

TERMINI E CONDIZIONI GENERALI DI VENDITA

Elanco Italia S.p.A. ("Elanco")

1 Basic Principle

1.1 The following General Terms and Conditions of Sale ("GTS") apply to sales by Elanco Italia S.p.A. ("Elanco"), a company of Elanco Animal Health Inc. having its business seat in the USA.

1.2 Elanco's contractual partner for the purposes of these GTS is hereinafter referred to as the "Buyer". Together, Elanco and the Buyer are referred to as the "Parties". These GTS govern the sale and purchase of Elanco products (the "Products") by the Buyer (the "Agreement").

1.3 This Agreement shall be governed exclusively by these GTS, unless otherwise expressly agreed in writing by the Parties. Without limiting the above, Elanco shall not be bound by any standard or printed terms furnished by the Buyer or referred to in any documents of the Buyer.

1.4 The GTS shall also apply to all future dealings with the Buyer.

1.5 Elanco shall be entitled to amend and supplement these GTS 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 from that. The changes shall be deemed approved in any case if the Buyer does not object in writing within four (4) weeks after receipt of a change notice. The amended or supplemented GTS shall apply to all business that Elanco enters into with the Buyer after the end of this four-week period.

1.6 In light of the fact that Elanco is a subsidiary of Elanco Animal Health Inc., USA, the Parties agree that it is a condition of any sale that any terms that are inconsistent with U. S. laws, regardless of whether such terms appear in the purchase order, letter of credit (if applicable to the Agreement) or elsewhere, shall be void and of no effect.

2 Orders

2.1 Any Agreement 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 sends the goods and invoice.

2.2 If a written order confirmation is sent, this is decisive for type and scope of Elanco's delivery and performance.

2.3 Elanco's price lists, quotations and offers are subject to change and are non-binding.

3 Delivery Terms

3.1 The Products shall be deemed delivered, and the risk of loss or damage to the Products shall pass to the Buyer, as set forth by CIP Incoterms (2020) carriage paid, i.e. as soon as the Products are delivered to the Buyer. If a different Incoterms (2020) is specified in the invoice and/or commercial letter, the Products shall be deemed as delivered, and the risk of loss or damage to the Products passed to the Buyer, as set forth by such different Incoterms (2020).

3.2 Partial deliveries are permitted to a reasonable extent at Elanco's reasonable discretion.

3.3 Returns of Products by the Buyer will not be accepted unless expressly authorized in writing by Elanco.

3.4 If the goods delivered by Elanco will be resold, they should be resold in good condition and in original unopened packaging.

3.5 Elanco shall use reasonable endeavors to deliver the units of products (the "Products") as ordered by the Buyer and accepted by Elanco. If permissible by law, Elanco shall not be liable for any loss of profit, loss of goodwill, loss of anticipated savings, loss of business or any other consequential loss or damage suffered by

the Buyer however caused in case of any delay in the delivery of the Products.

4 Price

4.1 Prices, and payment terms of Products shall be as stated in Elanco's invoice and/or commercial letter. The Buyer shall remit payment of invoice to Elanco upon such terms and conditions.

4.2 The prices are calculated on the basis of the prices valid on the day of conclusion of the Agreement based on the price lists for the individual Products of the specified shipping units minus (if any) an individual customer discount. The prices do not include the VAT payable by the Buyer.

4.3 The minimum order value for orders is Euro 600.00 net (after deduction of all discounts). A different minimum order value or minimum order quantity for orders can be agreed between Elanco and the Buyer for a specific individual case.

5 Payment Terms

5.1 Elanco's standard terms of payment are 60 days end of month, without any deductions. If a deviating payment term is agreed in writing, this payment term shall prevail. Such deviating payment term shall be indicated in the underlying invoice and/or commercial letter.

5.2 Any delay or irregularity in payments will entitle Elanco to:

a) Suspend ongoing supplies, even if they do not relate to the payment in question; b) Immediately block any orders; c) Change the payment terms for subsequent supplies/orders, including requiring advance payment or the issuance of additional guarantees; d) Request, from the due date for payment and without the need to send a formal notice of default, late payment interest on the amount still due, at the rate provided by the current legal provisions for commercial transactions (specifically Legislative Decree no. 231/2002 and subsequent amendments), as well as the costs incurred for the recovery of the debt pursuant to articles 4, 5, and 6 of Legislative Decree no. 231/2002, without prejudice to Elanco's right to claim compensation for greater damages suffered. Any derogations from Legislative Decree no. 231/2002 are void unless expressly agreed with Elanco as set forth by Legislative Decree no. 231/2002.

Furthermore, in the aforementioned cases, any sums due to Elanco for any reason will become immediately due and payable. Except for the right to the possible return of the sums paid by credit note, the Buyer will be required to make full payment and will not be able to delay or suspend payments for the Products even if exceptions, disputes, or controversies arise, which will be settled only after the payment of the amounts due. The Buyer hereby preemptively waives the right to claim compensation with any credits that may arise, of any origin, towards Elanco. Pursuant to article 26 of Presidential Decree 633/72, no rounding or allowances on payments are permitted. Payments to third parties and/or Elanco employees are not authorized without express authorization from Elanco.

5.3 If the Buyer breaches material contractual obligations, i.e. those whose fulfilment is essential for the proper execution of the Agreement and on which compliance Elanco may regularly rely, and thus jeopardizes the purpose of the Agreement, Elanco may terminate the contract at any time if the Buyer does not remedy the breach of contract within 15 days from being requested to remedy this breach by Elanco.

5.4 In the event of a material deterioration in the Buyer's financial circumstances, Elanco shall be entitled to suspend/block orders. However, the Buyer may continue to request delivery if it offers advanced payment.

6. Obligation to examine and give notice of defects

- 6.1 Upon receipt of the Products, the Buyer must perform a physical count of the packages and compare it with the number indicated on the Proof of Delivery ("POD"). If the Buyer identifies discrepancies, they must indicate the number of packages found on the POD and

accept or reject the delivery with reservation. For any discrepancies identified after the initial verification, the Buyer must notify Elanco within three (3) business days of receiving the Products, providing all necessary details (missing item and quantity, involved package number, etc.). Additionally, the Buyer must:

- Upon receipt of the Products, visually inspect the material to check for any damaged packages or evident tampering of the pallets. If damaged or tampered packages are found, the Buyer must note the details on the POD and, if possible, provide photographic evidence. The notification, including all details (missing item and quantity, involved package number, etc.), must be sent within three (3) business days of receiving the Products.
- If the Buyer finds damaged or tampered packages, they must retain the empty boxes to enable Elanco to possibly reclaim them.
- If the Buyer identifies missing materials upon opening the boxes, they must send their notification with all details (missing item and quantity, involved package number, etc.) and, where possible, photographic evidence within five (5) days of receiving the Products.

6.2 If the Buyer fails to provide the written notifications mentioned in point 6.1 above, the goods shall be deemed accepted in view of such defects.

6.3 If a defect is discovered at a later time that was not detectable during the inspection (hidden defect), the notification of the defect must be made immediately, at the latest within eight (8) business days after the discovery of the defect; otherwise, the Products are also deemed to be accepted in view of this defect, and the Buyer will not be able to raise any claims, disputes, or withhold payment in relation to any of the delivered Products.

7 Warranty for defects

7.1 Elanco warrants that, on the date of hand-over to the selected transport/freight forwarding company (or to their contractors or agents), the Products will conform to the specifications of the Products. Elanco further warrants that the Products are adequately contained, packaged and labeled and conform to the affirmations of fact on the container.

7.2 Elanco's warranty is void if it concerns defects that solely result from improper or inappropriate handling of the goods, in particular improper storage by the Buyer.

7.3 Elanco's warranty may take the form of a replacement or refund, or as otherwise agreed between the Parties.

7.4 In case of a refund according to clause 7.3, Elanco shall reimburse the Buyer with the net invoiced price of the delivered goods issuing a separate credit note.

8 Liability of Buyer

8.1 The Buyer shall be liable for any loss or shortage of or damage to the Products of which Elanco is not properly notified as set forth above. Within the limits set forth by the applicable law, Elanco shall not be liable for any loss of profit, loss of goodwill, loss of anticipated savings, loss of business or any other consequential loss or damage suffered by the Buyer however caused.

8.2 The Buyer shall hold Elanco harmless with respect to any claims by other persons who incur injury or loss as a result of any new products manufactured, sold, marketed, advertised or traded by the Buyer and containing the Products supplied by Elanco, or as a result of any other action of Buyer in violation of its covenants under these GTS.

8.3 The Parties acknowledge that Buyer assumes all responsibilities for the quality of any new products manufactured by Buyer containing any of the Products supplied by Elanco, except to the extent of Elanco's warranty set forth in Section 7.

9 Adverse Events/ Product Complaints

9.1 In the event the Buyer becomes aware of an Adverse Event or Product Complaint with respect to a Product, the Buyer shall use commercially reasonable efforts to have the Customer report such event or issue by contacting Elanco in accordance with the instructions on the Product labelling.

For these GTS, an Adverse Event and Product Complaint shall mean:

- An Adverse Event (includes all associated terms) is any observation in animals, whether or not considered to be Product related, that is unfavourable and unintended and that occurs after any exposure to, or any use of, an Elanco product (off-label and on-label uses). Included are events related to a suspected lack of expected efficacy or noxious reaction in humans after being exposed to the product. Perceived lack of effect is indicated by the reporter to suggest that the Elanco product is not effective, or not as effective, or the therapeutic response is decreased. Adverse events include:
 - violations of approved maximum residue limits of an animal drug product in animals or animal products;
 - violations of environmental limits or restrictions associated with the use or exposure to an animal drug product;
 - any suspected transmission of an infectious agent via a veterinary medicinal product.
- A Product Complaint is a written, oral, or electronic communication that alleges deficiencies related to the safety, identity, strength, purity, quality, potency, durability, effectiveness or performance of a product manufactured and/or distributed by Elanco that could be related to manufacturing, packaging or labelling.

9.2 Where there is any conflict between these GTS and a pharmacovigilance (PV) agreement, the PV Agreement shall take precedence to the extent of such conflict.

10 Recall

10.3 In the event of a recall, i. e. the rapid recovery from the market of any lot or batch of a known or suspected defective Product (Elanco Product and/or any product containing Elanco Product) (the "Recall"), Elanco and the Buyer shall cooperate fully with one another in conducting the Recall. In case of recall of the Products, Elanco will be responsible for the Recall except as required by law and agreed upon in writing by Elanco. Where the Recall is caused by any action of the Buyer in violation of its contractual or legal obligations, the Buyer shall pay all costs and expenses of any Recall. If the Recall is caused by reasons other than an action of the Buyer in violation of its contractual or legal obligations, Elanco shall pay all of the costs and expenses for such a Recall.

11 Non-Disclosure and Confidentiality

11.1 Unless required by law, neither Party shall release any information to any third person with respect to the terms of the Agreement without the prior written consent of the other Party. This prohibition includes, but is not limited to, press releases, educational and scientific conferences, promotional materials, governmental filings, and discussion with lenders, investment bankers, public officials, and the media. Notwithstanding the foregoing, Elanco has the right to provide its affiliated companies with any information on the Transaction and these GTS.

11.2 Each Party acknowledges that, as a result of this Agreement, each may acquire from the other certain confidential information of the other Party (including information of a third party that a Party is under an obligation to maintain in confidence), including trade secrets and know-how concerning the goods, processes or other products. Each Party agrees to hold in confidence and not communicate or disclose to any other person nor use for its own benefit or the benefit of any other person, any confidential information received from the disclosing Party without the prior written consent of the disclosing Party. However, this obligation of confidentiality and non-use shall not apply to information that was known to the receiving Party prior to its receipt from the disclosing party, is known to the general public prior to its receipt from the

disclosing Party or subsequently becomes known to the public through no fault of the receiving Party or is obtained by the receiving Party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure.

12 Use of Personal Information / Data protection

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 perform the Agreement and solely for internal purposes.

For more information about Elanco's privacy practices and how Buyer's personal data will be handled, please see Elanco's Global Privacy Notice on available at <https://privacy.elanco.com/it>.

13 Legal Compliance

13.1 Compliance with Laws. In connection with these GTS, the Parties have complied with, and will comply with, all applicable local, national, and international laws, regulations, industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, the U.K. Bribery Act 2010 ("UKBA"), as amended, Legislative Decree no. 231/ 2001 and any laws enacted to implement the Organization of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.

13.2 Prohibited Conduct: In connection with a Transaction, Buyer has not made, or provided, and will not make or provide, any payment or benefit offered, given, promised to give, or authorized, and will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to Government Officials, customers, business partners, animal health professionals or any other person in order to (i) secure an improper benefit or unfair business advantage, (ii) affect private or official/government decision making, (iii) inducing the person or official to do or omit to do an act in violation of a lawful or otherwise required duty, (iv) inducing the person or official to improperly influence the act of any organization, including any government or government instrumentality, to assist you or Elanco in obtaining or retaining business, (v) affect prescribing or application of Elanco products, or (vi) induce someone to breach professional or ethical duties or standards. Buyer confirms that it is are unaware of any improper benefit requested or received by any third party in connection with this Agreement. "Government Official" is any officer or employee or anyone acting in an official capacity on behalf of any of: (i) a government or any department or agency thereof; (ii) a public international organization, or any department, agency or institution thereof; (iii) a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university; or (iv) any political party or party official or candidate for public or political party office.

13.3 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.

13.4 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.

13.5 Buyer agrees that it will maintain accurate and complete records having to do with these GTS or the Agreement for the term required by the applicable law. The Buyer further agrees that it will maintain adequate internal controls. Buyer will make relevant documents available for review by Elanco, or an independent party

nominated by Elanco, to show compliance with this requirement at Elanco's request.

13.6 Buyer agrees to cooperate in good faith to investigate the extent of any potential violations of law in connection with these GTS or the Agreement.

13.7 At any time, and without notice to Buyer, Elanco may disclose information relating to a possible violation of laws, or the existence of the terms of these GTS or the Agreement, including the compensation provisions, to a client, to a government or government agency, and to anyone that Elanco determines to have a legitimate need to know.

13.8 Pursuant to Legislative Decree 231/2001 "Regulations on the administrative liability of legal entities, companies, and associations, including those without legal personality, in accordance with Article 11 of Law No. 300 of 29 September 2000", Elanco has adopted an Organizational and Management Model and a Code of Conduct, both of which can be consulted at the company's offices. The Buyer declares they have reviewed the Company's Code of Ethics available on the website www.Elanco.it, and commits to refrain from behaviors contrary to the principles contained therein, promptly reporting any violations of the aforementioned principles to Elanco's Supervisory Body (organismodivigilanza@elanco.com). The violation of the principles established in the Code of Ethics is considered a serious breach of the Agreement, leading to its termination pursuant to Article 1456 of the Italian Civil Code.

13.9 The Buyer and/or their representatives commit to not offering gifts to Elanco employees and/or their family members, to not accepting such requests from them, and to reporting to Elanco's Ethics and Compliance Department any requests for gifts or compensation of any kind they may receive from Elanco employees.

13.10 Buyer agrees that a breach of this section of these GTS shall be considered as a material breach of the GTS and that Elanco may immediately seek all remedies available under law and equity including termination of these GTS if it believes, in good faith, that a provision of this section of these GTS has been breached by Buyer.

14 Miscellaneous

14.1 Each party shall ensure that it will at all times have all necessary licenses, consents and authorizations in full force and effect to enable the performance of its obligations related to this Transaction and that it will at all times comply with all relevant laws, regulations and codes applicable to the performance of the Transaction. In case any license, consent or authorization is revoked, Buyer shall immediately inform Elanco. The Buyer shall within a period of three (3) working days, provide a copy of the valid license to Elanco upon request. Elanco shall have the right to withhold the delivery of any Products if Buyer fails to provide the license as set forth above.

14.2 Nothing in these GTS shall prejudice any right or remedy which Elanco may be entitled to by law.

14.3 The Buyer may not assign or transfer any of the Buyer's rights or obligations under these GTS to a third party without Elanco's prior written consent.

14.4 A failure or delay by Elanco in exercising any rights under these GTS shall not operate as a waiver of that right, nor shall the single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right.

14.5 Neither party shall be liable for failure to perform if the failure is attributable to any cause which is reasonably beyond the party's control ("Force Majeure"). In the event the actual period of non-performance by either party because of Force Majeure conditions exceeds one (1) month, the other party shall be entitled to terminate the Transaction based on thirty (30) days written notice to the non-performing party. Neither party shall owe to the other

