

ANTWERP PORT PHARMACY CVBA, Sint-Jansplein 8-9, B-2060 Antwerp, Belgium
RPR Antwerpen
AONR/EORI/VAT BE0426063392

Paragraph 1. Applicability

1. These general conditions apply to sales of goods, deliveries and quotes by Antwerp Port Pharmacy CVBA (hereafter: "APP").

They form an integral part of all contracts and legal relationships between APP and third parties (hereafter: customers or clients) concerning sales of goods, deliveries and offers. Future sales of goods and deliveries to clients are also subject to these general conditions even if they do not form part of a separate contract.

2. The general conditions of a customer or a third party do not apply even if APP has not explicitly ruled out their validity. Neither does APP accept the general conditions of the customer if it refers, or has referred, to a letter or other document mentioning the general conditions of the customer.

Paragraph 2. Offer and Beginning of a Contract

1. All offers made by APP are without obligation. The acceptance of an offer by the customer is final.

2. Oral consent or arrangements with staff members of APP are not binding for APP unless and insofar as they are confirmed by APP in writing. Amendments or additions to written contracts, including these general conditions, will only be binding in writing and only if APP has accepted them.

Paragraph 3. Prices and Payment

1. The agreed prices are valid until the day of and including delivery. Unless otherwise agreed, these prices are net of the applicable value added tax. Prices are shown in euros and are quoted without shipping costs. Delivery is always ex-works. Where goods are exported, the prices exclude any costs, taxes or other charges such as customs duties or other official charges.

2. Invoices are payable on the date the goods are received and are due for final payment within 30 days after invoice date. From day 45, 8% yearly interest and an additional fee of €30.00 for administrative expenses will be invoiced over the due payments. If payment is made even later, APP will be entitled to invoice further costs.

3. Settlement or withholding payment by clients will be permitted solely in the case of undisputed counter-claims.

4. Payments will be considered to have been paid only if APP has access to this payment.

Paragraph 4. Supply and Delivery, Transfer of Risk and Time of Delivery

1. Product ownership of and -risk will transfer to the customer on delivery at the customer's given address. If delivery Ex-Works is agreed, product-ownership and -risk will transfer to the customer when APP hands over the goods to the freight forwarder or to any other third party nominated by the customer. If delivery is delayed for reasons outside APP'S influence or because the customer could not accept the goods (on time) in spite of being offered to the customer for acceptance, product ownership and -risk will transfer to the customer on acknowledgement of receipt.

2. Unless a specific deadline has been agreed by APP, the delivery times and deadlines given by and agreed with APP are to be regarded as approximate, not binding. If these dates/deadlines are exceeded, APP will not be obliged to pay compensation nor will the customer be entitled to neglect its contractual obligations or to postpone their execution.

3. In case goods cannot be delivered for reasons beyond APP's control, APP will be entitled to cancel the contract unilaterally. Only if a binding deadline has been agreed, the customer will be entitled to end the contract unilaterally. APP will only be in default if it fails to deliver the goods after having received a default notice indicating a reasonable delivery period. Liability in case of delivery default will be reduced to 10% of the agreed price for those goods for which delivery has been delayed.

Paragraph 5. Reasonably Unforeseeable Events

1. Should APP not be able to fulfil the contract due to force majeure, it will be entitled to suspend execution of the contract or terminate the contract at its own discretion provided the contract cannot be executed within eight (8) weeks due to reasonably unforeseeable events. In case of force majeure, the customer will not be entitled to compensation, reimbursement, or interest.

2. As force majeure shall be considered events such as fire, flood, accident, illness of staff members, interruption to operations, traffic problems, product or transport problems and goods or services not supplied on time by third parties appointed by APP.

3. If due to force majeure APP has already executed part of its contractual obligations or can only fulfil part of his obligations, it will be entitled to invoice the already-delivered goods and those goods available but not yet delivered. The customer will be obliged to pay this invoice without withholding payment or settlement as though it were a separate contract.

Paragraph 6. Claims, Liability and Availability

1. Claims resulting from a product defect due to incorrect handling by APP are to be submitted no later than 1 month after delivery of the respective product.

2. The customer will check carefully (personally or by another party) whether the goods are undamaged and if they were delivered as ordered. The customer will also be required to give written notice to APP within seven (7) working days of any deviations from or damage to the goods, attaching the packing slip. If the customer misses the deadline for compensation it will have no further claims against APP.

3. The goods on which the claim is based may be returned to APP only if APP has requested so or has given its written consent. If the customer complaint is justified, the costs of returning the goods will be paid by APP. If a

customer complaint is justified, APP will only be obliged to supply a substitute product or to credit the purchase price. The customer has the sole right to terminate the contract only if APP cannot supply a substitute product or if such a product cannot be supplied within an appropriate period.

4. Customer complaints will have no postponing effect on the customer's payment obligations.

5. If a defect in a product is detected, the customer will be obliged to take all appropriate steps to prevent further damage or restrict the damage, including ceasing use of the product or handling it.

6. Other than the provisions in these conditions, the customer will not be entitled to any claims against APP for defects in or in relation to the delivered goods., APP is not responsible for direct and/or indirect damage, including property damage , physical injury, immaterial damage, consequential damage (such as loss of earnings) and other damage unless APP has acted negligently or with intent.

7. In case APP will be obliged to pay compensation this will never exceed the invoice value (excluding VAT) of the delivered goods and/or services incurred by or connected with the damage in question. If the damage is covered by APP'S insurance, compensation will not exceed the amount of damage that actually be paid by the insurer in that particular case.

8. The customer shall indemnify APP for claims by third parties, including the competent authorities, and all related costs and damages relating to the goods already delivered or to be delivered and/or services performed or to be performed.

Paragraph 7. Obligations of the Client; Export

1. For delivery Ex-Works, the customer is responsible for transport of the goods from the APP warehouse and accepts all related legal obligations.

2. In all cases the customer is obliged to duly comply with the relevant laws in the country of destination and to act according to all laws and regulations applying to pharmaceutical products.

3. APP has no obligations or liability to, and cannot be held responsible for, the duties of the customer referred to in this Paragraph. In case of Ex-Works delivery, APP can never be held responsible for damage resulting from destruction, loss, confiscation, destruction or damage resulting from import controls, lack of approval/s, product inspections, customs legislation or other circumstances resulting from export and shipment of the goods.

Paragraph 8. Miscellaneous

1. Goods may be returned to APP only after written consent. APP reserves the right to destroy goods without prior consent.

2. If any provision of the conditions of business or the contracts applying to these conditions of business is invalid or contentious, the remaining provisions will not be affected. APP and the customer will endeavour to replace ineffective and contentious regulations with valid provisions which come as close as possible to the original intention of the invalid and contentious regulations.

3. The place for making payments and performing delivery obligations is APP's head offices.

Paragraph 9. Applicable Law, Place of Jurisdiction and Delivery Address

1. Belgian law applies exclusively to all offers by APP to clients and all contracts concluded by both parties. The provisions of the 1980 CISG will be excluded.

2. Disputes arising from or connected with a contract or quotes and/or bids made by APP or any other legal action will be brought before Courts in Antwerp and addressed by it. This will not affect APP's right in certain cases to bring disputes before other authorised courts in Belgium. Only Belgian law is applicable.