

GENERAL CONDITIONS OF SALE

Article 1 (Applicability; offer and acceptance)

1. All offers are made with these general conditions of delivery and payment - hereinafter referred to as the "General Conditions" - being declared applicable to the offer and its acceptance as well as to the agreement of purchase and sale thus coming into existence.
2. All offers shall be without engagement, unless otherwise stated in the offer.
3. The agreement comes into existence after the Seller has confirmed the Buyer's acceptance of the offer in writing.
4. The acceptance of the offer must show that the Buyer agrees to these General Conditions being declared applicable and that the Buyer waives applicability of his own purchasing conditions, where applicable.
5. If the acceptance contains any reservations or modifications with respect to the offer, then contrary to the provision of the preceding paragraph the agreement shall not come into existence until the Seller has sent the Buyer notice of his agreement to such deviations from the offer.
6. The powers of the Seller's representatives do not exceed beyond what is usual. They have no power to deviate from these General Conditions except on the strength of an express power of attorney that shall be granted in writing for each individual agreement separately.
7. The purchase price comprises the price for the goods, the packaging costs and besides all that which is described in the offer.

Article 2 (Modifications)

1. Modifications of the purchase agreement and deviations from these General Conditions shall only have effect if they have been agreed in writing between Buyer and Seller. Oral agreements shall not be binding unless they have been confirmed in writing by the Seller.
2. If modifications result in increased or decreased costs, any adjustment of the purchase price arising thereof shall be agreed between the parties in writing.
3. In the absence of agreement on the adjustment of the purchase price a dispute shall exist between the parties, to which Article 11 of these General Conditions applies.

Article 3 (Quality and description)

1. The Seller undertakes to supply the Buyer with goods of such description and quality and in such quantity as is set forth in the offer (as subsequently modified, if applicable).
2. The Seller undertakes to supply the Buyer with goods which:
 - a. conform to any samples made available or supplied by the Seller, within the limits of the specifications and except for differences between the lot number of the sample and the lot number(s) of the goods delivered;
 - b. have the properties described in the offer.

Article 4 (Term of delivery)

1. Terms of delivery or delivery dates stated in offers, confirmations of acceptance and agreements will be stated in good faith but may not be considered to be binding.
2. The Seller will deliver the goods on the delivery date or immediately after the expiry of the term of delivery. Any agreed term of delivery commences to run on the date on which the Seller confirmed the acceptance of the offer.
3. Late delivery due to force majeure or to any other cause whatsoever shall never entitle the Buyer to damages, cancellation of the agreement or non-fulfilment of any obligation arising for the Buyer from this agreement or from any other agreement connected herewith.

Article 5 (Packaging and shipment)

1. The Seller undertakes to pack the goods adequately and to secure them in such a way that under normal transport conditions they will reach their destination in good condition. The Seller shall see to the usual transport insurance, unless otherwise agreed.
2. The goods will be delivered by the Seller at, or will be despatched for delivery to the agreed place or places of delivery in the manner set forth in the offer or as subsequently agreed.

Article 6 (Force majeure)

1. The term of delivery referred to in Article 4 shall be extended by any period during which the Seller is prevented from fulfilling his obligations due to force majeure.
2. Force majeure shall be understood to mean all circumstances which reasonably must be deemed to prevent the timely delivery of the goods bought. A situation of force majeure shall exist in particular, but not exclusively, if after the sales agreement has come into being the Seller is prevented from fulfilling, or from doing preliminary work for the fulfilment of, his obligations hereunder due to war, threat of war, civil war, riots, war risk, fire, water damage, floods, strikes, sit-down strikes, lock-outs, import and export barriers, government measures, machinery defects, power failures, all the above both in the Seller's business and with third parties from which the Seller is to procure all or part of the necessary materials or raw materials, as well as during storage or transport whether managed by the Seller or by third parties, and furthermore due to any necessary materials and raw materials not being fit for use or for processing or not being delivered in time and finally due to any and all other causes which have arisen without the Seller being at fault or bearing the risk therefore.
3. If a delivery is delayed for more than three months due to force majeure, both the Seller and the Buyer may consider the agreement as terminated. In such case the Seller shall be entitled only to payment of the costs incurred by him.
4. If a situation of force majeure arises while the agreement has already been partially performed and if as a result of force majeure the remaining deliveries are delayed by more than three months, then the Buyer may either keep the goods already delivered and pay the purchase price due, or consider the agreement as terminated also in respect of the part that has already been performed subject to the obligation to return the goods already delivered to him to the Seller at the Buyer's account and risk if the Buyer can prove that the part of the goods already delivered cannot be used effectively as a result of the remaining goods not having been delivered.

Article 7 (*Transfer of title and risk; retention of title*)

1. Unless otherwise agreed the title to and the risk of the goods will pass to the Buyer at the time of their delivery. Delivery shall be deemed to take place ex Seller's warehouse, so that the goods shall be at the Buyer's risk from the time when they have left the warehouse.
2. The Seller shall retain title to the goods as long as the Buyer has not either paid the full purchase price plus additional costs, if any, or given security for such payment. In the latter case title to the goods shall not pass to the Buyer until he has fulfilled all his obligations towards the Seller.
3. If the Seller has reasonable doubts about the Buyer's capacity to pay, the Seller may suspend delivery of the goods until the Buyer has given security for the payment to be made. The Buyer shall be liable for any damage suffered and/or to be suffered by the Seller as a result of such delayed delivery.

Article 8 (*Complaints; replacement; exoneration*)

1. The Seller shall not be bound to consider any complaints reaching the Seller more than four weeks after the Buyer received the goods, unless the complaint relates to a hidden defect and provided that such complaint is lodged within fourteen days after discovery of the defect.
2. A Buyer of pharmaceutical ingredients shall analyse such ingredients, prior to processing them, within four weeks after receiving the same. The Buyer shall lodge any complaints for which the analysis may give cause within fourteen days of performing the analysis. In the absence of such analysis the Buyer forfeits the right of complaint referred to in the preceding paragraph.
3. The Seller shall replace the goods if they do not conform to the specification(s) set forth in the offer.
4. Except as provided in the preceding paragraphs the Seller is never liable for any direct or indirect damage caused to, with or by the goods, howsoever such damage is designated and whatsoever the circumstances causing it.

Article 9 (*Price and payment*)

1. The Buyer shall pay the price within the agreed term of payment. Bank charges for foreign payment orders shall be for the account of the party by whose order the payment is made. All payments shall be made in full, unless payment by instalments has been agreed.
2. The Buyer is not authorised to deduct any amounts from the purchase price on account of any counterclaims alleged by the Buyer. The Buyer is not entitled to refuse payment on the grounds that the Seller has not or not yet or not fully fulfilled his obligation to make replacements as referred to in Article 8(3).
3. If the Buyer fails in the fulfilment or the timely fulfilment of any obligation to pay or any other obligation arising for him from the agreement, the Seller may suspend the fulfilment of his obligations.
4. If the Buyer fails to comply with a notice of default within a period of fourteen days, then after the expiry of said period the Buyer shall be in default and the Seller shall be entitled to charge the Buyer compound interest on the entire amount due at the rate of one per cent per month as of the due date, without prejudice to the Seller's right to cancel the agreement by written notice and without prejudice to the Seller's right to compensation for the damage suffered and/or to be suffered as a result of the Buyer's default.
5. If in the case of default on the part of the Buyer the Seller proceeds to take extrajudicial measures, the costs entailed thereby shall fall on the Buyer. Said costs shall amount to ten per cent of the invoice amount, with a minimum of one hundred (100) Euro.
6. Any failure to fulfil any of the obligations agreed in respect of payments or any failure to do so in time or in full shall release the Seller from his obligations, including the obligations referred to in Article 8(3).

Article 10 (*Cancellation*)

1. Without prejudice to the provisions of Article 9 the agreement of sale shall be cancelled without judicial intervention subsequent to a written statement to such effect at the time when a petition for the bankruptcy or temporary suspension of payment of the Buyer is filed, as a result of attachment or in the event of the Buyer otherwise losing the power of disposal of his property or part of his property.
2. Cancellation shall have the result that all existing debts due between the parties become immediately due and payable. The Buyer is liable for any and all damage suffered and/or to be suffered by the Seller as a result of the cancellation.

Article 11 (*Applicable law; choice of forum*)

The agreement of sale or any subsequent agreements implementing the same are governed by Netherlands law. All disputes arising from or in connection with the performance of this agreement shall be submitted exclusively to the competent courts of The Hague.

Article 12 (*Final provision*)

These General Conditions are drawn up in both the Dutch and the English language. In case of disputes about the contents or purport of the General Conditions the Dutch text shall be binding.