

1) APPLICATION OF THE CONTRACT

These terms and conditions apply to sellers engaging with adequapharm GmbH.

All goods to be purchased by the Buyer (adequapharm GmbH) are subject to the following terms and conditions. No variation, amendment or addition is accepted unless expressly agreed in writing.

Delivery by the Seller (Name of supplier) constitutes confirmation of acceptance of these terms and conditions. If requested by the Buyer the Seller shall fill out, sign and stamp the forwarded form "self-audit".

2) WARRANTIES

The Seller warrants that he is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by law to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Seller.

The Seller warrants that he has an efficient supply chain management, and that he in order to ensure the safety and traceability of the supply chain only purchases from qualified and legitimate suppliers.

3) ORDERS

Purchase orders are sent by e-mail or fax. Verbal orders are invalid. The Buyer will not be bound by any order unless it is placed in writing. The Buyer must complete a purchase order, let it be signed by at least one representative member of staff and forward it to the Seller.

The Buyer shall be entitled to cancel any order, which is not accepted by the Seller within 30 days from the date of the order. The Seller shall supply goods strictly in accordance with the Buyer's requirements and the conditions stated on the order; especially with regards to country of origin and EU-number.

The Buyer can refuse any acceptance of goods which are supplied in excess of the Buyer's order. The Buyer can also refuse acceptance of batch size less than 20 or goods, whose expiry date is below a period of 12 months from the date of delivery, unless otherwise agreed in writing before the time of delivery. The Buyer must accept no liability for such goods. They may be returned at the Seller's risk and expense.

4) PRICES

The prices shall be negotiated before each order and changes may only be accepted after prior settlement between Seller and Buyer.

The price stated in the official order is binding for both parties. It shall be exclusive of costs relating to transport, taxes, duties or other payments due to governmental regulations or other third parties. The agreed price shall include all packaging materials and handling, unless otherwise agreed in writing.

5) INVOICING AND PAYMENT

The goods delivered have to be described properly always declaring the exact quantity of each batch number.

Unless otherwise agreed in writing the payment shall be made within 30 days net from the date of delivery. Invoices will only be accepted when indicating the VAT identification number of the Seller.

6) PACKAGING

The Seller shall provide proper (prescribed, where applicable) containers and packaging material for the delivery and correct storage of goods supplied. All materials shall comply with valid regulations at the time of delivery, and all marking and identification of the goods shall be made in accordance with the obligatory recommendations e.g. fragile, cytostatic, cool chain (+2-8°C).

If requested by the Buyer the Seller shall use a uniquely numbered adhesive security tape when packing the goods to be supplied. The Buyer must provide the Seller with this special adhesive tape prior to the shipment.

7) TRANSPORTATION AND DELIVERY

The Seller must permit the Buyer to do temperature control of the goods at all times of the transport. If the collection is being arranged by a logistic company of the Seller's choice, the Buyer shall have the possibility to access protocols of the temperature monitoring. The Buyer can prior to shipment of the goods send one of his own temperature loggers for the Seller to place along with the goods.

The Seller must ensure to hand out all goods agreed upon at the date of the collection, otherwise the Buyer is entitled to damages against Seller for additional collection costs.

Any damage caused to the goods due to lack of suitable protection shall be borne by the Seller.

If requested by the Buyer the Seller shall send, preferably by e-mail, photos of the packaged cartons or euro pallets ready to be dispatched or collected.

8) QUALITY

All products must be delivered in the packages from the original manufacturer and must be of merchantable quality and shall be suitable for Buyer's intended uses and purposes (distribution in the EU) and without any damages e.g. having marks indicating that the packages have been opened or broken packages.

The Seller warrants that the goods are free of any defects, suitable for the purpose upon which they are supplied, and that the goods comply in all respects with all relevant requirements of any statute or valid regulation in the European Union e.g. GDP-guidelines etc. The Seller shall ensure that the goods, particularly but not exclusively cool and cool chain products, continuously have been stored and transported at the necessary controlled temperatures as prescribed by the regulations.

9) DEFECTIVE GOODS

The Buyer is obliged to inspect the delivered goods, when they arrive at his warehouse. Notification of received goods with apparent defects, of excess quantities, of shortage in quantities or with batches not corresponding with the ones specified on the invoice, must be given by the Buyer within 5 working days after arrival of the goods at the Buyer's warehouse. The Buyer also reserves the right to reject any goods supplied, which fail to comply with the required storage and temperature conditions. In case of appearance of hidden defects, the Buyer shall have the right to return the goods, even if already re-boxed or re-labelled, to the Seller at his expense, and the Seller shall within an acceptable time, either supply replacements goods in accordance with the order or return the agreed purchase price. Notification of hidden defects must be given within 7 working days after notice.

10) PRODUCT RECALL

In the event of a recall the Seller must notify the Buyer immediately, so that the impact associated herewith can be minimized.

11) CANCELLATION

In the event of non-delivery of the whole or part of the goods or under-performance within the period stated in the order or, if no period is stated, within 30 days after order date, the Buyer shall have the right to cancel the order or the part then undelivered.

12) FORCE MAJEURE

Either party may totally or partially cancel an order or delay delivery or performance during any period which its performance is prevented or hindered by circumstances beyond its reasonable control including but not limited to requisitions by Government Authority, war, strike, lock-out, plant break-down, unavailability of goods, riots, disease, Act of God, storm, failure of public utilities or common carrier, or the need to comply with legislation or reasonably anticipated legislation has the effect of preventing or hindering the free manufacture, sale, delivery, use or supply of the goods or of materials to be made by the Buyer from or incorporating the goods.

13) CONFIDENTIALITY

Seller and Buyer have mutual obligations to ensure and protect the confidentiality of confidential information including but not limited to material stating prices and conditions and specific agreements made by the two contract parties.

14) APPLICABLE LAW & JURISDICTION

These terms and conditions and the order in general shall be governed in all respects by German Law and all disputes arising from it shall be subject to the jurisdiction of the competent German Courts.

CONFIRMATION OF ACCEPTANCE:

Date

Sign and stamp