

PHARMAQ Terms and Conditions of Purchase

1 INTERPRETATION

1.1 In these Terms and Conditions of Purchase (the "Conditions") "PHARMAQ" means Pharmaq AS, Pharmaq Analytiq AS, Pharmaq Fishteq AS and Pharmaq Settvac AS organisation numbers 886 953 402, 982 749 042, 950 115 106 and 975 353 346 which are a Norwegian entities, and its successors, assignees, subcontractors and agents. "Supplier" means any person, company or other legal entity, who supplies Products or Services and shall include his, her, its or their assignees, successors, executors and personal representatives. "Product" means products, and "Services" means services (collectively or singularly referred to as "Deliverables"), both supplied or to be supplied by Supplier to PHARMAQ in terms of each individual Contract, including all replacements and renewals thereof.

1.2 Each order from PHARMAQ which is accepted by Supplier shall constitute an individual legally binding contract between PHARMAQ and Supplier, hereinafter referred to as "the Contract".

2 CONDITIONS OF CONTRACT

The Contract shall be governed in all respects by these Conditions. PHARMAQ shall not be bound by any terms or conditions set out in any other sales form, documents or correspondence of Supplier. These Conditions shall supersede and prevail over any other terms and conditions stipulated or referred to by Supplier, and no addition, alteration or substitution of these Conditions will bind PHARMAQ or form part of any Contract, unless expressly accepted in writing. No previous correspondence, writings, faxes, telegrams, electronic or verbal communications between Supplier and PHARMAQ shall form any part of or be incorporated into the Contract.

3 WARRANTIES

3.1 Supplier warrants that

3.1.1 the Deliverables shall be in accordance with agreed amounts and specifications, will otherwise conform to any description given by Supplier in writing or otherwise, and shall be of good material and workmanship;

3.1.2 the Product shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial/industry practice and adequate to insure safe arrival at the destination;

3.1.3 Supplier has good title to Product, which is also free of any liens or incumbrances, and will transfer full title in Product to PHARMAQ;

3.1.4 the Deliverables will be

supplied in accordance with and comply with any applicable laws and regulations;

3.1.5 Services will be performed only by personnel trained and qualified to provide such services and that all Services shall be performed professionally and with all due skill and care and in accordance with industry practice;

3.1.6 Supplier will comply with any instructions, including any safety or other regulations, provided by PHARMAQ regarding the supply of Products or Services;

3.1.7 Supplier will maintain for the duration of the Contract a professional indemnity insurance (sufficient to cover any possible liability under this Contract).

3.2 Nothing in this Contract shall be construed as excluding any condition, warranty or term as to quality, suitability or fitness for purpose of Products or Services, implied into the terms of the Contract or by virtue of the Norwegian Sale of Goods Acts 1988 or any other statutory provision or other provision howsoever.

4 CHANGES

4.1 PHARMAQ may require permanent and temporary changes ("Changes") in the Deliverables, such as, but not limited to, time of delivery, volume, forecasts, lay-out, design, quality and place of delivery. Requests for Changes shall be made in writing. All Changes which the parties agree shall be confirmed in writing and be in accordance with this Contract, unless otherwise agreed.

4.2 When PHARMAQ requires a Change, Supplier shall as soon as possible state the time at which the Change can be effected. All Changes shall be carried out to the extent possible without changing the Price. Any price changes must be agreed in writing before the Change is effected. If a price change has not been agreed, no consideration shall be paid for the Change. If Supplier can not carry out the Change, or if the Change cannot be made at a price acceptable to PHARMAQ, PHARMAQ may terminate the Contract pursuant to section 13.1.

5 SUB-CONTRACTING

The Supplier shall not sub-contract the performance of any of its obligations under this Contract to any third party without the prior written consent of PHARMAQ.

6 PRICE

6.1 The prices of the Deliverables are as stated by Supplier to PHARMAQ and current at the date of Supplier's quotation.

6.2 Any quotation stated by Supplier to PHARMAQ shall constitute a binding offer from Supplier to PHARMAQ.

6.3 Except as otherwise agreed, all prices for Products shall be given by Supplier on a DDP (Incoterms 2010) basis, and where Supplier demands to deliver Products at its production facility, PHARMAQ shall not be liable to pay charges for transport, packaging or insurance unless otherwise expressly agreed by the parties.

7 DELIVERY

7.1 Product is provided DDP (Incoterms 2010) at PHARMAQs production facilities at Overhalla and Kløfta or other facility of PHARMAQ or a third party's facility as determined by PHARMAQ for each individual Contract. This means inter alia that, without prejudice to the passing of property in and title to Product, delivery of Product shall take place when Product is delivered to PHARMAQ at such facility, at which point risk in Product shall pass.

7.2 All deliveries of Products shall be accompanied by

7.2.1 a delivery note referencing the order number, items and quantities delivered;

7.2.2 every documentation which normally accompanies the relevant type of Product;

7.2.3 every documentation which may from time to time be required by any provision, Authority or by PHARMAQ;

7.3 PHARMAQ may also request Supplier to supply documentation listed in section 7.2 at any time after delivery of the Product, regardless of whether the same or similar documentation has already been supplied upon delivery. Such supply of documentation shall take place without undue delay following notice form PHARMAQ.

7.4 PHARMAQ shall examine and sign for Products if and to the extent that this is customary for the type of Product which is supplied within reasonable time following the passing to PHARMAQ's possession or control. PHARMAQ shall assist the Supplier to the extent reasonable in pursuing any claim made against the carrier.

7.5 If there is a shortage in the delivery of Products, this shall be deemed as a delay of the entire order (and not only the Products to which the shortage relates) pursuant to clause 8.

8 DELAY IN DELIVERY

8.1 Any time or date for delivery given by Supplier to PHARMAQ is binding, and time shall be deemed to be of the essence with regard to delivery at such time or date unless otherwise expressly stated by PHARMAQ.

8.2 Supplier shall inform PHARMAQ without delay if it becomes aware that there

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will be a delay in the supply of the Products or Services. It shall also inform when delivery can be made.

8.3 The Supplier shall compensate PHARMAQ for any and all loss or costs howsoever incurred as a consequence of delay.

9 PAYMENT

9.1 Unless otherwise agreed by the parties, payment of the price for the Deliverables shall be made by PHARMAQ within 45 days of the date of the invoice issued in respect of such consignment. No advance payment will be made by PHARMAQ.

9.2 Suppliers invoice shall specify PHARMAQ purchase order number, what each amount refers to and all other references required by PHARMAQ.

9.3 In the event of overdue payments, interest shall accrue in accordance with the Norwegian Act on Overdue Payments.

10 LIABILITY FOR DEFECTS AND NON-CONFORMITIES; INDEMNITY

10.1 Where any Deliverables supplied by Supplier to PHARMAQ are claimed by PHARMAQ to be defective in materials, workmanship or not to conform with the agreed or stipulated specifications or the warranties set out in this Contract, PHARMAQ shall notify Supplier of such defect or non-conformity within reasonable time following discovery of the defect or non-conformity. Supplier shall at PHARMAQ's sole option either (i) substitute, repair or re-perform such Deliverables at its sole expense (including any shipment or access costs); or (ii) (if Deliverables have been paid for) refund to PHARMAQ any paid amount of the price thereof with interest.

10.2 In addition to the remedies set out in section 10.1, Supplier shall be liable for any and all claims, losses, liabilities, expenses or damages arising from any defects or non-conformities in Deliverables as set out in section 10.1. Exception is made for claims, losses, liabilities, expenses or damages which occur solely as a result of: (i) use of Deliverables by PHARMAQ which is clearly improper, (ii) negligence on the side of PHARMAQ, (iii) improper storage or treatment of Product by PHARMAQ; (iv) loss or theft of the Product.

10.3 PHARMAQ SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGE, INCLUDING LOSS OF PROFIT, BUSINESS, CONTRACTS OR GOODWILL, WHETHER NOTICE OF THE LIKELIHOOD OF SUCH DAMAGE IS GIVEN TO THE OTHER PARTY AND WHETHER ARISING, WITHOUT LIMITATION, THROUGH BREACH OF CONTRACT, NEGLIGENCE, STRICT

Version 15.09.11.

LIABILITY IN TORT, WARRANTY, OR STATUTORY DUTY, HOWSOEVER ARISING, WHICH THE OTHER PARTY MAY SUSTAIN IN CONNECTION WITH THE BREACH OF PHARMAQ's OBLIGATIONS UNDER THE CONTRACT.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Supplier warrants to PHARMAQ that the manufacture and sale by Supplier of Products to PHARMAQ and the performance of Services for PHARMAQ and PHARMAQ's use of the Deliverables will not infringe the claims of any patent, design right, trademark, copyright or other intellectual property right (Intellectual Property) of any third party anywhere in the world.

11.2 Should any claim be made against PHARMAQ for infringement of Intellectual Property rights arising from the manufacture or sale of Product by Supplier, the performance of Services by Supplier or PHARMAQ's use of the Deliverables, Supplier shall conduct any ensuing litigation and all negotiation for settlement of such claims and will bear the costs of any payment made in settlement or resulting from an award or otherwise related thereto. PHARMAQ shall give Supplier notice within reasonable time of any such claim being made or action threatened or brought against it and shall make no admission of liability or take any other action in connection with such matter and shall permit Supplier to have conduct of claim and shall (at Supplier's expense) give all reasonable information, cooperation and assistance to Supplier in relation to the conduct of the claim.

11.3 In the case that PHARMAQ suffers additional loss due to Supplier's breach of the warranty set out in clause 11.1, such loss shall be compensated by Supplier in accordance with clause 10.2.

11.4 If Services performed for PHARMAQ result in any Intellectual Property, such Intellectual Property shall be owned solely by PHARMAQ.

12 SET OFF

PHARMAQ shall be entitled at all times to set off any amount owing by Supplier against any amount payable to Supplier by PHARMAQ. If Supplier has transferred their debt to a third party, it shall remain liable towards PHARMAQ in the event of any complaints or claims. PHARMAQ has the right to set off against the claim irrespective of whether it has been transferred.

13 TERMINATION AND CANCELLATION

13.1 PHARMAQ may terminate this Contract or any order placed with the Supplier for convenience at any time and with immediate effect by giving the Supplier a written notice. If the Contract relates to supply of Products which are custom-made for

PHARMAQ (and only then), the Supplier shall be entitled to compensation for any work already performed and cost already incurred to make the Product, with the deduction of any revenue which may reasonably be obtained for the Product or part of Product from others. Supplier shall, to the extent possible, try to reduce its loss in this respect by trying to sell the Product to others.

13.2 PHARMAQ may, without prejudice to its other rights or remedies in this Contract, terminate this Contract with immediate effect by giving notice to the Supplier if the Supplier commits a material breach of this Contract which is incapable of remedy or which has not been remedied within 14 days of receipt of PHARMAQ's notice, or the Supplier is or must be deemed as insolvent pursuant to the Norwegian Bankruptcy Act.

13.3 Termination of this Contract shall be without prejudice to any obligations or rights of either party which may have accrued before termination, and shall not affect any provision of this Contract which is expressly or by implication intended to continue in effect after termination.

14 CONFIDENTIALITY

14.1 "Confidential Information" means all proprietary and confidential information of a party, including, without limitation, any orders, trade secrets, technical information, business information, sales information, customer and potential customer lists and identities, product sales plans, license and sublicense agreements, inventions, developments, discoveries, know-how, methods, techniques, formulae, data, processes, and other proprietary ideas, whether or not protectable under patent, trademark, copyright, or other legal principles, that the other party has access to or receives regardless of whether this is orally and in writing and regardless of whether such information is marked or designated as confidential, but does not include information that (a) has become public knowledge through no breach of this Contract by the receiving party; or (b) which the receiving party can show, through competent proof, is properly provided to the receiving party without restriction by an independent third party; or, (c) which the receiving party can show through competent proof was already in its possession at the time of receipt from the disclosing party and not subject to another agreement between the parties; or (d) which the receiving party can show through competent proof is independently developed by the receiving party

14.2 None of the parties shall disclose or in any other way make Confidential Information available to any third party or use it for any other purpose than fulfilment of the Contract.

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15 AUDIT

Personnel from PHARMAQ are entitled, at all times within normal working hours and after prior notification, to inspect Supplier's production facilities to ensure that Supplier acts in accordance with this Contract.

16 ETHICAL BUSINESS

In performing its obligations hereunder, the parties acknowledge that the corporate policy of PHARMAQ and its affiliates requires that PHARMAQ business be conducted within the letter and spirit of the law. Supplier shall, especially, comply with the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, any other applicable anti-bribery and anti-corruption Laws and the principles established by the OECD (Organisation for Economic Co-operation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, as those acts and principles are amended from time to time. By entering into this Contract, the Supplier agrees to conduct the business contemplated herein in a manner which is consistent with all applicable laws, good business ethics and the codes of conduct and ethical business policies and guidelines of PHARMAQ as communicated to Supplier by PHARMAQ or one of its affiliates from time to time. Specifically, the Supplier warrants that in connection with this Contract and the Supplier business relating thereto, they, their directors, their employees, their officers, and anyone acting on their behalf shall not offer, make or promise any payment, either directly or indirectly, of money or other assets (hereinafter collectively referred to as "Payment"), to any government, political party or international organization official, candidate or persons acting on behalf of any of the foregoing or directly associated with them including their staff, business partners, close associates and family (hereinafter collectively referred to as "Officials") where such Payment would constitute a violation of any applicable law. In addition, regardless of legality, the Supplier shall make no Payment, either directly or indirectly, to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Contract or the business activities of PHARMAQ or its affiliates.

16.1 Supplier represent and warrant that to the best of its knowledge they have provided complete and accurate information and documentation to PHARMAQ, its affiliates, and their personnel in the course of any due diligence that was conducted, including disclosure of any officers, employees, owners, or persons directly or indirectly retained by Supplier who are in a capacity that may reasonably provide an opportunity to influence decisions or actions with respect to the subject matter of this Contract or the business activities of PHARMAQ or its affiliates. Supplier also acknowledges and agrees that in the event that Supplier engage a subsidiary, affiliate, subcontractor or agent, that Supplier will conduct due diligence on such subsidiary,

affiliate, subcontractor or agent consistent with the requirements as set forth in this ethical business clause, and will maintain adequate records and provide such records to PHARMAQ to evidence such due diligence was conducted and any identified risks were mitigated. Supplier shall make all further disclosures as necessary to ensure the information provided remains complete and accurate for the duration of the engagement. Supplier further covenant that any future information and documentation submitted as part of further due diligence or a certification shall be complete and accurate to the best of its knowledge.

16.2 Supplier represents, warrants, and covenants that all books, records, invoices, and other documents relating to payments and expenses under this Contract are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures.

16.3 Supplier further represents, warrants and agrees that no "off the books" or other similar funds will be maintained or used in connection with this Contract. Except as expressly provided for in this Contract, without obtaining the prior written consent of PHARMAQ, which shall not be unreasonably withheld, Supplier shall not hire or retain subcontractors or agents who will be interacting with Officials on behalf or at the request of Supplier who may have an opportunity to influence decisions or actions with respect to the subject matter of this Contract or the business activities of PHARMAQ or its affiliates.

16.4 Supplier agrees to ensure that all of Supplier's employees, agents and subcontractors involved in performing the obligations under this Contract are made specifically aware of the compliance requirements under this ethical business clause, including without limitation, by participation of such employees, agents and subcontractors in mandatory training to be conducted by Supplier regarding such requirements prior to performing any obligations under this Contract. Supplier further agrees to certify its continuing compliance with the requirements under this ethical business clause on a periodic basis during the term of this Contract. Supplier agrees to, and causes any of its agents or subcontractors to implement and/or sustain a compliance program, to comply with the requirements of this ethical business clause and to maintain adequate records of such compliance program.

16.5 PHARMAQ shall have the right to audit the books and records of Supplier to ensure compliance with this ethical business clause for the period of two years following termination of this Contract.

16.6 PHARMAQ shall have the right to terminate the Contract immediately upon any violation of this ethical business clause or any breach of a representation or warranty contained herein.

16.7 Pharmaq's International Anti-Bribery and Anti-Corruption Principles, a copy

of which is available upon request to the Buyer.

17 FORCE MAJEURE

Neither party shall be responsible or liable in any manner whatsoever to the other party for any loss or damage whether direct, indirect or consequential, arising from any delay or default in the performance of any of the party's obligations in terms of Contract where such delay or default arises as a result of any circumstances or conditions beyond the control of the party including (but without prejudice to the generality of the foregoing) war, industrial dispute, strike, lockout, riot, malicious damage, fire, storm, flood, act of God or accident (Force Majeure Event). If a Force Majeure Event occurs, the party's obligations to perform pursuant to the Contract shall be suspended for the duration of the Force Majeure Event.

18 WAIVER

No relaxation, delay or waiver by PHARMAQ of its rights in respect of any breach of obligation of Supplier pursuant to this Contract shall constitute a waiver of any other rights in respect of any prior or subsequent breach or obligation.

19 Privacy

If, in performing the Services, the Supplier may perform any operation which is performed upon personal information (as defined by the applicable Laws), whether or not by automatic means, including, but not limited to, the access, acquisition, collection, recording, organization, storage, alteration, retrieval, consultation, use, disclosure, combination, transfer, blocking, return or destruction of personal information from or on behalf of the Buyer and/or its affiliates or subsidiaries, the Supplier shall comply with the applicable Laws and the additional requirements set forth in: a Privacy and Information Security Addendum as provided by the Buyer and mutually agreed upon between the Parties, and Zoetis' Baseline Third Party Security Requirements (a copy of which is available upon request to the Buyer).

20 GOVERNING LAW AND VENUE

20.1 These Condition and any other provisions which constitute the Contract between PHARMAQ and Supplier in relation to the supply of Product or Services shall be governed by and construed in all respects in accordance with Norwegian Law. The 1988 Convention on the International Sale of Goods (CISG) shall not apply, except as set out in clause 3.2. The parties hereby submit to the exclusive jurisdiction of Oslo tingrett for the determination of any question or dispute between them, but this provision shall not prevent PHARMAQ from taking any action to enforce its rights hereunder in any court of competent jurisdiction.