

GENERAL CONDITIONS OF SALE AND DELIVERY of Rockmed Pharma BV

Moorland 3F, 5688 GA, PO Box 121, 5688 ZJ Oirschot, the Netherlands

Article 1 Applicability

1. In these General Conditions of Sale and Delivery, the following definitions apply:
 - "Rockmed Pharma": Rockmed Pharma BV or a company affiliated with it.
 - "Product" or "Products": Products offered or delivered by Rockmed Pharma in the broadest sense of the word
 - "Customer": every legal or natural person who has concluded one or more purchase contracts with Rockmed Pharma for the delivery of Products or on whose behalf such a contract has been concluded, and on whose instructions and for whose account services are performed.
2. These conditions apply to all offers and/or agreement concluded by Rockmed Pharma made to or concluded with a Customer as well as their performance.
3. These conditions apply to the exclusion of any general terms and conditions applied by the (potential) Customer.
4. The Customer can only invoke stipulations that deviate from these conditions if and to the extent they have been accepted by Rockmed Pharma in writing. In the event Rockmed Pharma has agreed in writing to the applicability of deviating conditions, these conditions will otherwise remain in force even if this is not expressly provided for.
5. If the competent court considers that any provision of these General Terms and Conditions does not apply or is contrary to public order or the law, only the relevant provision will be considered to be invalid, but the other General Terms and Conditions will otherwise continue to apply in full.

Article 2 Offers, orders and agreements

1. All Rockmed Pharma offers are without obligation. Orders and acceptance of offers by the Customer are irrevocable.
2. Rockmed Pharma will not be bound until a competent person has confirmed the order in writing on behalf of Rockmed Pharma.
3. Inaccuracies in the Rockmed Pharma order confirmation must be notified to Rockmed Pharma in writing within 3 days after the date of the order confirmation, failing which the order confirmation will be deemed to represent the agreement accurately and fully and the Customer will be bound by it.
4. These general conditions apply in full to any amendments to the agreement.

Article 3 1 Conformity

1. All statements made by Rockmed Pharma concerning quantities, colours, quality, performance and/or indications with respect to its Products are made with the greatest possible care. Rockmed Pharma cannot guarantee, however, that no deviations will occur in this connection. The Customer is obliged to check compliance with the quantities stated by and/or agreed with Rockmed Pharma and/or other indications upon receipt of the Products. Statements made by Rockmed Pharma concerning quantities, colours, quality, performance etc. apply by approximation only and are without obligation.
2. Images, descriptions, catalogues, advertising material, information and offers shown on the website do not bind Rockmed Pharma.
3. The Customer is required to ascertain that the Products ordered and/or to be ordered and related documentation, packaging, labelling and other information, comply with all relevant government regulations that apply in the country of destination. The use of the Products and their conformity with government regulations is for the Customer's account.

Article 4 Intellectual property

1. All intellectual and industrial property rights concerning the Products and their names and with respect to everything that is developed, created or provided by Rockmed Pharma, including packaging, manuals, advertising material and images, vest in Rockmed Pharma.
2. The Customer is not allowed to use the trade names, brands, logos and other Rockmed Pharma indications, unless the Customer has obtained Rockmed Pharma's express written approval. In the latter case the Customer will comply with the Rockmed Pharma guidelines and instructions concerning the use of the brands, logos and other Rockmed Pharma indications.
3. The Customer is not allowed to remove any indication concerning patents, copyrights, brands, trade names or other intellectual or industrial property rights from the Products or to change them.

Article 5 Prizes

1. The prices stated by or agreed with Rockmed Pharma are inclusive of packaging costs, but exclusive of VAT, import and export duties, excise duties and other taxes and levies imposed with respect to the Products.
2. Rockmed Pharma has the right to impose a surcharge for administrative costs for orders beneath a size determined by Rockmed Pharma in accordance with the regulation that applied at Rockmed Pharma at the time of the conclusion of the agreement
3. If cost price determining factors change after the offer and/or the conclusion of an agreement Rockmed Pharma will have the right to adjust the prices accordingly.

Article 6 Delivery period and delivery

1. The agreed delivery times are determined by approximation and do not apply as strict deadlines. Exceeding delivery times does oblige Rockmed Pharma to pay compensation and does not give the Customer the right not to comply with the obligations that arise from the agreement or to suspend compliance with those obligations. However, the Customer does have the right to dissolve the agreement if and to the extent Rockmed Pharma has not performed the agreement as yet within a reasonable term. Rockmed Pharma does not owe compensation in such cases.
2. An agreed delivery period does not commence until all necessary data are in Rockmed Pharma's possession and the (partial) payment, if and to the extent an advance payment must be made in connection with the order, has been performed.
3. The delivery period is based on the working conditions that apply at the time of the conclusion of the agreement and on the materials needed by Rockmed Pharma for compliance with the agreement. If necessary, the delivery period is extended if a delay arises as a result of a change in working conditions and/or the materials needed by Rockmed Pharma are not delivered on time.

4. Unless otherwise agreed, deliveries are made ex works or warehouse. Goods are always transported for the risk of the Customer, unless delivery carriage paid, including insurance, has been agreed.
5. Rockmed Pharma determines the manner in which the Products are packaged.
6. If a Product that has been ordered is not or no longer available or, at any rate, not within a reasonable term, Rockmed Pharma will deliver a Product that is equivalent to the Product that was ordered if such is possible within reason.
7. If the Customer does not take receipt of the Products or fails to pick them up or have them picked up, these will be stored for the account and risk of the Customer for as long as Rockmed Pharma considers desirable. In this case and in the event of any other (attributable) failure on the part of the Customer, Rockmed Pharma will have the right at all times to claim compliance with the agreement or to dissolve the agreement (extra judicially), such with prejudice to its rights to compensation of the damage sustained and the profit lost, including the costs of storage.
8. Rockmed Pharma has the right to perform the agreement in parts and claim payment of the part of the agreement that has been performed.

Article 7 Force majeure

1. If Rockmed Pharma is unable to comply with the agreement as a result of force majeure, it will have the right to suspend performance of the agreement. In such cases, the Customer is not entitled to compensation of damage, costs or interest.
2. Force majeure includes any circumstance that does not depend on free will - also if it was foreseeable at the time the agreement was concluded - that prevents performance of the agreement on a permanent or temporary manner, such as but not limited to: war, the threat of war, strikes, fires, accidents or illness on the part of personnel, business interruptions, transport stagnation, disruptive statutory provisions, import and export restrictions, Production or transport problems not anticipated by Rockmed Pharma and any other circumstance that does not depend exclusively on Rockmed Pharma's will, such non-delivery or late delivery of goods or services by third parties that have been engaged by Rockmed Pharma.
3. In the event of force majeure, Rockmed Pharma will have the right to dissolve the agreement in writing as regards the part that cannot be performed. In such cases Rockmed Pharma will not be obliged to pay any compensation.
4. In the event Rockmed Pharma has received clear indications concerning the reduced creditworthiness of the Customer before or during the performance of an agreement, Rockmed Pharma will have the right to suspend further performance of the agreement and the Customer will be required to provide payment security to Rockmed Pharma that is satisfactory to it.
5. If the Customer fails to comply with its obligations, such as but not limited as a result of a bankruptcy or suspension of payment, Rockmed Pharma will have the right to dissolve the agreement with immediate effect and without judicial intervention without prejudice to Rockmed Pharma's rights to compensation.
6. If Rockmed Pharma has already complied with part of its obligations when the situation of force majeure arises, or is only able to comply with part of its obligations, it will have the right to separately invoice that part that has already been delivered or that part that is deliverable and the Customer will be obliged to settle this invoice as if it were a separate agreement.

Article 8 Defects and complaints

1. Rockmed Pharma guarantees the soundness of the Products it has delivered in accordance with what may be reasonably be expected by the Customer pursuant to the agreement. If there are nevertheless defects in the Products delivered by Rockmed Pharma as a result of manufacturing, material and/or packaging errors, Rockmed Pharma will replace all or part of the relevant Products or apply a reasonable price reduction, such to be decided and assessed exclusively by Rockmed Pharma. This guarantee applies for a period of at most 12 month or so much shorter as is evident from the expiration date stated on the Product.
2. The guarantee does not cover in any event defects that occur in or (partly) result from:
 - failure on the part of (personnel of) the Customer to comply with instructions or regulations;
 - use other than normal anticipated use;
 - inexpert storage or use by the Customer;
 - mixing Products or the use of Products in a condition other than the original;
 - the application of any government regulation concerning the nature or quality materials used.
3. The Customer is obliged to carefully inspect the delivered Products immediately after they have received subject to forfeiture of any right of complaint and/or replacement.
4. Any complaint concerning the quantity of delivered Products must be noted on the receipt, failing which the receipt will constitute conclusive evidence against the Customer of the fact that the correct quantity of Products were received and that these Products were in good condition.
5. The Customer is obliged to submit complaints to Rockmed Pharma within 8 days after a defect occurs following delivery. Any claim against Rockmed Pharma lapses in a complaint is not submitted in a timely manner.
6. If the Customer submits a complaint, it will be obliged to enable Rockmed Pharma to inspect the Products or have them inspected in order to determine the defect. The Customer is obliged to keep the Products complained about available for Rockmed Pharma subject to forfeiture of any right of complaint and/or replacement.
7. Return shipments to Rockmed Pharma of all Products sold is only allowed after Rockmed Pharma has granted its express written approval and if the Products are clearly recognisable as being a return shipment and the Products and packaging are still in their original condition.
8. It is not possible to send Products back whose expiration date has expired.
9. The Products remain for the account and risk of the Customer at all times (also in case of return shipments).
10. The Customer has to arrange for the transport of the return shipment and pay for the related costs. Any special Rockmed Pharma shipping and/or other instructions concerning the return shipments must be complied with at all times.
11. Any defects concerning part of the delivered Products do not give the Customer the right to reject or refuse the entire shipment of delivered Products.

12. The Customer is obliged to notify Rockmed Pharma in writing of any inaccuracies in the Rockmed Pharma invoices within 5 days after the invoice date failing which the Customer will be deemed to have approved the invoice.
13. Complaints do not suspend the Customer's payment obligations.
14. Following the identification of a defect in a Product, the Customer will be obliged to do everything that prevents or limits damage, expressly including possible cessation of use or trade.

Article 9 Retention of title

1. Rockmed Pharma retains title to the Products delivered and to be delivered until all of its claims on any basis whatsoever related to all Products delivered and to be delivered have been paid by the Customer, including claims in connection with a failure to comply with one or more agreements, on the understanding that the Customer is liable and bears the risk concerning the Products delivered from the moment it is made available to the Customer.
2. In the event delivery takes place on account, Rockmed Pharma retains title to the Products delivered or to be delivered until settlement of any balance at the expense of the Customer.
3. If the Customer fails to comply with its obligations, Rockmed Pharma will have the right to retrieve or have retrieved the Products that are its property from the place where they are located at the expense of the Customer.
4. In the event goods are claimed back on the basis of the retention of title, the Customer will also owe Rockmed Pharma, in addition to the outstanding claims, a fee for the use or stocking these goods, which amounts on an annual basis to 15% of the new value of the delivered Products.
5. The Customer does not have the right to pledge or transfer ownership of Products that have not yet been paid other than within the context of its normal business operations.
6. The Customer is obliged to store the Products that were delivered subject to retention of title with the necessary care and identifiably as the property of Rockmed Pharma.
7. The Customer does not have a right of retention towards Rockmed Pharma concerning the Products that have been delivered.

Article 10 Payment

1. Unless otherwise agreed, payment of Rockmed Pharma's invoices must take place within 30 days after the invoice date.
2. Rockmed Pharma has the right at all times to claim full or partial payment in advance and/or obtain security for payment in a different manner.
3. If payment is not received in a timely manner, the Customer will owe interest equal to statutory commercial interest, calculated from the due date until the day of payment in full, without requiring further notice of appeal. Payment has not taken place until the moment the amount that has been paid has become available to Rockmed Pharma.
4. All costs related to collection are for the account of the Customer. The extrajudicial costs amount to at least 15% of the amount to be collected subject to a minimum of EUR 40.
5. The Customer waives all rights to set off amounts that are owed by the parties to each other. Rockmed Pharma has the right at all times to set off all of its claims against the Customer against the current or future claims, payable or otherwise, of the Customer and/or the companies affiliated with the Customer, against Rockmed Pharma.
6. The entire invoice amount is immediately due and payable in full in the event an agreed instalment is not paid promptly on the due date, and in the event the Customer is declared bankrupt, applies for a (provisional) suspension of payment, the Debt Rescheduling (Natural Persons) Act (WSNP) is declared applicable to it and/or any attachment is levied against the property and/or claims of the Customer. If one of the aforementioned situations occurs, the Customer will be obliged to notify Rockmed Pharma thereof without delay.
7. If the fails to make any payment to Rockmed Pharma, Rockmed Pharma will have the right to suspend further performance of the agreement and any other current agreements, or cancel them to the extent they have not yet been performed, without prejudice to Rockmed Pharma's right to claim compensation.
8. Payments made by the Customer are always applied to settle payable costs first, then to settle interest due and then to settle the oldest due and payable invoices, even if the Customer specifies that the payment is related to a later invoice.

Article 11 Cancellation

1. The Customer is not allowed to cancel an order that was issued. In the event the Customer nevertheless cancels an order in whole or in part, it will be obliged to compensate to Rockmed Pharma all reasonable costs incurred in connection with the performance of this order, Rockmed Pharma's activities and the profit lost by Rockmed Pharma, to be increased by VAT.

Article 12 Advice

1. All advice issued by Rockmed Pharma and announcements and statements made by Rockmed Pharma concerning inter alia the characteristics of Products to be delivered by Rockmed Pharma are entirely without obligation and are provided by Rockmed Pharma by way of non-binding information. Rockmed Pharma does not issue any guarantee in this connection.
2. Rockmed Pharma is not liable for any direct or indirect damage of any kind and on any basis whatsoever, arising from the provision of information and/or advice by Rockmed Pharma. The Customer indemnifies Rockmed Pharma against all related third-party claims, unless there exists an intent or gross fault on the part of Rockmed Pharma.

Article 13 Liability

1. With the exception of the provisions of article 8, the Customer does not have any claim against Rockmed Pharma in connection with defects in or with respect to the Products delivered by Rockmed Pharma. Rockmed Pharma is therefore not liable for direct and/or indirect damage, including personal injury and property damage, immaterial damage, consequential damage (lost income, damage resulting from stagnation and the like) and any other damage, arising from any cause whatsoever, unless there exists intent or gross fault on the part of Rockmed Pharma.
2. Rockmed Pharm is not liable either in the sense referred to above for acts of its employees or other person who come under its responsibility, including (gross) fault or intent on the part of these persons.

3. Damage to Products caused damage to or destruction of packaging is for the account and risk of the Customer.
4. Rockmed Pharm is not liable for damage that is the result of:
 - failure to comply correctly and/or fully with instructions issued by it or stated expressly on the packaging of Products and/or the user manuals.
 - repacking or newly packaging the Products;
 - using or selling the Products on in a condition other than the original condition.
5. In all cases in which Rockmed Pharm is obliged to pay compensation, said compensation will never exceed the invoice value (exclusive of VAT) of the goods delivered in connection with which damage was caused, subject to a maximum of EUR 454,000 per incident. Moreover, if the damage is covered by Rockmed Pharm's professional liability insurance, the compensation will never exceed the amount that is actually paid in the relevant case by the insurer.
6. In the event Rockmed Pharm exercises a right to suspend or dissolve on the basis of facts and/or circumstances that are known to it at that time, while it is irrevocably established later that the exercise of this right occurred incorrectly, Rockmed Pharm will not be liable and not obliged to pay any form of compensation, unless there exists intent or gross fault on the part of Rockmed Pharm.
7. Any claim against Rockmed Pharm lapses as a result of the mere expiry of 12 months after the claim arises, unless the claim has been acknowledged by Rockmed Pharm.
8. The Customer indemnifies Rockmed Pharm, its employees and the auxiliary persons engaged by it for the performance of the agreement, against any third-party claims, including claims based on product liability, in connection with Rockmed Pharm's performance of the agreement, irrespective of the cause, as well as the costs that arise therefrom on the part of Rockmed Pharm.

Article 14 Confidentiality

1. Drawings, schedules, models, computer software and data concerning the composition of Products may not be copied other than for personal use without the written approval of Rockmed Pharm while it is not permitted either to allow third parties to inspect them.

Article 15 Testing

1. Testing of the goods to be delivered generally takes place in the factory in accordance with the regular standard procedures given the nature of the goods. Testing of the activities performed will take place at the place where they were performed.
2. The Customer only has the right to demand special testing or testing in a different location if such has been expressly agreed.
3. If the Customer wishes to be present during testing, the Customer will be obliged to notify this in due time in advance.
4. A test report will be drawn up in all relevant cases.
5. If the findings of the test lead to the conclusion that the goods to be delivered function properly or the agreed activities were performed soundly, such will conclude the testing procedure and this will be laid down in the test report.
6. If the findings of the test lead to rejection, Rockmed Pharm must be afforded the opportunity offer the goods or activities testing again within a reasonable term as yet.
7. Additional costs in connection with special testing, testing at a place other than the normal place or delays in testing that are not attributable to Rockmed Pharm are for the account of the Customer.

Article 16 Representation

1. If the Customer acts on behalf of one or more other parties, it will be liable towards Rockmed Pharm as if it were the Customer itself without prejudice to the liability of those other parties.

Article 17 Final provisions

1. Voidness or voidability of any provision of these conditions or the agreement to which these conditions apply does not prejudice the validity of the other provisions. Rockmed Pharm and the Customer are obliged to replace the provisions that are void or declared void by provisions that are valid and that have as much as possible the same purport as the provision that is void or declared void.
2. The place of performance will be deemed to be the place where Rockmed Pharm has its registered office.
3. All agreements concluded by Rockmed Pharm are governed exclusively by Dutch law.
4. The operation of any international convention concerning the purchase of movable corporeal property, whose operation can be excluded between the parties, does not apply and is hereby expressly excluded. More in particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is expressly excluded.
5. All disputes between Rockmed Pharm and the Customer will be settled exclusively by the competent court in the court district of Oost-Brabant, the Netherlands.
6. An English version of these general terms and conditions is also available, which can be consulted at www.rockpharma.nl and that will be sent upon request. The Dutch text will prevail at all times during the interpretation of these general terms and conditions.