

**BOEHRINGER INGELHEIM VETMEDICA GMBH  
TERMS & CONDITIONS  
PURCHASE OF PRODUCTS**

Version 01/2019

- 1. DEFINITIONS**
- 1.1. "**Adverse Events**" are any observations in animals, whether or not considered to be Product-related, that are unfavorable and unintended and that occur after any use of a Product (off-label and on-label uses). Included are events related to a suspected lack of expected efficacy, noxious reactions in humans after being exposed to the Product, a suspected violation of the approved maximum residues limits/insufficient withdrawal period, a potential environmental problem or a suspected transmission of an infectious agent.
- 1.2. "**Agreement**" shall have the meaning as set forth in Section 2.1.
- 1.3. "**Authorized Signatory**" is an employee or representative of a Party who has authority by virtue of that Party's internal procedure to commit that Party to a legally binding contract.
- 1.4. "**BI**" shall mean Boehringer Ingelheim Vetmedica GmbH a private company, having its business address at Binger Strasse 173, 55216 Ingelheim am Rhein.
- 1.5. "**Customer**" shall have the meaning as set forth in Section 2.1.
- 1.6. "**Customer PV Contact**" shall have the meaning as set forth in Section 17.5.
- 1.7. "**Export Control Law**" shall have the meaning as set forth in Article 24
- 1.8. "**Item**" means any Product, good, material, service, technical data, software, or technology.
- 1.9. "**Party**" shall mean each, BI and the Customer (collectively the "**Parties**").
- 1.10. "**Price List**" means BI's record of prices prevailing at any particular point in time, as amended and e-mailed from time to time by BI.
- 1.11. "**Product**" shall have the meaning as set forth in Section 2.1.
- 1.12. "**Regulatory Authority**" means any (i) governmental authority, notified bodies or other organization in a country or region that regulates the manufacture or sale of pharmaceutical or medicinal products or medical devices and any successors thereto and (ii) any other relevant bodies authorized by applicable law to review or otherwise exercise oversight over marketing authorization applications, import permits or other regulatory filings or regulatory approvals.
- 1.13. "**Sanctioned Party**" shall have the meaning as set forth in Article 24.
- 1.14. "**T&C**" shall mean these terms and conditions.
- 1.15. "**Taxes**" shall mean all forms of preliminary or finally imposed taxation, domestic and foreign taxes, fees, levies, duties and other assessments or charges of whatever kind (including but not limited to sales, use, excise, stamp, transfer, property, value added, goods and services, withholding and franchise taxes) together with any interest, penalties or additions payable in connection with such taxes, fees, levies duties and other assessments or charges.
- 1.16. "**Territory**" shall mean the country of the Customer's place of business.
- 2. GENERAL**
- 2.1. These T&C are applicable to purchases of animal health pharmaceutical or medicinal products ("**Product**") concluded by BI's acceptance of an order placed by a customer ("**Customer**"). Such purchase agreement governed by this T&Cs being referred to as agreement ("**Agreement**").
- 2.2. These T&Cs supersede any terms and conditions oral or written referred to, offered or relied on by the Customer, whether in negotiation or at any other time in the dealing between BI and the Customer, with reference to the purchase of Products.
- 2.3. Without prejudice to the matters above, BI will not be bound by any standard, oral, or printed terms or any other terms whatsoever provided by the Customer in any of its documents or otherwise unless the Customer specifically states in writing, separately and distinct from such terms that it intends such terms to apply and an Authorized Signatory of BI confirms its acceptance in writing to the Customer.
- 2.4. In cases where an Agreement (governed by these T&Cs) requires a notification to be given 'in writing', this shall mean by document signed by Parties, or by letter, fax, electronic mail and by such other means as are agreed by the Parties.
- 3. PRODUCT PRICES / DELIVERY COSTS**
- 3.1. Products shall be ordered by the Customer at a price as reflected on the e-mailed Price List at the time of the order being placed by the Customer.
- 3.2. Products will be supplied in sales modules/packs or multiples thereof as mentioned in the Price List and will not be broken down into individual Products by BI unless it is sold as single units.
- 3.3. BI reserves the right to change its Price List without prior notification to the Customer. In the event that the prices of Products ordered by the Customer increase prior to delivery, BI will notify the Customer of the increase and the Customer will be entitled to cancel its order for those Products in respect of which there has been a price increase.
- 4. ORDERING OF PRODUCT**
- 4.1. Orders may be considered by BI, in its sole discretion.
- 4.2. Further each such order must contain, as minimum, the following information:
  - Customer's order number.
  - BI Product and corresponding supply price (as set forth in the Price List).
  - BI Product SKU (stock keeping unit) Code
  - Quantities per Product request respecting the minimum order as outlined in Price List.
  - Requested date of delivery.
  - Any other information necessary for the timely delivery of the Products.
- 4.3. BI's obligation to supply the Products will at all times be subject to the condition that BI is reasonably able to obtain or manufacture a sufficient quantity of the Products to sell to the Customer.
- 4.4. Products which are out of stock will be placed on back order unless otherwise stated. Such backorders will be confirmed and delivered as soon as stocks are available.
- 4.5. Delivery and performance times quoted are merely

- estimates and are not binding.
- 4.6. Customer has to ensure that required approvals from the relevant Regulatory Authorities are guaranteed prior ordering any Product.
- 5. ACCEPTANCE OF ORDER**
- 5.1. BI shall notify Customer within ten (10) business days of receipt of an order for Product whether it accepts such request, including, if accepted, the quantity available and estimated delivery date. The decision to accept or reject a particular request for Product will be at sole discretion of BI. If BI accepts a request for Product, it will become binding upon the Parties and subject to the terms and conditions of the Agreement (*cf.* Section 2.1). Subject to the lead times, BI shall make reasonable efforts to deliver each delivery by the estimated date specified in the order
- 5.2. BI will accept orders placed by Customer by providing a pro-forma invoice to the Customer.
- 6. CANCELLATION OF ORDER**
- 6.1. Any order is subject to cancellation by BI due to force majeure or any circumstance beyond the control of BI including, *inter alia*, inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, labour disputes, fire, flood, drought or legislation.
- 6.2. Any order is subject to cancellation by BI if the Customer breaches the terms of the Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
- 6.3. The Customer agrees that BI will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in Sections 6.1 or 6.2 occur.
- 7. DELIVERY**
- 7.1. If no different payment terms are agreed upon according to Section 11.1, BI will not ship any Product before receipt of the full purchase price of the entire corresponding order.
- 7.2. BI will supply Product to Customer in accordance with Incoterm "CIP port of entry" (Incoterms 2010) for any Products transported by air freight and "CIP port of entry" (Incoterms 2010) for any Products transported sea freight. Customer will be the importer of record into the territory for all Products purchased by it and will be responsible for the accuracy of the information presented and the payment of all duties and taxes, and will be liable for any fines or penalties resulting from any missing or inaccurate information.
- 7.3. To the extent different payment terms are agreed upon according to Section 11.1, title ownership of the Products shall not be transferred to the Customer until full payment of corresponding purchase price of the Products. For clarity: The foregoing shall not affect the transfer of risk (*i.e.* commercial ownership) pursuant to Section 7.2
- 7.4. The Customer acknowledges to be aware that certain Products require specialized handling or storage on delivery (as indicated on each carton and/or label) and understands that the risk in and to the Products will pass to the Customer on delivery. BI cannot accept responsibility for any deterioration which may occur because of failure to follow the storage instructions precisely.
- 7.5. The shipping pallets of the Products contain electronic temperature logger. Customer has to handle and process certain process steps related to such temperature logger which includes sending back the logging protocol back to BI as per the instructions given through the shipment documents. No Product should be released to the market in case the temperature logger indicates any irregularities. .
- 8. DELIVERY INSPECTION**
- 8.1. Upon receipt of the Products, Customer shall examine all Products delivered and shall promptly notify BI in writing of any defect in a consignment or an incomplete delivery of an order, which in any case shall not be later than ten (10) days.
- 8.2. In the case of hidden defects for which BI is responsible, the Customer should notify BI of the defects within 10 (ten) days after discovery along with supporting photographs and confirmation of the quantities and defects.
- 8.3. Upon Customer's failure to comply with the foregoing examination obligation Products delivered shall be deemed as accepted by the Customer.
- 9. CLAIMS & RETURN OF PRODUCT**
- 9.1. As a general rule, BI will not accept any return of Product.
- 9.2. In the event of incorrect, incomplete or damaged Products at the time of the delivery to the Customer, BI will, in its sole discretion, either
- replace such Products at BI's cost and expense; or
  - issue the Customer with a credit note for an amount equal to the price of such Product as reflected on the invoice related to the order (for this quantity). Such credit note will be issued upon receipt of an official destruction certificate according to local regulation and with destruction evidence
- 9.3. Expired, damaged or used Products, or any components, remnants, containers, packaging relating thereto must be disposed of by the Customer in accordance with any applicable national or provincial legislation, including any industry waste management program approved under any applicable legislation or regulation.
- 10. WAREHOUSING**
- 10.1. Products shall be stored at Customer's warehouse. As from its delivery Customer shall store and handle, at its own cost, the Products in accordance with (i) local applicable law, (ii) the applicable Guide to Good Storage Practices published by the World Health Organization and (iii) more generally, in a safe and orderly manner and take all necessary care to prevent its damage, loss or theft.
- 10.2. Customer will use its best efforts to handle the Products according to the 'first expired, first out' (FEFO) principles. Customer will advise BI of all Products close to expiry date 6 (six) months before the expiry date. In its warehousing and inventory management, Customer will maintain a 'first expired, first out' (FEFO) system and lot control that will make possible a recall of Products from the marketplace in accordance with the pharmacovigilance provisions.
- 10.3. BI will have the right to audit any premises where the Products are stored at any time during normal business hours, upon reasonable prior notice as is appropriate under the circumstances. In case of emergencies (such as for example anticipated or potential breach of the Agreement) it will be reasonable for such audits to be performed exceptionally upon very short prior notice (which may mean a prior oral warning of a few hours or less, as circumstances require).

## 11. PAYMENT TERMS

- 11.1. If not specifically agreed upon and documented in the invoice, the purchase price for the Products contained in the tax invoice issued by BI shall be due and payable by cash on order (payment in advance) by the Customer. Payment of the amount due by a third party other than the Customer requires prior approval by BI.
- 11.2. The Customer has no right to withhold payment for any reason whatsoever and no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by the BI reduced to writing and signed a duly Authorized Signatory of BI.

## 12. TAX

- 12.1. All payments under or in connection with an Agreement shall be inclusive of any Taxes and each Party shall be responsible for and shall bear, pay or set-off its own Taxes assessed by a tax or other authority except as otherwise set forth in this T&C.
- 12.2. All prices in the Price List are expressed to be exclusive of value added tax (VAT) or similar taxes (e.g. goods and service tax, Sales and use tax). VAT or similar indirect taxes shall be added to the extent required by applicable law.
- 12.3. If withholding of any Taxes imposed by local laws or regulations of the country where Customer has its registered office is required on account of any payments paid under an Agreement, such Taxes shall be deducted by Customer as required by law from such remittable payment and shall be paid by Customer to the proper local tax authorities. Customer shall notify BIV of such withholding requirement prior to making the payment. Official receipts of payment of any withholding tax shall be secured and sent to BIV within thirty (30) days following the payment as evidence of such payment. BIV shall request a proper translation of official receipts if necessary. The Parties shall exercise their best efforts to ensure that any withholding taxes imposed are reduced as far as possible under the provisions of any relevant tax treaty. Customer shall support BIV to get the required certificate of withholding tax exemption from the respective tax authorities or any other governmental authorities. For avoidance of doubt, BIV does not accept foreign withholding taxes from countries BIV is not directly contracted with or does not directly receive payments from.

## 13. LATE PAYMENT

- 13.1. Interest on overdue amounts shall be charged at the statutory interest rate for late payment
- 13.2. The Customer agrees that if the purchase price for Products are not paid when due and payable, BI is:
- 13.2.1. entitled to immediately institute action against the Customer at the sole expense of the Customer; or
  - 13.2.2. to withdraw from the underlying Agreement and take possession of any Products delivered to the Customer and claim damages. These remedies are without prejudice to any other right BI may be entitled under such Agreement or in law. BI reserves its right to stop supply immediately on cancellation or on non-payment.
- 13.3. In the event of cancellation of the Agreement BI, it shall be entitled to repossess any Products that have been delivered to the Customer and remained unpaid at the due date.
- 13.4. The Customer is not entitled to sell or dispose of any Products unpaid for without the prior written consent of the Company. The Customer shall not allow the Products

to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of the Company in the Products.

## 14. FURTHER DISTRIBUTION

- 14.1. Customer may further distribute the Products in the Territory in its own name, for its own account and at its own risk in accordance with the principles of 'Good Distribution Practice (cGDP)'. Customer agrees not to sell the Products outside the Territory or to any other party inside the country who intends to resell the Products outside the Territory
- 14.2. Customer may only sell the Products in the Territory in line with the requirements of applicable quality rules and only in the final packaged form, and will not repackage the Products nor change any label, Product information or presentation thereof without the prior written approval of BI.
- 14.3. Customer shall not copy, produce, make, modify or manufacture or assist any other party to copy, produce, make, modify or manufacture the Products or any similar product for the same or similar indication or part thereof for use, sale, or any other purpose.

## 15. CUSTOMER CREDIT VALIDATION

- 15.1. BI may carry out a credit enquiry on the Customer and its directors, members, partners, trustees, principals from time to time with one or more credit bureaus/ credit information agents.
- 15.2. Customers consents that BI may transmit details to credit bureaus/ credit information agents of the Customer of how the Customer has performed in meeting his/her/its obligations in terms of this Agreement;

## 16. INSURANCE

- 16.1. Customer undertakes to comprehensively insure the Products until paid for in full. The Customer shall at a minimum have the following insurances:
- Goods in transit insurance;
  - Product liability insurance; and
  - Commercial General Liability Insurance.
- 16.2. BI in no manner or form undertakes to be liable for any premium or charge associated with such insurance or policy and Customer shall at all times be solely responsible for any payment, premium and charge or cost associated with the insurance policy.
- 16.3. BI reserves the right to request proof of insurance at any time from the Customer.

## 17. ADVERSE EVENT

- 17.1. Customer shall keep BI promptly and fully informed (within 24 hours) of any information concerning any Adverse Events or pharmaceutical technical complaints coming to its knowledge with regard to any Product, regardless of the origin of such information.
- 17.2. The Customer shall accept to return defective sample(s) related to any reported communicated expression of dissatisfaction regarding Products including, for example, actual or suspected product tampering, contamination, mislabeling, and wrong ingredients.
- 17.3. The Customer shall answer all questions BI might raise with regard to adverse reactions or Adverse Events. All reporting of Adverse Events between the Parties or any other agency shall be made in accordance with all applicable laws, rules and regulations and in accordance with any specific requirements of BI as notified by it to the Customer in writing from time to time.
- 17.4. The Customer shall consult with BI on the content and tenure prior to any communication and before initiating or responding to agencies.

17.5. BI, as holder of the marketing authorization / product registration of the Products, shall maintain detailed records of all suspected Adverse Events. An expedited report to the relevant agency concerned is to be made as required based upon health authority regulations. The Customer shall accordingly designate and provide BI with a responsible person for pharmacovigilance ("**Customer PV Contact**").

17.6. The Customer PV Contact shall:

- in collaboration with BI, establish local procedures and policies to adequately record and follow up any Adverse Events relating to the use of the Products covered by the agreement, in particular any suspected Adverse Events in or off label use, suspected lack of efficacy, violation of approved maximum residue limits, environmental problems, suspected transmission of an infectious agent or sensitivity reactions or human events, that are brought to the attention of the Customer. The local documentation should comply with the Company's internal pharmacovigilance program;
- within one (1) business day after it comes to its knowledge) notify in writing, the BI PV Contact of the Adverse Events;
- promptly furnish the Company PV Contact with copies of all correspondence received from agencies and underlying data relating to the safety or efficacy of the Products;

17.7. BI's pharmacovigilance department will be responsible for:-

- the establishment of an appropriate pharmacovigilance system including the availability of a qualified person for pharmacovigilance;
- undertaking training in pharmacovigilance with refreshers as appropriate and the supply of training materials more particularly the internal pharmacovigilance program;
- the entry of individual cases in the pharmacovigilance database, together with coding and assessment of cases;
- electronic communication of serious Adverse Events;
- literature surveillance;
- benefit/risk monitoring; and
- providing support for the Customer in answering any kind of pharmacovigilance request from a national competent authority.

The obligations stated in Article 17 shall remain valid as long as any pharmacovigilance events may reasonably arise in connection with the use of the Products sold pursuant to an Agreement. The retention period of the pharmacovigilance safety records shall be at least two (2) years after the termination of the marketing authorization of the Products. Source data related to safety records of the Product(s) shall not be destroyed but transferred to BI's pharmacovigilance department.

## 18. AUTHORITY INSPECTIONS

18.1. Customer will notify BI by email or facsimile without undue delay, but not later than three (3) Business Days if Customer is contacted by a Regulatory Authority for any safety and/or quality related queries and/or actions concerning any Product such as, inter alia, product recalls, Regulatory Authority restrictions, inspections, investigations and pharmacovigilance related activities.

18.2. In accordance with Applicable Law, Customer will provide in writing and in a timely manner to BI copies of all materials, correspondence, statements, forms and records which Customer receives, obtains or generates pursuant to any such authority query or action, including an English translation of such documents, or, in case of

mere verbal communication with the Regulatory Authority, an English 'contact report' within forty-eight (48) hours upon receipt.

18.3. Customer shall permit BI or any of its designees to attend any such inspections unless prohibited by Applicable Law or Regulatory Authority. If any proposed correspondence from Customer to a Regulatory Authority relates directly or indirectly to Customer's activities related to the Products, BI will have the right to review such correspondence and request reasonable revisions thereto. Prior to the submission of any correspondence to a Regulatory Authority Customer shall obtain written approval from BI.

## 19. SAFETY ISSUES & PRODUCT ENQUIRIES

19.1. As BI deems necessary in its sole discretion, or at the request of a Regulatory Authority, BI may withdraw a Product, recall certain batches of a Product from the market or implement such other measures that BI determines appropriate (e.g. 'Dear Doctor' letters, amendments to Product labeling). In such an event, BI will inform Customer as soon as possible and Customer will provide BI with all necessary assistance upon request, including tracing or recalling particular batches of Product and, as necessary, identifying the relevant end customers to whom Product from such batch have been delivered.

19.2. Customer shall forward any and all Product enquiries, within one (1) business day after receipt to BI. Customer shall report the Product enquiry as it has been received, without screening, selection or processing, either by fax or e-mail. Upon request by BI, Customer will request further information regarding the Product enquiry and forward it to BI. Customer is responsible to ensure that any and all personnel, who might receive Product enquiry, are adequately informed and trained to comply with the reporting obligations stated above.

## 20. LIABILITY AND INDEMNITY

20.1. BI MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BY FACT OR LAW, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS T&C.

20.2. Safe for statutory product liability regulation and subject to Customer's delivery inspection obligation according to Article 8 BI's liability for delivery of a defective Product shall be limited to (i) replacing those Products which are defective or (ii) to credit Customer with the supply price at which they were purchased. Cost and expenses for the replacement shall be borne by BI.

20.3. Nothing in this T&C shall limit or exclude the liability of BI for:

- 20.3.1. death or personal injury resulting from negligence; or
- 20.3.2. fraud or fraudulent misrepresentation; or
- 20.3.3. any matter which it would be illegal for BI to exclude or attempt to exclude its liability.

## 21. RECORD KEEPING | AUDIT

As reasonably applicable, the Customer shall maintain complete and accurate books and records regarding the purchase of Products, as necessary to allow the accurate calculation of consideration payments due thereunder which shall include invoices received from BI. BI shall have the right to engage an independent accounting firm at BI's expense, which shall have the right to examine in confidence the relevant records as may be reasonably necessary to determine and/or verify the amount of payments due hereunder. Such examination shall be conducted during normal business hours, after at least thirty (30) days prior written notice and shall take place where such records are maintained.

**22. COMPLIANCE WITH LAWS**

- 22.1. The Customer will perform its obligations resulting from the business relationship with BI with high ethical and moral business and personal integrity standards.
- 22.2. The Customer will comply with all applicable laws, regulations and guidelines, including applicable to the Products according to applicable law.
- 22.3. The Customer will comply with commonly accepted fundamental principles of corporate responsibility and integrity, human rights, working standards and anti-corruption laws and BI's health, safety & environmental principles which are summarized in Boehringer Ingelheim's 'Supplier Code of Conduct' which can be found under [https://www.boehringer-ingelheim.com/sites/default/files/Documents/Supplier\\_Code\\_of\\_Conduct.pdf](https://www.boehringer-ingelheim.com/sites/default/files/Documents/Supplier_Code_of_Conduct.pdf).

**23. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 23.1. The Customers represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly.
- 23.2. Any violation of this Section by the Customers constitutes a material breach of the business relationship to BI will allow BI to terminate such relationship with immediate effect.
- 23.3. The Customer shall report any indication of past, actual or potential violations of this Section immediately to BI. If the Customer is in doubt whether a certain act violates its obligations under this Section, the Customer shall contact BI and shall await the decision before taking the action.
- 23.4. The Customer shall indemnify and hold BI harmless for any loss or damage resulting of a breach by the Supplier, its directors, officers, employees, sub-contractors and agents of this Section by the Customer or of any applicable laws and regulations.

**24. TRADE CONTROL**

Customer understands and agrees that any Item provided by BI under an Agreement may be subject to international export control and sanction laws (especially U.S. and EU sanction and export control laws and regulations) ("**Export Control Laws**"). Customer shall comply with all such Export Control Laws and shall not, without first obtaining permission to do so from the appropriate authorities, perform any further transactions of Items provided by BI under this Agreement (i) if the item is controlled under an Export Control Law; (ii) to a person or other party that is ineligible to receive such Item because such party is sanctioned by an embargo or sanctioned party list ("**Sanctioned Party**") under the Export Control Laws; or (iii) to a person or other party if Customer knows or has reason to assume that such person or party intends to provide the item to a Sanction Party for activities related to military or otherwise restricted use.

**25. DATA PRIVACY**

- 25.1. The Parties will use personal data in accordance with applicable laws.
- 25.2. The Parties represent and warrant that in the event that either Party provides personal data to the other Party, the Party providing the personal data represents and warrants that it has obtained all necessary consents, approvals and authorizations to provide the personal data to the receiving Party, and it is not violating any laws,

rules or regulations, or the rights of any individual or entity, by providing such personal data. Upon request by the receiving Party, the providing Party shall provide documentation of any applicable consents, approvals and authorizations.

**26. DATA INTEGRITY**

Any documentation or data relevant to the purchase of Products must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation, loss or unauthorized access. This applies to all documents or data relevant for the purchase of Products, especially such relevant under current Good Storage Practice and other applicable good practice standards. These items are required throughout the retention period of such data / documentation, and the Customer warrants that it will maintain such protection throughout this period.

**27. GOVERNING LAW**

- 27.1. Any dispute resulting from Agreement governed by these T&Cs shall be exclusively governed by the laws of Germany.
- 27.2. All disputes arising out of the aforesaid shall be finally settled by the competent court for BI in Germany.

**28. MISCELLANEOUS**

- 28.1. BI may perform its obligations hereunder personally, through one or more affiliates, or through a designated third party, however, it shall in all cases be responsible for the performance of its affiliates.
- 28.2. Except for the payment of money, neither Party shall be liable or deemed in default for failure to perform any duty or obligation that such Party may have pertaining to the business relationship resulting from the purchase of Products where such failure has been occasioned by any act of God, fire, inevitable accidents, war, or any other cause outside the reasonable control of that Party, and occurring without its fault or negligence. The Party whose performance has so been interrupted shall give the other party notice of the interruption and cause thereof, and shall use every reasonable means to resume full performance of the business relationship as soon as possible.
- 28.3. It is expressly agreed that the Customer and BI shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither the Customer nor BI shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of the other Party.
- 28.4. Each Party or where applicable, its subcontractors, shall at all times be and remain the sole employer of persons assigned to the performance of work by such Party hereunder and shall assume any and all obligations, responsibilities and risks to such employment and the possible termination thereof.

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