

## **Farmusol B.V. General Terms and Conditions of Purchase**

### **Article 1 Definitions**

In these Terms and Condition the terms and phrases listed below have the following meaning:

- *Farmusol*: Farmusol B.V., a private limited liability company having its registered office in Arnhem, the Netherlands, and its legal successors by universal or singular title;
- *Contractor*: Farmusol's other contractual party;
- *Agreement*: any Agreement concluded by Farmusol and the Contractor, any amendment or supplement to such an Agreement and any legal or other acts related to preparing for and performing such an Agreement;
- *Delivery*: placing one or more Goods in the possession of or under the control of the principal and any instalment or assembly of such Goods; and
- *Goods*: the physical objects to be delivered.

### **Article 2 General**

- 2.1 These Terms and Conditions govern all requests, requests for offers, offers, Agreements, orders with respect to the Delivery of Goods and/or the provision of services for us, in which context the Contractor's general terms and conditions are explicitly rejected.
- 2.2 Any deviations from these Terms and Conditions will be binding on Farmusol only if and insofar as it has explicitly confirmed them in writing.

### **Article 3 Payment**

- 3.1 Invoices must be paid, including the VAT due, within 60 days of receipt of the invoice, approval of the Goods and any installation or assembly of the Goods by Farmusol.
- 3.2 Farmusol will be entitled to suspend payment if it discovers any defect in the Goods or in the installation or assembly of the Goods.
- 3.3 Farmusol will be entitled to decrease the amount of the invoice by any amounts that the Contractor owes Farmusol.
- 3.4 Payments made by Farmusol do not imply any waiver of rights whatsoever.

### **Article 4 Delivery and term of Delivery**

- 4.1 Deliveries will be made to the agreed location at the agreed time. If no Delivery location is agreed by the parties, the Delivery location will be: Arnhem, even if the Goods in question are collected by or on behalf of Farmusol.
- 4.2 The agreed Delivery time is of the essence. In the event of untimely delivery the Contractor will be in default without any further notice of default being required.

- 4.3 The Contractor must inform Farmusol immediately in writing if there is a threat that a term of delivery will be exceeded. This provision is without prejudice to any consequences of such a violation pursuant to the Agreement or statutory provisions.
- 4.4 Farmusol will be entitled to postpone the Delivery, in which case the Contractor will store, preserve, secure and insure the Goods, ensuring that they are properly packaged, kept separate and recognisably marked.
- 4.5 Farmusol reserves the right to return partial Deliveries that have not been agreed upon, at the Contractor's risk and expense. If quantities are delivered that have not been agreed upon and the deviation exceeds what is customary in the sector, Farmusol will be entitled to refuse the excess and in the event of a deficit the entire Delivery or to return it at the Contractor's risk and expense.

## **Article 5      Packaging and transport**

- 5.1 The Contractor guarantees that the domestic and international regulations governing packaging and transport by it or by or on behalf of third parties that the Contractor engages will be complied with and that such packaging is in compliance with all relevant statutory provisions and guidelines governing aspects such as the environment, safety and health. The risk related to loading and unloading will be borne by the Contractor.
- 5.2 Farmusol is at all times entitled to return the transport packing materials and other packing materials to the Contractor at the Contractor's expense.
- 5.3 Processing or destroying transport packing materials and other packing materials is the responsibility of the Contractor. If packing materials are processed or destroyed at the Contractor's request, that will be done at the Contractor's risk and expense.

## **Article 6      Breach**

- 6.1 In the event of a provisional or definitive suspension of payments, bankruptcy, application of the Dutch Natural Persons Debt Rescheduling Act (*Wet Schuldsanering Natuurlijke Personen*), closure or liquidation of the Contractor's business, or if its company is contributed to an existing company or a company to be incorporated, all Agreements with the Contractor will be dissolved by operation of law unless Farmusol notifies the Contractor within a reasonable term (where appropriate at the request of the administrator or trustee) that it wishes the Agreements in question to be performed in whole or in part, in which case Farmusol will be entitled, without any notice of default being required, to:
- a. suspend payment until the performance of the Agreement(s) in question has been sufficiently secured; and/or
  - b. suspend any obligations it has towards the Contractor;
- the foregoing without prejudice to Farmusol's other rights pursuant to any Agreement with the Contractor whatsoever and without Farmusol being obliged to pay any compensation.

## **Article 7**      **Guarantee**

- 7.1 The Contractor guarantees that the Goods and any installation or assembly of the Goods will be in accordance with the parties' agreements.
- 7.2 The Contractor guarantees that the Goods are entirely complete and ready for use. Among other things it will ensure that all parts, auxiliary materials, accessories, reserve parts, instructions for use, instruction manuals, drawings and specifications that are required to realise the aim indicated by Farmusol in writing are also delivered, even if they have not specifically referred to by name.
- 7.3 The Contractor guarantees that the Goods that are delivered are in accordance with all relevant statutory provisions, including those governing quality, the environment, safety and health.
- 7.4 If Farmusol discovers that the Goods that are delivered are not in accordance in whole or in part with the Contractor's guarantees pursuant to subsections 1 to 3 above, the Contractor will be in default unless it can demonstrate that it cannot be blamed for the breach.

## **Article 8**      **Liability**

- 8.1 In addition to the Contractor's guarantee obligations pursuant to Article 7, the Contractor will fully indemnify Farmusol in respect of any damage to Goods or to persons that may arise for Farmusol, its personnel or its customers or other third parties due to the Contractor's acts in connection with the performance of the Agreement. Farmusol is not liable for any direct or indirect damage that the Contractor causes in connection with the performance of the Agreement
- 8.2 The Contractor is liable for any damage that may arise in connection with compliance with the obligations that arise under the Agreement. The Contractor indemnifies Farmusol in respect of any financial consequences of claims brought by third parties that are in any way related to its compliance with its obligations under the Agreement
- 8.3 Farmusol is entitled to demand that the Contractor take out insurance to cover the risks. At Farmusol's first request the Contractor will be obliged to allow it to inspect the relevant insurance policy.

## **Article 9**      **Transfer of risks and ownership**

- 9.1 The ownership of Goods will be transferred to Farmusol after those Goods have been delivered and assembled or installed if necessary.
- 9.2 In the event that Farmusol makes materials, such as raw materials, additives, equipment, drawings and specifications, available in connection with its compliance with its obligations, such materials will remain the property of Farmusol. The Contractor will store such materials separate from objects that belong to the Contractor or to third parties. The Contractor will mark them as property of Farmusol.

9.3 The risk in respect of Goods will be transferred to Farmusol at the time at which they are delivered and approved in accordance with Article 10 of these Terms and Conditions.

#### **Article 10 Inspection**

10.1 Farmusol is at all times entitled to inspect Goods during manufacturing, processing and storage and during subsequent deliveries (or to have the Goods inspected) and/or to check and/or test the Goods (or to have them checked and/or inspected).

10.2 At Farmusol's first request the Contractor will grant Farmusol or its representative access to the place where manufacturing, processing or storage takes place. The Contractor will cooperate in inspections, checks and/or tests free of charge.

10.3 If an inspection and/or check and/or test within the meaning of this Article cannot take place at the intended time due to acts or omissions on the part of the Contractor or if an inspection and/or check and/or test must be repeated, the related costs arising for Farmusol will be paid by the Contractor.

10.4 In the event that Goods that have been delivered are rejected, the Contractor will ensure that the Goods are repaired or replaced within five working days. If the Contractor fails to comply with this obligation within the term set in this Article, Farmusol will be entitled to purchase the required Goods from a third party or to take measures itself or to have measures taken by third parties at the Contractor's risk and expense.

10.5 If the Contractor does not take back the rejected Goods within 14 days, Farmusol will be entitled to return the Goods to the Contractor at the Contractor's expense.

#### **Article 11 Intellectual property rights and industrial property rights**

11.1 The Contractor guarantees that the Delivery or the use, including reselling, of the Goods that it delivers or the services it provides do not infringe any intellectual property rights, other property rights or other rights of any third parties. The Contractor indemnifies Farmusol against claims brought by third parties.

11.2 All intellectual property rights with respect to products specifically developed for the benefit of Farmusol will vest in Farmusol. If in a specific, appropriate case an intellectual property right does not vest in Farmusol by operation of law and any act of transfer or other action is necessary in this respect, at Farmusol's first request the Contractor will take every action necessary to ensure that the intellectual property right vests in Farmusol.

11.3 If in the context of the Contractor's compliance with obligations Farmusol makes Goods available that are not intended to be processed in a Good to be delivered by the Contractor, such as equipment, drawings, specifications, handbooks, samples, software, etc., the Contractor will have such Goods on loan from Farmusol and the Goods will remain the property of Farmusol.

## **Article 12**    **Confidentiality**

- 12.1 The Contractor may use the information and documentation that Farmusol makes available to the Contractor in the context of the Agreement only insofar as necessary in the context of performing the Agreement. The information, documentation and other data will remain the property of Farmusol in all cases.
- 12.2 The Contractor is obliged to treat as confidential all information and data that it receives from Farmusol, either directly or indirectly, also after the Agreement has ended. The Contractor will not make such information and data available to third parties unless it has received prior written permission to do so from Farmusol.
- 12.3 In the event that the provisions contained in the preceding subsections are violated, Farmusol will be entitled to unilaterally dissolve the Agreement in whole or in part, without any further notice of termination or judicial intervention being required, and the Contractor will forfeit to Farmusol a penalty in the amount of EUR 5,000 for each violation, without any notice of default being required and without prejudice to any other right of Farmusol's, including the right to full compensation.

## **Article 13**    **Transfer of obligations**

- 13.1 The Contractor may transfer an obligation under the Agreement to a third party only after receiving Farmusol's prior written permission to do so. Farmusol may attach reasonable conditions to its permission. Farmusol's granting such permission will not release the Contractor from any obligation pursuant to the Agreement concluded with Farmusol.
- 13.2 In the event that all or part of the Contractor's obligations under the Agreement are transferred to a third party, that third party will be obliged to notify Farmusol what security has been furnished in respect of the payment of VAT, income tax and national insurance contributions that are prescribed by law for employers.

## **Article 14**    **Applicable law and disputes**

- 14.1 All Agreements concluded with Farmusol are governed by Dutch law, in which respect these General Terms and Conditions constitute a supplementation and, insofar as mandatory provisions of law do not prohibit, a deviation. Foreign law and conventions and treaties such as the Vienna Sales Convention are excluded.
- 14.2 Any disputes between the parties, including those that are only considered disputes by one of the parties, will be resolved to every extent possible by means of reasonable consultations.
- 14.3 If the parties are unable to resolve a dispute and in urgent cases, disputes will be resolved by the competent court in the District of Arnhem.