



evolve
Rewarding your trust

Rewarding you
for your commitment to MSD Animal Health





Evolution brings greater rewards

Welcome to **eVolve**, the discount scheme from MSD Animal Health.

Our discount scheme has been designed to reward your trust in our products, services and people, whilst retaining many of the benefits of the previous schemes.

eVolve delivers a discount structure with simplicity and clarity at its heart. It's a straightforward scheme that rewards your commitment to our business, with the following core benefits:

- ✓ the more you buy, the more you save
- ✓ simple **web based** access to your Personalised Price List
- ✓ customer invoices, net of all discounts

Rewarding

your trust



The more you buy, the more you save



eVolve incorporates four simple discount mechanisms that work in combination to reward your business commitment.

Band Purchase Discount

offers the opportunity to gain discounts on products purchased within your main area of operational interest.



Range Purchase Discount

rewards your commitment to the wider MSD Animal Health product portfolio.



Marketing Support

available on selected products to encourage local marketing activity.



Total Products Discounts

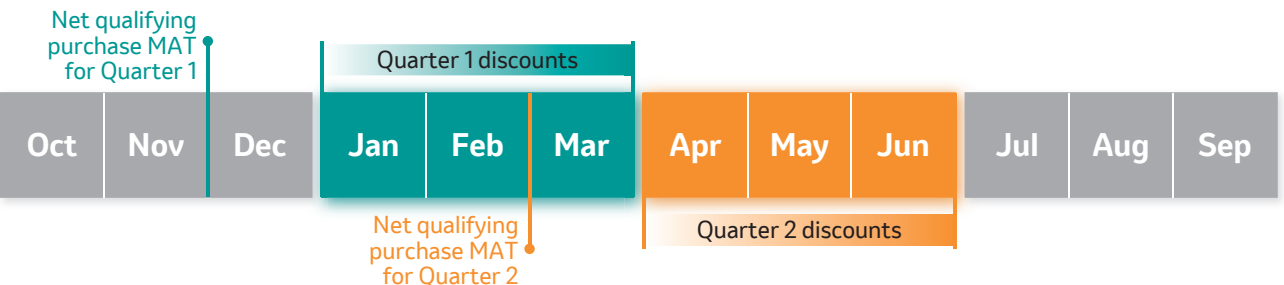


Partner Discount

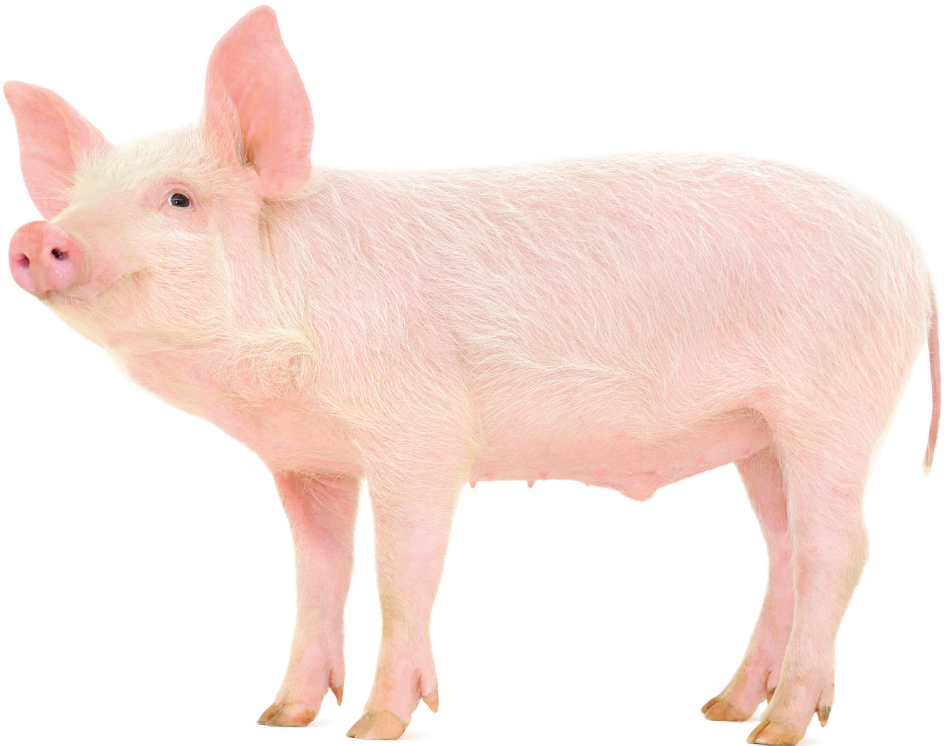
rewards your partnership with MSD Animal Health based on your overall sales volume for qualifying products.

Calculating your discounts

Your personal Band and Range Discounts are automatically calculated by the eVolve system and applied for each calendar quarter. Your Band and Range Discounts are based upon your previous 12 months (MAT) of net purchases, at the end of the middle month of the preceding quarter.



For example, Quarter 1 discounts will be calculated based upon your net MAT purchases at the end of November, Quarter 2 discounts will be based upon your net MAT purchases at the end of February, and so on.



Band 1	
Bravecto	Sancerum
Caninsulin Vials	Scalibor
Chorulon	Schirmer Tests Strips
Crystapen	Tetanus Antitoxin
Delvosteron	Vasotop
Dimazon Solution	Vidalta
Dolorex	Vivitonin
Durateston	Vivitreats
Equilis	Wormcat
Finadyne Paste	Zitac
Incurin	
Laurabolin	
Leventa	
Neopen	
Nobivac	
Optimmune	
Otomax	
Panacur (SA)	
Posatex	
Regumate Equine	

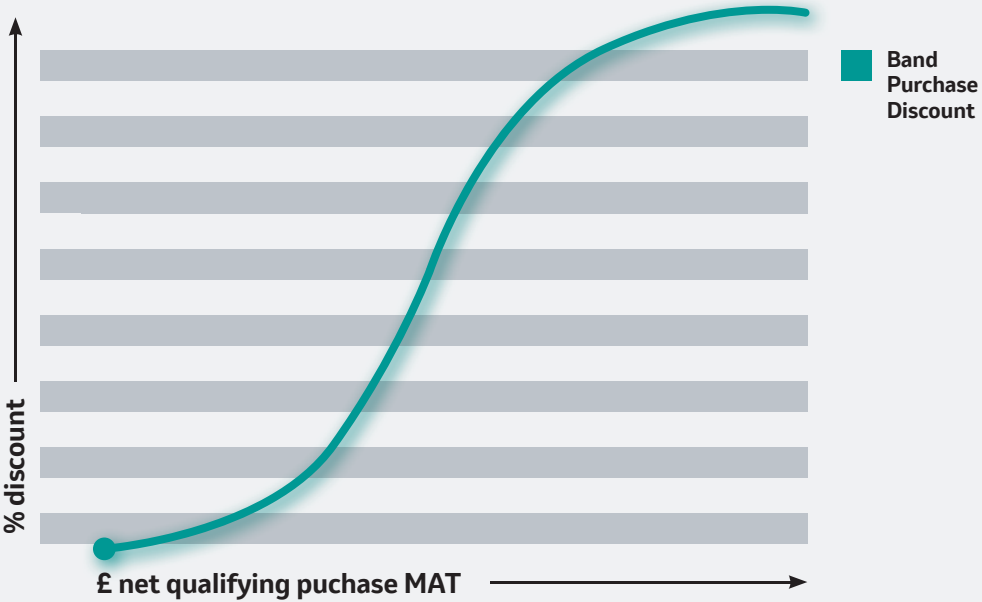
Band 2	
Amfipen LA	Enzovax
Amoxypen Range	Estrumate
Bovilis Bovipast RSP	Finadyne Solution
Bovilis BVD	Foston
Bovilis Huskvac	Halocur
Bovilis IBR Marker	Imizol
Bovilis Intranasal RSP	Mastiplan
Bovilis Ringvac	Metricure
Bovivac S	Nuflor Range
Ceporex (Ruminant)	Oxytetrin
Cepalock	Oxytocin S
Cepravin	P.G.600
Chronogest CR	Planate
Cobactan 2.5%	PMSG
Cobactan MC	Receptal
Coopers Fly Rep	Resflor
Depocillin	Scabivax Forte
Dexadreson	Toxovax
Dexafort	Tribrissen Inj 48%
Engemycin Range	Zuprevo

Band 3
Blackleg Vaccine
Bravoxin 10
Butox Swish
Coopers Gut Assist/Sup.
Coopers Gut Equalise
Footvax
Lambivac
Leptavoid-H
Levacur SC
Ovipast Plus
Panacur (Equine)
Panacur (Farm Animal)
Pyratape P
Rotavec Corona
Tribovax T
Vectin
Zanil

Band 4
<i>Caninsulin Syringes</i>
<i>Heptavac P Plus</i>
<i>Ovivac P Plus</i>
<i>Aqua Products</i>
<i>Pig Vaccines*</i>
<i>Poultry Products</i>
<i>Selected Equipments</i>

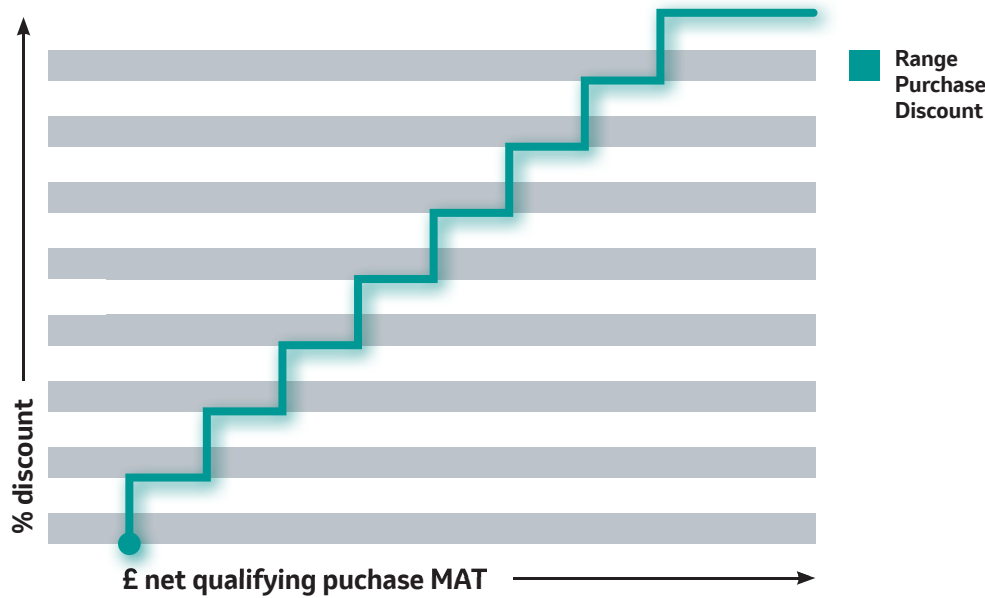
Band Purchase Discount

Products are grouped together into one of four bands, with Bands 1, 2 and 3 receiving a Band Discount based upon the total purchases of products within the band. Products in Band 4 are not eligible for a Band Purchase Discount.



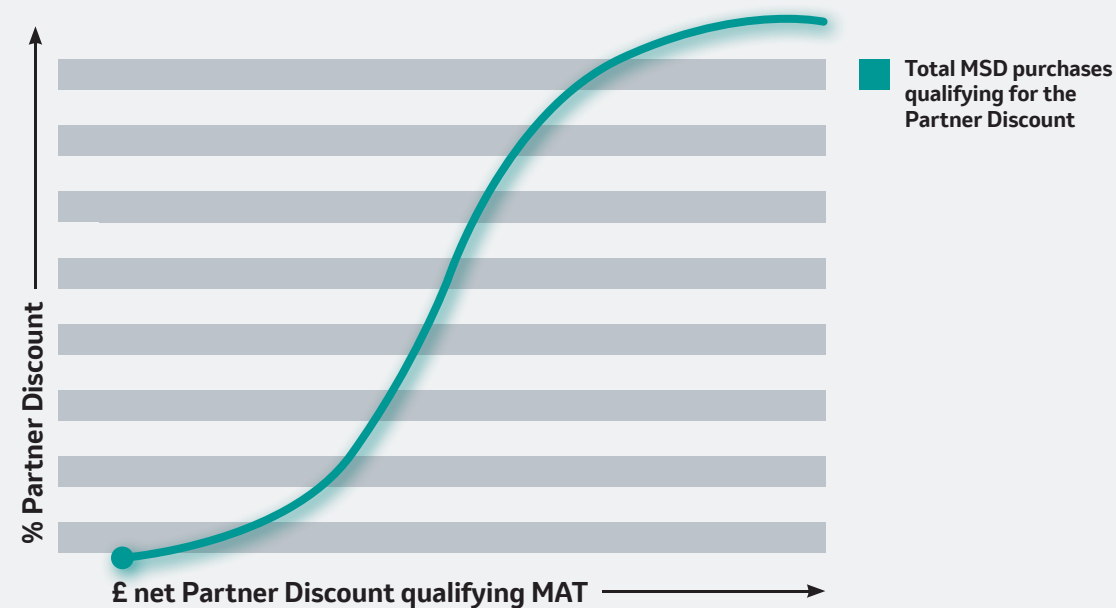
Range Purchase Discount

Products purchased from Bands 1, 2, 3 and selected Band 4 products are aggregated to calculate the Range Discount percentage. Products purchased from Bands 1, 2 and 3 (but not from Band 4) are eligible and will receive a Range Discount.



Partner Discount – Direct by MSD Animal Health

The Partner Discount rewards your partnership with MSD Animal Health. The total MAT of your net purchases from Bands 1, 2, 3 and selected Band 4 products represent your Partner Discount qualifying MAT. This total, if greater than £500 net, will entitle you to a discount that rewards your overall business with MSD Animal Health. The more you purchase within those bands, the greater levels of discounts you may be entitled to.



Partner Discount – calculation details

- Bands 1, 2, 3 and selected Band 4 products make up your qualifying MAT for the Partner Discount.
- Products from Bands 1, 2, 3 (except Toxovax) and selected Band 4 products will receive a Partner Discount. (Please note that Toxovax contributes to your overall qualifying customer MAT but does not get a Partner Discount.)
- Heptavac P, Ovivac P and selected equipments/vaccinators receive a Partner Discount based on your qualifying net MAT from products in Bands 1, 2, 3 and selected Band 4 products.

Note:

Your Personalised Price List will contain details of your prices and applicable Band, Range and Partner Discounts.

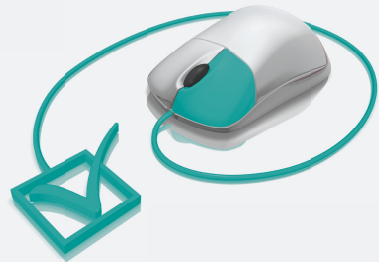
Partner Discount – e2e by MSD Animal Health

The level of Partner Discount for which a customer qualifies is based on a range of factors regarding MSD Animal Health's partnership with the retail customer.



Accessing eVolve

Once you receive your login details, go to evolve.msd-animal-health.co.uk



eVolve homepage

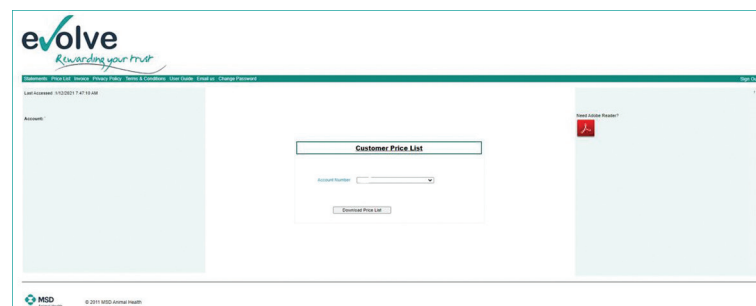
On your homepage you will be able to:

- Access your current **Personalised Price List** which is updated monthly as discounts change
- Access your **invoices**
- Access your **statements**. These are in PDF format, which enables them to be viewed on-line or downloaded and shared
- Review the scheme **Terms and Conditions**

Should you have any queries you can click on 'Contact us' to initiate an email to the MSD Animal Health eVolve administrator.

Customer price list

Enables you to view your current Personalised Price List – select your account number and download your price list in PDF format.



Customer invoices

Enables you to view your invoices;

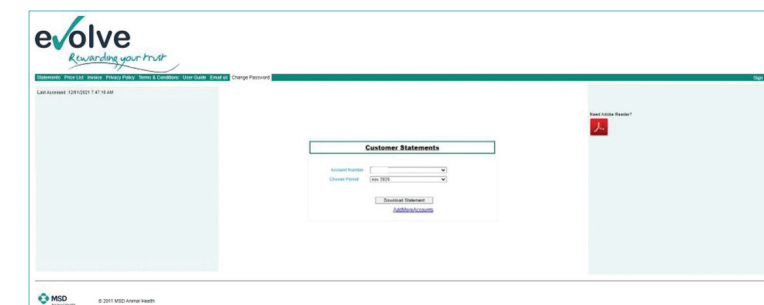
- Select your account number
- Select period
- Search by invoice



Historic statements

Enables you to view your historic statements;

- Select your account number
- Select period
- Download your statement in PDF format



Your Personalised Price List (PPL) will be available via the web. This will be updated monthly with any discount changes, allowing you to check your current price, net of all discounts.

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Ruscombe your trust

Mr A Price
Ruscombe Veterinary Surgery
Cott Lane
Llanyddog
L21 9 3AH

MSD Animal Health
MSD Animal Health Ltd
PO Box 100
Llanelli, SA20 8YU
Tel: 01493 762000
Fax: 01493 762001
Email: msd@msd-animal-health.co.uk
or visit our website www.msd-animal-health.co.uk

MSD Animal Health

EXAMPLE

Customer No: 12322

Current Personalised Price List

Best and cheapest vaccines available between 31/03/12 and 31/03/12

Product	Discount	Unit Price	MSD Recommended Price	Price after MSD Discount	Purchase Price
010008 Canine LH Dist	Band 1 - 4.00%	10.71	9.13	10.00	10.00
010110 Avigenex 1000	Band 2 - 3.00%	16.00	20.00	15.48	15.51
010009 Avigenex-LH 1000	Band 0 - 0.00%	9.00	9.13	10.00	10.00
010001 Dog with 3 Year and 10P vaccine 100	Band 3 - 0.00%	10.00	8.00	10.00	10.00
010002 Dogging vaccine 100	Band 4 - 0.00%	11.00	8.00	10.00	10.00
010011 Bio-Mixx 100P 100	Band 2 - 10.00%	40.00	24.00	24.00	24.00
010010 Bio-Mixx 100P 100	Band 1 - 10.00%	40.00	36.00	36.00	36.00
010012 Bio-Mixx 100P 100	Band 2 - 10.00%	30.00	27.00	27.00	27.00

Note: Vaccines are priced as per subject to change. Purchase Price includes the advice booklet and any further discount applicable.
Values shown include VAT



A Personalised Price List is available on-line to customers showing:

-
- A circular inset image showing a doctor in blue scrubs using a stethoscope and typing on a laptop.

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Mr A Price
Roundwood Veterinary Surgery
Smith Lane
Leeds
LS19 3AN

MSD Animal Health
Walton Manor, Walton
Milton Keynes MK7 7AJ
United Kingdom
T +44(0)1908 685496
F +44(0)1908 685635
E evolve.mks@msd.com
W evolve.msd-animal-health.co.uk

MSD
Animal Health

Band and Range Discounts applicable
are calculated each quarter based on
your net MAT of purchases

Customer No : 1222Z

Current Personalised Price List

Band and Range percentages applicable between 01/01/21 and 31/03/21

Band 1 :	4.00%
Band 2 :	2.10%
Band 3 :	0.00%
Band 4 :	0.00%
Range :	6.00%

Details of the
Band each
product is in

Partner Discount : 11.60%

Partner
Discount %

Note : Individual prices are subject to change. Purchase Price includes the eVolve Discount and any Partner Discount applicable.
Values below exclude VAT.

Total Product
Discount %

Product Description	Discount Group	List Price £	MSD Discount %	Price after MSD Discount £	Purchase Price £
016999 Amfipen LA 80ml	Band 2	13.77	8.10	12.65	11.06
007732 Amoxypen 100ml	Band 2	16.05	28.50	11.48	9.61
042932 Amoxypen LA 100ml	Band 2	16.67	8.10	15.32	13.39
340981 Bag with 5 INtranasal RSP nozzles GB	Band 4	13.58	0.00	13.58	13.58
076262 Blackleg vaccine 50ml	Band 3	11.22	6.00	10.55	9.25
196101 Bov.INtran.RSP live 1x5ds+1x10ml dil 100	Band 2	41.08	40.00	24.65	19.88
193478 Bov.INtran.RSP live 5x5ds+5x10ml dil 100	Band 2	202.61	40.00	121.57	98.06
031278 Bovilis BVD 100ml	Band 2	141.25	31.00	97.46	81.08
013188 Bovilis BVD 10ml	Band 2	14.12	31.00	9.74	8.10
038102 Bovilis BVD 20ml	Band 2	28.26	31.00	19.50	16.22
034542 Bovilis BVD 50ml	Band 2	70.61	31.00	48.72	40.53
159585 Bovilis Bovipast RSP 1x50ml 100	Band 2	67.24	29.00	47.74	39.94
708230 Bovilis Huskvac 12dose	Band 2	72.17	8.10	66.32	57.95
067961 Bovilis IBR Marker Inac 10dose	Band 2	29.54	31.00	20.38	16.96

Purchase price
inclusive of Product
Discount and
Partner Discount

Price after
your Product
Discount

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MSD Animal Health Registered office as above - Registered in England & Wales No.946942

Date Printed : 02-Jan-2021

Your MSD Animal Health invoice explained



MSD
Animal Health

Invoice number

Invoice
389302230

MSD Animal Health UK Ltd
Walton Manor, Walton
Milton Keynes MK7 7AJ
United Kingdom
T: +44 (0)370 060 3380
msd-animal-health.co.uk

Billing Address:
Mark Smith
5 Oakwood Road
Milton Keynes
MK8 4DW

Delivery Address:
Roundwood Vets
11 Queens Road
Milton Keynes
MK9 3DD
VAT ID

MSD contact details

Delivery address

Customer billing address

MSD customer number

Invoice date: 18-Jan-2021

Order number: 1100348302

PO number: WEB003285

Payment terms: End of mth of inv + 30d

Payment due date: 28-Feb-2021

Currency: GBP

Terms of delivery: N/A

Customer number: 11137154

VAT ID Intervet: GB763890981

Product Discount which includes Band, Range and Marketing Support Discounts

Line No.	Material	Description	VAT %	Qty ord Price	Qty Shipped Product Disc £	Qty backord Partner Disc £	Net value
1	127052	Bravecto Small Dog (250mg) 1x1tab		10			
	Batch: U311Z06	Quantity: 10	20,00 %	19,84	49,60-	24,79-	124,01
2	155518	Bravecto Spot On Dog 112.5mg 1x1ds 541		1			
	Batch: AM8550H	Quantity: 1	20,00 %	19,16	4,79-	2,40-	11,97
3	149951	Bravecto Medium Dog (500mg) 1x1tab		4			
	Batch: U409Z01	Quantity: 4	20,00 %	21,47	21,47-	10,74-	53,67

Page: 1/1

Partner Discount

Delivery note no: 1233703327

Invoiced product details

Total gross value:	303,44
Total product discount:	-75,86
Total partner discount:	-37,93
Total net value:	189,65
VAT 20,00% on 189,65:	37,93
Total VAT:	37,93
Total amount:	227,58

MSD Animal Health UK Ltd Registered office as above. Registered in England and Wales No. 946942

Citibank NA, Citigroup Centre, 33 Canada Square, London E14 5LB Sort Code: 18-50-08 Account 13498700 IBAN: GB45 CITI 1850 0813 4987 00

SWIFTBIC: CITIGB2L

Following Terms & Conditions apply to all sales <http://www.msd-animal-health.co.uk/terms-and-conditions>

Amount payable inclusive of VAT

MSD bank details for BACS payment



Rewarding your trust

eVolve Terms and Conditions

Introduction

1. “Customer” means the recipient of the discount under the eVolve discount plan.
2. eVolve is the product discount plan of MSD Animal Health UK Ltd. eVolve is designed to provide retail customers (which include, but is not limited to, veterinary practices, trade merchants, pharmacists, pet shops and saddlers) with a discount based on MSD Animal Health’s published List Price.
3. These eVolve Terms and Conditions apply to and supersede any other version of eVolve Terms and Conditions oral or written referred to, offered or relied on, with reference to eVolve. These terms and conditions are also available on the eVolve website: <http://www.evolve.msd-animal-health.co.uk>.

The eVolve Discount Plan

4. The eVolve discount plan is available to all retail customers in Great Britain, the Channel Islands and the Isle of Man buying MSD Animal Health products from us, on application to us.
5. Participation in the eVolve discount plan is conditional on the retail customer:
 - i. supplying to us details of all its branches and promptly notifying us of any changes; and
 - ii. providing its bank details on practice/business headed notepaper, signed by an authorised representative, to the eVolve administrator (as notified to the retail customer from time to time).
6. An eVolve discount plan will comprise some or all of the following elements:
 - i. a Band Discount: The MSD Animal Health product range has been segmented into four bands (1–4). Separate Band Discounts are available based on purchases of products in each of Bands 1, 2 and 3;
 - ii. a Range Discount: An additional Range Discount is available against purchases of products in Bands 1, 2 and 3 based on aggregated purchases across Bands 1, 2 and 3. Exceptionally, purchases of some Band 4 products may from time to time also count towards Range Discounts applied to purchases of products in Bands 1, 2 and 3. However, Range Discounts will not be applied to such Band 4 products;
 - iii. Additional Discounts: Additional Discounts may be available in addition to, or in place of, the Band, Range and Partner Discounts.
 - iv. a Partner Discount: Recognises partnership with MSD Animal Health.

eVolve Discount Plan – Direct by MSD Animal Health

7. The level of Band, Range and Partner Discounts for which a retail customer qualifies is based on its moving annual total (MAT) purchases (net of Band, Range and Additional Discounts) of qualifying MSD Animal Health products purchased from MSD Animal Health in the relevant bands.
8. The level of Band, Range and Partner Discounts for each retail customer is set at the beginning of each quarter based on the retail customer’s net MAT of purchases at the end of the middle month of the preceding quarter.

eVolve Discount Plan – e2e by MSD Animal Health

9. If Band and Range Discounts are applicable to the retail customer, then the level of Band and Range Discounts for which the retail customer would qualify will be based on its moving annual total (MAT) purchases (net of Band, Range and Additional Discounts) of qualifying MSD Animal Health products purchased from MSD Animal Health in the relevant bands.
10. If Band and Range Discounts are applicable to the retail customer, then the level of Band and Range Discounts for the retail customer will be set at the beginning of each quarter based on the retail customer’s net MAT of purchases at the end of the middle month of the preceding quarter.
11. The level of Partner Discount for which a retail customer qualifies is based on a range of factors regarding MSD Animal Health’s partnership with the retail customer.
12. The level of Partner Discount for each retail customer is set at the beginning of each quarter.

eVolve Discount Plan – General Matters

13. A Personalised Price List is available on-line to each retail customer showing:
 - i. MSD Animal Health List Prices;
 - ii. applicable Band, Range and Partner Discounts;
 - iii. any applicable Additional Discounts; and
 - iv. the resulting purchase price, net of all Discounts.

This on-line Personalised Price List will be kept updated to reflect any changes in the applicable list prices and Band, Range, Partner and Additional Discounts.
14. The discount percentage for each product is applied to the MSD Animal Health List Price to give a discount for each product. Where applicable, prior to payment, an amount equal to VAT at the applicable rate will be added to reflect that the list price is an ex-VAT value.
15. Details of the qualifying products, which products are in the various bands, the discount scales for Band, Range and Partner Discounts and any Additional Discounts are available from MSD Animal Health account managers or the eVolve administrator on request.
16. Discounts will only be applied once (on the initial sale to a retail customer by MSD Animal Health) in respect of any unit of product supplied to the retail customer by MSD Animal Health.
17. Upon providing reasonable notice to the customer, MSD Animal Health reserves the right to withdraw or change the terms of the eVolve discount plan from time to time, including but without limitation these Terms and Conditions, the Band, Range and Partner Discount scales, any Additional Discounts, qualifying products and the bands to which they are allocated. Changes will be notified to you in writing or indicated on your personalised on-line price list.
18. Your acceptance of discounts against product prices under the eVolve discount plan shall constitute your acceptance of these Terms and Conditions.

Data Privacy

19. The Parties acknowledge that, in order to provide the eVolve discount plan, personal data must be collected by MSD Animal Health. The personal data that may be collected includes data detailed in Clause 5.
20. Each Party shall comply with Data Protection Law in connection with its obligations under this Agreement. For the purposes of this Clause, “Data Protection Law” means any applicable data protection or privacy laws to which either Party, as applicable, is subject in connection with this Agreement.
21. The Customer represents and warrants that in the event that they provide personal data to MSD Animal Health, including, without limitation, any individually identifiable health information, that it has obtained all necessary consents, approvals and authorisations to provide the personal data to MSD Animal Health, and it is not violating any laws, rules or regulations, or the rights of any individual or entity, by providing such personal data. Upon request, the Customer shall provide documentation of any applicable consents, approvals and authorisations.
22. No personal data, other than the personal data necessary for MSD Animal Health to provide the eVolve discount plan, shall be provided by the Customer to MSD Animal Health under this Agreement.

Confidentiality

23. Both Parties acknowledge that, as a result of the eVolve discount plan, MSD Animal Health may disclose to the Customer certain confidential information which the Customer acknowledges constitutes a valuable trade asset of MSD Animal Health.
24. The Customer will treat all such information as confidential, will not disclose any information to any third party without the prior written consent of MSD Animal Health, and will take all reasonable steps to prevent any such disclosure. The Customer undertakes not to use any information for the benefit of any third party.
25. This duty of confidentiality shall survive any termination of this Agreement for a period of ten (10) years from the date of termination.

Liability

26. To the fullest extent permissible by law, MSD Animal Health shall not be liable for loss of revenue, business contract, anticipated savings, profits, data or information, damage to property, or any indirect or consequential loss howsoever arising whether from negligence, breach of contract or otherwise.
27. Nothing in this Agreement shall limit or exclude the liability of MSD Animal Health for:
 - i. death or personal injury resulting from negligence; or
 - ii. fraud or fraudulent misrepresentation; or
 - iii. any matter which it would be illegal for MSD Animal Health to exclude or attempt to exclude its liability.

Intellectual Property

28. All material related to the eVolve scheme (whether or not in writing) which has been created by MSD Animal Health is the property of MSD Animal Health UK Limited or it has been granted permission to use such material, except where expressly stated otherwise. Reproduction of part or all of the contents in any form is prohibited.

Ethics/Conflict of Interest

29. Both parties shall adhere to the letter and spirit of all applicable laws (including, but not limited to, the UK Bribery Act 2010 and related legislation) and ethical principles as follows:
 - i. All transactions in connection with this Agreement shall be accurately reflected in the records of the Parties, and no funds or other assets shall be paid directly or indirectly to government officials, animal health professionals or persons acting on their behalf or to representatives of the other businesses for the purpose of influencing government decisions or actions with respect to MSD Animal Health’s business.
 - ii. The Parties shall conduct their activities hereunder so as to avoid loss or embarrassment to either Party due to any real or apparent conflict of interest.
30. MSD Animal Health shall have the right to terminate this Agreement, without any penalty or obligation to pay damages, upon violation of the business practices mentioned in this clause by the Customer.

Termination

31. MSD Animal Health may terminate this agreement on the provision of written notice to the Customer.
32. If the Customer ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets or becomes subject to any proceedings in bankruptcy or for the protection of the rights of its creditors MSD Animal Health may terminate this Agreement with immediate effect.

General

33. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
34. MSD Animal Health shall not be liable to the customer for any failure to fulfil its obligations under the Agreement if such a failure is caused by circumstances beyond its reasonable control in which event the obligations of MSD Animal Health shall be suspended for the period during which such force majeure operates, provided that reasonable efforts have nonetheless been made by them to fulfil their obligations under the Agreement, and provided further that the suspended obligations are fulfilled as soon as possible after the force majeure ceases to so operate.
35. The use of eVolve and its contents is governed by English Law. This Agreement, its formation and its subject matter and any non-contractual disputes and claims will be governed by the law of England and Wales.

‘We commit to ensure that eVolve remains the **most transparent** animal health discount scheme’

- ✓ the most accurate information
- ✓ the clearest, simplest scheme
- ✓ the best supported scheme
- ✓ the most technologically advanced scheme
- ✓ current Personalised Price Lists
- ✓ supports your current and future business needs

