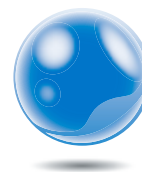




# Conditions of Sale

Eurocept B.V.



**eurocept**  
pharmaceuticals



# GENERAL SALES, DELIVERY AND PAYMENT TERMS AND CONDITIONS OF EUROCEPT B.V.

## 1. GENERAL

In these General Terms and Conditions, the following terms shall have the meaning indicated after them:

“General Terms and conditions”: these General Sales, Delivery and Payment Terms and Conditions of Eurocept B.V.;

“Eurocept”: Eurocept B.V., a private company with limited liability with its registered office in Ankeveen;

“the Other Party”: all potential or actual customers of goods, equipment and/or instruments;

“Goods”: all goods or products manufactured and/or marketed by Eurocept which are not equipment and/or instruments.

## 2. APPLICABILITY

- 2.1 These General Terms and conditions shall apply in full to all legal relationships in which Eurocept acts as a seller and or supplier of goods, equipment and/or instruments.
- 2.2 The Other Party shall be assumed to have consented to these General Terms, by the mere fact of ordering and/or accepting delivery of goods.
- 2.3 Eurocept expressly rejects the applicability of the general terms and conditions utilized by the Other Party.
- 2.4 These General Terms and Conditions may only be deviated from by written agreement.
- 2.5 If one or more of the provisions of the General Terms and Conditions turn out to be invalid, the other provisions shall continue to apply in full.

## 3. PRICES AND QUOTES

- 3.1 All price and other quotes by Eurocept shall be entirely without obligation.
- 3.2 Eurocept is entitled to withdraw its offer in writing within 48 hours after acceptance by the Other Party.
- 3.3 All prices are exclusive of VAT.
- 3.4 In the event of interim changes in its sales price, Eurocept reserves the right to charge the price applicable on the date of shipment according to Eurocept’s price list, even if a price has already been agreed on. In such a case, the Other Party shall be entitled to rescind the agreement in writing. Eurocept shall also be entitled to pass on immediately to the Other Party the effects of government measures, including court decisions, regarding delivery of the goods, equipment and/or instruments, or the price or payment for this.
- 3.5 All samples and models shall only be furnished as indications.
- 3.6 Offers from stock shall always be subject to sale in the meantime, that is, whilst stocks last.

## 4. FORMATION OF AGREEMENTS

An agreement shall be formed between Eurocept and the Other Party after written confirmation of the Other Party’s order by Eurocept. Without written confirmation, an agreement shall be formed after Eurocept has begun executing the Other Party’s order.



## 5. DELIVERY AND DELIVERY PERIODS

- 5.1 Agreed delivery periods shall only be considered indications and not strict deadlines.
- 5.2 Eurocept shall be entitled to make partial deliveries. If there is a partial delivery, the Other Party must pay the invoice relating to this as if it concerned a separate transaction.
- 5.3 Delivery periods shall commence as from the time Eurocept possesses all information requested by it from the Other Party.
- 5.4 In case of deliveries to the Other Party with a value of less than € 125,- per shipment, Eurocept charges per such delivery an amount of € 25,- in order to offset administration and PO costs.
- 5.5 Eurocept reserves the right to demand pre-payment, cash on delivery or security from the Other Party at any time for deliveries, and to suspend or refuse delivery if the pre-payment and/or cash on delivery is not provided and/or if the desired security is not furnished to Eurocept's satisfaction.
- 5.6 For deliveries inside the Benelux, the risk of the delivered goods, equipment and/or instruments is for the Other Party at the time of arrival on the pre-determined place, preceding the offloading of all goods, equipment and/or instruments.
- 5.7 For all shipments performed by Eurocept outside the Benelux, 'Delivered At Place' basis will be charged to the Other Party.

## 6. RESALE/DELIVERY

- 6.1 The Other Party must at all times have the required pharmaceutical permits/licenses in place to receive all goods, equipment and/or instruments.
- 6.2 If the Other Party is a wholesaler, it must only sell goods, equipment and/or instruments in the original packaging, without any changes or damage to this.
- 6.3 The Other Party, not being a wholesaler, shall never use the goods, equipment and/or instruments as a gift and never offer or deliver these with other goods, equipment and/or instruments for a total price.
- 6.4 Eurocept shall be entitled at all times to take back at its expense, for whatever reason, goods, equipment and/or instruments delivered. The goods, equipment and/or instruments will be refunded. The Other Party undertakes to fully cooperate in this regard and to follow all of Eurocept's instructions in this regard.
- 6.5 The Other Party must- if necessary- be able to demonstrate to Eurocept at all times to whom it has resold and delivered which goods, equipment and/or instruments. The Other Party must immediately report to Eurocept all information received by it concerning use of the goods, equipment and/or instruments by the end user.

## 7. PAYMENT

- 7.1 Payment for all goods, equipment and/or instruments delivered must be made within 30 days of the invoice date. Payment must be made in the agreed currency, without a set-off, discount or any other legal act which could limit or nullify the Other Party's payment obligation.
- 7.2 If payment has not been made within 30 days in accordance with Article 7.1, the Other Party shall be in default by operation of law without a notice of default being required, and, without prejudice to Eurocept's other rights, it shall owe interest on the invoice amount equal to 1% per month (or portion thereof) or, insofar as higher, the statutory interest.
- 7.3 The Other Party shall not be entitled to suspend payment, unless in accordance with Article 9, a reclaim has been submitted.



- 7.4 In the event of collection of an invoice, Eurocept shall be entitled to charge extrajudicial collection costs in accordance with the Recommended Collection Rate of the Netherlands Bank Association, with a Euro 250,--, minimum and without prejudice to Eurocept's right to seek compensation for all legal and other costs.
- 7.5 Regardless of any instructions otherwise by the Other Party, each payment by the Other Party shall be applied first to pay the legal and other costs owed and then subtracted from the interest owed, and, next, from the claim outstanding the longest.
- 7.6 Eurocept shall be entitled at all times to set off all payment discounts incorrectly deducted and all outstanding amounts which have become due against payments to be made by Eurocept to the Other Party on whatever account.

## **8. RETENTION OF TITLE**

- 8.1 Eurocept shall retain the title to goods, equipment and/or instruments delivered or to be delivered by it until the Other Party has paid everything it owes Eurocept on account of goods, equipment and/or instruments delivered or to be delivered, or work performed or to be performed in that connection, as well as claims by Eurocept based on breaches by the other Party.
- 8.2 Eurocept shall always be entitled to itself retrieve the goods, equipment and/or instruments belonging to it from the site they are located without a further notice of default or court intervention. The Other Party shall grant Eurocept an irrevocable power of attorney to enter the spaces used for these at or for the Other Party. All costs related to retrieving the goods, equipment and/or instruments shall be paid by the Other Party.
- 8.3 If Eurocept is entitled to any goods, equipment and/or instruments under Article 8.1, the other Party may only dispose of these as part of its normal business operations, on the understanding that the Other Party shall not be entitled to create pledges or any other security interest on/in those goods, equipment and/or instruments.
- 8.4 The Other Party must inform Eurocept immediately if third parties assert rights regarding the goods, equipment and/or instruments owned by Eurocept pursuant to this Article 8, and Must inform the third parties concerned of those ownership rights.

## **9. COMPLAINTS**

- 9.1 The Other Party must examine immediately after delivery whether the goods, equipment and/or instruments conform to the agreement. A complaint must be submitted in writing immediately after discovery, on the understanding that, if an externally visible defect is involved, the complaint must be submitted no later than five (5) days after the delivery date.
- 9.2 The complaint by the Other Party to Eurocept referred to in Article 9.1 must include at least the following information:
  - a. the Other Party's full name and place of business;
  - b. a brief description of the complaint;
  - c. a description of the good concerned and quantity;
  - d. should Eurocept deem necessary under specific circumstances, Eurocept can demand an inspection report through a remunerated and impartial expert.
- 9.3 If a complaint is deemed well-founded, Eurocept must, at its option, deliver the missing Item, equipment and/or instruments concerned, or reduce the purchase price proportionate to the defect.
- 9.4 Claims and defenses regarding goods, equipment and/or instruments will expire twelve (12) months after the delivery date.
- 9.5 The Other Party must strictly comply with the statutory and other regulations regarding the manner of storing and handling the goods, equipment and/or instruments delivered and packaging.



- 9.6 Eurocept will under no circumstances accept guarantee claims after the expiry date of goods, equipment and/or instruments.

## 10. RETURNS

Goods, equipment and/or instruments can only be returned if Eurocept has agreed beforehand to a return in writing. Per return shipment Eurocept charges to the counterpart € 50,- in order to offset administration and handling costs. Unless:

- An error has been made by Eurocept during the processing and / or delivery of the order and as a consequence of this the Other Party has rightly complained.
- Goods are recalled (withdrawn from the market by the manufacturer or importer).
- A compensation scheme for (almost) expired articles, which applies to Eurocept and the Other Party.
- Otherwise written statement for acceptance of return that has been confirmed by Eurocept.

The following conditions are applicable:

- The risk of the shipment is the responsibility of the Other Party
- Within 5 working days after receipt of the delivered goods the application for return must be reported and accompanied by a statement of order date and packing slip number. If the request for return has been accepted by Eurocept, the Other Party will receive the "Return purchase order" form by e-mail. Without the "Return purchase order" form, the return shipment will not be processed.
- Goods, equipment and/or instruments were delivered directly by Eurocept, order date and packing slip number are available
- Goods, equipment and/or instruments are not damaged and are in the original packaging, they have not left the facilities of the Other Party and have been continuously stored under the appropriate conditions and under control of the Other Party's responsible person (by means of a signed statement)
- Goods, equipment and/or instruments are standard issue and not specifically ordered for the Other Party
- An appointment is made by Eurocept to pick up the returned goods
- It is the responsibility of the Other Party that the return goods are available in proper packaging. The signed return form should be present in the box.

The Other Party is not allowed to return goods that:

- Fall under the general controlled drugs (narcotics and psychotropics) license
- Are open or disassembled.

The above conditions are cumulative.

## 11. LIABILITY

11.1 Eurocept shall never be obliged to pay compensation except for property damage and/or personal injury.

11.2 Eurocept shall not be liable for direct or indirect consequential damage.

11.3 Eurocept shall not in any event be liable as:

- a. behaviors of its management and others who on behalf of Eurocept are involved-except in case of sheer negligence;
- b. unsuitability of means being used by Eurocept in its efforts to the Other Party;
- c. strikes, lock-outs, illness, export, import and or transport prohibitions, transport problems, non-fulfillment of obligations by suppliers, disruptions in production, fire or other events resulting in damage in factories or warehouses, sit-down strikes, and restrictive international or national measures of whatever nature by governments.
- d. If Eurocept is liable under the aforementioned provisions or, if despite the liability exclusions contained in these, Eurocept is nevertheless liable for any damage pursuant to a court decision or in some other manner, Eurocept's liability for damage shall be limited to at most the amount for which Eurocept is insured and receives a payment in this regard under that insurance.



## 12. INTELLECTUAL PROPERTY

- 12.1 Eurocept does not warrant that the goods shall not infringe any third-party intellectual property rights. The Other Party may only exercise Eurocept's intellectual property rights regarding the goods with Eurocept's permission and shall follow all of Eurocept's instructions in this respect.
- 12.2 The Other Party shall inform Eurocept immediately of any infringement by a third party of Eurocept's intellectual property rights and of an alleged infringement of third-party rights by the goods.

## 13. RESCISSION

If proper performance by Eurocept is impossible in whole or part as a result of one or more circumstances for which Eurocept does not bear the risk, including the circumstances stated in Article 11.3, Eurocept shall be entitled to rescind the agreement, without Eurocept being required to compensate the Other Party's damage, or vice versa.

## 14. DISPUTES

- 14.1 Dutch law shall apply to all legal relationships between Eurocept and the Other Party.
- 14.2 Disputes between Eurocept and the Other Party shall in the first instance be exclusively settled by the Arrondissements Court of Law in Amsterdam, except if Eurocept, as the claimant or petitioning party, opts for the competent court in the jurisdiction where the Other Party's domicile or place of business is.

## 15. FILING

These General Terms and Conditions have been filed with the Gooi- Eem- en Flevoland Chamber of Commerce. A copy of these General Terms and Conditions may be obtained from Eurocept upon request at no cost.