



Covetrus Extended Hardware Warranty Coverage Agreement V9.2019

1. Repair Service Provided

1.1 Covetrus, Inc., or the Covetrus, Inc. entity set forth in an Order Form ("Covetrus") agrees to provide repair services during the period specified in this Agreement, and said services shall be such as necessary to keep the equipment in, or restore the equipment to, good operating condition according to the specifications for such equipment. This agreement does not in any way obligate or compel Covetrus to upgrade such equipment's technological capabilities beyond those capabilities which such equipment shall have on the date this document is executed.

1.2 The repair service obligations extend only to the equipment listed on the Extended Hardware Warranty Coverage Quote.

1.3 Covetrus will provide toll-free telephone support for questions about hardware listed on the Extended Hardware Warranty Coverage Quote.

1.4 Repair services will include replacement of parts deemed necessary by Covetrus. All parts will be furnished on a cost basis and will be new standard parts or parts of equal quality. Covetrus shall have no obligation to replace expendable items such as printer cartridges, print heads, paper trays, paper supplies, batteries and similar supply items. Replaced parts removed from the equipment become the property of Covetrus without charge to Covetrus.

2. Exclusions

2.1 All repair service obligations of Covetrus hereunder are contingent upon the proper use of the equipment and do not apply to equipment which has been modified without Covetrus' approval or which has been subject to unusual physical or electrical stress. Covetrus shall be under no obligation to furnish maintenance service: (1) If repair, adjustment repair or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or causes other than ordinary use; (2) if the customer makes alterations to the computer hardware or attaches devices to it which were not supplied Covetrus; or, (3) if the equipment is repaired by any party other than Covetrus personnel, without the prior approval of Covetrus. If repair service is required as a result of causes stated above, such repairs may be made at Covetrus' discretion and at its applicable per call rates and terms which are in effect at that time.

2.2 Repair service also does not include or cover: (1) operating supplies or accessories, paint or refinishing the equipment or furnishing of materials for this purpose; or (2) electrical work external to the equipment or maintenance of accessories, alterations, attachments or other devices or services connected with relocation of equipment not originally specifically stated herein.

2.3 Covetrus shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain materials or parts from suppliers, or other force majeure beyond its reasonable control.

2.4 Covetrus reserves the right to have a Covetrus technician inspect equipment which is to be subject to this Agreement to determine the present condition of the equipment. All equipment must be in satisfactory condition in Covetrus' sole discretion before it can be subject to this Agreement.

2.5 Repair services required because of improper installation of the equipment, if the equipment is not installed by a Covetrus

employee, shall not be included under this Agreement and will be billed at the current terms and rates then in effect.

2.6 Service calls responded to due to operator error will be billed at the terms and rates then in effect.

3. Limitation of Warranties and Liabilities

3.1 COVETRUS DOES NOT WARRANT THAT ANY MATERIALS, SUPPLIES, PARTS, OR OTHER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OR USE OF ANY MATERIALS, SUPPLIES, PARTS, OR OTHER PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. COVETRUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.2 IN NO EVENT SHALL COVETRUS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF COVETRUS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. COVETRUS' LIABILITY THEREUNDER TO CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID HEREUNDER BY THE CUSTOMER TO COVETRUS.

4. Modification or Amendment

4.1 No modification or amendment of this Agreement will be binding on either party unless in writing and signed by an authorized representative or officer of each party, other than those specifically allowed by this agreement.

5. Transfer of Equipment

5.1 In the event that the equipment described on the Extended Hardware Warranty Coverage Quote is subsequently removed from the original location to another location then such equipment shall be excluded from the terms of this Agreement beginning on the date of its removal. Any provisions for service of equipment at any location other than the location stated on the Extended Hardware Warranty Coverage Quote, must be made in writing, signed by both parties and attached to this Agreement.

5.2 The equipment description on the Extended Hardware Warranty Coverage Quote will be automatically amended by Covetrus where necessary to reflect a substitution in equipment serial numbers due to component replacement under this agreement. Software Maintenance This Agreement does not cover maintenance and/or damage of any software packages whatsoever, whether same are acquired from Covetrus or any other source.

6. Charges

6.1 The charges for the service offering(s) are set forth on the Extended Hardware Warranty Coverage Quote. These charges will be in effect during the Initial Term of this Agreement only. These charges do not include travel charges, pickup and delivery charges. Customer shall pay this amount in full upon the execution of this Agreement. In the event any sum of money owed by the Customer under this Agreement is not paid when due and remains unpaid for ten (10) days Covetrus may add a service charge equal to the lessor of: (1) 1.5% per month on the past due amount; or (2) the highest contractual rate allowed by law.

6.2 Because of the necessarily higher costs Covetrus must incur in servicing equipment beyond the Initial Term of this Agreement the charges for the service offerings during any period beyond the Initial Term of this agreement are subject to unilateral amendment by Covetrus. Covetrus shall provide the Customer with written



notice of any unilateral amendment to the schedule of charges at least twenty (20) days before said charges shall become effective.

7. Term and Termination

7.1 This Agreement shall be effective from the Service Commencement Date and shall continue for twelve (12) months (the "Initial Term"), subject to the automatic renewal terms outlined in Section 8.3 of this Agreement.

7.2 This Agreement may be terminated by Covetrus upon any breach or default of Customer at any time, without notice, and Covetrus shall be entitled to all equitable and legal remedies provided under the terms of this Agreement and the laws of the state of Delaware. Any termination by Covetrus during a time period already covered by prepayment by Customer shall result in a pro-rated refund by Covetrus for the balance of the time period covered by such prepayment.

7.3 The term of this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless Customer provides written notice to Covetrus, at least 10 days prior to the expiration of the Initial Term or any Renewal Term, of its intention to cancel the Agreement.

7.4 In the event that this Agreement is renewed as provided in section 7.3, Covetrus reserves the right to amend and enforce the amendments to its maintenance and services fees, for the purpose of meeting the necessarily higher costs of servicing and maintaining the equipment beyond the Initial Term, and the Customer, by its renewal of the agreement, shall be deemed to have agreed to the new schedule of fees. Covetrus shall not be obligated to upgrade the technological capabilities of the equipment covered under this Agreement and shall only be obligated to return said equipment to a good operating condition, judged in accordance with the technological capacity and performance capabilities possessed by the equipment at the time this Agreement is executed. Furthermore, any upgrade of any equipment's technological capacity or performance capability by Covetrus shall not obligate Covetrus to provide such upgrades or performance enhancements to any party at any time in the future.

8. Assignment

This Agreement is not assignable by Customer without the prior written consent of Covetrus. Any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without Covetrus' consent shall be void.

9. Jurisdiction

Customer and Covetrus consent, agree, and stipulate that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Customer and Covetrus further consent, agree, and stipulate that any action, proceeding, dispute, appeal, and any litigation related to or arising out of this Agreement shall be subject to personal and subject matter jurisdiction of the State of Delaware and that any action or proceeding shall exclusively be commenced and proceed in the appropriate court in Wilmington, Delaware.

10. General

10.1 This Agreement contains the entire equipment service agreement between Covetrus and Customer. No representation, inducements, promises, negotiations or agreements, oral or otherwise, not contained herein shall be of any force or effect.

10.2 This agreement supersedes and incorporates all prior service and repair agreements between the parties, and the terms established by this instrument may not be orally amended or terminated.