

## **General / Formation of contract**

### **Article 1 - General**

1.1 Unless explicitly agreed otherwise between the parties in writing these General Conditions of Sale shall be applicable to all our offers, order confirmations and deliveries. They shall be an integral part of all contracts of sale. It is herewith explicitly stated that any purchase conditions of Buyer shall not be applicable.

1.2 Unless otherwise agreed in writing the latest edition of Incoterms, as currently laid down by the International Chamber of Commerce in Paris shall apply to the terms of delivery.

### **Article 2 - Formation of the contract**

All our offers are without engagement unless the offer explicitly states otherwise.

## **Delivery / Transport**

### **Article 3 - Delivery**

3.1 The measurements and weights as mentioned in the shipment documents determine the quantity delivered.

3.2 Unless explicitly stated otherwise in writing, dates for delivery are approximately only.

3.3 Acts of God, strikes, unforeseen operating or shipping difficulties or any other obstructions beyond our control shall release us (for the duration of such disturbance and their consequences) from the obligation to deliver by the agreed date. (If such date is exceeded by more than three months, then Buyer and/or we shall be entitled to cancel the contract to the extent of goods not then delivered).

3.4 In case the economy in the country of Buyer is seriously affected by war, civil war or similar events, we shall have the right to cancel the contract to the extent of goods not then delivered.

### **Article 4 - Means of transport**

To the event we are responsible for the transport of the goods. We have the right to choose the route and means of transport.

## **Price increases / Payment**

### **Article 5 - Price increases after formation of the contract**

In the event of any changes in duties, taxes, freight, intermediate storage and/or insurance charges occurring after the formation of the contract but prior to the agreed shipment time, we have the right to adjust the selling price accordingly to the extent it has been based on one or more of these factors.

In the event of any increase in prices of raw materials or other materials necessary for the manufacturing of the goods sold, occurring after the formation of the contract but prior to the agreed shipment time we have the right to increase the selling price accordingly to the extent it has been based on one or more of these factors provided that we have given the Buyer written notice at least 15 days prior to shipment of the intended price increase and provided the Buyer shall not have informed us in writing within 5 days from receipt of such notice that he wishes to cancel the contract.

All costs and losses incurred by us and/or all increases of any of the factors on which the selling price has been based, which occur during the time shipment of the goods has been suspended at the request of or by reason of any default of the Buyer shall be for the responsibility and the account of the Buyer.

#### **Article 6 - Payment**

6.1 If the Buyer fails to pay in full the amount demanded within the time limit laid down in the invoice then without prejudice to any other rights we may have:

6.1.1 All other debts the Buyer owes us shall become immediately due for payment.

6.1.2 Default interest shall be due on the amount stated in the demand as from the invoice date at a rate of 3% above the current discount rate of the major banking institutions of the country in the currency of which the amount has been invoiced.

6.1.3 All out costs, both judicial and extra judicial and including recovery costs, in order to achieve full or partial collections of our claim against the Buyer shall be borne by the Buyer.

6.2 Any bank charges arising from the payment of the selling price in the Buyer's country or from the opening and confirmation of letters of credit shall be borne by the Buyer.

#### **Ownership / Claims and complains**

#### **Article 7 - Retention of ownership**

7.1 Until such time payment in full of the purchase price has been received by Stupharma, Stupharma shall retain ownership of the goods, their delivery notwithstanding.

7.2 The Buyer, however, may dispose of such goods owned by us in the ordinary course of his business for working, working up or further delivery only.

7.3 In the event Buyer fails to timely pay the amount due for the goods delivered, Stupharma shall have the right to repossess the goods at any time, without being obliged to grant Buyer any additional time for fulfilling his obligations and without prejudice to any other rights it may have in connection with Buyer's failure to pay.

#### **Article 8 - Claims, complaints and liability**

8.1 Complaints about quantities, quality and defects which could have been discovered during normal careful inspection shall be made known to us in writing, within eight days after delivery.

8.2 Complaints about quality or defects which could nor have been discovered during normal careful inspection shall be made known to us, in writing, within eight days after discovery.

Any right to claim shall lapse if:

- claims have not been made in writing and within the requisite periods;
- we have not been given the opportunity to examine the complaint in situ;
- the goods continue to be used;
- delivery took place more than 3 months before the complaint.

8.3 Return consignments will only be accepted by us after prior approval in writing. Complaints shall never entitle the buyer to postpone payment of any undisputed part of monies due to us to set off or deduct any charges, claims or expenses.

8.4 We shall not be liable for any costs, damages or interest (including consequential damages) whether directly or indirectly incurred due to any advice or recommendation given by us or due to operations it has undertaken, to non-delivery or to application or use of the goods. We shall only be liable for defects in material and manufacture. If we find that complaints about such defects are justified, we will, at our option:

- repair the defects; or
- deliver replacement goods against return of the defective goods; or
- annul the agreement summarily and without judicial intervention and return the purchase money against return of the defective goods. We shall not be liable for costs, damages and interest (including consequential damages) incurred or to be incurred by repair, removal or the replacement of the goods as a direct or indirect result of the defects. The Buyer shall hold us harmless against all claims of third parties resulting from the defects.

Notwithstanding the foregoing, our liability as a result of a breach of contract shall never exceed the net sales price of the goods concerning, except in case the limitation of our liability is forbidden by the law applicable to the contract.

#### **Article 9**

Goods shall only be resold or offered for resale in their original packaging and labelling, by qualified personnel, and in premises suitable for their storage, display and resale.

#### **Confidentiality / Law**

#### **Article 10 - Confidentiality**

Buyer shall not without our prior consent divulge to any third party any confidential information of business secret marked as such and concerning the Seller or the goods supplied.

#### **Article 11 - Applicable law; competent courts**

11.1 All contracts of sale as well as these General Conditions shall be governed by the Uniform Law on the Formation of Contract for the International Sale of Goods and by the Uniform Law on the International Sale of Goods, both forming annexes to conventions concluded at the Hague on July 1st, 1964. Whenever a certain problem is not covered by one of these laws, Dutch law shall apply.

11.2 All disputes arising in connection with the aforesaid agreements (including legal measures to obtain a temporary injunction) shall be exclusively settled at the option of the plaintiff by the court competent in Amsterdam or by the court competent in the district where the registered office of the defendant is.

11.3 All contracts of sale as well as these General Conditions of Sale shall be governed by the United Nations Convention on contracts for the International Sale of Goods.