

Pharma Dynamic N.V.'s General Terms and Conditions of Sale

1. General

- 1.1 Unless explicitly otherwise agreed upon in writing, these Terms and Conditions of Sale apply to all negotiations between Pharma Dynamic N.V. Grijpskerk and affiliated companies (hereinafter: "we" or "us") and each and every (future) buyer (hereinafter: "Buyer") and will be part of all contracts of sale of products and therewith annexed contracts (hereinafter: "Contracts") which we conclude with each and every Buyer.
- 1.2 Any terms or conditions referred to by the Buyer in any possible way or implied by trade, custom, practice or course of dealing, are hereby expressly excluded.
- 1.3 These Terms and Conditions of Sale may only be modified upon written agreement.
- 1.4 If (any part of) a provision contained in these Terms and Conditions of Sale becomes invalid, the validity of the remaining provisions will not be affected.
- 1.5 The Buyer cannot appeal to the fact that these Terms and Conditions of Sale have not been provided if we have provided the same Terms and Conditions of Sale before and have referred to them.

2. Formation of contract

- 2.1 Quotations, offers or any information in relation to the products given by us are without engagement and therefore shall not be a binding contract until (i) Buyer's order is accepted in writing by us or (ii) we deliver the ordered products.
- 2.2 Buyer is bound to its order as long as we have not explicitly rejected such order.
- 2.3 We reserve the right to amend an offer, quotation or price at any time prior to acceptance in writing of Buyer's order.

3. Prices and proposals

- 3.1 The prices stated and/or agreed upon by us shall be exclusive of all taxes – including Value Added Tax – and levies, and shall be based on the terms and conditions (of delivery) as mentioned in the follow articles.
- 3.2 In the event of any increase in the costs of material, rates of pay, overheads, transport or any other relevant factors, we are entitled to increase our prices accordingly and immediately.
- 3.3 No rights may be derived from samples and models (including but not limited to indications of colour, dimension, weights and other descriptions in brochures, promotional materials and/or on our website) unless explicitly otherwise agreed upon. Such samples and models are only intended as examples.

4. Third parties

We have the right to engage third parties to carry out certain work or to make certain deliveries if and to the extent that the proper execution of the agreement requires.

5. Payment terms

- 5.1 Unless otherwise agreed upon in writing, payment of the agreed price shall be made to us at the time of formation of the agreement. All payments shall be made into a bank account appointed by us.
- 5.2 From and including the first day payment is overdue until the date of full payment, all outstanding amounts will carry interest payable by the Buyer at a rate of 2% per annum above the statutory commercial interest rate, without any notification or default being required.
- 5.3 In addition to the outstanding amounts and interests due to us, we are entitled to claim all costs with respect to the overdue payment, such as collection costs. The collection costs are fixed at 15% of the outstanding claim with a minimum of € 750.00.
- 5.4 We are entitled to withhold delivery of the purchased products as long as payment of an invoice relating to these products or relating to any other products sold by us, is overdue, without prejudice to our right to claim damages.
- 5.5 Claims or complaints related to our performance shall not entitle the Buyer to withhold payment to us.
- 5.6 In the event payment shall be made by letter of credit, the Buyer shall bear the costs related thereto.

5.7 Notwithstanding above, payment for all orders shall become due immediately in the event that the Buyer is adjudged bankrupt or insolvent, has a receiver or administrator appointed over its assets or enters into any composition with its creditors.

5.8 The title to any consignment of the products shall not pass to the Buyer until we have received payment of the price of them in full together with the full price of any other products the subject of any other Contract with us. Until that time the Buyer acknowledges that it is in possession of the products solely as bailee in a fiduciary capacity for us. Payments shall first be applied to settle all outstanding interest and costs and then against the longest outstanding invoices that are payable.

5.9 In the event that the Buyer cancels or annuls the agreement, it is liable to us for compensation to be determined by us. The Buyer is liable for all our costs, damage and lost profits. The Buyer is also liable to third parties for the consequences of the cancellation and indemnifies us in this connection.

6. Delivery

- 6.1 Each delivery shall constitute a separate agreement.
- 6.2 Unless otherwise agreed upon in writing delivery shall be FCA.
- 6.3 Delivery dates mentioned by us at any stage are approximate only and we shall not be liable in respect of any failure to deliver on any particular date of dates.
- 6.4 If it has been previously agreed between us and the Buyer that delivery shall take place in stages on the Buyer's call, the Buyer shall ensure that the time period within which each partial delivery should be made is reasonable. If the Buyer fails to do so, we shall be entitled to terminate the agreement in relation to the sold products within periods and quantities at our own choice.
- 6.5 Even if not agreed upon, we are entitled to make part deliveries.

7. Packing

- 7.1 Prices include packing in our standard packaging unless otherwise agreed upon in writing. In the event additional packing shall be required by or on behalf of the Buyer or the carrier, appropriate charges may be made to the Buyer.
- 7.2 Our packaging which is not intended for one-time use, will remain our property and may not be used by the Buyer for any other purpose than those for which it is intended.
- 7.3 We are entitled to charge the Buyer a deposit for packaging and are only obligated to take the packaging back after delivery, at the price that the Buyer has been billed for if the packaging is returned within the deadline determined by us and if the packaging is undamaged and complete.
- 7.4 Slight deviations in indicated dimensions, weights, numbers, colours etc. do not apply as deficiencies on our part.

8. Insolvency

If the Buyer would become insolvent or fail to pay all of its debts in full and in time or would make any arrangement in this respect with his creditors or if the Buyer would become the subject of any measure provided for under the applicable law in respect of debtors unwilling or unable to pay any of their debts or if the Buyer would fail to meet any of its obligations under any agreement with us, we may, by notice in writing, cancel all or any of the existing agreements with the Buyer, without prejudice to any other rights under any other agreements with the Buyer which will survive such cancellation.

9. Complaints and Returns

- 9.1 The Buyer is obliged to inspect the products immediately after receipt. All visible defects, faults, violations and / or deviations in number must be noted on the freight bill and the packing list and reported to us in writing within 24 hours after receipt of the products. Other defects, faults and / or violations must be reported in writing to us within 24 hours after discovery and within 1 (one) year after receipt.
- 9.2 If defects, faults, violations and / or deviations in number of products are not reported to us according to article 9.1, the products will be assumed to have been received in good condition and all consequences will be at the risk of the Buyer.
- 9.3 We should be placed in a position to investigate the complaint. If for the investigation of the complaint, the return of the products is found necessary by us, this will be done on our account and risk.
- 9.4 No returns of natural products that are deficient will be honoured by us if we are of the opinion that these deficiencies are connected with the type and the characteristics of the raw materials from which the products are made.
- 9.5 Return shipment will occur by a manner determined by us and in the original packaging.
- 9.6 If after delivery, we find the products to have changed (wholly or partially) be damaged or repacked, the right to make a complaint will lapse.

10. Liability and claims

- 10.1 Our maximum liability is always limited to the invoice amount of the product(s) giving rise to the claim.
- 10.2 That determined, our maximum liability is always limited to the maximum of the amount of the payment by our insurer in the present case, to the extent that we are insured for this.
- 10.3 We are not liable for consequential damages such as but not limited to loss of profit and / or other indirect damages that is the consequence of our actions, our personnel or by third parties we have contracted with.
- 10.4 If we purchases raw materials from third parties for the manufacture of the products, we will rely on the information provided to us by the manufacturer or supplier of such raw materials, concerning the behavior and properties of these raw materials. On the grounds of the above, we are not liable for damage of any nature whatsoever, that arises in connection with the processed raw materials.
- 10.5 We do not guarantee and will never be considered to have guaranteed that the delivered products are suitable for the use for which the Buyer wishes to process them, alter them, use them or have them used.
- 10.6 Any claims that the Buyer has against us shall lapse if the Buyer has not started legal proceedings against us within 1 (one) year after the products were delivered to the Buyer.
- 10.7 The liability restrictions in these Terms and Conditions of Sale are not applicable if the damages are the consequence of our gross negligence.
- 10.8 The Buyer indemnifies us against all claims of third parties relating to damage compensation if:
- damage arises due to misuse or no use of instructions and / or advice issued by us;
 - damage arises due to faults or inaccuracies contained in information that has been provided and / or prescribed to us by or on behalf of the Buyer;
 - damage arises because the Buyer itself or a third party acting under orders from the Buyer has carried out work on the items delivered.

11. Force majeure

- 11.1 In the event of force majeure or threatened force majeure, we are authorised to cancel the agreement or be released from our obligations towards the Buyer for a reasonable time without being held to any damage compensation.
- 11.2 Force majeure includes but is not limited to the following: war, uprising, mobilisation, domestic and foreign rebellions, governmental measures such as but not limited to import and / or export restrictions, strikes, lock outs by employees or the threat of these circumstances, disturbances in the currency status, operational disruptions by fire, natural causes, weather, blockades or transport options and delivery problems, accident or other occurrences.

12. Governing Law/Entire Agreement

- 12.1 Each and every order shall be governed by, and construed in accordance with the laws of the Netherlands. All disputes shall be resolved by a court of competent jurisdiction in the court of Groningen, the Netherlands, which will apply the law of the Netherlands.
- 12.2 With regard to disputes that arise from an agreement entered into with a Buyer established outside the Netherlands, we shall be entitled to act in accordance with this article or – at our option – to file a suit in connection with the disputes before the authorised court in the country or state where the Buyer has its registered office.
- 12.3 The application of international conflict of law rules and CISG is expressly excluded.