

INPEX and MWI PURCHASE AGREEMENT
Animal Welfare Organization

This Purchase Agreement (the "Purchase Agreement") is entered into as of the date set forth below and outlines the terms upon which the customer identified below ("Animal Welfare Organization" or "AWO") may participate in the pricing offered solely to clinics participating in the MWI Animal Health ("MWI") and INPEX Purchase Agreement.

1. **Purchase of Products:** Subject to the terms and conditions of this Purchase Agreement, MWI will make available veterinary products ("Products") to the AWO for purchase. MWI will be the primary distributor of veterinary products to the AWO. Accordingly, each year during this Purchase Agreement, the AWO agrees to purchase from MWI at least ninety percent (90%) of the dollar volume of all veterinary products, including flea, tick and heartworm medications, veterinary diets and capital equipment.
2. **Pricing:** MWI will sell Products to the AWO at MWI's cost plus thirteen percent (13%) margin with the exception of special products. Special products means products sold on an agency or consignment basis, human pharmaceuticals, capital equipment, fluids, feed additive products, products subject to mandatory pricing set by manufacturers or MWI or products contracted directly with INPEX or the manufacturer.
3. **Term and Conditions:**
 - AWO's participation in the Purchase Agreement will begin when signed by the Customer and approved by MWI.
 - Upon written notification from INPEX contract vendors, MWI will apply pricing set forth above. Written notification must be received prior to MWI honoring manufacturer discounted prices.
 - When feasible, MWI will provide advance notice of any significant price increases.
 - This Purchase Agreement is optional and may be cancelled at any time. MWI, in its sole discretion, may remove any AWO from or cancel the Purchase Agreement at any time.
 - The AWO agrees to keep its account with MWI current.
 - If the AWO breaches any term of this Purchase Agreement, including, but not limited to, the minimum volume requirements set forth in Section 1, MWI may immediately remove the AWO from the Purchase Agreement.
 - All other agreements between MWI and the AWO will remain in effect until terminated in accordance with their terms. All purchases under this Purchase Agreement are governed by MWI's standard Terms of Sale, as amended from time to time, and any written agreement between MWI and AWO. MWI's Terms of Sale as of the date of this Purchase Agreement can be found at <https://www.mwiah.com/Terms-of-Sale>.
 - AWO acknowledges that the terms of this Purchase Agreement are confidential and will not be disclosed.
4. **Representation and Warranty.** The AWO represents and warrants to MWI that it is authorized to participate in the INPEX Purchase Agreement.

AWO Authorized Agent:

Baldwin County Animal Shelter
(Facility/Account Name)

Billie Jo Underwood
(Signature)

Billie Jo Underwood, Chairman
(Print Name and Title)

15050 County Rd 49 Summerdale, AL 36580
(Facility Address)

93551
(MWI Account Number)

12/3/2019
(Date)

MWI USE ONLY
DATE OF APPROVAL: _____
APPROVAL CODE: _____

