

FORUM ANIMAL HEALTH LIMITED AND SUBSIDIARIES HEREINAFTER “FORUM”

SALES CONTRACT TERMS & CONDITIONS – July 2016 Edition

These sales, delivery and payment conditions shall apply to all Forum quotations, all orders given to us and all contracts concluded with us unless both parties explicitly declare in writing that the conditions are not applicable to the contractual relationship. Amendments may be made only with the agreement of both parties in writing.

Any references made to the customer's own conditions shall not incorporate such conditions into any contract. Undertakings given by Forum verbally are not binding until Forum confirms such undertakings in writing.

1. Definitions:

'Buyer' means the purchaser of the goods.

'Contract' means the contract for the sale and purchase of the Goods.

'Goods' means the goods (including any installment of the goods or any parts of them) which the Seller is to supply in accordance with these conditions.

'Seller' means Forum Animal Health Limited.

'Certificate of Analysis' means the certificate produced by the manufacturer in respect of the Goods which demonstrates that the goods comply with the specification at the time of manufacturing.

'Specification' means the Specification of Goods referred to in the Seller's offer or acceptance and which has been agreed between Buyer and Seller.

2. Seller's acceptance of Buyer's order for the sale of Goods will be subject to the terms and conditions set out herein. Seller is unable to accept any alteration to its terms and conditions unless the same is authorised in writing and signed by a director or the company secretary of Seller. Any terms and conditions in Buyer's purchase order, not otherwise agreed and inconsistent with Seller's terms and conditions shall not form part of Seller's acceptance of Buyer's order.

3. Save as otherwise provided in these conditions they shall have effect and trade terms shall be interpreted in accordance with Incoterms latest edition (International rules for the interpretation of trade terms of the International Chamber of Commerce).

4. Seller may increase the price or change the freight charge or terms of payment at any time upon not less than ten (10) days' prior written notice. Prior to the effective date of such increase or change Buyer may give written notice cancelling this contract or may give written notice objecting to such increase or change. If Buyer so objects Seller may elect to continue to supply Buyer at the price, freight charge or terms of payment existing at the time of the announced increase or change or, if unwilling to do so, may cancel this contract upon written notice. Buyer's failure to make written objection prior to the effective date of such increase or change shall be considered acceptance thereof.

5. (a) Subject to condition 4 above or as otherwise agreed and notwithstanding the provisions of condition 8 hereof the date for payment of seller by buyer shall be thirty days from the date of invoice. The time of payment of the price shall be of the essence of the contract.

(b) If Buyer shall fail to pay by the due date any sum due to Seller Buyer shall pay Seller upon demand all Sellers costs and expenses including legal fees and currency exchange losses in the collection of the overdue sum and Buyer shall pay upon demand interest to Seller at 4% above the base lending rate of HSBC Bank plc on a day to day basis on all overdue sums in respect of the period from the date when payment is due to the date when Seller receives payment.

6. If the price, freight charge or terms of payment herein or any price increase or change in freight charge or terms of payment hereunder or Seller's ability to make any such increase or change, should be altered or prohibited by reason of any law, government decree, order or regulations, Seller may cancel this contract upon written notice.

7. (a) Dates of delivery remain estimates and shall not constitute a condition of purchase and/or warranty unless by written agreement to the contrary. Seller does not accept liability for any default in delivery save where the same has been shown to be the result of the willfulness of Seller, its servants or agents acting in the course of their duties.

(b) Delivery of the Goods shall be deemed to take place:-

(i) Where Seller undertakes delivery of the Goods when the Goods shall be loaded off Seller's carriage, ship or other transport at the station, port; or address specified by Buyer;

(ii) where Buyer undertakes delivery of the Goods, when the Goods are loaded on Buyer's carriage, or other transport.

(c) Upon delivery the Goods shall be at Buyer's risk.

8. (a) Notwithstanding risk in the Goods passing in accordance with condition 8(c) title in the Goods shall not pass to Buyer until whichever shall be the first to occur of the following:-

(i) Payment being received in full by Seller for the Goods and no other amounts then being outstanding from Buyer to Seller in respect of other goods supplied by Seller;

(ii) Buyer selling the Goods in accordance with the provisions of these conditions in which case title to the goods shall be deemed to have passed to Buyer immediately prior to delivery of the Goods to Buyer's customer;

(iii) Seller waiving its rights under this condition 8 in respect of specified Goods whereupon title to such goods shall forthwith vest in Buyer.

(b) Buyer is licensed by Seller to use or to agree to sell the Goods delivered to Buyer subject to the express condition that the entire proceeds of any sale are held in trust for Seller and are not mixed with other monies or paid into any overdrawn bank account and shall at all times be identifiable as Seller's monies.

(c) Until title to the Goods passes:

(i) Buyer will hold the Goods as fiduciary agent and bailee for Seller;

(ii) the Goods shall, subject to condition 8(b), be kept separate and distinct from all other property of Buyer and of third parties and in good condition and kept insured against all risks for their full price from date of delivery. Furthermore the Buyer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and Goods should be stored in such a way as to be clearly identifiable as belonging to Seller;

(iii) Seller may at any time revoke the power of sale and use contained in condition 8(b) by notice to Buyer if Buyer is in default for longer than seven (7) days in the payment of any sum whatsoever due to Seller (whether in respect of the Goods; or any other goods supplied at any time by it to Buyer) or if Seller has bona fide doubts as to the solvency of Buyer;

(iv) Buyer's power of sale and use contained in condition 8(b) shall automatically

cease if Buyer has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver or administrator appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law

(v) Buyer should notify the Seller if it becomes subject to any of the events listed as per 8(c)(iv).

(vi) upon determination of Buyer's power of sale and use pursuant to conditions 8(c)(iii) or 8(c)(iv) Buyer shall place any of the Goods in its possession or under its control and unsold at the disposal of Seller and Seller shall be entitled to enter upon any premises of Buyer for the purpose of removing such Goods;

(vii) upon the removal by Seller of any Goods from Buyer's premises or otherwise pursuant to this condition 8 Seller may at its discretion issue a credit note to Buyer for the invoice value of such Goods in whole or in part in which event Buyer shall issue to Seller a written acceptance of such credit note and hereby appoints Seller its Attorney to do so on its behalf.

(d) Seller shall at any time be entitled to appropriate any payment made by Buyer in respect of any Goods in settlement of such invoices or accounts in respect of any Goods delivered by Seller as Seller may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by Buyer.

9. (a) Seller warrants that the Goods sold will meet Specification and when supplied will be of satisfactory quality. Any other condition or warranty as to the quality of the Goods or fitness for any particular purpose or under statute or otherwise is hereby excluded to the fullest extent permitted by law.

(b) On delivery Buyer shall sign a delivery acknowledgement form acknowledging receipt of the Goods. Where Buyer has not examined the Goods prior to signature of the delivery acknowledgement form it shall have 5 working days in which to examine the Goods and notify Seller of acceptance of them.

Thereafter acceptance shall be deemed to have taken place. Notwithstanding any other provisions herein contained Seller shall, at its option, not be liable for any latent defects to the Goods or their packaging or similar or for shortages unless the same are noted on the delivery acknowledgement form where the Goods have been examined prior to the signature of the delivery acknowledgement form or notified in writing to Seller within the reasonable period aforesaid.

(c) While Seller warrants that the Goods supplied will be within Specification and of satisfactory quality it is not in a position to test products which it supplies. While Seller does check the Certificate of Analysis of all Goods against the Specifications to ensure compliance with the same, the Buyer accepts that the Seller does not open the packaging of the Goods and inspect them prior to despatch to the Buyer.

10. If Buyer fails to perform any of the terms of this Contract when due, Seller may, at its option, decline to make further deliveries against this Contract except for cash, or may defer further deliveries until such default is made good, or may treat such default as final refusal to accept further deliveries hereunder and cancel this Contract.

11. Many chemicals are potentially dangerous and should only be used or handled with appropriate care. Buyer has the responsibility to ensure that markings and instructions required under Health and Safety Regulations and all other statutes are maintained on Goods and packages, and are followed and transferred in the event that Buyer re-packs the Goods.

12. Seller shall be relieved of all liabilities to Buyer in the event that the performance by Seller of this contract or part thereof or any obligation herein contained is delayed and/or prevented and/or otherwise not complied with by reason of or in consequence of any matter not entirely within the control of Seller.

13. (a) In the event of a breach of contract by Seller or of the supply of defective Goods by Seller, which is shown to have caused either direct or indirect loss or damage. Seller shall not be liable to Buyer for loss of production or profit nor of any contract that may be suffered by Buyer and in no event shall Seller be liable for any consequential loss suffered by Buyer. The entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

(b) Condition 13(a) shall not apply in the case of death or personal injury caused by Seller's negligence or liability for defective products under the Consumer Protection Act 1987 arising out of or in connection with the supply of Goods or their use of resale by the Buyer.

14. Seller does not warrant that the Goods are free of infringement of any patents of any country, nor that use of such Goods in any country is free from infringement.

15. This contract is not transferable nor assignable by Buyer.

16. Failure of either party to exercise any of their rights under this contract upon any occasion shall not waive either party's right to exercise the same on another occasion.

17. This contract shall be subject to and interpreted in accordance with the Laws of England.

18. Data relating to individuals is subject to the Data Protection Act 1998. By applying for or accepting a credit facility Buyer agrees that Seller may process data relating to the proprietor(s) or principal directors in order to establish a credit limit. From time to time Seller may make a search with one or more credit reference agencies that will provide Seller with credit history and an assessment of credit worthiness and will keep a record of that search and will share that information with other businesses. Seller will also monitor and record information relating to Buyer's trade performance. Such records may be made available to credit reference agencies, who will share that information with other businesses for fraud prevention purposes and when assessing applications for credit.

19. Where delivery is to be made by installments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by the seller in respect of any one delivery shall not entitle the buyer to repudiate the contract or any installments remaining to be delivered there under.

22.07.2016