

GENERAL TERMS AND CONDITIONS OF SALE

ELANCO DENMARK APS.

1. General

- 1.1 The following general terms and conditions of sale apply to sales by Elanco Denmark ApS, Lautrupvang 12, 2750 Ballerup, Denmark (CVR no. 39 64 01 63) and its branch offices ("Elanco").
- 1.2 Elanco's contractual partner for the purposes of these General Terms and Conditions is hereinafter referred to as the "Buyer". Together, Elanco and the Buyer are referred to as the "Parties". The underlying business ("Business") between the Parties is governed by these General Terms and Conditions of Sale ("Terms").
- 1.3 Unless otherwise agreed in writing, the Terms are only applicable for sales by Elanco Denmark ApS to its Buyers from Denmark, Sweden, Norway, Finland and Iceland. They also apply if the Buyer refers to its own terms and conditions when accepting an offer or placing an order, unless Elanco has expressly agreed to the Buyer's terms and conditions in writing. If Elanco does not comment in writing on the Buyer's terms and conditions, these will be deemed to have been rejected by Elanco, even if they have not been expressly objected to.
- 1.4 The Terms shall also apply to all future dealings with the Buyer.
- 1.5 Elanco shall be entitled to amend and supplement these Terms at any time at its discretion to reflect any change in the legal framework or market situation, without the Buyer being able to derive any claims or rights from such. The changes shall be deemed approved in each case if the Buyer does not object in writing within four (4) weeks after receipt of a change notice. The amended or supplemented Terms shall apply to all business that Elanco enters with the Buyer after the end of this four-week period.

2. Contract conclusion

- 2.1 Contracts as well as their amendments and supplements require the text form. They can also be completed by remote data transmission. Verbal orders or agreements, statements or information are only binding if Elanco confirms them in writing or for a verbal order, sends the goods and invoice which is exclusively governed by the current Terms.
- 2.2 If applicable, contracts by online (internet) ordering are established when Elanco's acceptance of the offer to purchase is confirmed electronically. As soon as the Buyer can retrieve the confirmation of acceptance, the same shall be deemed to have been received.
- 2.3 If a written order confirmation is sent, this is decisive for the type and scope of Elanco's delivery and performance.
- 2.4 Elanco's price lists, quotations and offers are subject to change and are non-binding.
- 2.5 Elanco may designate a logistic service provider for contract conclusion, execution of the sales made by Elanco as well as invoicing on behalf of Elanco. Contract conclusion will be considered to have taken place between Buyer and Elanco through the acceptance of the order of the Buyer by Elanco's logistic service provider. Buyer will accept any guidance and/or instructions by the designated logistic service provider as if they were issued by Elanco, unless Elanco explicitly states differently in writing.

3. Prices

- 3.1 Prices, currency, and payment terms of the Elanco products ("Products") are stated in Elanco's price lists, commercial letter, offer, and/or invoice as communicated by Elanco and/or its logistic service provider. The Buyer shall pay Elanco the invoice on these terms. The Buyer shall pay all duties and taxes imposed on the importation or sale of the Products as applicable to the delivery.
- 3.2 The prices are calculated on the prices valid on the day of conclusion of the contract and are based on the price lists for the individual products of the specified shipping units. The prices do not include sales tax and VAT. Orders in local currency are recalculated on the same day exchange rate to Danish Crown (DKK).
- 3.3 Any order placed should be placed in full cartons or pallets. Unless specifically agreed in writing, whenever an order's value is not higher than the shipping (and/or any other additional) costs for the order, Elanco reserves the right to refuse the order. Any accepted order below such value is to be considered a one-off event and no rights can be derived thereof for other orders. Elanco equally reserves the right to adjust the order to reach a full carton/pallet, by either adding or removing units to the order of the Buyer.

- 3.4 Any discounts, rebates or other benefits agreed with the Buyer and the volume of orders taken into account shall only apply to sales of Elanco Denmark ApS but not to sales made by other Elanco Group companies or third parties, without any prohibition or restriction for the Buyer to source Products where preferred.

4. Payment

- 4.1 Invoices from Elanco (as issued by Elanco or through its indicated logistic services provider) are due for payment immediately after the performance obligation has been fulfilled and are payable within 30 calendar days without any deductions as from the date of invoice. If a deviating payment term is agreed, it can be found in the underlying invoice and/or commercial letter. The non-application of the standard payment term by Elanco without explicit written deviation will not create a claim or right for the Buyer to a different payment term and Elanco reserves the right to apply the standard payment immediately at its fullest discretion.
- In the event of payment default by the Buyer, the statutory provisions shall apply.
- 4.2 Without prejudice to Elanco's rights, in the event of a partial payment, Elanco reserves the right to withhold the delivery of further products until full payment is made.
- 4.3 If the Buyer breaches material contractual obligations, i.e. those whose fulfilment is essential for the proper execution of the contract and on which compliance a seller may regularly rely, and thus jeopardises the purpose of the contract, Elanco may withdraw from the contract at any time if the Buyer does not remedy the breach of contract within a reasonable period of time.
- 4.4 In the event of a material deterioration in the Buyer's financial circumstances, Elanco shall be entitled to withdraw from the contract prior to delivery. However, the Buyer may continue to request delivery if it offers payment or provides security on a rolling basis. In case of long-term debt relationships, Elanco's right of termination will be governed by law.

5. Delivery

- 5.1 The Products shall be delivered as agreed between the Parties in writing and in line with Good Distribution Practices. The risk of loss or damage to the Products shall pass to the Buyer as set forth by the applicable Incoterms (2020) specified in the invoice and/or commercial letter. If such Incoterm is not specified, it will be DAP (Delivered At Place). In line with Good Distribution Practices, Buyer will equally be responsible for the quality of Products from the date of the successful receipt of the sold goods.
- 5.2 If delivery for transport is delayed at the request of the Buyer or if the Buyer is in default of acceptance, all risks shall pass to the Buyer upon Elanco's readiness for delivery.
- 5.3 Partial deliveries are permitted to a reasonable extent at reasonable discretion by Elanco.
- 5.4 The products are delivered on a non-returnable basis, unless mandatory local statutory law applies (see infra).
- 5.5 The goods delivered by Elanco may only be resold in good condition and in original unopened packaging.

6. Returns (applicable per country of the Buyer)

- 6.1 The products are returnable if and only to the extent applicable mandatory law of the Buyer prescribes such a right to return for the Goods for the Buyer and without prejudice to any government mandated and/or Elanco initiated product recall and/or warranty claim."
- 6.2 When the Buyer wishes to return in accordance with the current terms and Elanco was to accept such return after the completion of all necessary administrative requirements by the Buyer, Buyer agrees to be credited for the purchase at the original price of purchase (unless stipulated differently by mandatory national law of the Buyer) and to execute the destruction of the Goods without any physical return to Elanco. Buyer will comply with all relevant and applicable local regulation for destruction of (veterinary) medicinal products and strive to destroy the Goods applying the most ecological way available.
- 6.3 Any specific term on return for veterinary medicinal products is applied to the origin of the Buyer, i.e.:

– **Denmark:** only when the Buyer qualifies as a pharmacy and has procured the Good directly from Elanco, will the Buyer be permitted

to return any veterinary medicinal products according to section 10(2) of the Danish Executive Order no. 130 of 25 January 2022 on advertising etc. of veterinary medical products and section 40 of Executive Order no. 1541 of 18 December 2019 on distribution of medicine products together with Executive Order no. 126 of 25 January 2022 and the provisions of current article. For any other indirect buyer of Goods, this buyer should address his wholesaler or reseller of initial purchase.

- **Finland:** except for recalls or withdrawals of market authorization or action of the regulating authority, no right to return is awarded to Buyer;
- **Norway:** except for recalls or withdrawals of market authorization or action of the regulating authority, no right to return is awarded to Buyer;
- **Sweden:** only when the Buyer qualifies as a pharmacy (*Öppenvårdsapotek*) and has procured the Good directly from Elanco, will the Buyer be permitted to return any veterinary medicinal products in accordance with Chapter 3b of the Swedish Act on Sales of Medicinal Products (SFS 2009:366) and shall Elanco credit the Buyer the initial purchase price for the veterinary medicinal products. The Buyer will only be able to do so when the Buyer has, according to the Act, notified Elanco timely and duly within the timeframes provided in the Act, as well as the provisions of current article.
- **Iceland:** except for recalls or withdrawals of market authorization or action of the regulating authority, no right to return is awarded to Buyer.

6.4 The abovementioned return may be extended beyond the legal right to return at the fullest discretion of Elanco. Whenever Elanco elects to accept such a return, no (future) rights can be derived thereof.

6.5 In application of the legally awarded right to return for veterinary medicinal products and/or any return of Goods, the Buyer will act in accordance with the Good Distribution Practices, and if applicable:

1. Request the return of specific batches and quantities of named goods and give a reason for the return request; and
2. Only return goods which the customer has stored and handled according to the product's label storage conditions and Good Distribution Practices; and
3. Not return any goods which have been modified, repackaged or additionally labelled while in the customer's possession; and
4. Not return any goods which have become damaged, contaminated or adulterated while in the customer's possession; and
5. Not return any goods which were sold to animal owners prior to return; and
6. Complete and sign a Customer Declaration Form (issued by Elanco or its appointed LSP), directly after the goods have been collected by Elanco's or LSP's transporter; and
7. If any of the goods require storage between 2°C and 8°C, the customer should also provide detailed storage temperature data covering the whole period of storage on their premises.

7. Collateral

7.1 Wherever permitted to the extent of the law, Elanco reserves the right to ownership of the goods delivered by Elanco ("Reserved Goods") until all claims arising from the business relationship with the Buyer are paid in full (Retention of Title). Below sections 7.1 – 7.7 will apply mutatis mutandis to all countries indicated, in accordance with local law, whereas specific sections per country (7.8 – 7.12) will apply additionally depending on the place of the order.

The Buyer must store the Reserved Goods with the care of a prudent businessman but is entitled to sell the Reserved Goods in the proper course of business, unless clarified differently per jurisdiction in current article (see 7.8-7.12). The Buyer is not authorised to make other dispositions of the Reserved Goods, in particular for pledging or security transfer. In the event of the sale of Reserved Goods on credit, the Buyer is obligated to retain ownership for itself.

7.2 The Buyer assigns as security its claims (including all ancillary rights and collateral) against its customers from the authorised or unauthorised resale of Reserved Goods to Elanco in advance with each order, to ensure the fulfilment of all liabilities arising from the business relationship. Elanco hereby accepts the assignment. The Buyer shall be entitled to collect the claims assigned to Elanco during proper business operations. The Buyer will immediately forward all payments to Elanco.

The Buyer will, upon unilateral request, provide Elanco with a written declaration of assignment in a customary form to inform its customers of the assigned claims and provide Elanco with all requested information about the assigned claims.

7.3 If resold Reserved Goods are transferred back to the Buyer for any reason, the title to such resale shall pass to Elanco upon the Buyer's acquisition of title to secure all claims from Elanco arising from the business relationship, in relation to current article and specifically

art. 6.1. The handover of the returned goods is replaced by the agreement that the Buyer shall store the goods for Elanco free of charge with the care of a prudent businessman. The goods so transferred are treated as Reserved Goods.

7.4 Insurance and indemnity claims that the Buyer acquires for loss or damage to Elanco's securities shall pass to Elanco upon their creation. The Buyer expressly agrees that the conditions in current article do not detract from the passing of risk in art. 5 and the respective adherence to the conditions of the Good Distribution Practices and interlinked conditions in art. 6.

7.5 If the value of the collateral exceeds Elanco's total claims arising from the business relationship by more than 10%, Elanco shall be obligated to retransfer the excess portion to the Buyer. Elanco is entitled to select the collateral to be transferred back.

7.6 The Buyer shall notify Elanco immediately if its collateral is compromised or its rights to the collateral are impaired by attachment or other actions of third parties. In the event of attachment, Elanco shall be sent a copy of the attachment protocol as well as all other documents required to object to the attachment with written assurance that, or the extent to which, the attached goods are identical to Elanco's collateral; in addition, the Buyer shall immediately notify the attachment creditor in writing of Elanco's security right.

7.7 Elanco is entitled to the following rights if the Buyer is in arrears with the fulfilment of its obligations towards Elanco, breaches another essential contractual obligation and thus jeopardises the purpose of the contract or its financial situation deteriorates significantly (in particular in the case of cessation of payments, filing for bankruptcy, the start of out-of-court settlement negotiations or foreclosures on the Buyer's assets that are not cancelled within two weeks). In cases where the Buyer is a partnership, it is sufficient that the deterioration in assets occurs in the person of a personally liable partner.

a) Elanco is entitled to revoke the consent to the resale of Reserved Goods and the authorisation to collect claims assigned to Elanco as security. Upon revocation, all payment obligations of the Buyer shall become due for immediate payment, even if a payment term has been agreed. This also applies to payment by issuing bills of exchange.

b) Elanco is entitled to demand the return of Reserved Goods and goods assigned to Elanco as security at the expense of the Buyer without withdrawing from the relevant purchase contracts.

c) In the event of resale of Reserved Goods, Elanco shall be entitled to collect claims assigned to Elanco.

d) Elanco is entitled to use the Reserved Goods and the goods assigned to Elanco as security upon withdrawal from the contracts at its reasonable discretion – also by private sale, without prior possession or in the name of the Buyer.

Elanco is entitled to the proceeds from the realisation or collection of the securities, including VAT; it will be offset against the Buyer's liabilities, at Elanco's discretion, after deduction of costs including any VAT liabilities. Any excess proceeds will be paid to the Buyer.

7.8 **Denmark:** the above retention of title clauses of 7 are additionally specified for Danish orders:

- the Buyer expressly agrees by placing an order that he has been duly notified of this retention of title clause, and;
- the security provided is limited to the actual purchase price of the goods, and;
- the total purchase price is at minimum 2,000 DKK, and;
- the total purchase price is fixed.

7.9 **Finland:** the above retention of title clauses of 7 are additionally specified for Finnish orders:

- the Buyer expressly agrees that the current Terms have been properly notified before placing an order and agrees to these Terms by placing the order, and;
- the Buyer is not allowed to link the Reserved Goods to any other property or to dispose of these Reserved Goods as its owner before the purchase price is paid in full and the title to the Reserved Goods has passed to the Buyer upon payment of the purchase price, and;
- the Buyer will, until the title of the Reserved Goods has passed, ensure that the Reserved Goods will be kept detached from any other of the Buyer's assets, and;

7.10 **Norway:** the above retention of title clauses of 7 are additionally specified for Norwegian orders:

- By virtue of section 3-14 of the Norwegian Security Rights Act (*Panteloven*), Elanco hereby reserves a retention of ownership (*salgs pant*) in respect of the Goods sold as security for Elanco's claims for

warranty set forth in Clause 8 applies.

13. Permit

13.1 Each Party shall ensure at all times that it has all necessary permits, licenses, consents and authorisations in full force and effect to enable the performance of its obligations in connection with this Transaction and shall at all times comply with all laws, regulations and codes relevant to the conduct of the Transaction.

13.2 In the event of any revocation of a permit, consent or authorisation, the Buyer shall promptly notify Elanco.

13.3 If requested by Elanco, the Buyer shall provide Elanco with a copy of the applicable license within three (3) business days. Elanco may withhold delivery of Products if the Buyer fails to provide the above license.

14. Compliance with Laws and Elanco Policies

14.1 The Buyer warrants that in connection with these Terms it has complied and will continue to comply with all applicable local, national and international laws, regulations and industry codes concerning public procurement, conflicts of interest, corruption or bribery, including, where applicable, the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, and any laws enacted to implement the OECD Anti-Bribery Convention.

14.2 The Buyer warrants that in performing its obligations it will comply with any applicable Elanco policies, standards or codes of professional or good practice applicable to the performance of the services or goods provided, in addition to any applicable laws. These will be amended by Elanco from time to time and posted at <https://www.elanco.com/en-us/suppliers>. These include, in particular, the Elanco Business Partner Code of Conduct.

14.3 The Buyer will notify Elanco of any animal welfare issues or concerns that may adversely affect animal welfare or the validity of any tests performed. Examples include animal diseases, outbreaks, or significant (i.e. reportable to a government agency) violations of national or local animal welfare laws, regulations or standards.

14.4 If the Buyer becomes aware of an adverse event or product complaint with respect to a Product, Buyer shall use commercially reasonable efforts to have its client report such event or issue by contacting Elanco in accordance with the instructions on the Product labelling.

14.5 The Buyer agrees that it will maintain true and complete records of the transaction during the term of the operation and for a period of five (5) years thereafter. The Buyer further agrees that it shall maintain adequate internal controls. It will provide appropriate documentation to demonstrate compliance with this requirement at the request of Elanco or an independent party designated by Elanco.

14.6 The Buyer agrees to cooperate in good faith to investigate the extent of any possible infringement of any laws related to the transaction.

14.7 Elanco shall have the right at any time and without notice to the Buyer to disclose information about a potential violation of any laws or the existence of the transaction, including indemnification provisions, to a customer, government or governmental authority, and to anyone who Elanco believes has a legitimate need to receive such information.

14.8 The Buyer agrees that any breach of this section of these Terms will be considered a material breach of this contract and that Elanco may immediately seek all remedies available at law and in equity, including termination of the underlying contractual relationship, if Elanco believes in good faith that any provision of this section of these Terms has been breached by the Buyer.

15. Secrecy and confidentiality

15.1 Except as required by law, the Buyer may not disclose information to any third party regarding the terms of the transaction without Elanco's prior written consent. This prohibition includes, but is not limited to, press releases, educational and scientific conferences, promotional materials, regulatory filings and discussions with lenders, investment bankers, government officials and the media. Notwithstanding the foregoing, Elanco may provide all information about the transaction to its affiliates.

15.2 Any commercial or technical information made available by Elanco (including characteristics found in any item, document or software provided and other knowledge or experience) is confidential ("Confidential Information"). This does not apply if it was

demonstrably known to the Buyer prior to receipt or, independently of this, becomes legally known otherwise after receipt or part of the public domain.

Elanco reserves all rights to confidential information (including copyrights and the right to file intellectual property rights, such as patents, utility models, semiconductor protection, etc.). To the extent made available to Elanco by third parties, this reservation of title also applies to the benefit of such third parties.

15.3 The Buyer shall keep confidential information secret. Confidential Information may not be reproduced or used without the prior written consent of Elanco.

15.4 Upon Elanco's first request, all Elanco Confidential Information (including physical or electronic copies or records, if applicable) and items provided on loan must be promptly and completely returned to Elanco or destroyed. Elanco has the right to request written confirmation of this from the Buyer. The Buyer has no right of retention unless the claim on which the right of retention is based is undisputed, has been legally established or is ready for a decision.

15.5 Products that are manufactured according to documents created by Elanco, such as drawings, models and the like, or according to confidential information or with tools or replica tools from Elanco, may not be used by the Buyer, offered to third parties, delivered or made accessible in any other way. This applies mutatis mutandis to Elanco print jobs.

15.6 The Buyer may only refer to its business relationship with Elanco in its advertising with Elanco's prior written consent.

16. Data protection

16.1 The Buyer's personal data, including but not limited to contact information, bank details and information provided to the business, will be stored electronically by Elanco or third parties acting on Elanco's behalf and used to conduct the business. The data will only be used for internal purposes.

16.2 The stored data is subject to the legal provisions on data protection. The applicable privacy policy is available at <https://privacy.elanco.com/>.

17. Other

17.1 Neither Party shall be liable for the failure to perform if the failure is due to a reason beyond the Party's control ("Force Majeure"). This includes, but is not limited to, labour disputes, disruptions through no fault of their own, unrest, official measures and other unavoidable events. If the actual duration of non-performance by either party due to force majeure exceeds the period of one (1) month, the other party shall be entitled to terminate the transaction upon thirty (30) days written notice to the party in need. Neither party shall owe the other party any damages, refunds or indemnities as a result of such termination.

17.2 The Buyer may only offset against claims by Elanco with claims that are undisputed, have been legally established and are ready for payment. The same applies to the exercise of rights to refuse performance and rights of retention that are not based on the same contractual relationship.

17.3 The transfer of rights and obligations under this contract to any third party is prohibited without Elanco's prior written consent and entitles Elanco to withdraw from this contract or terminate it with immediate effect, and the Buyer shall be liable for any damages incurred by Elanco.

17.4 Any failure or delay by Elanco in exercising any rights under these Terms will not constitute a waiver of said right, nor will any single or partial exercise of any right preclude any other or future exercise of said right or any other right.

17.5 Nothing in these Terms shall affect any rights or remedies Elanco may have under the law.

18. Applicable Law and Jurisdiction

18.1 The legal relationships of the parties are governed exclusively by the laws of the Kingdom of Denmark (with exception to the local mandatory statutory clauses in the respective articles above), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Convention on Contracts for the International Sale of Goods).

18.2 The place of jurisdiction for all disputes arising from this business relationship shall be Copenhagen for both Parties if the Buyer is a merchant.

The same applies if the Buyer has its place of residence or registered office outside the Kingdom of Denmark or has moved its place of residence or habitual place of abode from the Kingdom of Denmark after conclusion of the contract or its place of residence or habitual place of abode is not known at the time of filing the complaint.

18.3 Elanco reserves the right to sue the Buyer in another legal jurisdiction.

19. Changes and amendments

Amendments and supplements to the above conditions and the written agreements additionally made at the time of conclusion of the contract must be made in writing. The same applies to deviations from the requirement of written form.

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