

**Zoetis Österreich GmbH**  
**GENERAL PURCHASE TERMS AND CONDITIONS**

**Buyer orders**

Zoetis Österreich GmbH (hereinafter called Buyer) orders are valid in writing only. Verbal orders (including follow-up orders) are not binding until confirmed in writing.

Buyer orders made in electronic form through the “ARIBA Buyer” system will automatically apply as binding orders for both parties without confirmation in writing being necessary.

**If there is a framework contract in place and/or if the order makes reference to an existing contract between Buyer and the supplier, the provisions of this Contract will also apply.**

**Supplier's acceptance of an order**

If an order is not confirmed in writing within 5 calendar days, this shall mean supplier's acceptance.

**Prices**

Order prices are binding and will apply including carriage to delivery address, packaging and excluding VAT unless otherwise stipulated in a separate deviating agreement. Additional costs in association with the order and/or delivery will be borne by the supplier unless otherwise agreed in writing.

**Packaging, damages**

Unless otherwise stipulated in an agreement in writing, packaging will be transferred into Buyer's ownership and is included in the purchase price. The seller is responsible for damage to goods caused due to deficient protection.

Each package must clearly indicate the purchase order number, goods description, article number and delivery quantity as well as requisite information pursuant to Austrian and European legal stipulations. Advertising materials (such as folders) must have Buyer's article number printed on it and/or the shipping carton.

Goods delivered on palettes will only be accepted by Buyer if they arrive on standard Euro-palettes (120 x 80cm). Gross load height (= including palette height) may not exceed 120 cm.

**Delivery and acceptance / Delivery deadline for goods; Late fulfilment and non-fulfilment**

All deliveries must be made with a delivery bill indicating the PO number and recipient. The supplier will be liable for the hazards and risks of transport and of any potential interim storage up to the time of delivery; the supplier must have goods insured accordingly.

A receiving employee's taking the delivery does not represent official acceptance on behalf of the company.

The supplier assumes a full guarantee for flawless quality in the goods delivered or orders executed. By accepting an order, the supplier expresses explicit agreement to – within 6 months of acceptance or execution and at Seller's own cost –, as selected by Buyer, either, with Buyer's consent, remediate deficiencies justifiably objected to by Buyer, or take deficient goods back in exchange for flawless ones, or in exchange for a credit note. The supplier shall take back goods rejected by Buyer or goods that exceed the order quantity at the supplier's own cost and assume the associated risk, even if they had already been warehoused. The delivery date we indicate or agreed is understood to be a firm deadline.

Partial deliveries are only permissible with prior written consent from Buyer. The delivery date applies to those goods to be delivered to the delivery address indicated on the purchase order. Non-delivery by the agreed deadline will reduce the purchase price without further action by Buyer by a flat damage compensation of 10% if the delay is more than 15 calendar days and Buyer accepts the delivery despite the firm deadline being missed. In the event of non-delivery, the non-performing supplier will pay damage compensation. This provision does not apply to cases in which there is a written agreement stipulating otherwise, or in cases of force majeure.

Buyer delivery receipt confirmation will always only apply on the condition that the supplier assumes liability for quality and quantity defects discovered within 6 months after that confirmation. We will not accept standard commercial deliveries with excess or short quantities of more than 5 percent unless otherwise stipulated in separate agreements.

### **Services**

The services ordered are realised at the location indicated on the purchase order under strict compliance with the defined schedule pursuant to the directions on the order form as well as in fulfilment of the strictest professional criteria. In the event of incomplete or partial non-fulfilment, and in the event of delayed completion of work, Buyer has the right to either terminate the contract immediately or to reject the portion of late services for which Buyer no longer has use due to the delay.

### **Invoicing**

Invoices must be issued under the name of the company to which the PO was issued (and not in the name of any potential sub-contractors) to

#### **Invoice recipient:**

Zoetis Österreich GmbH  
1210 Wien, Floridsdorfer Hauptstrasse 1  
c/o Zoetis  
PO Box no. 10386  
4 Dublin  
IRE

Unless otherwise stipulated in a deviating agreement, the invoice must indicate the Zoetis PO number and the purchaser's name along with a corresponding detailed description of goods and/or service. Invoicing for services is realised pursuant to the special modalities indicated on the order form. Invoices must indicate the Austrian VAT ID no. ATU67205179. When shipping goods from Austria to our German warehouse, the invoice must be issued as an inter-community delivery without sales tax. In this case, instead of our Austrian VAT ID no., our German VAT ID no. DE283892010 must be indicated.

### **Payment**

Payment is made 60 days after receiving the invoice unless otherwise stipulated in an agreement in writing. In order to guarantee timely processing and payment of your invoice, we ask that the PO NUMBER be indicated on all correspondence and invoices, credit notes and delivery bills! Invoices not indicating our PO number will be returned to you without exception and can not be paid!

**Information/documents/drawings/tools and copyright**

The copyright on all documents such as plans, sketches, calculations, etc., provided to the supplier will remain Buyer's property. The supplier will use such documents and all other information exclusively for the purpose of executing Zoetis Österreich GmbH orders. Without prior written consent from Zoetis Österreich GmbH the supplier is not authorised to copy, duplicate or in any way make these types of documents and information available to third parties who are not contracted by the supplier directly for executing work in association with the order.

**Secrecy**

The supplier or the service provider shall maintain secret to third parties all information and documents of which they gain knowledge in fulfilling the contract. This obligation has no time restrictions.

**Environmental protection**

The supplier will ensure the delivery complies with applicable legislation on environmental protection. In the event of infringement upon these types of provisions, Zoetis Österreich GmbH must be released from and indemnified for all claims made by third parties or agencies. In accepting the order, the supplier is bindingly declaring that the packaging of the goods they are delivering has already been fully exempted pursuant to Packaging Ordinance 1996, Federal Law Gazette 658/1996, in its most current version.

**Supplier GTCs** Contract terms and conditions or miscellaneous supplier GTCs will not be recognised; in accepting the order, the supplier is expressly waiving their terms and conditions and recognising our purchase terms and conditions as legally binding. In no case will there be a need for express non-acceptance from us. Any side agreements deviating from these terms and conditions will apply to the respective contract only and will only be valid if they have been expressly confirmed by us in writing.

**Applicable law - Jurisdiction**

Legal disputes are subject to Austrian law, with the competent courts in Vienna. The terms and conditions of the UN Sales Convention are mutually excluded.

**Validity**

These purchase terms and conditions apply as of 18/02/2013.