber of Commerce under 16044987, holding its principal office at Beversstraat 23, 5431 SL Cuijk, the Netherlands, user of these terms and conditions.

“Supplier” (“you”, “your”): The party who sells and delivers Materials and/or Services to us.

“Agreement”: the Agreement for the purchase and sale of Materials and/or Services identified in one or more purchase orders, releases or work orders.

“Purchase Order”: the order issued by Covetrus to Supplier, be it in writing or verbally, that may constitute an Agreement for the purchase of Materials or Services.

“Delivery Guidelines”: the Covetrus delivery guidelines as applicable at the time of delivery, containing rules for the GDP compliant delivery of goods.

“Terms and Conditions”: these general purchasing terms and conditions, including their amendments and supplementations.

“Continuing guaranty and indemnification”: the express warranty signed by Supplier as applicable at the time of the purchase of Materials and/or Services.

“EU-OSH”: European Occupational Safety and Health regulations

“GDP”: Good Distribution Practices

2. Scope and Applicability.

1. These Terms and Conditions govern all purchases of Materials and/or supply of Services by Covetrus from Supplier. Each provision hereof shall be construed as broadly as possible to govern the supply of both Materials and Services.
2. Covetrus shall purchase the Materials and Services only upon the terms and conditions attached hereto. Covetrus does not accept any terms and conditions of Supplier other than those expressly set forth herein.
3. No other terms and conditions that may otherwise be contained in any documents of Supplier shall modify or contradict the terms set.

3. Hierarchy legal documents & Delivery Guidelines.

1. In the event of a conflict between these Covetrus’ Terms and Conditions and the provisions of the Agreement between the Covetrus and the Supplier with accompanying attachments, the provisions of the Agreement with accompanying attachments shall prevail.

2. Covetrus' Delivery Guidelines form an integral part of these Terms and Conditions. Supplier shall at all times adhere to the latest version of the Delivery Guidelines. Supplier acknowledges that he has read and understood the Delivery Guidelines.
3. Covetrus' Continuing guaranty and indemnification shall also be deemed an integral part of these Terms and Conditions.

4. Estimated quantity.

1. Quantities listed in a Purchase Order are Covetrus' estimate of the quantities Covetrus might purchase from Supplier and shall not be construed as a minimum purchase obligation.
2. Supplier shall make no claim for any loss arising from the difference between the actual quantities of Materials or Services purchased by Covetrus and any estimates provided by Covetrus.

5. Ordering / release procedure.

1. All purchases shall be made only upon the terms and conditions set forth herein.
2. If Supplier accepts Covetrus' Purchase Order in writing or commences with the supply of any of the Materials or Services that are the subject of any Purchase Order, Supplier shall be deemed to have accepted these Terms and Conditions in their entirety without modification.
3. The Purchase Order number must appear on all packing slips, invoices and other documentation referencing the order/release, as applicable.

6. Price/payment terms.

1. Subject to the paragraph below and unless otherwise agreed by the parties, payment terms are net sixty (60) days from the date of receipt of invoice.
2. Prices for all Materials and Services purchased by Covetrus hereunder shall be as set forth in Covetrus' Purchase Order.
3. No extra charges of any kind will be allowed unless prior written consent thereto is specifically provided by Covetrus.
4. It is the sole responsibility of Supplier to provide clear and timely notification to Covetrus of any changes to payment instructions. In the absence of any such confirmation, Covetrus will pay according to previously provided or last known banking or remit-to information.
5. All claims for money due or to become due from Covetrus will be subject to deduction or set off by Covetrus for any counterclaim arising from this or any other transaction with Supplier.
6. Supplier shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of Services and provision of Materials. Before Supplier shall be entitled to receive payment, Supplier shall furnish evidence satisfactory to Covetrus of the full payment of such indebtedness including any affidavit of subcontractors or suppliers furnishing materials or labor before any payments are required to be made to Supplier.
7. If any lien shall attach to premises of Covetrus as a result of Services or Material provided by Supplier, Supplier shall promptly procure its release and hold Covetrus harmless from any and all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) relating thereto.
8. To the extent permitted by law, Supplier waives and hereby releases Covetrus and the premises of Covetrus from any and all liens accrued or accruing to it whatsoever and authorizes Covetrus to withhold payments due to Supplier for the applicable statutory period to pay any liens arising from the Services and Materials provided by Supplier.

7. Most favored nation.

1. If at any time Supplier sells any materials or provides any services comparable to the Services or Materials to a third party under similar terms and conditions except at a lower price than that in effect hereunder, Supplier shall immediately offer to sell such Material or provide such Services to Covetrus at such lower price and the relevant price charged to Covetrus shall be reduced accordingly.

8. Meet or release for materials.

1. If at any time Covetrus can purchase Materials or procure Services of like quality and quantity at a price that will result in a total delivered cost to Covetrus that is lower than the total delivered cost of the Materials purchased or Services procured hereunder, Covetrus may notify Supplier of such total delivered cost and Supplier shall have an opportunity of pricing Materials or Services hereunder on such a basis as to result in the same or lower total delivered cost to Covetrus.
2. If Supplier fails to notify Covetrus within seven (7) days of receiving such notice or cannot legally do so, then Covetrus may purchase such Materials or procure such Services at the lower total cost and any purchases so made shall be held to apply to any applicable Purchase Order, release or work order. The obligations of Covetrus and Supplier shall be reduced accordingly or the Purchase Order may be terminated, as applicable.

9. Invoicing/reconciliation.

1. Unless Covetrus notifies Supplier that purchases hereunder are being processed through Covetrus' evaluated receipts settlement program or other similar program, Supplier shall email the invoices with supporting documents including any applicable bill of lading to Covetrus' designated email address no later than one working day after shipment is made to Covetrus, or by end of the month for work performed during such month.
2. Supplier must reference Covetrus' Purchase Order number, line item numbers, catalog numbers, and descriptions on all invoices. No invoices shall be issued nor payment made prior to delivery of the Materials or Services performed.
3. All taxes shall be stated separately on the invoices. Any delay in receiving invoices, or any errors and omissions on the invoices, shall be considered cause for withholding payment without losing any cash discount privileges or incurring any penalty. Notwithstanding anything stated herein, no payment shall be due with respect to work performed unless Supplier provides waivers and acknowledgments of payments from any and all of its subcontractors.

10. Shipments of materials.

1. All Materials purchased hereunder shall be delivered to Covetrus DDP Covetrus' facility per the Incoterms 2020, unless otherwise agreed by the parties.

11. Units of measure for materials.

1. Material shall be supplied in the units of measure specified in Covetrus' Purchase Order and Supplier's documentation and data shall also refer to such units of measure, unless otherwise agreed to by Covetrus.

12. Delivery of materials and services.

1. Supplier shall make delivery of Materials in accordance with Covetrus' delivery schedule and shall perform the Services within the time frame Covetrus specified, or as otherwise mutually agreed upon and duly confirmed in writing by the parties.
2. Time is of the essence. Supplier shall promptly notify Covetrus whenever it appears to Supplier that Supplier will not be able to deliver any part of the Materials specified or to perform any part of the Services on the date(s) specified. Covetrus, in addition to any other remedies available to it, may terminate the Purchase Order without any further liability. In such case, Supplier shall, at Supplier's expense, take all reasonable steps, including working extra hours or using alternate shipping methods to expedite delivery of any and all such Materials or the performance of such Services. Supplier shall also be fully responsible for expediting sub-suppliers and/or subcontractors. Supplier shall provide Covetrus periodic verified sub-supplier delivery information and/or subcontractor completion information, or authorize Covetrus to contact any sub-supplier and/or subcontractor directly for the same.
3. If Covetrus accepts short shipments or late deliveries of Materials, and/or if Covetrus permits Supplier to provide Services hereunder after the specified date, such acceptance or permission shall not constitute a waiver of any of Covetrus' rights.

13. Delivery/packaging procedure.

1. Supplier has agreed to the Covetrus Delivery Guidelines for Materials purchased hereunder.
2. Supplier shall use its own trucks, contract carriers and/or common carriers as agreed to by Covetrus.
3. Drivers and other delivery personnel are demonstrably GDP-trained and required to abide by Covetrus' safety regulations, GDP guidelines, confidentiality obligations and rules of conduct while on Covetrus' property, in addition to all rules and regulations imposed by law.
4. Supplier shall be responsible for proper packaging of all Materials to be delivered to Covetrus, in accordance with GDP guidelines as imbedded in the Covetrus Delivery Guidelines.
5. All Material packaging (boxes, bags, envelopes, etc.), loose pieces of material and packing lists shall be identified by Covetrus' Purchase Order/ number, and Covetrus' Purchase Order Line Item Number as well as Supplier's and/or Manufacturer's Part Number. Supplier agrees to include Covetrus' item description on all packing slips.

14. Returns/excess quantities.

1. Covetrus may, at its discretion, return any Materials for any reason whatsoever, if in same condition as received from Supplier, within thirty (30) days of receipt by Covetrus.
2. Supplier shall refund Covetrus for the purchase price of such returned Material.
3. Covetrus shall not be liable for payment for Materials delivered to Covetrus that are in excess of quantities specified on any Purchase Orders. Supplier agrees to accept for return, at its expense including transportation charges, excess Materials delivered to Covetrus, providing such merchandise is in same condition as received from Supplier.
4. If Supplier refuses the return thereof, the excess Materials shall be deemed abandoned by Supplier and Covetrus may dispose of the same without further liability to Supplier.

15. Subcontractors list.

1. Supplier's use of any subcontractors shall be subject to Covetrus' prior written approval, which may be given or withheld for any reason whatsoever. Supplier shall provide a list of the subcontractors (including appropriate contact information) to be used to perform any Services hereunder.

16. Certificates of analysis (COA) for raw material deliveries.

1. Supplier will provide Covetrus with a recent and representative COA for each Material purchased by Covetrus prior to shipment. A separate COA must be provided for each manufacturing lot.

17. Title to drawings and specifications.

1. Covetrus shall at all times have title to all drawings, specifications and other documents supplied or prepared by Covetrus and/or by Supplier in connection with the furnishing of Materials or Services hereunder.
2. Supplier shall hold in confidence and use the same only to the extent necessary in connection with the supply of Materials or Services to Covetrus and shall, upon Covetrus' request, promptly turn over to Covetrus all copies of the same.

18. Warranty, specifications and change.

1. Supplier hereby represents and warrants that:
 - a) it is legally authorized to sell and deliver the Materials and to perform the Services;
 - b) the Materials are merchantable and fit for the purpose contemplated by Covetrus;
 - c) the Materials are new and conform to all specifications, including performance specifications, required by Covetrus or stated by Supplier;
 - d) the Materials will be free from defective materials;
 - e) the use or sale of the Materials will not infringe any third-party patent or other intellectual property right provided,
 - f) the Materials will be produced, sold and delivered in compliance with all applicable national and European laws, rules and regulations,
 - g) Materials shall at all times comply with an agreed minimum shelf life, and
 - h) the Services provided will be performed in a good and workmanlike manner and in accordance with the best standards of practice, so that such finished Services will be complete, free from faults and defects and in conformity with the following (collectively, the "Standards"):
 - (i) all accepted standards and practices customarily provided by an experienced and professional organization rendering the same or similar Services;
 - (ii) any guaranty, specifications or standards provided to Supplier by Covetrus; and
 - (iii) all applicable laws and regulations.

In the event that Covetrus discovers that any of the Standards have not been met and the same is reported to Supplier by Covetrus, in writing, following the completion or termination of the Services, or any single project if the Services are provided on a continual basis, Supplier shall take such action, at its cost, as is necessary to meet the Standards.

2. The foregoing warranties shall not apply when the failure to meet the Standards is due to ordinary wear and tear.
3. Supplier, at its expense, will promptly correct any Materials and workmanship that do not comply with the requirements hereof and shall promptly repair or remove and replace any Materials or equipment not meeting specifications, whether incorporated in the work or not.

4. Supplier shall provide support to the Materials for a period of ten (10) years from the date the Material is removed from the list of available products, provided that such period shall in no case be longer than five (5) years following termination of the supply of the Materials or Services to Covetrus. The support shall be limited to making available spare parts for Material purchased by Covetrus, subject to a prior agreement between the parties on the terms and conditions for the purchase.
5. Supplier, its successors, assigns and legal representatives, shall indemnify, defend and hold harmless Covetrus, its affiliates, contractors, agents, resellers, and customers against all claims, suits, judgments, court costs, reasonable attorneys' fees and other liabilities, demands or losses in any manner arising out of any alleged infringement of any patent, copyright or trademark rights due to the possession, use or sale of the Materials or Services provided hereunder, provided that Covetrus shall notify Supplier as soon as reasonably possible after Covetrus receives notice of any such claim. Supplier may be represented in the defense thereof by counsel of its own selection and at its own expense.
6. Covetrus, its affiliates, contractors, agents, resellers, and customers shall have a free and unrestricted right and license to use Materials in any and all arts and under all patents in or under which Supplier may now or hereafter have an interest.
7. If Supplier makes a process or material change that could reasonably be expected to affect the form or function of the Materials or a change to the specifications thereto, geographic manufacturing site or product nomenclature, any such change shall be considered a Material Change. Supplier shall only make any such Material Change upon Covetrus' prior written approval.
8. In the event Covetrus determines, using its good faith judgment, that such Material Change renders the Materials incompatible for the use for which such Covetrus is purchasing the Materials, Covetrus shall provide written notice of such incompatibility to the Supplier.

19. Inspection.

1. Prior to shipment of any Material to Covetrus, Covetrus or its authorized representative may inspect and test any materials, and equipment used during the course of the manufacture or fabrication by Supplier and its sub-suppliers of any Materials to be sold hereunder.
2. In addition, Covetrus or its authorized representative may inspect any work provided by Supplier or its sub-suppliers in the performance of Services hereunder.
3. Such inspections shall not in any event constitute acceptance by Covetrus of such Materials or Services, or waiver by Covetrus of any of its legal or contractual rights or remedies. Materials purchased or Services provided hereunder are subject to inspection and approval at Covetrus' destination per section 17 herein.
4. Covetrus reserves the right to reject and refuse acceptance of Materials or Services not in conformance with any instructions, specifications, drawings and data or Supplier's warranties (express or implied). Payment for any Materials or Services shall not be deemed acceptance thereof and is without prejudice to any and all claims Covetrus may have against Supplier.

20. Termination for convenience.

1. Covetrus may, at any time, terminate any Purchase Order in whole or in part by written notice. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work.
2. Supplier shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

3. Supplier shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided.

21. Default/termination.

1. The following shall constitute a default hereunder:
 - a) the failure of either party to perform any of its obligations hereunder, which failure is not cured by the defaulting party within ten (10) days following a written notice to do so ("the Cure Period");
 - b) the filing by either party of voluntary petition or answer seeking any arrangement, composition, liquidation, or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors;
 - c) the adjudication of either party as a bankrupt or insolvent;
 - d) the making by either party of a general assignment for the benefit of creditor;
 - e) the admission by either party of its inability to pay its debts generally as they become due; or
 - f) the filing of a petition against a party seeking any arrangement, composition liquidation or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such petition is not dismissed or discharged within sixty (60) days of filing.
2. Upon the occurrence of a default hereunder and failure to cure during the Cure Period, the non-defaulting party may immediately terminate any Purchase Order by providing written notice thereof to the defaulting party. Such remedy of termination shall be in addition and without prejudice to any other rights or remedies, at law or in equity, which the non-defaulting party may otherwise have.

22. Safety and environmental requirements/compliance with laws.

1. Supplier shall ensure compliance by its employees, subcontractors and agents with all applicable (inter)national/European rules and regulations, including but not limited to those relating to health, safety, labor, GDP and environmental matters, as well as Covetrus' site policies and guidelines, in the performance of its obligations hereunder.
2. Supplier shall not supply any chemical substance, Materials or product not specifically included in the relevant safety data sheet or any similar material document provided to Covetrus, unless otherwise agreed upon in writing by Covetrus.
3. Supplier agrees that its employees, agents and contractors will handle the Materials in a safe and appropriate manner. Supplier will adequately train all of its employees, agents and contractors with respect to the use and handling of the Materials.

23. On site.

1. At all times that Supplier is at any facility of Covetrus and in addition to Supplier's own safety requirements, Supplier acknowledges and agrees to comply with Covetrus' safety requirements and shall ensure that all of Supplier's employees, subcontractors and agents doing work on the site are familiar with Covetrus' rules and requirements at any such facility and comply with them.
2. In addition to the safety and health provisions contained in Covetrus' policies and safety requirements, Supplier while performing the Services hereunder, shall abide by any and all of Supplier's, as well as EU-OSH's, safety and health rules and shall provide Covetrus with a copy of all

accident reports prepared by or submitted to Supplier, including but not limited to all EU-OSH illness and injury reports. Supplier hereby acknowledges and agrees that it and any of its subcontractors have read such rules and will abide by them.

3. All Services performed hereunder shall fully comply with all applicable governmental safety and health requirements.
4. Any equipment provided by Covetrus to Supplier for the benefit of Supplier's employees or those of its subcontractors shall be provided on an "as is" basis with no warranty of performance and at the sole risk and liability of Supplier to ensure that such equipment is fit for the use intended and in proper working order.
5. Supplier has a duty to inspect the equipment prior to use, and agrees to defend, indemnify, and hold harmless Covetrus from any and all claims, losses or expenses (including reasonable attorneys' fees) of Supplier, its subcontractors, and all of their respective employees arising out of the use of any equipment furnished by Covetrus or advice given by Covetrus relating to such equipment to the fullest extent allowed by law.
6. Supplier shall maintain a drug and alcohol-free work force at all times while on Covetrus premises.
7. Supplier shall perform the Services and supply the Materials in such a manner as to cause a minimum of interference with Covetrus' operations and the operations of other contractors on Covetrus' premises.
8. Upon completion of Services and provisions of Material, Supplier shall restore the premises to its original condition and leave said premises clean and free of all tools, equipment, waste materials, and rubbish.

24. Insurance.

1. Supplier, at its own expense, shall provide and maintain proper insurance (corporate and/or professional liability) in a form satisfactory to Covetrus. This shall at all times entail that the Materials are insured at their full purchase value until the moment of unloading at Covetrus' premises. If Services are provided, Supplier shall make sure that insurance covers all errors and omissions in the performance of such Services.
2. Supplier warrants that its insurers are accurately informed regarding its business activities and intend to cover these business exposures.
3. The insurance required under this section shall not limit Supplier's obligations of indemnification under this Purchase Order and shall apply, to the same extent, to all subcontractors used in the performance of the Services hereunder.

25. Remedies; general indemnity.

1. If any Materials or Services supplied hereunder do not conform to the specifications and warranties provided hereunder, then Supplier shall, at Covetrus' sole option, and in addition to any other remedies available to Covetrus hereunder, at law or in equity
 - a) rectify such non-conformity at Supplier's expense (including any necessary shipping costs);
 - or
 - b) allow full credit for such non-conforming goods (including shipping costs paid by Covetrus).
2. Supplier shall indemnify and hold Covetrus, its employees, agents, affiliates and customers harmless from and against any loss, liability, expense (including reasonable attorneys' fees) or other detriment of any kind arising out of or relating to
 - a) Supplier's supplying Covetrus with defective or non-conforming Materials or Services,
 - b) the performance or nonperformance by Supplier, its subcontractors or their respective employees, of its or their respective obligations hereunder or under any Purchase Order; or

- c) any default of Supplier or its subcontractors hereunder to which Covetrus may incur or be subjected by reason of any act or omission of Supplier or any of its subcontractors, employees, agents, invitees or licensees.
3. The foregoing indemnity includes, but is not limited to, reasonable attorneys' fees including fees for enforcement or collection of this indemnity. For the purposes of this section, any activities of Supplier, its subcontractors, licensees or invitees, or their respective employees, on or about Covetrus' premises shall be deemed to be in connection with the supply of Materials and Services hereunder, whether or not such activities are actually within the scope of their agency or employment.

26. Confidentiality/licensing.

1. The terms and condition hereof, including the Services provided, Materials covered, its specifications, the quantity of purchase, price and proprietary information of Covetrus, including but not limited to drawings, documents, electronic files and information relating to the production process and equipment (hereinafter "Information") shall be confidential.
2. Covetrus, at its discretion, may disclose such Information to Supplier upon and subject to the following terms and conditions. Except as hereinafter provided, Supplier shall
 - a) treat as confidential all Information which has been or is hereafter made available to Supplier directly or indirectly by Covetrus,
 - b) not disclose any such Information to any third parties; and
 - c) not use any Information other than for compliance with the terms of the Purchase Order.
3. The obligations imposed on Supplier by the preceding paragraph shall continue in full force and effect for a period of five (5) years following the completion or termination of any Purchase Order whichever occurs first; provided however, with respect to Information relating to trade secrets, such obligation shall survive any such completion or termination.
4. The obligations set forth in this section shall not, however, apply to any Information which
 - a) was known to Supplier prior to disclosure to Supplier by Covetrus as demonstrated by contemporaneous written records;
 - b) at the time of disclosure to Supplier is generally available or thereafter becomes available to the public by publication or otherwise through no act or failure to act by Supplier; (iii) is hereafter made available to Supplier from a third party who is in lawful possession of the information and who at the time has no obligation not to disclose it to Supplier; or (iv) to extent obligated by law to be disclosed but only if Supplier gives Covetrus written notice promptly after receipt of such notice and to afford Covetrus reason time to see appropriate protective order. On completion of the supply of the Materials or Services hereunder, or at any time upon the request of Covetrus, Supplier shall return to Covetrus all tangible materials containing Covetrus' Information that have been furnished to Supplier or its employees by Covetrus or that derive from the Information so provided, together with all copies thereof made by Supplier or its employees.

27. Force majeure.

1. Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by any event or occurrence beyond the reasonable control of the party and without its fault or negligence, as by way of example but not of limitation, acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars or court injunction or order.

2. During the period of such delay or failure to perform by Supplier, Supplier shall provide Covetrus with prompt written notice of such delay (including a description of the cause of the event or circumstance, an estimate of the duration of the delay and a statement regarding the remedial steps that are being undertaken to resume performance, Supplier's interim allocation plans, if any).
3. During such period, Covetrus, at its option, may purchase Materials and/or Services from other sources.
4. If the delay lasts more than thirty (30) days or Supplier does not provide adequate assurance that the delay will cease within thirty (30) days, Covetrus may immediately cancel any Purchase Order without further liability.

28. Notices.

1. Any notice to be given hereunder shall be deemed sufficiently served when reduced to writing and either hand delivered or sent by registered or certified mail or email, addressed to the recipient party at the address provided by such party.

29. Assignment.

1. Supplier shall not delegate, assign or otherwise dispose of an interest in or under any Purchase Order without the prior written consent of Covetrus.
2. For purposes of this provision, a change in control of Supplier, including but not limited to the disposition by Supplier of all or substantially all of its assets, shall constitute an assignment requiring the consent of Covetrus hereunder. Any attempted assignment or delegation in violation of this provision shall be null and void and at Covetrus' option, without prior written notice shall effect a cancellation of any Purchase Order and Covetrus' obligations hereunder.

30. Advertising.

1. Supplier shall not, without first obtaining the written consent of Covetrus, in any manner advertise or publish the fact the Supplier has contracted to furnish Covetrus the Materials and/or Services.

31. Amendments and modifications.

2. No change, modification, limitation, waiver, termination, rescission or discharge of any terms hereof shall be effective, and no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms hereof shall be binding, unless agreed to in writing, and signed by an authorized agent of each party.
3. Such amendments or modifications shall be in the form of a written supplement hereto and shall not be made or deemed made by email exchanges.
4. Not in limitation of the foregoing, in no event will the terms and conditions of Supplier's order acknowledgements, Supplier's standard terms and conditions, Supplier's proposal, or any other document or instrument sent by Supplier to Covetrus in connection with the purchase of Materials or Services hereunder act to amend or supplement the terms and conditions herein unless agreed to in writing by both parties as described above.

32. Miscellaneous.

1. No right or remedy hereunder or at law or in equity shall be deemed exclusive but shall be

- cumulative with all other rights, remedies or elections.
2. The validity, interpretation, and performance hereof shall be governed by the laws of the Netherlands without regard to its conflict of law rules and principles.
 3. The captions herein are for convenience only and are not intended to be used to interpret or define any part hereof. Except as otherwise provided herein, obligations set forth in Sections 18, 24, 25 and 26 shall survive the termination of any applicable Purchase Order, release or work order or Agreement.

33. Severability.

1. If any provision hereof is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and, to this end, the provisions hereof are declared to be severable, and the terms hereof shall be enforced to achieve, as closely as possible consistent with all applicable law, the spirit and intent of the invalid provision.

34. Independent contractor.

1. Supplier is and shall remain an independent contractor in the delivery of Materials and of the Services performed hereunder, and all persons employed by Supplier to perform work hereunder shall be and remain employees of Supplier subject to the supervision of Supplier's supervisory personnel.
2. It is expressly understood that Covetrus is interested only in the results obtained by Supplier, and neither Covetrus nor any supervisory employee of Covetrus shall have the right to direct or control the details or method of performance by Supplier's employees of any authorized work hereunder. Supplier shall deduct and pay and remain liable for the payment of all social security and employment taxes and contributions applicable to the wages and salaries of all persons employed by Supplier, including those furnished to Covetrus by Supplier hereunder.
3. In the event of any claim against Covetrus for payment of such taxes, Supplier shall defend such claim at its sole cost and expense and shall indemnify Covetrus and hold Covetrus harmless from and against any such taxes as well as for any claims, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Covetrus in connection therewith.

35. Conflict of interest.

1. Supplier warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value to or from any employee or agent of Covetrus or any third party in connection with the supply of Materials or Services to Covetrus and acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of Covetrus' corporate policy and may result in the cancellation of this and all future orders.
2. Supplier shall notify Covetrus' security department of any such solicitation by any of Covetrus' employees, agents or any third party.

36. Audit.

1. Covetrus may, upon its request, audit any and all records of Supplier relating to Material and/or

Services provided hereunder; provided, however, Supplier may exclude any trade secrets, formulas, or processes from such inspection. Supplier further agrees to maintain its books and records relating to Material and/or Services provided hereunder for a period of two (2) years from the date such Material and/or Services were provided and to make such books and records available to Covetrus at any time or times within the two year period.

37. Respect for human rights.

1. Supplier represents, warrants and agrees that it does not and shall not engage in any form of child labor, human trafficking, slavery or forced or compulsory labor. Supplier shall maintain all necessary documentation to demonstrate its compliance with the foregoing requirements and agrees that Covetrus may audit the operations of Supplier to ensure such compliance at any time upon reasonable notice to Supplier.
2. Upon request of Covetrus, Supplier shall certify that all Materials supplied to Covetrus comply with all applicable laws regarding slavery and human trafficking of the country or countries in which Covetrus does business.

38. Applicable law and dispute settlement.

1. All legal relationships to which Covetrus is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship is domiciled there.
2. The applicability of the Vienna Sales Convention is excluded.
3. The court in the place of business of Covetrus has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Covetrus has the right to submit the dispute to the competent court of the location of Other Party. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

V.1.0.2
MAR 2021