

General Sales- and Delivery Conditions

1. General applicability

- A. All offers and supplies are exclusively made with due observance of the conditions of sale mentioned below, unless parties explicitly agree otherwise in writing. Even if not expressly objected to, buyer's general conditions shall not apply.
- B. Should, in the opinion of the judge, any clause of these general conditions of sale and supply for whatever reason not be applicable, then the relative clause has to be replaced by a clause by which parties can attain the object they have in view. The other clauses of these conditions of sale and supply will still be effective.

2. Offers

- A. All offers are understood to be without engagement. Orders are subject to our final written confirmation.
- B. If not opposed or altered within a week in written form, quotations and all other conditions accepted by the buyer.

3. Supplies

- A. The Conditions of supply will be interpreted in accordance with the latest valid INCO-TERMS of the International Chamber of Commerce, unless agreed upon otherwise.
- B. Unless agreed upon otherwise, the time of delivery is approximately. They are subject to correct and punctual self-delivery.
- C. Unless agreed upon otherwise, the seller is free to choose the way and means of transport of the goods to buyer. In case the seller bears the freight charges the seller shall be entitled to increase the prices after conclusion of the agreement according to any increase of the freight charges.

4. Proviso with regard to the property

- A. The goods supplied shall remain the seller's ownership such time as the buyer has completely fulfilled his payment of the amounts according to the agreement. However, as long as he has met his obligations towards the seller, buyer shall be authorized to dispose of the goods under the seller's ownership within his normal conduct of business. The buyer shall not be entitled to mortgage the goods or to transfer the goods in fiduciary ownership. Moreover, he has the obligation to inform without delay of any actions taken by third parties with respect to goods belonging to the seller.
- B. In case of paragraph 7 (non fulfilment) the authorisation as referred to in 4A, shall automatically be annulled. The seller shall be entitled to demand the handing over and therefore to take back the goods supplied, without giving previous notice of default or judicial intervention. For that purpose the buyer shall admit seller to the place where the goods are stored.

5. Prices

- A. agreed otherwise, all prices are to be understood net, ex warehouse. They apply only to the whole quantity offered.

6. Payment

- A. Buyer undertakes to pay the amount within 8 days after the date of invoice, or other terms by confirmed by contract. Payment will always take place in Euros unless agreed upon otherwise. The obligation to pay will be fulfilled only when the seller has received and can dispose of the entire amount due.
- B. The seller has at all times the right to deviate from the condition laid down against 6A a.o. by demanding cash payment or payment in advance when there are well-founded doubts as to the fulfilment of the conditions stipulated in paragraph 6A.
- C. The buyer will be in default when not having made payment within the time of payment, without any notice from the part of the seller being required. Without prejudice to any other right the seller may possess, the consequence will be that:
- The buyer will owe 2% interest on top of the rate of discount rate on promissory notes of the Bank Van Breda valid on the expiry date of the payment term.
 - The buyer will have to reimburse to the seller all expenses the latter has made to collect the amount the buyer owes him, including non-judicial expenses, with a minimum of 10% from the basic amount.
- D. Should seller accept cheques or drafts, so this is done in fulfilment. Any charges or costs of other Bankers arising due to these are to be paid by the buyer.
- E. The seller has the right to concede his outstanding claims towards the buyer to a factoring company, even without the agreement of the buyer. Rights and duties out of the contract will not be affected by this.
- F. In case of existing liabilities of seller towards the buyer, the buyer has no right to deduct any payment out of this contract.

7. Non fulfilment

- A. In case of a petition for bankruptcy, sequestration, liquidation or suspension of payment has been petitioned or obtained by either party, a voluntary or involuntary general assignment of the assets for the benefit of creditors, a receiver or trustee is appointed for all or any part or party's property then the other party at its option will be entitled to terminate the agreement immediately and unilaterally by registered letter, without giving previous notice of default and without judicial intervention, or to suspend its execution in whole or in part, without having any compensation without prejudice to any further rights he may be entitled to.
- B. In case any of the eventualities mentioned in paragraph 7A occurs with buyer, everything that buyer owes to the seller on account of any contract will become claimable in full.

8. Force Majeure

- A. Force majeure of whatever nature, mobilization, war, revolution, fire, strike, epidemics, interruption of transport, confiscation, disruption in production, lack of raw materials and/or energy, catastrophes restrictive government regulations of whatever nature, malfunctioning of installations essential for the execution of the agreement, when third parties fail to supply goods or render services and any circumstance the seller could reasonably not foresee and cannot influence and which, had he known it when concluding the agreement would have induced him not to conclude it or not under the same conditions the seller at its option shall be entitled to withdraw from a business transaction either entirely or partially or to postpone the periods of delivery, this without any possibility that claims of any kind might be lodged against seller from this subject.

9. Complaints and responsibility

- A. Communications made by or on behalf of the seller regarding quality, compositions, treatment of the goods in widest sense, applications, characteristics etc. of the goods, does not commit the seller, unless such communications are made in writing and explicitly in the form of a guarantee.
- B.1. The buyer is obliged to inspect the goods out of their original packing immediately upon arrival. Complaints, however, about damage, quality, short weight or other deficiencies have to be lodged with the seller by registered letter within:
- seven days after the date of delivery in the case of European deliveries (including non-EU countries).
 - thirty days after the date of delivery in all other cases, in any event, however, before the merchandise has been processed.
- A notification shall be deemed valid if it is mailed within the term. In case of timely notification, seller reserves the right to either replace the merchandise or to reimburse the purchase price. Any other liability is excluded, in particular the liability for damages of any kind whatsoever.
- B.2. The buyer is obliged to take necessary measures to limit as much as possible the damage done to the goods supplied.
- B.3. The buyer is obliged to observe strictly the instructions for storing and handling of the goods, as described in the relative pharmacopeia and/or other general known specification.
- B.4. The seller will be no longer responsible in case the buyer does not meet the above directions.
- C. Complaints duly presented and motivated will be settled by the seller at its opinion by price reduction or additional supply of the goods that were short delivered, replacement or taking back. Treatment of complaints does not affect the buyer's obligation to pay.
- D. The responsibility of the seller with regard to the goods supplied to buyer will never exceed the net selling amount and the invoice amount of the goods supplied. Any further responsibility or whatever legal ground particularly with respect to indemnifications for trading loss or other indirect damages, is excluded.
- E. Rejected goods can be returned to seller only under the proviso of seller's prior consent. In the event of shortage within the tolerances, we have the choice of either carry on a subsequent delivery or to send a credit-note.
- F. Seller does not warrant or guarantee that the product is free from patents or other protective rights of third parties.

10. Hardship Clause

- A. If prior to the agreement being executed, the circumstances prevailing when the agreement was concluded would change in such a way that fulfilment of one or more conditions can no longer reasonably be required, parties shall negotiate about an alteration of the conditions of the agreement.

11. Title retention

- A. All goods supplied by seller – no matter on what kind of business transactions they are based – will remain to be our property, as long as demands against the buyer are still due to seller from present orders or from other deliveries or merchandises.
- B. Access of third parties to the goods of our own or to the respective debts concerned to these must be announced to us by the purchaser without delay.
- C. Title in the goods remains with the Seller until complete payment of the invoice, even in case where the goods have been resold or transformed by the Buyer. In case of transformation of the goods, such transformation will be deemed to have been done on behalf of the Seller, without however creating any responsibilities towards any party pursuant to the transformation.

In case of non payment of the invoice on its due date, the sale can be legitimately cancelled eight days after the sending of a formal notice by registered mail and the Buyer must return all goods to the Seller. If necessary, the Buyer will grant the Seller access to his premises in view of such repossession of the goods.

All risks of loss or damage are transferred to the Buyer upon delivery of the goods.

In case where payment of the invoice is done by means of a bill of exchange on the Buyer or by any other negotiable document, this will constitute no renewal of the debt and will in no case whatsoever alter the present general terms and conditions.

Only for Buyers in Germany :

The Seller undertakes, upon the Buyer's request, to release those guarantees existing in his favor based on the above-mentioned conditions insofar as their value exceeds 20% of the guaranteed outstanding debts. Seller may choose which guarantees he wishes to release

12. Choice of forum

- A. The transaction is subject to the Belgian law. Any dispute arising from the transaction will be submitted to the competent court of justice in Turnhout, Belgium on the understanding that the seller has the right to submit every dispute to the court of justice competent in the buyer's domicile.