

GENERAL TERMS AND CONDITIONS OF DELIVERY

Medcor Pharmaceuticals B.V.

Artemisweg 232
8239 DE Lelystad



Chamber of Commerce number: 39072043 0000

Definitions

Other party: Any natural or legal person, with whom Medcor in any way trades in the form of supply of products or services, with whom it enters into agreements or from whom it takes orders.

Goods: All that which Medcor delivers to a counterparty in accordance with an agreement entered into between the parties.

Article 1. General

1. These terms and conditions apply to all offers, quotations and agreements between "Medcor Pharmaceuticals B.V." (hereinafter: Medcor), and a counterparty to which Medcor has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.
2. These terms and conditions also apply to agreements with Medcor, for the execution of which third parties should be engaged by Medcor.
3. These general terms and conditions are also written for the employees of Medcor and its management.
4. The applicability of any purchase or other conditions of the other party is expressly rejected.
5. If one or more of the provisions of these general terms and conditions should be wholly or partially invalid or declared null and void, the other provisions of these general terms and conditions shall remain fully applicable. Medcor and the other party will consult with each other to agree on new provisions to replace the void or annulled provision(s), taking into account, as far as possible, the purpose and meaning of the original provision(s).
6. If there is any lack of clarity regarding the interpretation of one or more provisions contained in these general terms and conditions, then this should be interpreted 'in the spirit' of these provision(s).

7. If a situation arises between the parties that has not been regulated in these general terms and conditions, this situation should be assessed in the spirit of these general terms and conditions.
8. If Medcor does not always demand strict observance of these conditions, this does not mean that the provisions thereof do not apply, or that Medcor would in any way lose the right to demand strict observance of the provisions of these conditions in other cases.

Article 2 Offers and quotations

1. All quotations and offers made by Medcor are without obligation, unless a period for acceptance has been specified in the offer. A quotation or offer will lapse if the product to which the quotation or offer relates is no longer available in the meantime.
2. Medcor cannot be held to its quotations or offers if the other party can reasonably understand that the quotations or offers, or a part thereof, contain an apparent mistake or clerical error.
3. The prices given in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in connection with the agreement, including travel and accommodation, postage and administration costs, unless otherwise indicated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation, Medcor is not bound by it. In such a case, the agreement will not come into effect in accordance with this deviating acceptance, unless Medcor indicates otherwise.
5. A combined quote does not oblige Medcor to carry out part of the assignment at a corresponding part of the quoted price. Offers or quotations do not apply automatically to future orders.

Article 3 Contract duration, delivery periods, performance and amendment of the agreement

1. The agreement between Medcor and a counterparty is entered into for an unlimited period, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. If a period has been agreed or specified for the completion of certain work or the delivery of certain goods, this shall never be a deadline. If a term is exceeded, the other party must give Medcor written notice of default. Medcor must be given a reasonable period to fulfil the agreement.
3. If Medcor requires information from the other party for the performance of the agreement, the period of performance shall not commence until that other party has provided Medcor with such information correctly and in full.

4. Delivery takes place ex Medcor's company. The other party is obliged to take possession of the goods at the moment that they are made available to it. If the counterparty refuses to take delivery or is negligent in providing information or instructions necessary for delivery, Medcor is entitled to store the goods at the expense and risk of the counterparty.
5. Medcor has the right to have certain work carried out by third parties.
6. Medcor is entitled to execute the agreement in several phases and to invoice the thus executed part separately.
7. If the agreement is performed in phases, Medcor may suspend the performance of those parts that belong to a subsequent phase until the other party has approved the results of the preceding phase in writing.
8. If during the execution of the agreement it appears that for a proper execution thereof it is necessary to modify or supplement the agreement, then the parties will adapt the agreement in a timely manner by mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the other party, of the competent authorities etc. is amended and the agreement is thereby amended in terms of quality and/or quantity, this may also have consequences for what was originally agreed. As a result, the amount originally agreed upon may be increased or decreased. Medcor will give as much advance notice as possible of any such changes. Furthermore, by amending the agreement, the originally specified period of implementation can be changed. The other party accepts the possibility of amending the agreement, including the change in price and period of execution.
9. If the agreement is modified, including an addition, Medcor is entitled to execute it only after the relevant person within Medcor has given his/her approval and the counterparty has agreed to the price and other conditions specified for its execution, including the time at which it will be carried out. Failure to execute the amended agreement, or failure to execute it immediately, does not constitute default on the part of Medcor, nor is it a ground for termination of the agreement by the other party. Without being in default, Medcor can refuse a request to modify the agreement if this could have consequences in qualitative and/or quantitative terms, for example for the work to be carried out or the goods to be delivered in that framework.
10. If the other party is in default in the proper fulfilment of its obligations towards Medcor, then the other party is liable for all damages (including costs) incurred directly or indirectly by Medcor.
11. If Medcor agrees with the other party on a fixed price, Medcor nonetheless has the right to increase this price at any time without the other party being entitled to dissolve the agreement for that reason, if the price increase arises from a right or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages etc. or on other grounds which could not reasonably have been foreseen at the time the agreement was entered into.

12. If the price increase is not due to a change in the agreement and if the price increase is more than 10% and takes place within three months of the conclusion of the agreement, only the other party, who can claim Title 5, Section 3 of Book 6 of the Dutch Civil Code, is entitled to dissolve the agreement by means of a written statement, unless Medcor is then still willing to carry out the agreement on the basis of what was originally agreed, or if the price increase arises from a right or an obligation resting on Medcor by virtue of the law or if it has been stipulated that delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and premature termination of the agreement

1. Medcor is authorised to suspend the fulfilment of the obligations or to dissolve the agreement, if:
 - the other party does not fulfil, does not fully fulfil or does not fulfil its obligations under the agreement in a timely manner;
 - circumstances which Medcor learns after the conclusion of the agreement give good reason to believe that the other party will not fulfil its obligations;
 - the other party was asked, when the agreement was concluded, to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient;
 - If, due to a delay on the part of the other party, Medcor can no longer be required to fulfil the agreement under the originally agreed conditions, Medcor is entitled to dissolve the agreement.
2. Furthermore, Medcor is authorised to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that Medcor cannot reasonably be expected to maintain the agreement unaltered.
3. Medcor is entitled to immediately dissolve an agreement if it becomes aware of (a serious suspicion of) any malpractice or abuse of products supplied by Medcor which could in any way endanger the good name of Medcor, without this releasing the other party from its obligation(s) to pay any outstanding payments. In the case in question, Medcor shall recover any (reputational) damage from the other party concerned.
4. If the agreement is dissolved, Medcor's claims against the other party become immediately due and payable. If Medcor suspends fulfilment of its obligations, it shall retain its claims under the law and the agreement.
5. If Medcor proceeds with suspension or dissolution, it shall not be obliged in any way to compensate damage and costs that have arisen as a result.
6. If the dissolution is attributable to the other party, Medcor is entitled to demand compensation for the damage, including the costs, incurred directly and indirectly as a result.

7. If the other party does not comply with its obligations arising from the agreement and this non-compliance justifies dissolution, Medcor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, whereas the other party, due to default, is obliged to pay compensation or indemnification.
8. If the agreement is terminated prematurely by Medcor, Medcor will, in consultation with the other party, arrange for the transfer of work still to be carried out to third parties, unless the other party is responsible for the termination. If the transfer of the work entails extra costs for Medcor, these will be charged to the other party. The counterparty is obliged to pay these costs within the specified period, unless Medcor indicates otherwise.
9. In the event of liquidation, of (a request for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the other party, of debt rescheduling or any other circumstance as a result of which the other party can no longer dispose freely of its assets, Medcor is free to terminate the agreement at once and with immediate effect or to cancel the order or agreement without any obligation on its part to pay any damages or compensation. In this case, Medcor's claims on the other party are immediately due and payable.
10. If the other party cancels an order placed entirely or partially, the other party will be charged in full for the goods ordered or prepared for it, increased by any supply, removal and delivery costs thereof and the working time reserved for the execution of the agreement.

Article 5 Force majeure

1. Medcor is not obliged to fulfil any obligation towards the other party if it is prevented from doing so due to a circumstance that is beyond its control, is not due to negligence and is not for its account pursuant to the law, a legal act or generally accepted practice.
2. In addition to the provisions of the law and jurisprudence, force majeure in these General Terms and Conditions includes all external causes, foreseen or unforeseen, on which Medcor has no influence, but which prevent Medcor from fulfilling its obligations, including strikes in the company of Medcor or third parties. Medcor also has the right to invoke force majeure if the circumstance preventing (further) fulfilment of the agreement occurs after Medcor should have fulfilled its obligation.
3. Medcor may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement without any obligation to compensate the other party for damages.
4. Insofar as Medcor has already partially fulfilled its obligations under the agreement at the time when force majeure arises or will be able to fulfil them and insofar as independent value can be attributed to the part already fulfilled or to be fulfilled, Medcor is entitled to invoice the part already fulfilled or to be fulfilled

separately. The other party is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must be made within fourteen days of the invoice date in a manner specified by Medcor and in the currency in which the invoice was made, unless otherwise indicated in writing by Medcor. Medcor is entitled to invoice periodically.
2. If the other party remains in default regarding the timely payment of an invoice, then the other party is in default by operation of law. The other party shall then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due and payable will be calculated from the moment the other party is in default until the moment of payment of the amount due in full.
3. Medcor has the right to use the payments made by the other party first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest.
4. Medcor can, without being in default, refuse an offer of payment if the counterparty indicates a different order for the allocation of the payment. Medcor can refuse full repayment of the principal sum if the accrued interest and current interest and collection costs are not also paid at the same time.
5. The counterparty shall under no circumstances be entitled to set off the amount it owes to Medcor.
6. Objections to the amount of an invoice do not suspend the payment obligation. The other party, who is not entitled to invoke Section 6.5.3 (Sections 231 to 247 of Book 6 of the Dutch Civil Code), is also not entitled to suspend payment of an invoice for any other reason.
7. If the other party is in default or in breach of contract regarding the (timely) fulfilment of its obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the other party. The extrajudicial costs shall be calculated on the basis of what is customary in the Dutch collection practices, currently the calculation method according to the Dutch National Guideline "Rapport Voorwerk II". However, if Medcor has incurred higher costs for collection that were reasonably necessary, the actual costs incurred shall be eligible for compensation. Any judicial and execution costs incurred shall also be recovered from the other party. The other party shall also owe interest on the collection costs due.

Article 7 Retention of title

1. All goods delivered by Medcor under the agreement shall remain the property of Medcor until the other party has properly fulfilled all obligations under the agreement(s) concluded with Medcor.
2. Goods delivered by Medcor, which fall under the reservation of ownership pursuant to paragraph 1, may not be resold and must never be used as a means

of payment. The counterparty is not authorised to pledge or encumber in any other way the goods that are subject to the retention of title.

3. The other party must always do everything that can reasonably be expected of it to safeguard Medcor's property rights.
4. If third parties seize goods delivered under retention of title or wish to establish or assert rights over them, the other party is obliged to inform Medcor immediately.
5. The other party undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the insurance policy available for inspection by Medcor upon first request. In the event of any insurance payment, Medcor is entitled to this money. Insofar as necessary, the other party undertakes in advance to cooperate with all that might (appear to) be necessary or desirable in that context.
6. In the event that Medcor wishes to exercise its property rights as set out in this Article, the other party hereby unconditionally and irrevocably authorises Medcor and third parties to be appointed by Medcor to enter all those places where the property of Medcor is located and to take back the goods.

Article 8 Guarantees , examination and complaints, limitation period

1. The goods to be delivered by Medcor comply with the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended in normal use in the Netherlands. The guarantee mentioned in this article applies to goods that are intended for use within the Netherlands. If the goods are used outside the Netherlands, the other party must verify whether the goods in question are suitable for use in that country and whether the goods delivered comply with the conditions set there. In that case, Medcor can set other guarantee and other further conditions with respect to the goods to be delivered or work to be carried out.
2. The guarantee referred to in paragraph 1 of this Article applies for a period of thirty days after delivery, unless the nature of the delivered goods dictates otherwise or if the parties have agreed otherwise. If the guarantee provided by Medcor concerns a goods item produced by a third party, the guarantee is limited to that provided by the producer of the goods item, unless stated otherwise.
3. All forms of guarantee lapse if a defect is the result of or arises from injudicious or improper use or use after the best-before date, incorrect storage or maintenance by the other party and/or third parties if, without written permission from Medcor, the other party or third parties have made changes to the item or have tried to make changes, other items were attached to it which should not have been attached to it or if it was processed or treated in a way other than the prescribed manner, by or on behalf of the other party with instructions, leaflets etc. other than those provided by Medcor. Nor is the other party entitled to any guarantee if the defect is caused by or is a result of circumstances on which Medcor has no influence, including weather conditions (for example but not limited to extreme rainfall or temperatures) etc.
4. The other party shall be obliged to inspect the delivered goods, or have them inspected, immediately on request.

The other party shall be entitled to inspect the goods at the time that they are made available to it or that the work in question is carried out, as the case may be. The other party should examine whether the quality and/or quantity of the goods delivered corresponds to what was agreed and meets the requirements that the parties agreed in this regard. Any visible defects should be reported to Medcor in writing within seven days of delivery. Any invisible defects should be reported to Medcor in writing immediately, but no later than fourteen days after their discovery. The report must contain the most detailed possible description of the defect, so that Medcor is able to respond adequately. The other party must give Medcor the opportunity to investigate a complaint (or have it investigated).

5. If the other party submits a complaint in time, this shall not suspend its payment obligation. The other party shall in that case also remain obliged to take delivery of and pay for the other goods ordered.
6. If a defect is reported later, the other party is no longer entitled to a repair, replacement or compensation.
7. If it has been established that a goods item is defective and a timely complaint has been made in this respect, Medcor shall, at its discretion, replace or arrange for the repair of the defective good or pay a replacement fee to the other party within a reasonable period of time after receipt of the returned goods item, or, if returning the goods item is not reasonably possible, written notification of the defect by the other party. In the case of replacement, the other party is obliged to return the replaced item to Medcor and return the ownership thereof to Medcor, unless Medcor indicates otherwise.
8. If it is established that a complaint is unfounded, the costs incurred by Medcor as a result will be borne in full by the other party, including research costs.
9. After expiry of the guarantee period, all costs for repair or replacement, including administration, dispatch and call-out charges, shall be charged to the other party.
10. In derogation of the statutory limitation periods, the limitation period shall be one year for all claims and defences against Medcor and third parties involved in the execution of an agreement.

Article 9 Liability

1. If Medcor is liable, such liability shall be limited to the provisions of this clause.
2. Medcor is not liable for damages of any kind arising from the fact that Medcor relied on incorrect and/or incomplete information provided by or on behalf of the other party.
3. If Medcor is liable for any damage, the liability shall be limited to the amount of the damage caused.
Medcor's liability is limited to a maximum of twice the invoice value of the order, or at least to that part of the order to which the liability relates.
4. Medcor's liability is always limited to the amount paid out by its insurer in the case in question.
5. Medcor is only liable for direct damage.
6. Direct damage is understood to mean only the reasonable costs of establishing the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred to have Medcor's defective performance conform to the agreement, insofar as these can be attributed to Medcor, and reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have led to a limitation of the direct damage referred to in these general terms and conditions.
7. Medcor shall under no circumstances be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage

due to business stagnation.

8. The limitations of liability in this article do not apply if the damage is due to intent or gross negligence on the part of Medcor or its managers and/or subordinates.

Article 10 Transfer of Risk

1. The risk of loss, damage or depreciation shall pass to the other party at the time when the goods are brought into the control of the other party.

Article 11 Indemnification

1. The other party shall indemnify Medcor against any claims by third parties who suffer damage in connection with the implementation of the agreement and of which the cause is attributable to parties other than Medcor.
2. If Medcor is held liable by third parties for that reason, the other party is obliged to assist Medcor both extra-judicially and judicially and to immediately do everything that may be expected of it in such a case. If the other party fails to take adequate measures, Medcor has the right, without notice of default, to do so itself. All costs and damages incurred by Medcor and third parties as a result are for the account and risk of the other party.

Article 12 Intellectual property

1. Medcor reserves the rights and authorities to which it is entitled under the Copyright Act and other intellectual laws and regulations. Medcor has the right to use the knowledge acquired by the implementation of an agreement for other purposes, to the extent that no strictly confidential information of the other party is brought to the attention of third parties.

Article 13 Applicable law and disputes

1. Dutch law shall apply exclusively to all legal relationships to which Medcor is a party, even if an obligation is wholly or partially fulfilled abroad or if the party involved in the legal relationship maintains or elects domicile there. The applicability of the Vienna Sales Convention is excluded.
2. The court in Medcor's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Medcor has the right to submit the dispute to the judge authorised by law.
3. The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

Article 14 Returns

1. The medicines are in unopened and undamaged secondary packaging and have not expired and/or been recalled.
2. The customer demonstrates that the medicines have been transported, stored and handled according to their specific storage requirements.

3. The customer has reasonable evidence that the product has been supplied by Medcor (via copies of the original delivery note or by referring to invoice numbers etc.) and the batch number on which safety features have been applied is known, and that there is no reason to believe that the product is counterfeit.
4. Medicines returned by pharmacies or dispensing general practitioners authorised to supply medicines to the public must be reported to Medcor within 2 working days.
5. Refrigerated goods cannot be returned, unless it is a delivery error by Medcor. In this case, a temperature logger from Medcor is first sent to the pharmacy to be added to the shipment.

Article 15 Location and amendment of terms and conditions

1. These terms and conditions have been deposited at the Chamber of Commerce in Lelystad under number 39072043 0000
2. The most recently filed version or the version that applied at the time of the conclusion of the legal relationship with Medcor applies.
3. The Dutch text of the general terms and conditions shall always be decisive for the interpretation thereof.