

## MERCK ANIMAL HEALTH DIRECT TERMS AND CONDITIONS

Effective: 10/1

### ORDER GUIDELINES:

1. Orders for products requiring refrigeration (e.g., Biologicals) ship on Monday, Tuesday, Wednesday, and Thursday, excluding holidays.
2. Orders for products offered on a promotion or special must be received by 12:00 noon central time on the last day of the program to qualify for the program or special.

### TERMS:

1. Merck Animal Health reserves the right to limit product quantity.
2. An invoice is issued for every order.
3. If paying via invoice, invoices are due in full 30 days from the date of invoice.
4. If Direct debit is selected, payment will be automatically collected via Direct Debit on the 20<sup>th</sup> of the month for invoices that are past due.
5. Merck Animal Health reserves the right to charge a convenience fee for non-cash equivalent payment methods. Notice and amount of the convenience fee will be provided prior to or at check out.
6. Merck Animal Health reserves the right to assess an interest charge on balances more than 30 days past due at a rate that is the lower of 1 ½% per month or the highest rate permitted by applicable law.
7. Merck Animal Health reserves the right to charge sales tax if customer does not provide up-to-date documentation of sales tax exemption status.
8. All shipments will be FOB (Free on Board) shipping point. Any damage caused by Merck or Merck's designated shipper shall be the responsibility of Merck. If Merck's designated shipper damages the product, customer authorizes Merck to pursue a damage claim against the shipper and will assist Merck as necessary.
9. In the event any of these terms of sale are not permitted under applicable state or local laws, the remaining terms of sale shall remain enforceable to the greatest extent permitted.
10. By purchasing products from Merck Animal Health under these terms, customer represents and warrants that: (a) Customer has obtained and will maintain any and all registrations and approvals necessary to purchase products in compliance with applicable federal, state, and local laws and regulations, including, without limitation, laws and regulations governing the purchase and further sale of prescription drug products to end users, (b) Customer will at all times operate in a manner that is consistent with customer's applicable licensure, including federal, state, and local licenses and registrations, and (c) without limiting the foregoing, customer will request shipment of products only to addresses authorized by applicable federal, state, and local laws to receive the products in question. Customer agrees to not distribute products (including via drop-shipment) to an end user unless permitted by the jurisdiction in which the recipient is located. Purchaser will provide proof of purchaser's compliance with this subsection upon reasonable written request by Merck Animal Health.

**TRANSPORTATION CHARGES:**

1. A customer order meeting a minimum order size of \$500 will be shipped pre-paid.
2. A shelter/non-profit/University customer order meeting a minimum order size of \$250 will be shipped pre-paid. Minimum order size service charge for non-profits will begin 1/1/2024.
3. An order totaling less than the minimum will be assessed a service charge.
4. Merck Animal Health determines the time, route and method of shipment based on service standards. If the customer requests special routing, the additional charges will be added to the invoice.

**TRANSPORTATION CLAIMS FOR DAMAGES AND/OR SHORTAGES:**

1. In the event of damage or incomplete shipments:
  - a. For product ordered on eShop, initiate return via eShop.
  - b. For product ordered via email/phone, contact Customer Care at 1-800-521-5767. Customer Care hours of operation are 8:00 AM to 5:00 PM CST (Monday – Friday)
2. Damage or shortage must be reported within 10 business days of delivery to be eligible for credit or replacement.
3. One copy of the carrier's delivery receipt noting the damage or shortage, together with instructions for credit or replacement, must be submitted within 15 days of delivery date.
4. Errors in shipping or order processing by Merck Animal Health will be accepted for full credit provided notification of the discrepancy is made to Merck Animal Health within 10 business days from date of receipt and product is returned in a merchantable condition. Returns made after 10 business days will be handled under the Merck Animal Health returned goods policy in effect on the day of the proposed return. Merck Animal Health shall, in its sole discretion, provide appropriate compensation, if any.
5. Merck Animal Health reserves the right to reject any claim not made within the specific period.

**RETURNED GOODS POLICY:**

1. Products purchased directly from Merck Animal Health may be returned for credit to the original form of payment provided they meet the following provisions.
  - a. Product returns **must** be authorized by Merck Animal Health prior to return. Merck Animal Health will issue a Return Authorization Number for each authorized return. Returns made without prior authorization become the property of Merck Animal Health and Merck Animal Health will dispose of this merchandise and declare no replacement value or return to Customer at Customer's expense.
  - b. Samples or "free goods" are not returnable for credit. This will include "free goods" received as part of any promotional offer.

- c. In the case of returns involving product purchased as part of promotional offers, Merck Animal Health will allow credit up to the quantity of product that was purchased. No credit will be issued for “free goods” received.
  - d. Returns will be reviewed by Merck Animal Health for “free goods”, based upon serial or lot numbers shipped.
2. Returns are accepted from the original purchaser, product purchased through a distributor should be returned through the distributor in accordance with the returned goods policy of the distributor. MERCK ANIMAL HEALTH IS NOT RESPONSIBLE FOR ANY DISCREPANCY BETWEEN THE MERCK ANIMAL HEALTH RETURNED GOODS POLICY AND THE RETURNED GOODS POLICY OF ANY DISTRIBUTOR FROM WHICH THE PRODUCTS WERE PURCHASED.
3. Products carrying an expired date and returned within 90 days after that expiration in **unopened and unmarked selling units\*** will be issued credit at the price less a 20% handling charge. **Freight charges for return of expired product are the responsibility of the customer.** (Products returned after 90 days of expiration will not be eligible for credit.)
4. If products are authorized for return prior to product expiration date, they must be returned freight prepaid and will be credited at the price less a 20% handling charge. Returned products must be in **unopened and unmarked selling units\*** and in saleable condition, or no credit will be issued.
5. Merck Animal Health must receive authorized returns no later than 15 days after the Return Authorization Number is issued. Product received after this time will be destroyed and no credit will be issued.
6. Swine products are non-returnable.
7. Poultry products are non-returnable.

\*A selling unit is the smallest unit or "put-up" that Merck Animal Health ships excluding Equine Vaccines. Merck Animal Health will accept individual syringes of Equine Vaccines for return and credit.