

PURCHASING TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT MATTER

These Terms and Conditions determine the provisions applying to our relations with Suppliers with respect to purchasing orders. By executing the order, the seller (recipient of this order) implies that he accepts these Purchasing Terms and Conditions without reservation. The present Terms and Conditions specifically and unconditionally exclude any and all General Purchasing Terms and Conditions and any other documents the Supplier may have.

ARTICLE 2 – GENERAL

Notwithstanding differing explicit written provisions on our part, these Purchasing Terms and Agreements shall apply regardless of any General or Specific Purchasing Terms and Conditions of the Supplier or his subcontractors. This is a mandatory condition for the order. Orders, contracts and calls forward shall be binding and the contract shall be deemed concluded upon reception by the juristic entity previously indicated on the recto of this document by certificate of receipt issued by the Supplier and shall be subject to neither reservations nor modifications. In the event that such certificate of receipt should not be delivered to the juristic entity previously indicated on the recto of this document within ten calendar days as of dispatch of the order, the latter shall be considered tacitly accepted by the Supplier at the terms and conditions fixed by the juristic entity previously indicated on the recto of this document.

Unless otherwise agreed, deliveries shall be made in accordance with the orders and calls forward that will be issued by the juristic entity previously indicated on the recto of this document for each of the products and/or services to be supplied as well as specified tools, if applicable.

ARTICLE 3 – DEADLINES FOR EXECUTION AND DELIVERY

The deadlines for the execution or delivery dates stated in the order are mandatory, essential and decisive for the commitment of the juristic entity previously indicated on the recto of this document. Any delay in delivery or execution as well as any failure of the Supplier to fulfil any of his obligations, especially his obligation to deliver conforming products, shall

entitle the juristic entity previously indicated on the recto of this document, by registered letter and without previous reminder:

- a) either to terminate all or part of the contract for the part of the order that has not been delivered or does not comply with the specifications indicated on the order form or with the quality usually to be expected for the products ordered;
- b) or to set a new deadline for execution of the pending or incorrectly executed order;
- c) or to demand fast delivery at the Supplier's cost and risk.

In any event, the Supplier shall also be liable, ex officio and without obligation to notify him, to indemnify us for the delay from the day the delivery was due to the day of the completion of delivery of conforming products, or as of the cancellation of all or part of the order, such indemnity being calculable as follows:

- 1% exclusive of tax, all taxes being also at the debtor's expense, for every commenced week of delay during the first two weeks,
- 2% exclusive of tax, all taxes being also at the debtor's expense, for every commenced week of delay as of the third week; the total amount of the penalty shall not exceed 10% exclusive of tax of the total contract value exclusive of tax.

In addition to the above defined penalty, independently of the option chosen by the juristic entity previously indicated on the recto of this document, the defaulting Supplier shall, in any event, be liable by law and informally, to pay penalties as the juristic entity previously indicated on the recto of this document may have had to incur because of the delay with respect to his customers due to the Supplier's default as well as the extra production time caused by the delayed delivery.

ARTICLE 4 – DELIVERY OF THE GOODS

All goods shall be delivered during our warehouses' opening hours.

Any delivery may be refused if it is not accompanied by a bill of delivery with the Supplier's letter head stating the order number, exact materials and goods delivered exactly as stated in the order form and containing a detailed statement, if applicable, of the exact breakdown by case, carriage piece, carton or other packaging as well as the gross and net weight.

ARTICLE 5 – RECEPTION – VERIFICATION – TITLE

The goods/services supplied shall comply in every aspect with the specifications, plans,

standards and tender specifications as stated in the order or any other documents referring thereto.

The receipt of the goods or services is subject to their acceptance by our target departments competent to assess their compliance, or by our quality control department.

The juristic entity previously indicated on the recto of this document reserves the possibility of having the pertinent products and/or services verified by an expert at any stage of the order execution; this shall not discharge the Supplier of his obligations and liabilities.

In the event that goods or services are demonstrably non-compliant with the specifications stipulated in the order, we reserve the right:

- either to categorically refuse acceptance of the delivery –
 - In this case, the goods shall be returned to the Supplier and all expenses (including packaging) charged to him. Should the Supplier be unable to supply, in exchange, compliant goods at the price agreed, the order shall be cancelled;
 - and/or in the case of services, we may demand to have the works destroyed at the Supplier's expense.
- or to accept the delivery under reserve that compliance with the terms and conditions of the order may be restored on our premises or by our staff at the Supplier's request or with his agreement. All necessary expenses shall be charged to the Supplier.

No provision establishing retention of title, especially in terms of and with the effects determined by the law of 12 May 1980, shall be opposable to the juristic entity previously indicated on the recto of this document except if specifically accepted by us and explicitly stated in the special terms of the conditions stated by the order form.

ARTICLE 6 – PRICES

The prices at which the order was placed by the juristic entity previously indicated on the recto of this document shall remain fixed and not be revised. The prices are quoted DDP.

ARTICLE 7 – WARRANTY – LIABILITIES

The Supplier warrants that the products and/or services delivered comply with the contractual specifications and generally with the valid legal and statutory provisions. The Supplier warrants that the products supplied are new, of excellent quality, free of any

defects in material, design or manufacturing and that they are perfectly suitable for the intended usage. In accordance with current laws and his contractual obligations, the Supplier shall be liable for any defects or faults that might affect his products. He shall hold us harmless against any complaints of whichever type that might be brought forward against us in this respect; he undertakes to take charge of all ensuing damages which might affect us and/or third parties, and commits himself in particular to participate actively and financially in any product recall that might result therefrom. The Supplier shall not subcontract, assign or transfer to third parties an order totally or partially nor switch to another manufacturer or subcontractor without previous written authorisation issued by the juristic entity previously indicated on the recto of this document. The Supplier shall be solely liable to us for the proper execution of the order in compliance with the terms and conditions and delays agreed. The Supplier shall be subject to the warranties stipulated by common law and those customary in the pharmaceutical industry.

ARTICLE 8 – TERMS OF PAYMENT

Payments shall be made solely upon submission by the Supplier of an invoice in triplicate. Such invoice shall mention in all detail:

- the reference number(s) of the order;
- the references of the documents to which it corresponds (bill of delivery etc.)
- any and all indications necessary for its verification.

As a general rule, the invoices shall be settled by bank transfer after verification of the quantity and quality of the goods, works or services in question.

We shall accept no bill to be drawn on our cash reserve.

Unless otherwise explicitly specified by the order form, the goods, works or services shall be paid for according to the following schedule:

- With respect to invoices and goods, works, services etc. received between the 1st and 15th day of the month: by money transfer after 60 days to the end of the month on the 10th day of the following month,
- With respect to invoices and goods, services etc. received between the 16th and the 24th day of the month: by money transfer after 60 days to the end of the month on the 20th day of the following month,

- All invoices referring to goods, works, services etc. that are received after the 25th day of the month shall be deemed issued in the following month.

ARTICLE 9 – TRANSFER OF RISK AND TITLE

The transfer of risk shall come into existence by the fulfilment of the delivery to the address indicated on the order and shall be confirmed by written acknowledgement of receipt of the products. Until that date, the Supplier shall take every measure suitable for the proper conservation of the products in his custody and shall take out all insurances necessary for this purpose. The transfer of title shall take place simultaneously.

ARTICLE 10 – RESCISSION

The nullity, invalidity, ineffectiveness or non-opposability of any of the provisions stipulated by these Terms and Conditions shall not induce the nullity, invalidity, ineffectiveness or non-opposability of the remaining provisions which shall continue to be effective.

For any rescission that cannot be settled amicably, the Commercial Tribunal of Versailles (France) shall have the exclusive competence and jurisdiction even in the event that there are several defendants.

Applicable laws: All our purchases shall be subject exclusively to French laws.