

# Hardware Supply Agreement

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This agreement will become binding on a customer (the “Customer”) and Veterinary Solutions Limited (“HSVS”) when a valid Schedule (as defined below), which lists Supplied Equipment (as defined below) to be supplied, (1) has been signed by the Customer, (2) returned to HSVS and (3) if the Customer has made any amendments to the Schedule, HSVS has indicated that it accepts such amendments to the Schedule. The terms of this agreement shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer’s purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

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Between

1. VETERINARY SOLUTIONS LTD (trading as Covetrus Veterinary Solutions) (Company No. 4207571) whose principal place of business is Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS (“HSVS”); and
2. THE CUSTOMER is the person or legal entity who engages HSVS to supply them with the Supplied Equipment and whose name and address, registered office address or principal place of business are set out in the Schedule (the “Customer”);

Each can be described as a “party” and together the “parties”.

## PRELIMINARY

HSVS has agreed to sell to the Customer the Supplied Equipment listed in the Schedule (all as defined below) upon the terms and conditions of this agreement.

## OPERATIVE PROVISIONS:-

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings unless the context otherwise requires:

“Acceptance Date” means the date upon which the Supplied Equipment are accepted by the Customer (deemed or actual) in accordance with clause 6.2 below;

“Actual Delivery Date(s)” means the actual date(s) of delivery of the Supplied Equipment to the Site;

“Affiliates” means any business entity from time to time controlling, controlled by, or under common control with, either party;

“Delivery Date(s)” means the planned date(s) for delivery of the Supplied Equipment to the Site as set out in the Schedule;

“Installation Services” means the provision of services in respect of installation of the Supplied Equipment at the Site(s) where such has been agreed between the parties and included in the Schedule;

“Purchase Price” means the aggregate price of the Supplied Equipment and the Installation Services (if applicable) as set out in the Schedule;

“Schedule” means the Schedule of Investment or some other order form agreed between the parties;

“Site(s)” means the address or addresses for delivery of the Supplied Equipment as set out in the Schedule;

“Supplied Equipment” means the items of hardware listed as to be supplied in the Schedule;

1.2 Where the provisions of a Schedule do not reflect the provisions of this Agreement, the provisions of the Schedule control and take precedence over the provisions of this Agreement but only for the purposes of that Schedule and the terms and provisions of this Agreement are not otherwise amended, modified, cancelled, waived or released.

## 2. SALE

2.1 In consideration of the payment by the Customer of the Purchase Price to HSVS, HSVS agrees to sell the Supplied Equipment and, if applicable, provide the Installation Services to the Customer.

## 3. QUANTITY AND DESCRIPTION

3.1 The quantity and description of the Supplied Equipment shall be as set out in the Schedule.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by HSVS, and any descriptions or illustrations contained in HSVS’s catalogues or brochures

are issued or published for illustrative purposes only and they do not form part of the agreement.

3.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by HSVS shall be subject to correction without any liability on the part of HSVS.

3.4 HSVS reserves the right (but does not assume the obligation) to make any changes in the specification of the Supplied Equipment which are required to conform with any applicable legislation or, where the Supplied Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where HSVS is not the manufacturer of the Supplied Equipment, HSVS shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to HSVS.

3.5 HSVS's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Supplied Equipment.

#### 4. PURCHASE PRICE

4.1 The Purchase Price shall include:

- (a) the cost of delivery of the Supplied Equipment to the Site; and
- (b) where applicable, the provision of the Installation Services at the Site.

4.2 The Purchase Price shall not include value added tax which shall be payable by the Customer in the manner and at the rate from time to time prescribed by law.

4.3 A deposit of a minimum of 10% of the total value of the quotation is due upon signing of the customer quotation. Payment in full of the Purchase Price (together with value added tax thereon) shall become due 30 days after the receipt by the Customer of appropriate invoices and, if applicable, after performance by HSVS of its obligations under clause 6.1.

4.4 Time for payment of the Purchase Price shall be of the essence of the agreement.

4.5 HSVS reserves the right to charge the Customer interest in respect of the late payment of any sum due under this agreement (as well after as before judgement) at the rate of 4 per cent per annum above the base rate from time to time of National Westminster Bank plc from the due date until payment in full.

#### 5. DELIVERY

5.1 HSVS shall use its reasonable endeavours to deliver the Supplied Equipment to the Site on the Delivery Date but any such date is approximate only. If no dates are specified in the Schedule, delivery shall be within a reasonable time following the entering into of this agreement. Time is not of the essence as to delivery of the Supplied Equipment and HSVS is not in any circumstances liable for any delay in delivery, however caused.

5.2 The Customer shall be responsible (at the Customer's cost) for preparing the Site(s) for the delivery of the Supplied Equipment and for the provision of all necessary access and facilities reasonably required to deliver and provide the Installation Services (if applicable). If HSVS is prevented from carrying out delivery or the Installation Services on the specified date because no such preparation has been carried out, HSVS may levy additional charges to recover its loss arising from this event.

## 6. INSTALLATION AND ACCEPTANCE

6.1 If HSVS has agreed in the Schedule to provide the Installation Services, HSVS shall in consideration for the payment of the Purchase Price commence the Installation Services on the Actual Delivery Date and shall inform the Customer when such Installation Services have been completed.

6.2 The Customer shall be deemed to have accepted the Supplied Equipment upon:

- (a) the date that HSVS informs the Customer that Installation Services have been completed; or
- (b) if HSVS has not agreed in the Schedule to provide the Installation Services, the Actual Delivery Date.

## 7. RISK AND PROPERTY

7.1 The Supplied Equipment shall be at the risk of HSVS until delivery to the Customer at the Site. HSVS shall off-load the Supplied Equipment at the Customer's risk.

7.2 Ownership of the Supplied Equipment shall pass to the Customer on the later of completion of delivery (including without limitation off-loading), or when HSVS has received in full in cleared funds the Purchase Price and all other sums which are or which become due to HSVS from the Customer on any account.

7.3 Until ownership of the Supplied Equipment has passed to the Customer under condition 7.2, the Customer shall:

- (a) hold the Supplied Equipment on a fiduciary basis as HSVS's bailee;

(b) not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Supplied Equipment;

(c) store the Supplied Equipment (at no cost to HSVS) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as HSVS's property;

(d) not destroy, deface or obscure any identifying mark or packaging on or relating to the Supplied Equipment; and

(e) keep the Supplied Equipment insured on HSVS's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of HSVS, ensure that HSVS's interest in the Supplied Equipment is noted on the policy, and hold the proceeds of such insurance on trust for HSVS and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.4 If in breach of clause 7.3(b) above the Customer sells the Supplied Equipment then any proceeds of sale in respect thereof and all rights arising under or in respect of said sale shall be held (in the case of the proceeds of sale in a separate account) by the Customer as trustee for HSVS.

7.5 The Customer's right to possession of the Supplied Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 12 arise or if the Customer encumbers or in any way charges the Supplied Equipment, or if the Customer fails to make any payment to HSVS on the due date.

7.6 The Customer grants HSVS, its agents and employees an irrevocable licence at any time to enter any premises where the Supplied Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by HSVS in repossessing the Supplied Equipment shall be borne by the Customer.

7.7 On termination of the agreement for any reason, HSVS's (but not the Customer's) rights in this clause 7 shall remain in effect.

7.8 HSVS may appropriate payments by the Customer to such Supplied Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

## 8. WARRANTY

8.1 Subject to the exceptions set out in this clause 8 and the limitations upon its liability set out in clause 10 below, HSVS warrants to the Customer that, insofar as and to the extent that HSVS is the manufacturer of the Supplied Equipment, that the Supplied Equipment is materially free from defects of workmanship and materials. HSVS undertakes (subject to the remainder of this clause 8), to use its reasonable endeavours, to repair or replace Supplied Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within 30 days of the Acceptance Date.

8.2 HSVS warrants to the Customer that it will perform the Installation Services in accordance with all applicable laws and regulations and with reasonable care and skill.

8.3 HSVS shall not in any circumstances be liable for a breach of the warranty contained in clause 8.1 unless:

(a) the Customer gives written notice of the defect to HSVS within seven days of the time when the Customer discovers or ought to have discovered the defect; and

(b) after receiving the notice, HSVS is given a reasonable opportunity of examining such Supplied Equipment and the Customer (if asked to do so by HSVS) returns such Supplied Equipment to HSVS's place of business for the examination to take place there.

8.4 HSVS shall not in any circumstances be liable for a breach of the warranty in clause 8.1 if:

(a) the Customer makes any use of Supplied Equipment in respect of which it has given written notice under clause 8.3(a); or

(b) the defect arises because the Customer failed to follow HSVS's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Supplied Equipment or (if there are none) good trade practice; or

(c) the Customer alters or repairs the relevant Supplied Equipment without the written consent of HSVS.

8.5 Any repaired or replacement Supplied Equipment shall be under warranty for the unexpired portion of the 30 day period.

8.6 All spare parts and/or replacements provided by HSVS to the Customer shall become part of the Supplied Equipment. All parts and components removed from the Supplied Equipment by HSVS pursuant to this clause shall no longer constitute part of the Supplied Equipment and will be the property of HSVS. The Customer will assign to HSVS, with full

title guarantee and free from all third-party rights, all parts and components removed from the Supplied Equipment by HSVS in accordance with this clause 8.6.

8.7 HSVS shall not in any circumstances be liable for any damage or defect to the Supplied Equipment caused by:

- (a) improper use of the Supplied Equipment or use outside its normal application;
- (b) accident, neglect or misuse;
- (c) failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control;
- (d) the use of items not supplied or manufactured by HSVS or on his behalf; or
- (e) unusual physical or electrical stress.

8.8 The Customer accepts responsibility for the selection of the Maintained Equipment to achieve its intended results and acknowledges that the Maintained Equipment has not been developed to meet the individual requirements of the Customer.

8.9 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## 9. REMEDIES

9.1 HSVS shall not in any circumstances be liable for any non-delivery of Supplied Equipment (even if caused by HSVS's negligence) unless the Customer notifies HSVS in writing of the failure to deliver within seven days after the scheduled Delivery Date.

9.2 Any liability of HSVS for non-delivery of the Supplied Equipment shall in all circumstances be limited to replacing the Supplied Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Supplied Equipment.

9.3 If HSVS's performance of its obligations under the agreement is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under clause 14), the Customer shall in all circumstances be liable to pay to HSVS all reasonable costs, charges or losses sustained by it as a result, subject to HSVS notifying the Customer in writing of any such claim it might have against the Customer in this respect.

9.4 In the event of any claim by the Customer under the warranty given in condition 8.1, the Customer shall notify HSVS in writing of the alleged defect. HSVS shall have the option of testing or inspecting the Supplied Equipment at its current location or moving it to HSVS's premises (or those of its agent or sub-contractor). If the Customer's claim is subsequently found by HSVS to be outside the scope or duration of the warranty in clause 8, the costs of transportation of the Supplied Equipment, investigation and repair shall be borne by the Customer.

## 10. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE

10.1 Except as expressly stated in clause 10.2:

(a) HSVS shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential (including loss or damage suffered by the Customer as a result of an action brought by a third party), and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) special damage even if HSVS was aware of the circumstances in which such special damage could arise;
- (ii) loss of profits;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data;
- (vii) loss of contract;
- (viii) loss of use,

provided that this clause 10.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 10.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (viii) inclusive of this clause 10.1(a);



(b) the total liability of HSVS, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to (i) the Purchase Price or (ii) £500,000 (five hundred thousand pounds) (whichever is lower);

(c) the Customer agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) HSVS shall have no liability in any circumstances otherwise than in accordance with the express terms of this agreement; and

(d) subject to clause 8, HSVS shall have no liability to the Customer in respect of any liability unless the Customer shall have served written notice of the same upon HSVS within 2 (two) months of the date it became aware of the circumstances giving rise to the liability or the date when it ought reasonably to have become so aware.

10.2 The exclusions in clause 8.8 and clause 10.1 shall apply to the fullest extent permissible at law, but HSVS does not exclude liability for:

(a) death or personal injury caused by the negligence of HSVS, its officers, employees, contractors or agents;

(b) fraud or fraudulent misrepresentation;

(c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any other liability which may not be excluded by law.

10.3 All dates supplied by HSVS for the delivery of the Supplied Equipment or the provision of Installation Services shall be treated as approximate only. HSVS shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

10.4 All references to “HSV S” in this clause 10 shall, for the purposes of this clause and clause 21 only, be treated as including HSVS and its Affiliates and both their employees, subcontractors and suppliers, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 21.

10.5 Nothing in this clause 10 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 If HSVS manufactures the Supplied Equipment, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified HSVS against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by HSVS in connection with, or paid or agreed to be paid by HSVS in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from HSVS's use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of HSVS.

11.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Supplied Equipment are and shall remain the sole property of HSVS or (as the case may be) third party rights, owner.

11.3 HSVS shall retain the property and copyright in all documents supplied to the Customer in connection with the agreement and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of HSVS.

11.4 HSVS's Intellectual Property Rights in and relating to the Supplied Equipment shall remain the exclusive property of HSVS, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

## 12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the bankruptcy of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(c) to clause 12.1(j)(inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.2 HSVS may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer:

(a) fails to pay any amount due under this agreement or any other agreement between the parties on the due date for payment and remains in default not less than 14 days after being notified to make such payment;

(b) is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control from accepting delivery of the Supplied Equipment;

(c) breaches any of the terms in clause 7; or

(d) disputes the ownership or validity of HSVS's Intellectual Property Rights.

12.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

12.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12.5 On termination for any reason:

(a) the Customer shall immediately pay any outstanding unpaid invoices and interest due to HSVS. HSVS shall submit invoices for any sums due to HSVS under this agreement, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt; and

(b) if the Supplied Equipment has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 13. CONFIDENTIALITY

13.1 Each party shall, during the term of this agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority)

any, information (written or oral) of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information (including by its employees, agents and sub-contractors).

#### 14. FORCE MAJEURE

14.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority or interruption or failure of utility service (an "Event of Force Majeure").

14.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

14.3 If a default due to an Event of Force Majeure shall continue for more than 13 (thirteen) weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

#### 15. WAIVER

15.1 The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

#### 16. NOTICES

16.1 Any notice request instruction or other document to be given hereunder may be personally delivered or sent by first class post of the other party set out in this agreement (or such other address as may have been notified) and any such notice or other document

shall be deemed to have been served, if delivered personally, at the time of delivery and, if sent by post, upon the expiration of 48 hours after posting provided that if the date of deemed service is not a working day, such notice shall be deemed to have been served on the next following working day.

## 17. INVALIDITY AND SEVERABILITY

17.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

## 18. ENTIRE AGREEMENT

18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 19. VARIATION

19.1 No variation of this agreement or the Schedule shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 20. SUCCESSORS

20.1 This agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

## 21. THIRD PARTY RIGHTS

21.1 HSVS and the entities referred to in clause 10.4 may enforce the terms of this agreement subject to and in accordance with this clause 21, this agreement and the Contracts (Rights of Third Parties) Act 1999.

21.2 It is agreed that it is intended to confer a benefit on HSVS and its Affiliates and both their employees, subcontractors and suppliers by making the exclusions and limitations of liability available to them in accordance with this agreement, provided that the rights of such Affiliates, employees, subcontractors and suppliers under this agreement shall only be enforceable by HSVS on their behalf. HSVS will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit.

21.3 For the avoidance of doubt, Covetrus, Inc. (the "Parent"), any subsidiaries of HSVS and any subsidiaries of the Parent, may, at the direction of Covetrus or the Parent, exercise any of the rights, or assume any of the duties, of HSVS hereunder, provided that HSVS shall be responsible for the performance of, and the adherence to this agreement by the Parent, any subsidiaries of HSVS and any subsidiaries of the Parent (as relevant).

21.4 Except as provided in clauses 21.1, 21.2, and 21.3 a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21.5 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

## 22. ASSIGNMENT AND SUBCONTRACTING

22.1 The Customer shall not:

(a) be entitled to assign, transfer, charge, sub-contract, sub-licence, novate or otherwise dispose of (including by means of holding the benefit of the same on trust for any third party) this agreement nor all or any of its rights and obligations hereunder; or

(b) deal in any other manner with any or all of its rights and obligations under this agreement;

without the prior written consent of HSVS.

22.2 HSVS shall be entitled from time to time to appoint sub-contractors to provide the Installation Services.

22.3 HSVS shall be entitled to assign, transfer, charge, sub-contract, sub-license, novate or deal in any other manner with any or all of its rights and obligations under this agreement

in its entire discretion and the Customer shall on request by HSVS execute a novation agreement in respect thereof in such form as HSVS shall require.

22.4 Notwithstanding clause 13, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 22.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

## 23. VAT

23.1 Save insofar as otherwise expressly provided all amounts stated in this agreement are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefor.

## 24. HEADINGS

24.1 Headings to clauses in this agreement are for the purposes of information and identification only and shall not be construed as forming part of this agreement.

## 25. NO PARTNERSHIP OR AGENCY

25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 26. JOINT AND SEVERAL LIABILITY

1.1 All agreements on the part of the Customer which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successors in title to the Customer.

## 27. LAW

1.2 This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts