## **MWI Distinct Advantage Terms and Conditions:**

- i) As part of the MWI Distinct Advantage programme, where there is a recognised product category in place, members are required to purchase the products from within the formulary chosen by the MWI Distinct Advantage Product Governance Board.
- ii) Purchases made under the MWI Distinct Advantage programme are subject to the standard MWI Animal Health terms and conditions of the sale of Products which can be found here www.mwiah.co.uk/additional-corporate-policies
- iii) For products with active ingredients which do not reside in a designated MWI Distinct Advantage category, purchases can be made outside of the formulary.
- iv) All MWI Distinct Advantage members must use MWI Animal Health Wholesale as their primary wholesale provider as part of the MWI Distinct Advantage programme.
- v) When leaving the MWI Distinct Advantage programme you must give a minimum of 2 months written notice. This must be submitted to <a href="mailto:buyinggroup@mwiah.co.uk">buyinggroup@mwiah.co.uk</a> or by post to MWI Animal Health, Office Unit 4a, Oundle Wharf, Station Road, Oundle, PE8 4DE.
- vi) Merlin Practice Management System (PMS) free installation and 3 months free licensing incentive is only available to MWI Distinct Advantage members. Customers who leave the MWI Distinct Advantage programme within the first 12-months of sign up will be subject to pay for the full amount of the subsidised PMS installation fee. This is to be paid pro-rata over a 12-month period following the customer leaving the MWI Distinct Advantage programme.
- vii) Failure to comply with the MWI Distinct Advantage Terms and Conditions may result in the suspension or withdrawal of the associated rebate terms for MWI Distinct Advantage programme and access to any other services such as MWI Marketing Mentor or Veterinary Prescriber.
- viii) MWI Animal Health Wholesale may discontinue or modify the MWI Distinct Advantage Terms and Conditions in its sole discretion at any time. MWI Animal Health Wholesale will determine qualifications and eligibility issues and otherwise manage the MWI Distinct Advantage programme unilaterally and in its sole discretion. There are no third-party beneficiaries to the MWI Distinct Advantage programme. Any failure by MWI Animal Health Wholesale to require strict compliance with any aspect of the MWI Distinct Advantage programme from a Customer will not operate as a waiver to require strict compliance from that Customer in the future and will not result in liability to any other Customer. If any provisions of the MWI Distinct Advantage programme are deemed invalid or unenforceable in a given jurisdiction, such provisions shall be modified or severed in that jurisdiction to the extent of such invalidity or unenforceability without affecting the validity or enforceability of such provisions in another jurisdiction or the MWI Distinct Advantage programme's remaining provisions.