

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## Article 1 SCOPE

These general terms and conditions of purchase (the "GCP") shall apply, without distinction, to the supply of products and goods of any kind and/or the performance of one or more services of any kind, together with any related documentation, including, where applicable, the specifications (collectively, the "Supplies"), by any supplier or service provider (the "Supplier") for the benefit of VETOQUINOL S.A. ("Vetoquinol"). The GCP constitute the contractual framework applicable to any order for Supplies placed by Vetoquinol (the "Order"). Any acceptance of a Purchase Order by the Supplier, in whatever form, shall constitute acknowledgment and unconditional acceptance of GCP. In the event of any inconsistency between the GCP and any document issued by the Supplier, the provisions of the GCP shall prevail, unless otherwise expressly negotiated and accepted in writing by Vetoquinol. The GCP shall apply without prejudice to any derogating terms negotiated and expressly accepted by the Parties (the "Special Terms and Conditions of Purchase" or "SCP"), whether under an agreement or stated on the Purchase Order itself, in which case such SCP shall prevail over the GCP. Vetoquinol and the Supplier are hereinafter referred to jointly as the "Parties" and individually as a "Party."

## Article 2 ORDER

**2.1 Acceptance.** The Supplier, as a qualified professional possessing specific skills and expertise, shall be deemed to have duly assessed all the conditions of the Order and to have fully taken into account their nature, significance, and specific features before performing the Order. Accordingly, prior to accepting any Order, the Supplier shall ensure that it is in possession of these GCP and all applicable contractual documentation expressly referred to in the Order. The Order transmitted by Vetoquinol to the Supplier, together with the GCP, shall be deemed accepted by the Supplier on the earliest of the following dates:

- (i) upon the Supplier's express acceptance of the Order;
- (ii) failing any written and substantiated objection sent to Vetoquinol within eight (8) business days from the date the Order was transmitted, in which case the Supplier shall be deemed to have accepted the Order and the GCP without reservation;
- (iii) upon commencement of performance of the Order by the Supplier (preparation, shipment, invoicing, etc.), which shall constitute irrevocable acceptance of the Order and the GCP, even in the event of any subsequent objection; or
- (iv) upon collection, in whole or in part, of any advance payment made by Vetoquinol.

Acceptance of the Order in the manner prescribed herein shall cancel and supersede all prior communications and agreements between the Parties.

**2.2 Performance.** Following the effective date of the Order, the Supplier shall discharge its obligations in the most competent, careful, and diligent manner, using all efforts required, acting in good faith, and performing the Order professionally in accordance with industry standards, best practices, and the highest quality standards recognized for the type of work entrusted to it. The Supplier undertakes to maintain in force all authorizations, licenses, and permits required for it to manufacture and sell the Supplies in compliance with all applicable laws.

**2.3 Modification.** Any amendment, addition, or substitution to the terms of the Order proposed by the Supplier after acceptance thereof and prior to receipt of the Supplies shall be null and unenforceable against Vetoquinol unless expressly agreed to by Vetoquinol in writing. No performance, even partial performance, may be undertaken on the basis of any such unapproved amendment, and the Supplier shall bear sole responsibility for the consequences of any performance commenced without Vetoquinol's prior written authorization.

**2.4 Termination.** In the event Party breaches any of its contractual obligations, the other Party may terminate the Order as of right for default fifteen (15) days after sending the defaulting Party a formal notice by registered letter with acknowledgment of receipt that has remained without effect. Such termination shall be without prejudice to any other rights or remedies available to the non-defaulting Party. If the Order is terminated by Vetoquinol due to the Supplier's breach of its obligations, the Supplier undertakes to cease immediately any expenditure commitments related to the Order. Where applicable, the Supplier shall reimburse Vetoquinol for any advance payment received in respect of the unperformed portion of the Order, together with any non-compliant Supplies delivered.

**2.5 Termination due to force majeure.** In the event of occurrence of a force majeure event as defined in Article 1218 of the French Civil Code, the affected Party shall immediately inform the other Party in writing and, within ten (10) business days of its occurrence, submit a mitigation action plan together with all supporting documents evidencing the force majeure event. The Parties undertake to consult without delay and to use their best efforts to mitigate the effects of the force majeure event on performance of the Order. At Vetoquinol's discretion, the Supplies affected by the force majeure event may be removed from the Order, without incurring Vetoquinol's liability or entitling the Supplier to any compensation or reimbursement. Each Party shall bear its own costs and expenses related to the management of the force majeure event.

## Article 3 PRICE

**3.1** The price stated on the Order is firm, final, and non-revisable. This price, expressed exclusive of taxes, includes all costs, charges, and expenses necessary for proper performance of the Order, including those related to the transfer of all intellectual property rights as defined in Article 10.

**3.2** The Supplier confirms that the price is fair, reasonable, and negotiated in good faith between the Parties in light of the Supplier's obligations under the Order.

## Article 4 INVOICING - PAYMENTS

**4.1** Until August 31, 2026, invoices shall be sent electronically to the following address: [comptavsa@vetoquinol.com](mailto:comptavsa@vetoquinol.com) and must include all mandatory information required in particular under Article L.441-9 of the French Commercial Code and Article 242 nonies A of Annex II to the French General Tax Code.

Any omission or inaccuracy identified by Vetoquinol on an invoice shall result in its automatic rejection. As from September 1, 2026, or September 1, 2027, depending on the category to which the Supplier belongs, any Supplier subject to VAT in France or having a permanent establishment in France participating in the transaction shall submit electronic invoices through a State-approved platform. Any invoice submitted in a format that does not comply with applicable legal requirements or the provisions of this clause may be rejected, without such rejection constituting any delay or default attributable to Vetoquinol.

**4.2** Subject to the Supplier's full performance of its contractual obligations and receipt by Vetoquinol of the corresponding invoice within five (5) business days following its issuance, invoices shall be paid by bank transfer within sixty (60) days from the invoice issue date. Unless otherwise specifically agreed between the Parties, the invoice issue date shall correspond to the date title to the Supplies passes, as defined in the applicable Incoterm. Payment shall be made by bank transfer.

**4.3** In the event of late payment, late-payment penalties calculated at a rate equal to three (3) times the statutory interest rate shall be payable automatically and as of right, together with a fixed recovery indemnity of forty euros (€40), in accordance with Article L.441-10 II of the French Commercial Code.

**4.4** Unless otherwise agreed by the Parties, any advance or partial invoicing may be refused by Vetoquinol. In such event, the invoice shall be deemed null and void.

**4.5** Payment by Vetoquinol shall not be deemed to constitute final acceptance of the relevant Supplies and shall not release the Supplier from its obligations under the Order.

## Article 5 DELIVERY

**5.1** The Supplier shall deliver the Supplies in accordance with the specifications described therein; unless otherwise agreed in writing, Vetoquinol does not accept any tolerance on ordered quantities.

**5.2** The Supplier shall issue a delivery note containing all necessary information necessary to identify the Supplies and enable their receipt. The Supplier undertakes to inform Vetoquinol in writing as soon as it becomes aware of any foreseeable delay in performance of the Order. Delivery shall be accompanied by all required technical documents. Delivery shall be deemed completed when all Supplies required by Vetoquinol under the Order have been received by Vetoquinol.

**5.3** Vetoquinol may request the Supplier, in writing and up to thirty (30) days before the initially agreed delivery date, to postpone delivery. In such event, the Supplier shall store the Supplies free of charge for a maximum period of ninety (90) consecutive calendar days. The contractual deadlines shall be extended accordingly. During such storage period, the Supplier undertakes to procure, at its own expense, the insurance policies necessary to cover the replacement value of the Supplies in the event of damage.

**5.4 Incoterm.** The Incoterms define the Parties' respective obligations, cost allocation, and place of delivery. Delivery shall follow the Incoterm stated in the Order: (i) DAP – Delivered at Place; (ii) FCA – Free Carrier; (iii) CPT – Carriage Paid To.

In the absence of specification, delivery shall be DAP.

**5.5 Transport conditions** Supplies shall be transported and stored in accordance with Vetoquinol's instructions, European legislation, applicable safety standards, ADR regulations, and conditions appropriate to the nature of the Supplies.

**5.6 Acceptance.** Delivery must strictly comply in quality and quantity with the Order in order to permit acceptance. Unless otherwise agreed in writing, acceptance shall occur on a business day during the receiving site's operational hours. Failure by the Supplier to comply with its obligations under the Order and/or the GCP may justify refusal of the Supplies.

If goods are damaged during transport or unloading, Vetoquinol reserves the right to refuse them. Pending final acceptance, the Supplies shall be deemed undelivered and may incur delay penalties under Article 6.

## Article 6 COMPLIANCE WITH DEADLINES AND PENALTIES

**6.1** The Supplier is informed that compliance with deadlines is an essential condition for Vetoquinol and a substantial obligation of the Supplier, who acknowledges its critical importance to Vetoquinol's industrial and commercial commitments to its clients. The Supplier shall immediately notify Vetoquinol of any delay and inform Vetoquinol of mitigation measures where applicable.

**6.2** In the event of a delivery delay beyond the delivery date stated in the Order and duly accepted by the Supplier, Vetoquinol shall apply late-delivery penalties in an amount equal to one percent (1%) of the Order price exclusive of taxes per day of delay, capped at twenty percent (20%) of the total Order amount exclusive of taxes. The late-delivery penalty shall apply automatically and as of right on the first day following expiration of the relevant contractual deadline, without prejudice to any damages or remedies to which Vetoquinol may be entitled under the Order or applicable law.

**6.3** Payment of penalties by the Supplier shall not release the Supplier from its obligations under the Order. Late-delivery penalties shall first be paid by deduction from any sums owed by Vetoquinol to the Supplier, and the Supplier shall issue a corresponding credit note.

**6.4** In the event of a delivery delay exceeding fifteen (15) business days, Vetoquinol reserves the right to cancel immediately, as of right and without any particular formality, the unperformed portion of the Order.

## Article 7 TRANSFER OF RISK AND TITLE

**7.1** Unless otherwise agreed in writing, risk shall transfer in accordance with the Incoterm agreed between the Parties pursuant to Article 5.4. Title shall transfer upon delivery of the Supplies by the Supplier to Vetoquinol. The Supplier expressly waives any retention-of-title right over the delivered Supplies, unless previously agreed in writing by Vetoquinol.

**7.2** The Supplier represents that the Supplies shall be free and clear of any lien, claim, or other encumbrance.

## Article 8 LIABILITY

**8.1** The Supplier shall be liable, both on its own behalf and on behalf of any subcontractors, for any failure in the performance of the Purchase Order and for any bodily injury, property damage, or non-physical damage, whether consequential or non-consequential, resulting from any fault, breach, non-performance, or improper performance of the obligations incumbent upon it. The Supplier shall indemnify and hold Vetoquinol harmless against any and all recourse, claims, or proceedings that may be brought by its personnel, any subcontractor, or any third party.

**8.2 Sub-contracting.** The Supplier acknowledges that it has been selected by Vetoquinol in consideration of its expertise and skills. Accordingly, the Supplier may not assign or transfer all or part of its rights and obligations under the Order without Vetoquinol's prior written consent. In the event of a breach of this Article, Vetoquinol reserves the right to cancel the Supplier's Order immediately and without prior notice.

**8.3 On-Site Work.** In the event of work or delivery on a Vetoquinol site, the Supplier undertakes to comply, and to ensure compliance by its employees and personnel whether employees or otherwise, with all health, safety, and environmental rules in force at the relevant Vetoquinol site.

## Article 9 INSURANCE

**9.1** The Supplier states that it holds, and undertakes to maintain at its own expense throughout the term of the Order, the insurance policies necessary to cover all financial consequences of liabilities that may arise from or be related to performance of the Order, in particular in the event of injury, damage, or loss caused to Vetoquinol, its personnel, or its representatives. The Supplier further undertakes to ensure that any person acting on its behalf in the performance of the Order is covered by adequate insurance policies covering the financial consequences of damage that may result from such person's involvement. In all circumstances, the Supplier shall remain fully liable for the acts and omissions of such persons.

**9.2** The Supplier undertakes to ensure that such insurance is placed with a first-rank insurance company. Upon Vetoquinol's request, the Supplier undertakes to provide without delay a certificate from the insurer evidencing said insurance coverage and payment of the premiums.

## Article 10 INTELLECTUAL PROPERTY

**10.1** Each Party shall retain exclusive ownership of its intellectual property rights, as well as its know-how, knowledge, information, and tools (the "Pre-Existing Intellectual Property Rights" or "Pre-Existing IPR") that it owns as of the date of issuance of the Order. The Parties undertake not to infringe, directly or indirectly, the other Party's Pre-Existing IPR and to use them solely for the purposes of the Order.

**10.2** The Supplier warrants that it holds all ownership or usage rights necessary for performance of the Order. The Supplier shall bear all injuries, losses, damages, actions, fees, expenses, costs, and attorneys' fees that may be incurred by Vetoquinol in connection with any action brought by a third party alleging that any element supplied by the Supplier under the Order constitute an infringement or any other violation of such third party's intellectual property rights.

**10.3** All reports, specifications, drawings, documents, plans, diagrams, software, and other items provided by Vetoquinol to the Supplier in connection with an Order shall remain Vetoquinol's exclusive property. They shall be used by the Supplier solely for the purpose of performing the Purchase Order and shall be returned to Vetoquinol immediately upon completion or termination thereof, or destroyed where applicable, in which case the Supplier shall inform Vetoquinol accordingly.

**10.4** The Supplier hereby assigns to Vetoquinol, on a worldwide basis, all intellectual property rights attached to the deliverables and results produced in connection with performance of the Order, including, without limitation, products, reports, models, drawings, logos, mock-ups, plans, diagrams, prototypes, tooling, formulas, and any other type of information, in whatever form, developed by the Supplier for the purposes of performing the Order, as and when created (the "Deliverables"). The Supplier assigns to Vetoquinol all intellectual property rights attached to the Deliverables, including the rights to use, reproduce, modify, represent, and exploit them for any purpose intended by Vetoquinol, on any medium and by any means now known or unknown, whether current or future, for the full term of protection of the relevant intellectual property rights and worldwide.

**10.5** The grant and assignment of the intellectual property rights described above are included in the Order price paid to the Supplier. The Supplier shall not be entitled to claim any additional amount on this basis.

## Article 11 WARRANTY

**11.1** The Supplier warrants that the products delivered are free from latent defects, comply with applicable regulations, good industry practice, state-of-the-art, normal use, reliability, and do not endanger human health or animal welfare (the "Warranty").

**11.2** The Supplier grants Vetoquinol a Warranty period of twenty-four (24) months.

**11.3** Should any Supplies prove defective or non-compliant with the Order, Vetoquinol shall notify the Supplier in writing of the defect or non-compliance after discovery of the apparent defect or latent defect. The Supplier undertakes to take back immediately the defective or non-compliant Supplies and to replace them as promptly as possible, at its own expense, within a period agreed between the Parties. Vetoquinol may, where appropriate, accept the non-compliant Supplies in their existing condition subject to a price reduction, or remedy the compliance itself, or have a third-party remedy, the non-compliance at the Supplier's cost and risk.

## Article 12 CONFIDENTIALITY

**12.1** Each Party shall keep confidential all documents and information disclosed during negotiation and performance of the Order, regardless of nature, form, or transmission method.

**12.2** Information that is in the public domain at the time it is disclosed, or that subsequently enters the public domain through no fault of either Party, shall not be considered confidential.

**12.3** Unless otherwise provided in the Order or in a specific confidentiality agreement between the Parties, the Parties undertake to:

- (i) use confidential information solely for the purposes of the Order;

(ii) disclose confidential information only to those members of their personnel who need to know it for the negotiation and performance of the Order;

(iii) not disclose confidential information to any third party without the other Party's prior written consent; and

(iv) implement measures which, taken as a whole, are no less protective than those they use to protect the confidentiality of their own confidential information;

## Article 13 COMPLIANCE AND ETHICS

**13.1** The Supplier acknowledges having reviewed, adhering to, and undertaking to comply with Vetoquinol's commitments and requirements regarding ethics and environmental and social responsibility, as set forth in its Responsible Purchasing Charter, Anti-Corruption Code of Conduct, Code of Ethics, and Gift Policy, all available on Vetoquinol's website: (<https://www.vetoquinol.com>).

**13.2 Economic Dependence.** The Parties agree that economic independence is essential in order to maintain balanced relations between them. The Supplier shall immediately inform Vetoquinol if its economic independence is at risk.

**13.3** Any breach by the Supplier of compliance, ethics, or this Article 13 shall constitute a material contractual breach entitling Vetoquinol to suspend and/or terminate the Order immediately, at the Supplier's exclusive fault, without any right to compensation for the Supplier and without prejudice to any damages that Vetoquinol may claim.

## Article 14 PERSONAL DATA PROTECTION

**14.1** In accordance with the provisions of French Law No. 78-17 of January 6, 1978, as amended, and Regulation (EU) 2016/679 on data protection (the "GDPR"), the personal data (the "Data") collected by the Parties are necessary for management of the Order, performance of the contract, and, where applicable, the commercial relationship.

**14.2** Each Party shall at all times have the right of access, rectification, erasure, restriction of processing, objection, and portability with respect to the Data concerning it. As regards Vetoquinol, the Supplier may exercise such rights at the following address: [dpod@vetoquinol.com](mailto:dpod@vetoquinol.com).

**14.3** The Data shall be retained for the period necessary for the pursued purpose and in accordance with applicable legal obligations. In the event of any difficulty relating to the processing of its Data, the Supplier may lodge a complaint with the French data protection authority (CNIL).

**14.4** Where, for the purposes of performing the Order, the Supplier is required to process Data on behalf of Vetoquinol, it shall act exclusively as a processor within the meaning of the GDPR.

In this respect, the Supplier undertakes to:

- process the Data only on Vetoquinol's documented instructions;
- implement appropriate technical and organizational measures to ensure the security and confidentiality of the Data;
- not appoint another processor without Vetoquinol's prior written authorization;
- return or delete the Data upon completion of the Order, unless retention is required by law.

## Article 15 GOVERNING LAW AND JURISDICTION

**15.1** This Order and all matters relating to it or arising out of it shall be governed by French law.

**15.2** The Parties expressly agree to exclude the application of the Vienna Convention of April 11, 1980 on Contracts for the International Sale of Goods. No account shall be taken of principles of private international law relating to conflicts of laws.

**15.3** Failing amicable resolution of any dispute between the Supplier and Vetoquinol, the Parties hereby submit to the exclusive jurisdiction of the Commercial Court of Vesoul (France), it being understood that the Parties shall at all times remain free to resort to mediation before commencing litigation.

## Article 16 MISCELLANEOUS

**16.1** Any failure or delay by Vetoquinol in exercising its rights shall in no event be construed as a waiver of such rights, nor shall it release the Supplier from any of its obligations under the Order.

**16.2** The Supplier has not created, and undertakes not to create, any lien or other security interest over Vetoquinol's assets, nor to do anything likely to create the same.

**16.3** The Parties agree that no provision of any Order obligates Vetoquinol to place future orders with the Supplier. In addition, an Order is not intended to establish a partnership or joint venture between the Parties, appoint either Party as agent of the other, or authorize either Party to bind the other.

**16.4** At Vetoquinol's request and in accordance with the STC, where applicable, the Supplier shall be required to provide, at its own expense, any combination of parent company guarantee, bank guarantee, or other financial security.

**16.5** The Parties undertake to bear all risks related to any change in circumstances unforeseeable at the time the Order was placed and expressly waive any rights arising from unforeseeable changes in circumstances as referred to in Article 1195 of the French Civil Code. No termination or renegotiation of the Order may be claimed on such basis.

**16.6** Any claim for damages, extension of time, or additional payment under the Order (a "Claim") shall be notified and duly substantiated by the Supplier within ten (10) business days following the occurrence of the event giving rise to such Claim. Failing future orders with the Supplier. In addition, an Order is not intended to establish a partnership or joint venture between the Parties, appoint either Party as agent of the other, or authorize either Party to bind the other. The Claim shall be time-barred, and the Supplier shall not be entitled to any compensation, remedy, or otherwise under the Order or applicable law. Claims or disputes shall have no effect on the continued performance of the Order.