

Website Terms of Use

MWI Animal Health – Website Terms of Use

PLEASE READ AND REVIEW THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

These terms tell you the rules for using our website at www.mwiah.co.uk ("our website").

Who we are and how to contact us

www.mwiah.co.uk is a website operated by MWI Animal Health ("MWI Animal Health", "we", "us" or "our"). We are registered in England and Wales under company number 00787385 and have our registered office at Centaur House, Torbay Road, Castle Cary, BA7 7EU, United Kingdom, which is also our main trading address. Our VAT number is 736740226. We are a limited company.

To contact us, please email privacy@mwiah.co.uk or telephone our customer service line on 01963 350005.

By using our website you accept these terms

By using our website, you confirm that you accept these terms of use and that you agree to comply with them. You also agree that you are at least 18 years old and have the capacity to enter into a binding agreement.

If you do not agree to these terms, you must not use our website.

We recommend that you print a copy of these terms for future reference.

Intellectual property rights and how you may use material on our site

All intellectual property rights in our website, in the material published on it, and any content, software and other material downloaded from our site (together, "Content") is the property of MWI Animal Health or its licensors and is protected by copyright and intellectual property laws and treaties, and all rights are reserved. We enforce our intellectual property rights to the fullest extent permitted by law.

All rights to patents, copyrights, trademarks, service marks, trade secrets and other intangible property rights in the Content or any modifications to it shall remain in MWI Animal Health or its licensors. To the extent any Content consists of software, you may not modify, reverse engineer, decompile, disassemble or create derivative works based on the Content, or remove any proprietary notices or labels that it contains. Subject to the foregoing, you may make: (a) one machine-readable copy, (b) one backup copy, and (c) one print copy of any portions of material from different areas of our website solely for your own informational, non-commercial, individual reference, provided that you reproduce the copyright notice which appears at the end of these terms of use. Any other copying, distribution or publication is strictly prohibited without our express prior written consent. If you print, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

The "MWI Animal Health" and "AmerisourceBergen" marks, and all other names, logos and marks on our website are owned or licensed by MWI Animal Health, AmerisourceBergen Corporation, or their licensors or affiliates and may not be used by you without our express prior written permission.

Privacy Policy

MWI Animal Health has a privacy policy ("Privacy Policy") that sets out the privacy policies and practices of MWI Animal Health as they relate to the collection, use and disclosure of personal data in connection with your use of this site. Our Privacy Policy can be accessed here -[Privacy Policy](#).

User-provided information and user-generated content

You may submit questions, comments, feedback, suggestions, ideas (including any ideas for new or improved products and services) or other material or information (collectively, "User Communications") to us through our website whether through email, bulletin boards, forums, news groups or other means or medium. You grant to MWI Animal Health a non-exclusive, royalty-free, worldwide, perpetual licence, with the right to use, sublicense, reproduce, distribute, create derivative works of, publicly display and publicly perform any User Communications.

This website may include User Communications submitted or uploaded by other users of our website, including to bulletin boards and forums. These User Communications have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values.

To the extent permitted under our [Privacy Policy](#), you also grant to us the right to use your name in connection with the submitted User Communications as well as in connection with any advertising and promotional material related to it. You agree that you will have no recourse against MWI Animal Health for any infringement or misappropriation of any proprietary right in your User Communications to us.

You understand and agree that email submissions over the Internet may not be secure and are subject to the risk of interception by third parties. You agree not to submit or transmit any User Communications through our website that (i) are defamatory, threatening, obscene or harassing, (ii) breach the legal rights of others or any legal duty owed to others, (iii) contain a virus, worm, Trojan horse or any other harmful component, (iv) incorporate copyrighted or other confidential or proprietary material of any third party without that party's permission or (iv) otherwise breach any applicable laws or regulations. MWI Animal Health shall not be subject to any obligations of confidentiality regarding any User Communications that you submit online except as specified in these terms of use, in our [Privacy Policy](#), in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law or regulation.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our website:

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Our [Cookie Policy](#), which sets out information about the cookies on our website.

If you purchase products or services from our website, our [Terms and Conditions for Customers](#) will apply to the sale.

You may have other agreements with MWI Animal Health. Those agreements are separate from and in addition to these terms of use. These terms of use do not modify, revise or amend the terms of any other agreements you may have with us.

Links to third party sites, and linking to our website

Links in this website may allow you to leave MWI Animal Health's website or be sent to a third-party's website. Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Third-party linked websites are not under our control and we are not responsible for the contents of any linked website or any link contained in a linked website, or any changes or updates to such websites. The inclusion of any link does not imply endorsement or adoption by MWI Animal Health of the linked website and should not be interpreted as approval by us of those linked websites or information you may obtain from them.

You are responsible for taking precautions to ensure that whatever you select for your use is free of items such as infection viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties and other items of a harmful or destructive nature. It is also your responsibility to review the privacy policies on any linked sites as their privacy rules and standards may be different from ours and we are not responsible for their privacy policies or practices. You should also review the terms and conditions of any linked websites.

We welcome bookmarks and links to our website for lawful purposes. You are free to establish a hypertext link to this website as long as the link does not state or imply any sponsorship or endorsement of your website by us or our affiliates. We reserve the right, in our sole discretion at any time, to deny any request, or rescind any permission granted, to link to this website and to require termination of any such link to this website. You may not frame any content of this website or utilise any framing techniques in any way, including enclosing any trademark, logo, or other proprietary information (including images, text, page layout, or form), without our prior written consent. You may not incorporate any intellectual property contained on this website or owned by us or our licensors. You may not use any meta tags or any other "hidden text" utilising our name or trademarks without our express written consent.

Connected devices

Use of this site may (i) require compatible devices (e.g. personal computer, mobile phone, tablets and other consumer electronic devices), Internet access or Wi-Fi, certain software and wireless plans with necessary wireless data features; (ii) require periodic updates; and (iii) be affected by the performance of the factors set out in this paragraph. Your use of mobile device features may result in increased charges from your wireless carrier.

Limits on accuracy

This website is provided as a service by MWI Animal Health to provide information about its products and services. We make reasonable efforts to make information contained on this website accurate at the time it is created. However, information may become outdated over time and we have no obligation or duty to update any information on this website. It is important that you rely on the advice of an appropriate professional when interpreting and using this information. Nothing contained on this website is to be construed as medical, legal, investment, financial or other advice, or as any instruction or guidance regarding any products supplied or distributed by MWI Animal Health. The information on this website is not intended to be a substitute for such advice. We make no warranties or representations as to the accuracy of any information on this website. You agree that all access to and use of this website is at your own risk. Information on this website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. We may also make improvements and changes in the products and services described in this website at any time without notice.

Our website is only for users in the United Kingdom

Our website is directed at businesses in the United Kingdom. We do not represent that the Content on our website is appropriate for use outside of the United Kingdom, or that any products or services available through our website are available for delivery outside of the United Kingdom. Information concerning pharmaceutical distribution services applies only to services provided within the United Kingdom.

To ensure that you have current and accurate information about products and services of interest to you, please contact your local MWI Animal Health representative.

Our website is only for business users, not consumers

We only intend to supply products to customers in a business to business context and not to consumers. If you are a consumer (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) then you must not register with our website or proceed to place any orders for products or form any contracts with us. We reserve the right to cancel any order for products where we identify that the order has been placed by a consumer and not in a business to business context.

You must keep your account details safe

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

No unlawful or prohibited use

As a condition of your use of this website and the Content, you agree not to use this website or its Content for any purpose that is unlawful or prohibited by these terms of use or any notices. You agree not to use this website or the Content in any manner that could damage, disable, overburden, or impair any MWI Animal Health server, or the network(s) connected to any MWI Animal Health server, or interfere with any other party's use and enjoyment of this website and the Content. You agree not to attempt to gain unauthorised access to this website, other accounts, computer systems or networks connected to any MWI Animal

Health server or to this website, through hacking, password mining or any other means. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through this website or the Content.

Disclaimer

You understand that we cannot and do not guarantee that Content available from or on this website will be free of infection, viruses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this website for the reconstruction of any lost data. You assume all responsibility and risk for your use of this website, including your responsibility to evaluate the accuracy, completeness and usefulness of all material and reports provided through or generated by this website. We do not warrant that this website will be uninterrupted or error-free or that defects in this website will be corrected. Content, including any software provided on this site and related communications, are provided "as is" for information purposes only and we make no guarantee or warranty with respect to correctness, reliability, accuracy or appropriateness of the material or the results obtained from the use of the services provided on this website. You agree that use of this website is at your own risk.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you governed by our [Terms and Conditions for Customers](#).

Except as expressly set out in these terms of use, all terms, conditions, warranties and representations whether express or implied by statute, common law, usage or otherwise (including satisfactory quality and fitness for purpose) are excluded to the maximum extent permitted by law.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with these terms of use including:

- a) use of, or inability to use, our website; or
- b) use of or reliance on any Content displayed on our website; or
- c) use of any third party sites linked to from our website.

In particular, we will not be liable for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;

- d) loss of business opportunity, goodwill or reputation; or
- e) any indirect or consequential loss or damage.

Product warranty

By using the ordering system on this website, you acknowledge that we are not the manufacturer of any products ordered through such ordering system, and except as expressly set out in these terms of use, all terms, conditions, warranties and representations whether express or implied by statute, common law, usage or otherwise (including satisfactory quality and fitness for purpose of any such products) in relation to those products are excluded to the maximum extent permitted by law.

Indemnity

You agree to indemnify MWI Animal Health and its affiliates from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any User Communications you provide or from any breach of these terms of use by you.

Changes to our website, suspending our website, and termination

We may update and change our website from time to time to reflect changes to our products, our users' needs and our business priorities.

We may suspend or terminate or restrict the availability of all or any part of our website including any functionality or feature of our website for business or operational reasons at any time and without notice. We will not be liable to you or any third party for any such termination. However, if you have an agreement with MWI Animal Health that provides for the operation of such functionality, we will continue employing such functionality subject to the terms and conditions of that agreement.

We may terminate your right to use this site at any time, with or without cause, and without incurring any liability to you.

Law and jurisdiction

These terms of use and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with them, their subject matter or formation are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.

General

Any claim or cause of action you may have with respect to this website must be commenced within two years after the claim or cause of action arises or such claim or cause of action is barred. Any rights not expressly granted within these terms of use are reserved to MWI Animal Health or its licensors. Our failure to insist upon or enforce strict performance of any provision of these terms of use will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of these terms of use. We may assign our rights and obligations under these terms of use to any party at any time without notice to you. These terms of use (and its related documents) constitutes the entire agreement of the parties with respect to their subject matter and supersede any prior agreements or representations between the parties

(oral or written). Each party acknowledges that it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person except those expressly set out in these terms of use. Headings in these terms of use are intended for convenience only. These terms of use will benefit, and be binding upon, the successors and assigns of the parties. Neither party will be liable for its failure to perform any obligation if that failure results from any cause beyond that party's reasonable control. A provision of these terms of use will survive termination if the provision's context shows that the parties intended the provision to survive.

Contact us

If you have questions or concerns regarding these terms of use, please contact us at:

MWI Animal Health
Centaur House, Torbay Road
Castle Cary, BA7 7EU
United Kingdom
Telephone: 01963 350187
E-mail: privacy@cvws.co.uk

Updates to these terms of use

These terms of use are effective from 23rd May 2018. We may update these terms of use at any time and from time to time, and such updates will be effective immediately upon posting the updated terms of use on our website. Every time you wish to use our website, please check these terms of use to ensure you understand the terms that apply at that time.

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