



Healthy animals,
happy owners



Vendor Information Pack for Estonia

Dedicated to paying you on time

GBS Accounts Payable



Contents

Welcome	3
Invoice Guidelines	4
Standard Terms & Conditions	5



Welcome



Welcome to IVC Evidensia,

We are currently undertaking a significant transformation across our financial organisation. This includes restructuring our teams, improving our processes and adopting new technology in an effort to improve our overall financial environment.

One of our key goals is to improve our end-to-end purchase to pay process. Our aim is to make the process as frictionless as possible and ensure that we pay all of our vendors in an accurate and timely manner.

We greatly value our relationship with your company and appreciate your continued support. As part of our commitment to streamlining our processes and ensuring transparency in our financial transactions, we are now sharing our revised **Invoicing Guidelines** and **Standard Terms and Conditions**.

In this document you will find a detailed overview of the key components of our **Invoicing Guidelines**, including information on invoice submission, formatting requirements, and contact details for any invoicing related queries.

In addition, you will find our **Standard Terms and Conditions** enclosed. These Terms and Conditions will apply to our purchases from you unless we agree otherwise in writing with you.

Our payment terms are as we have agreed with you. However, in the absence of an agreement, our standard payment terms are end of month + 63 days from the date of receipt.

We encourage you to review these documents carefully, and to incorporate our **Guidelines** into your invoicing process. Our aim is to ensure a seamless and transparent financial relationship, and your cooperation in adhering to our **Guidelines** is crucial in achieving this goal.

Should you have any questions or require further clarification on any aspect of the **Guidelines**, please email our Accounts Payable team at accountspayableestonia@ivcevidensia.com

We look forward to your continued collaboration and thank you for your ongoing support.

Warm regards,



Nigel Coffey

Nigel Coffey

**Director, Global Business Services
IVC Evidensia**

Visit our website here



Invoice Guidelines



IVC Evidensia (IVCE) is committed to pay our vendors on time. To avoid delays in payments please comply with the guidelines outlined below:

Invoices must contain

- IVCE legal entity name and IVCE entity address
- IVCE VAT/Tax Registration number (if vendor is charging VAT/Tax) some countries only
- Correct billing address
- IVCE employee/Clinic name who requested the goods/services and cost centre
- Invoice date & number
- Invoice currency
- Net amount, VAT/Tax amount, Gross amount
- Vendor VAT/Tax Registration number (if vendor is charging VAT/Tax)
- Project number or lease contract number (if known)

Invoice submission

IVCE's preferred method of invoice submissions is via email sent directly to the email address below directly from Vendors. Paper invoices submitted to any IVC Evidensia clinics or offices will not be processed.

- Invoices should be submitted by vendors after the commencement of work or supply of goods
- Invoices must be in PDF format and Zip/Password protected files are not accepted
- There should only be one invoice per file (PDF) and one file per e-mail
- The e-mail address should be in the 'To' field, not the 'Cc' field
- Do not include any text such as special instructions, enquiries, account statements, etc. in the body of the e-mail. Our system only captures attachments. Include any relevant instructions on the first page of the attachment

Email addresses to use for invoice submission

- Invoices - invoicesestonia@ivcevidensia.com
- Statements - accountspayableestonia@ivcevidensia.com

Payment of an invoice depends on the payment terms we have agreed with you, the date when an invoice is received, and the accuracy and completeness of the invoice. If you have not received the payment of your invoice, please contact Accounts Payable Helpdesk at accountspayableestonia@ivcevidensia.com

Need to update your vendor information?

Changes to existing vendor's information should be completed on the new vendor form which is attached with this communication and should be sent to newvendorsetup@ivcevidensia.com

Standard Terms & Conditions

1. INTERPRETATION

1.1 Definitions. The following definitions apply in this agreement:

Delivery Date; Delivery Location; Goods; IVCE; Services; Start Date: each as set out in the Order.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Confidential Information: any information that would be regarded as confidential by a reasonable business person relating to: (a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of IVCE (or of any member of the IVCE Group); (b) the operations, processes, product information, know-how, designs, trade secrets or software of IVCE (or of any member of the IVCE Group); (c) any information developed in the course of carrying out this agreement; and (d) the existence and terms of this agreement.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Ethical Standards: all Applicable Laws relating to anti-bribery and anti-corruption (including the UK Bribery Act 2010), anti-tax evasion (including the UK Criminal Finances Act 2017) and anti-slavery and human trafficking (including the Modern Slavery Act 2015).

Force Majeure Event: any circumstance not within a party's reasonable control including without limitation acts of God, natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to claim the Force Majeure Event, and interruption or failure of utility service).

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company as those terms are defined in section 1159 of the Companies Act 2006.

Order: the purchase order provided to you by IVCE.

Representative: a party's employees, officers, contractors, subcontractors, representatives and advisers.

1.2 Interpretation. The following rules of interpretation apply in this agreement: (a) clause, sub-clause and paragraph headings will not affect the interpretation of this agreement; (b) any words following the terms including, include, in particular, for example or similar will be construed as illustrative and will not limit the sense of the words; (c) reference to legislation or a legislative provision will include all subordinate legislation made from time to time; and (d) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. BASIS OF CONTRACT

The Order is an offer to purchase the Goods or acquire the Services subject to this agreement. You will be deemed to have accepted this agreement by accepting the Order or by delivering any Goods or performing any Services, at which point the agreement will come into effect.

3. SUPPLY OF GOODS AND SERVICES

3.1 Goods and Services. You will supply the Goods/Services in accordance with this agreement. The Goods/Services must: (a) correspond with their description and any applicable specification; (b) meet any agreed minimum Product shelf-life requirement; (c) have been manufactured and released in accordance with current good manufacturing practice; (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by you or made known to you by IVCE expressly or by implication; (e) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (f) comply with all Applicable Laws (including relating to the testing, authorisation and licensing for use, manufacture, labelling, packaging, storage, handling and delivery of the Goods).

You will ensure that at all times you have and maintain all the licences, permissions, authorisations, consents and permits that you need to carry out your obligations under this agreement. In performing this agreement, you will: (ii) perform your obligations under this agreement with the best care, skill and diligence in accordance with best practice in your industry, profession or trade; and (iii) comply with all Applicable Laws.

3.2 Pre-Delivery Inspection. IVCE has the right to inspect and test the Goods at any time before delivery. If IVCE considers that the Goods do not conform or are unlikely to comply with your undertakings under this agreement, IVCE will inform you and you will immediately take such remedial action as is necessary to ensure compliance. You will remain fully responsible for the Goods and any such inspection or testing will not reduce or otherwise affect your obligations under this agreement.

3.3 Delivery Materials. You will ensure that: (a) the Goods are packed in such manner so they reach their destination in good condition; (b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) if you requires IVCE to return any packaging material to you, that fact is clearly stated on the delivery note. Any such packaging material will be returned to you at the cost of you.

3.4 Delivery/performance. You will deliver the Goods or perform the Services: (a) on the relevant Delivery Date; (b) at the Delivery Location; and (c) during IVCE's normal business hours, or as instructed by IVCE. Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location. Where it is agreed that Goods may be delivered or the Services performed by instalments, such instalments will be invoiced separately. If IVCE rejects any Goods they are returnable at your risk and expense. If you fail to collect rejected Goods within a reasonable period after notification of the rejection, IVCE may charge you storage costs and sell or dispose of the rejected Goods. IVCE will account to you for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

3.5 IVCE remedies. If the Goods are not delivered or the Services not performed on the relevant Delivery Date, or do not comply with the undertakings set out in the section titled Goods and Services, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods or Services, IVCE may exercise any one or more of the following remedies: (a) to terminate this agreement; (b) to reject the Goods or Services (in whole or in part) and return them to you at your own risk and expense; (c) to require you to repair or replace the rejected Goods or reperform the Services, or to provide a full refund of the price of the rejected Goods or Services (if paid); (d) to refuse to accept any subsequent delivery of the Goods or Services which you attempt to make.

3.6 Title and risk. Title and risk in the Goods and in any deliverables supplied as part of the Services will pass to IVCE on completion of delivery.

3.7 Product liability. If any claim is made against IVCE arising out of or in connection with the manufacture of or any defect in the Goods or Services, you will indemnify IVCE against all damages or other compensation: (a) awarded against IVCE in connection with the claim; (b) paid or agreed to be paid by IVCE in settlement of the claim; and (c) all legal or other expenses incurred by IVCE in relation to the defence or settlement of the claim. IVCE will notify you as soon as practicable after becoming aware of the claim, and take all action reasonably requested by you to avoid, compromise or defend the claim and any proceedings in respect of the claim, subject to IVCE being indemnified and secured to its reasonable satisfaction against all costs and expenses which may be incurred in doing so.

3.8 Product recall. If either party becomes aware of or is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market ("Recall Notice") it will promptly notify the other party in writing and attach a copy of the Recall Notice. You may issue, or IVCE may request that you issues, a notice to recall or withdraw the Goods from the market ("Voluntary Recall Notice") if: (a) the supply or use of the Goods infringes, or may infringe, a third party's IPRs; (b) the Goods are, or may be, unsafe;

(c) the Goods are, may be, or may become illegal or non-compliant with any law, regulation or government agency or industry standard; (d) a defect in the Goods may cause harm to your or IVCE's reputation or brand; or (e) any other reasonable ground. You will act reasonably and in good faith in considering IVCE's request for a Voluntary Recall Notice. Unless required by law, IVCE may not undertake any recall or withdrawal without the written permission of you and only then in strict compliance with your instructions about the process of implementing the withdrawal. IVCE will: (a) comply with any Recall Notice or Voluntary Recall Notice; and (b) give such reasonable assistance as you reasonably requires to recall or withdraw the Product from the market, and comply with your reasonable instructions about the process of implementing that recall or withdrawal; subject to IVCE being indemnified and secured to its reasonable satisfaction against all costs and expenses which may be incurred in doing so.

4. PAYMENT

4.1 Price. The price for the Goods/Services will be as set out in the Order. Unless otherwise agreed in writing by IVCE, the charges will include every cost and expense of you directly or indirectly incurred in connection with the performance of this agreement.

4.2 Payment. You will invoice IVCE as set out in the Order or, if not set out there, monthly in arrears. Each invoice will include information required by IVCE to verify its accuracy, including the relevant purchase order number. Invoices must comply with IVCE Invoice Guidelines. In consideration of the supply of Goods/Services, IVCE will pay each invoice submitted by you: (a) within 63 days of the end of the month in which the invoice was received or as otherwise agreed in writing with you; and (b) in full and in cleared funds to a bank account nominated in writing by you. There may be occasions where we will negotiate directly to amend these terms.

4.3 VAT. All amounts payable by IVCE under this agreement are exclusive of VAT. Where any taxable supply for VAT purposes is made under this agreement by you to IVCE, IVCE will, on receipt of a valid VAT invoice from you, pay to you such additional amounts in respect of VAT as are chargeable.

4.4 Interest. If IVCE fails to make a payment due to you under this agreement by the due date, then, without limiting your remedies under this agreement, IVCE will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.5 Set-off. IVCE may at any time, without notice to you, set off any liability of you to IVCE against any liability of IVCE to you.

5. ETHICAL STANDARDS

5.1 Ethical Standards. You will and will procure that your Representatives will comply with, and not engage in any activity, practice or conduct which would constitute an offence under, any Applicable Laws (including the Ethical Standards). You will maintain a complete set of records to trace the supply chain of all goods and/or services provided to IVCE in connection with this agreement, and permit IVCE and its Representatives to inspect your premises, records, and to meet your personnel to audit your compliance with your obligations under this clause.

5.2 Notification. You will promptly notify IVCE in writing if: (a) you become aware of or have reason to believe that you or any of your Representatives are in breach of any applicable Ethical Standards or have received a request or demand for any undue financial or other advantage or to facilitate the evasion of tax in connection with the performance of this agreement; (b) a foreign public official becomes an officer or employee of or acquires a direct or indirect interest in you and/or a member of your Group (and you warrant that you do not have and no member of your Group has any foreign public officials as direct or indirect owners, officers or employees at the date of this agreement); or (c) you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

5.3 Termination. Any breach of this clause will be a material breach not capable of remedy.



6. INTELLECTUAL PROPERTY RIGHTS

All rights in a party's pre-existing intellectual property are and will remain the exclusive property of that party. All rights in any new intellectual property are and will remain the exclusive property of: (a) You to the extent that they comprise any pre-existing intellectual property of You; and (b) subject to the foregoing, IVCE. Each party warrants, represents and undertakes that: (a) it has, and will continue to have, all necessary rights in and to its pre-existing intellectual property and any other materials (including new intellectual property) made available by it to the other party; and (b) its pre-existing intellectual property and any other materials (including new intellectual property) made available by it to the other party will not infringe the intellectual property or other rights of any third party.

7. DATA PROTECTION

Data Protection Legislation. The parties do not intend that You will process any IVCE Data. If You process any IVCE Data we will enter into a separate data processing agreement in relation to this agreement.

8. CONFIDENTIALITY

8.1 Confidentiality Obligations. In respect of IVCE's Confidential Information disclosed to You, You must: (a) keep it secret and confidential; (b) establish and maintain adequate security measures to safeguard it from unauthorised access or use; (c) only use it for the purpose of exercising or performing this agreement; (d) only copy it, reduce it to writing or otherwise record it as strictly necessary; and (e) not disclose it or allow it to be disclosed in whole or in part except as expressly permitted.

This does not apply if Confidential Information: (i) is or becomes lawfully available in the public domain; (ii) was available to You on a non-confidential basis prior to disclosure; or (iii) we agree in writing that it is not confidential.

8.2 Permitted Disclosure. You may disclose Our Confidential Information for the purpose of exercising or performing this agreement, provided that You: (a) inform them of its confidential nature before disclosure; (b) procure that they comply with this agreement; and (c) will be liable for their compliance with this agreement.

8.3 Rights in Confidential Information. Except as expressly stated in this agreement, IVCE does not make any express or implied warranty or representation concerning its Confidential Information. IVCE reserves all rights in its Confidential Information.

8.4 Return or destruction. On termination or expiry of this agreement, and otherwise at Our reasonable written request, You will return to IVCE all documents and materials (and any copies) containing, reflecting, incorporating or based on Our Confidential Information.

9. ANNOUNCEMENTS

You will not make, nor permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties.

10. WARRANTIES

Each party warrants, represents and undertakes that: (a) it has full capacity to enter into and to perform this agreement; (b) this agreement is executed by a duly authorised representative of that party; (c) there are no proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party that might affect the ability of that party to meet and carry out its obligations under this agreement; and (d) once duly executed, this agreement will constitute its legal, valid and binding obligations. Except as set out in this agreement, IVCE excludes all warranties, conditions and other terms implied by statute or common law to the fullest extent permitted by law.

11. INDEMNITY

You will indemnify IVCE against all liabilities, costs, expenses, damages and losses suffered or incurred by IVCE arising out of or in connection with any claim made against IVCE by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods or Services; or fines, penalties, damages, actions, investigations or proceedings imposed, awarded, made or commenced against IVCE by any governmental or regulatory authority, regulators or any customers of IVCE arising out of, or in connection with, any breach of this agreement by You.

12. LIABILITY

12.1 Liabilities that are not limited. Nothing in this agreement limits or excludes a party's liability: (a) for death or personal

injury caused by its negligence; (b) for fraud or fraudulent misrepresentation; (c) for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (d) for damage to property caused by the negligence of its employees and agents in connection with this agreement; (e) for breach of its confidentiality obligations under this agreement; (f) under any indemnity given under this agreement; or (g) which cannot legally be limited or excluded.

12.2 Cap on liability. Each party's total liability to the other in respect of all breaches of duty under this agreement will not exceed the greater of £250,000 and 150% of the total charges paid and payable under this agreement.

12.3 Specific losses that are excluded. Neither party will be liable for, and each party wholly excludes any indirect or consequential losses (including any loss of profits, anticipated savings or any loss of or damage to goodwill).

12.4 Insurance. During this agreement and for a period of one year afterwards You will maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with this agreement. On IVCE's written request, You will provide IVCE with copies of the insurance policy certificates and details of the cover provided for the insurance required under this clause.

13. FORCE MAJEURE

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from a Force Majeure Event and will be entitled to a reasonable extension of the time for performing such obligations provided that: (a) as soon as reasonably possible it notifies the other party in writing of the same, the date on which it started, its likely or potential duration and its effect of its ability to perform any of its obligations under the agreement; and (b) it uses all reasonable endeavours to mitigate its effect on the performance of its obligations. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

14. TERM AND TERMINATION

14.1 Term of this agreement and termination for convenience. This agreement will be deemed to have commenced on the Start Date and will continue until completion of delivery of all Goods/Services under this agreement unless terminated earlier in accordance with this agreement. IVCE may terminate this agreement at any time on 14 days' written notice.

14.2 Termination for cause. 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 the other party: (a) commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (b) 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.

14.3 Termination for insolvency. 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 the other party takes any step or action in connection with its entering administration, provisional liquidation or arrangement with its creditors (other than in relation to a solvent restructuring), is the subject of a bankruptcy petition or order, or dies.

14.4 Obligations on termination. On expiry or termination of this agreement: (a) You will repay to IVCE any amount which it may have been paid in advance in respect of any Goods/Services not provided by You; (b) You may submit an invoice for any Goods/Services provided by You that have not yet been invoiced; (c) each party will return to the other party all equipment, materials and property belonging to the other party supplied to in connection with this agreement; (d) any software licences, intellectual property licences and rights to use data granted by one party will terminate; and (e) without prejudice to any other rights and obligations in the agreement, You will co-operate and provide all assistance reasonably required by IVCE to ensure an orderly transition of the supply of goods and/or services under this agreement to IVCE or any replacement supplier.

15. GENERAL

15.1 Entire agreement. These terms and conditions apply to this agreement to the exclusion of any other terms and

conditions and this agreement constitutes the entire agreement between us. Each party agrees that it will 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 will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this agreement. No variation of this agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.2 Remedies. No failure or delay by a party to exercise any right or remedy under this agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

15.3 Relationship. Nothing in this agreement is intended to, or will be deemed to, establish any employment or worker relationship, 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. You acknowledge and agree that: (a) IVCE may perform any of its obligations or exercise any of its rights under this agreement by itself or through any of its Group; (b) this agreement will be for the benefit of IVCE and each member of IVCE Group; and (c) notwithstanding the foregoing, any right or remedy that You may have under this agreement rests solely with IVCE. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

15.4 Dealings. IVCE may assign or subcontract any or all of its rights and obligations under this agreement to a member of its Group for so long as that company remains a member of its Group and provided that it procures that such company assigns or transfers such rights and obligations back to it immediately before that company ceases to be a member of its Group.

15.5 Notices. Any notice or other communication given to a party under or in connection with this agreement will be in writing to its address for notice set out in this agreement and will be: (a) delivered by hand (and deemed received at the time left at the address for notice); or (b) delivered by pre-paid first-class post or other next working day delivery service (and deemed received at 9.00am on the second Business Day after posting). This sub-clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.6 Governing law and jurisdiction. This agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction.



The Chocolate Factory,
Keynsham,
Bristol
BS31 2AU
UK

accountspayableestonia@ivcevidensia.com

Visit our
website here

