

AFRIVET GROUP

General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase (“Conditions”) shall in all respects govern the purchase of any goods by any member of the Afrivet Group from a third party seller (“Seller”). Accordingly, and notwithstanding anything to the contrary in a Seller’s order confirmation, or in the Seller’s own standard terms and conditions of sale and purchase and/or in any other contract, agreement or understanding between the Parties, these Conditions shall exclusively regulate the purchase of any goods by the Afrivet Group from the Seller in all respects and shall take precedence over any contractual provisions proffered by Seller, including but not limited to terms contained in any order, acknowledgement or specification.

- Terms:** The “**Afrivet Group**” shall refer to Afrivet Southern Africa Proprietary Limited and/or any of its affiliates who places an order with a Seller pursuant to these Conditions, shall be a “**Buyer**” for purposes of these Conditions. Buyer shall purchase any articles, things, materials, goods and services (“**Goods**”) hereunder and Seller shall sell the Goods on the terms and subject to these Conditions. No variation or addition to these Conditions shall be valid unless agreed in writing and signed for and on behalf of a duly authorised representative of the Buyer. Seller acknowledges that these Conditions shall prevail over any qualification or condition purported to be imposed by Seller and any previous course of dealing between Buyer and Seller. Buyer shall not be bound by and does not agree to any contractual provisions proffered by Seller save to the extent, if any, agreed to in writing by Buyer. Seller agrees that no action taken by Buyer shall be interpreted as Buyer accepting any contractual provisions proffered by Seller.
- Purchase Orders:** Buyer shall place all orders for Goods in terms of a written purchase order (“**Purchase Order**”). Buyer shall not be liable for any Purchase Orders other than those issued or confirmed on Buyer’s official printed order forms duly signed on Buyer’s behalf by an authorised signatory, and any extensions or amendments thereto shall only be binding on Buyer if issued on the like forms and duly signed by an authorised signatory on Buyer’s behalf.
- Packing and Shipping:** All Goods that are the subject of this Purchase Order should be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet carrier’s requirements. No charges will be allowed for packing, crating or cartage, unless stated in this Purchase Order. Each container must be marked to show quantity, Buyer’s Purchase Order number and date, any of the Buyer’s product numbers and product type, contents, any special handling and other requests and shipper’s name. A packing list showing this information shall be included in each package. Seller shall prepay all shipping/transport charges, FOB (Incoterms 2020) destination (per Purchase Order), unless otherwise specified and agreed in writing by Buyer. If shipment is made by a firm other than Seller, all correspondence and package identification must clearly show Buyer’s Purchase Order number and Seller’s company name.
- Special Shipping Instructions:** When the carrier or routing is specified, failure to follow Buyer’s instructions may result in a cancellation of this Purchase Order with the Goods returned freight collect, without obligation of payment by Buyer.
- Shipping Papers:** The original Bill of Lading (where applicable), express receipt, and any other necessary paperwork must accompany the invoices.
- Acceptance, Inspection and Rejection:** Buyer will not have accepted or be deemed to have accepted any Goods that are the subject of this Purchase Order unless the Goods have been delivered to the Buyer (as set out herein) and the Buyer has not rejected or returned the Goods (or any part of it). Buyer reserves the right to return any Goods, at Seller’s risk and expense for transportation both ways and any storage costs incurred. Articles things, materials and goods shipped in excess of this Purchase Order or defective Goods not meeting Buyer’s specifications standards, whether paid for or not. Any acceptance of defective, late or incomplete Goods or payments made in respect thereof shall not constitute a waiver of any of Buyer’s rights and remedies including the right to reject any Goods (or any part of it). No replacement or substitution shall be made unless so authorised in writing by Buyer.
- Price:** If the purchase price of the Goods is not stated on this Purchase Order, the Goods that are the subject of this Purchase Order will be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower. Seller warrants that prices charged against this Purchase Order will conform to all merchant price regulations in effect during the period required to complete the transaction.
- Delivery:** Time is of the essence, and Buyer may reject the Goods not delivered or furnished on dates specified in the Purchase Order. No change in the scheduled delivery date or performance will be permitted without Buyer’s prior written consent. No acceptance of the Goods after the scheduled delivery date will be construed as a waiver of Buyer’s rights with respect to such late delivery nor shall it be deemed as waiver of future compliance with these Conditions.
- Remedies:** Failure of Buyer to take shipment hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of, or delay in, transportation, labour disturbances, of any other circumstance of like or, different character and not limited to the aforementioned, any event of force majeure or other event beyond Buyer’s reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer’s production units shall not subject Buyer to any liability to Seller, but, at Buyer’s option the total quantity of Goods subject to this Purchase Order may be reduced by the extent of omitted shipments or the specified delivery period shall be extended by a time equal to that during which shipments shall so be omitted and such shipments made during the period of extension. Seller will be excused from delays in delivery by reason of the same causes as stated above provided they are beyond the control and without fault or negligence of Seller, provided that Seller notifies Buyer in writing of the cause of such delay, and its expected duration, within a reasonable time.
- Risk of Loss:** Regardless of FOB point, Seller will bear all the risk of loss, injury or destruction of Goods which occurs prior to written acceptance by Buyer. Seller will bear all risk for the Goods owned by Buyer when such Goods are in the custody or under control of Seller.
- Termination or Cancellation:** Buyer may terminate or cancel this Purchase Order in whole or in part at any time by written notice (including notice by email). Termination shall not derogate from the validity of any claims which one party may have against the other for work carried out and Goods supplied up to date of termination or cancellation.
- Patents, Trademarks and Copyrights:** Seller warrants that the use or sale of the Goods delivered hereunder will not infringe any patent, trademark or copyright claim covering the Goods but does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process. Seller will exonerate, indemnify, keep indemnified and hold harmless at all times the Buyer from and against any and all liability, damage, cost, expense or legal costs, which may accrue to, or be sustained by Buyer on account of any claim, suit or action made or threatened to be brought against Buyer or its customers for actual or alleged infringement of any patent, trademark and copyright or other intellectual property rights by reason of the manufacture/supply of any Goods subject to this Purchase Order by Seller, the resale thereof by Buyer, or use of said Goods or any part thereof for a purpose known to Seller. Seller, at Buyer’s request, will defend, at Seller’s expense, any such claim, suit or action. All specifications, drawings, blueprints, designs, files and artwork provided by Buyer in connection with this Purchase Order and all intellectual property rights in any of the Goods made in accordance herewith shall vest in and remain at all times the property of Buyer. Seller hereby assigns (or shall procure the assignment) to Buyer absolutely with full title guaranteed all rights, title and interest in any such intellectual property rights.
- Laws and Regulations:** Seller warrants, represents and guarantees that all Goods sold and delivered to Buyer pursuant to this Purchase Order are produced, sold and delivered to Buyer in compliance with all applicable laws, regulations, ordinances, good manufacturing practice (GMP) and statutory requirements.
- Taxes:** The purchase price herein is inclusive of any and all taxes, duties and other government charges, now imposed or hereafter becoming effective, upon the production, sale shipment, use or erection of the Goods specified in this Purchase Order. Seller indemnifies at all times the Buyer against, and reimburse it on first written demand for, any expenditure it may be required to make on account of Seller’s failure to pay such taxes, duties and other government charges. Buyer will provide Seller with any applicable sales or use tax exemption certificates.
- Drawings, Prints and Specifications:** If this Purchase Order relates also to the supply of things, articles, materials, tools, specifications, blueprints, designs or artwork, Seller agrees that it will not use, sell, loan or publicize any of such articles, things, materials, tools, specifications, blueprints, designs or artwork supplied or paid for by Buyer for the fulfilment of this Purchase Order without Buyer’s prior written consent. Seller undertakes not to change any specifications, methods of analysis, manufacturing process, manufacturing site with regard to the articles, things, materials, goods or products which form the subject of these Conditions without the prior written consent of Buyer.
- Tools, Dies, Moulds etc.:** All tools, dies, moulds, printing plates, mechanical etc. created for use of this Purchase Order shall be the property of Buyer and Buyer may withdraw them from Seller’s premises on demand in writing. They shall be carefully preserved by Seller and maintained in good operating condition at all times.
- Invoices and Discount:** All invoices must be rendered to Buyer and issued in duplicate, unless otherwise specified. Each invoice must be dispatched on the date appearing on the invoice. Invoices must be rendered by the person, firm or corporation for which this Purchase Order is issued. If Seller is unable to comply, Seller shall return this Purchase Order to Buyer and advise Buyer of the name and address under which the invoice will be rendered. Discount date (where applicable) will be established from the date on which Seller will have complied with all requirements of this order and Buyer will have received an invoice in good order.
- Warranties:** In addition to all warranties, express or implied, established by statute or common law, or elsewhere set forth in this Purchase Order, Seller hereby expressly warrants, any other representation or agreement to the contrary notwithstanding, that all Goods subject to this Purchase Order will conform to all specifications, drawings, files, samples and any other description, furnished or adopted by Buyer and such requirements set out in the Purchase Order, and will be free from any liens and encumbrances, and will be of best quality and fit for purpose and sufficient for the purpose intended, merchantable, of good material and workmanship and free from all patent and latent defects. Buyer’s failure to give notice to Seller of any breach of any warranty shall not discharge Seller’s liability for any such breach. The warranties of Seller together with its service warranties and guarantees, if any, shall extend to Buyer, its customers and any other third parties.
- Work, Labour and Services:** Where a Purchase Order requires a furnishing of work, labour or services, Buyer shall be entitled at any time to require deviations from, additions to or omissions in said work, provided, if such change shall make the work more or less expensive than if carried out in accordance with original requirements, a fair or reasonable increase or reduction shall be made to the original price. Should the parties fail to agree on such change, Seller shall carry out the work (without deviations, additions or omissions) at the original price. No claim shall be allowed for extra labour, things, articles or material above the Purchase Order amount unless same has been ordered in writing by Buyer. Acceptance of final payment of contract price constitutes waiver of all claims for additions to the contract price occasioned by extra work of materials furnished.
- Indemnity:** Seller irrevocably indemnifies and holds Buyer harmless at all times from and against all claims, losses, expenses, causes and/or actions, damage to persons (including death) or to property and liabilities of every kind and nature including, without limitation, reasonable legal costs, arising from Seller’s work or Goods furnished by any of Seller’s subcontractors, or out of any alleged breach of any of Seller’s obligations or warranties hereunder or from other acts or omissions of Seller, its officers, agents, employees, subcontractors consultants and third parties, however caused, instituted by third parties including persons who purchase from Buyer or use any of the articles, things, materials or goods purchased/supplied by Seller hereunder.
- Assignability:** This Purchase Order in its entirety and each and every provision hereof shall enure to the benefit of the customers, successors, affiliate companies, and assigns of Buyer. Seller may not cede, assign or otherwise transfer this Purchase Order without Buyer’s prior written consent.
- Waivers:** Any failure by Buyer to enforce or require strict performance by Seller of any of these Conditions shall not constitute a waiver thereof by Buyer and Buyer may at any time avail itself of the remedies Buyer may have for any breach of terms hereof.
- Independent Contractor:** Seller is and at all times shall be an independent contractor and nothing herein stated shall constitute Seller as the employee, agent or legal representative of Buyer for any purpose whatsoever. Seller is not authorised to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Buyer, or to bind Buyer in any manner whatsoever.
- Governing Law:** This order shall be governed by the laws of the Republic of South Africa and the Courts of the Republic of South Africa shall have exclusive jurisdiction with regard to all disputes between the parties provided that either party shall be entitled to enforce any award made or decision of the courts of the Republic of South Africa in any other jurisdiction.
- Separate Agreements:** In the event of any separate agreement(s) being concluded between Buyer and Seller, these Conditions shall be construed in conjunction with such agreement(s) and not superseded thereby unless such agreement/s records such suppression by express reference to these Conditions.
- Buyer’s Trademarks:** Seller shall not use the name, trademark, trade names of the Afrivet Group and/or any information relating to the existence of these Conditions and/or this Purchase Order without the prior written consent of Buyer.
- Survival of Warranties:** All warranties and indemnities by Seller herein set out shall survive the payments by Buyer of the cost of the Goods hereby ordered.
- Notification of Change:** Seller undertakes to notify Buyer prior to implementation of any change that impacts formula, route of synthesis, manufacturing and processing processes, manufacturing site, test methods and specifications. Furthermore Seller undertakes not to implement any changes without a prior written confirmation from Buyer.
- Advertisement:** Seller shall not advertise or make known that it supplies Buyer and shall keep confidential all information provided by Buyer in connection with this Purchase Order and shall use same only for the purposes of this Purchase Order.

30. **Quality Control Records:** Seller must maintain all quality control data and results pertaining to any materials, articles things or goods ordered by Buyer for three years after delivery of any order.
31. **Warning of Defects:** In the event that Seller learns or has reason to believe, that any of the materials, articles, things or goods that are the subject of this order may fail to comply with Buyer's specifications or is otherwise defective in some way, Seller shall immediately notify Buyer thereof.
32. **Costs:** All costs, charges and expenses of any nature whatever which may be incurred by a party in enforcing its rights in terms of these Conditions, including without limiting the generality of the foregoing, legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from the other party against which such rights are successfully enforced and shall be payable on demand.