

SALES TERMS AND CONDITIONS

1. Application of the Sales Terms and Conditions

The present Terms and Conditions shall apply to all proposals, tenders, orders and any contracts concluded with the Buyer and as well as all negotiations held.

Any Buyer shall be deemed to have taken note of these Sales Terms and Conditions and to have accepted their provisions without reservation. The Buyer is deemed to have waived his own Terms and Conditions simply by the fact that he concludes a contract with us (order, acceptance of a tender etc.).

No special provision shall override these Sales Terms and Conditions unless formally accepted in writing on our part.

2. Orders

Any purchasing terms and conditions and terms of payment which may figure on the order forms issued by the Buyer that should deviate from our Terms and Conditions shall be valid only if formally accepted in writing on our part.

In principle, no modification of an order requested by the Buyer shall be taken into consideration. However, we reserve the right to accept such a request for modification and to charge the Buyer an administration fee of €125.

Should the Buyer cancel an order, he shall be obliged to pay us the total value of the order in question in terms of a blanket indemnity. In the event that a cancellation is notified to us by registered letter or in another form comprising a formal acknowledgement of receipt on our part one month prior to the start of manufacturing, that amount shall be reduced to 25 %.

Any tender we may submit shall be deemed not binding and may be cancelled or modified even after acceptance of the tender, provided that we notify the other party forthwith of such cancellation and/or modification.

3. Prices

Unless otherwise agreed, our prices are quoted net exclusive of tax ex works our factory in Braine-l'Alleud (Belgium). Invoices shall be issued with the statutory VAT added to the sales prices. Our prices quoted shall not be binding, but subject to

adjustment, especially in case of variations in market conditions, fluctuations of the foreign exchange rates governing our purchases, any changes to the purchasing conditions imposed by our suppliers, any alteration the Buyer may make to all or part of the technical dossiers or any alterations of laws or regulations having an impact whatsoever on the goods and services the Buyer has requested us to deliver. We reserve the right to adjust our prices at any time and without prior notice.

4. Deliveries and Risks

Our products shall be deemed received and acknowledged upon leaving our warehouses. In transit, they shall be at the consignee's risk; even if we bear the transportation costs, any risk shall be at the Buyer's charge. Any reservations for shortfalls or damages incurred in transit shall be formulated precisely including figures and any details on the certificate of receipt by the consignee in the presence of the shipping agent and shall be confirmed to the shipping agent by recorded-delivery letter within 48 hours as of the date of delivery and in accordance with current regulations. In no event shall such reservations impede payment.

5. Terms of delivery

Our terms of delivery shall not be binding. In no event shall a delay in our delivery for any reason whatsoever entitle to an indemnity to be paid by us or to a cancellation of the order. In the event that due to technical or practical reasons, the Customer requests an extension of the term of delivery, the temporary storage of the products in our warehouses shall not impede their invoicing. After a period of one month, we shall also charge storage costs amounting to 1% of the product value per month.

6. Force majeure

Force majeure of whatever origin shall discharge us from any obligation to deliver.

7. Warranties and complaints

The taking of possession of all products shall be considered as their ultimate acknowledgement and acceptance.

To be effective, any complaints concerning the products delivered shall be notified within eight days as of receipt of the products. Such complaints shall not discharge the Buyer from his obligations to pay within the terms of payment stipulated by the present Sales Terms and Conditions.

In the event that a default of a product delivered is due to a defect or fault regarding a raw material, an excipient or a packaging item supplied by the Buyer, the products shall not be returned and the Buyer shall be bound to his obligations to pay us.

In the event of a justified complaint we shall accept return of the faulty product.

8. Liability

1. All our products are manufactured in accordance with the current laws governing the manufacture of pharmaceutical products in Belgium. Any products that are made to order for the Buyer's account shall comply with the formulas, specifications and instructions supplied or monitored by the Buyer. Even if we should have to intervene in the co-ordination of technical questions regarding such formulas or specifications (the formulas ultimately adopted shall be deemed acknowledged by the Buyer), we shall in no case be held liable, in particular for the development or stability of the product after delivery, for its effects or utilisation in patients.

2. We assume no liability whatsoever for material or physical damages caused by apparent or hidden faults of the products delivered.

We shall not be held liable for damages that the Buyer or a third party might suffer as a result of a faultiness of the products, for damages attributable to a recommendation we may have given regarding such products or for damages contingent on any delayed, incorrect or incomplete delivery of the products in question. We shall also in no circumstances whatsoever be held liable for any indirect, consequential or immaterial damages including those caused by third parties.

3. Notwithstanding the provisions of the previous paragraph, our liability for all damages other than listed in the previous paragraph, including those for which our liability has been rightfully established, shall be limited to such amount as we shall be reimbursed by our insurer or a third party for the damage in question.

The pharmaceutical products delivered shall be utilised solely by qualified staff properly authorised by their government to utilise and manipulate such products.

The pharmaceutical products shall be received, utilised and administered solely by persons authorised to do so within their accredited departments.

The receipt, storage, utilisation, transfer and disposal shall be subject to the pertinent regulations and authorisations issued by the competent authorities.

9. Insurance

We undertake that the products as well as any items designated for their manufacture and packaging such as raw materials, packaging materials or excipients which the Buyer may supply to us shall be insured against the risks of theft, fire and water damage.

We shall also take out a third-party liability insurance which shall cover manufacturing and packaging procedures regarding the products.

We shall not be held liable in the event of a loss of a batch during processing of the Buyer's products.

10. Terms of payment

Unless explicitly specified otherwise, invoices shall be settled net and in cash after 30 days of the date of invoice at our registered office. For any amount unsettled at its maturity we shall, by law and without prior formal notice, charge a 1.25% interest rate per month as of the date of its due date. In addition, we shall also, by law and without prior formal notice, add to the invoice value an amount equalling 15% of the amounts due, not less than €50, in terms of a blanket indemnity.

The Buyer's failure to pay shall forthwith entitle us to claim payment of all outstanding invoices.

Our representatives and agents shall not be authorised to collect payment for our invoices; they shall not commit our company; our company shall be bound only by and within the scope of a written confirmation issued by itself.

11. Reservation of title

The products remain our property until fully paid and until full settlement of any amounts receivable which we may be entitled to claim from the Buyer due to him infringing one or more of his contractual obligations.

We shall be entitled to collect the goods without prior formal notice should the Buyer infringe any one of his contractual obligations, without prejudice to any other statutory options to recourse we may have.

The Buyer shall be obliged to forthwith notify us in writing in the event that a third party brings forward any claims including the attachment by a third party of goods which are subject to a reservation of title on our part. In addition, the Buyer shall forthwith notify the third party that the goods are our property.

12. Return of returnable packaging material

Returnable packaging material complete with their labels shall be returned free of charge to our warehouses in Rue de la Papyrée no. 4, Braine-l'Alleud (Belgium) within three months and shall be deducted from the next statement of account.

13. Competent Jurisdiction

For any litigation, whatever its nature, cause or place and independently of any special sales terms and conditions, the Tribunals of Nivelles (Belgium) shall have sole jurisdiction even if there is more than one defender. By placing an order or accepting the order confirmation shall be deemed to imply the Buyer's acknowledgement of - the Terms and Conditions stipulated above.