

BioActor B.V.

Gaetano Martinolaan 50, Maastricht Health Campus
6229GS Maastricht, The Netherlands

GENERAL SALES CONDITIONS

GENERAL: Notwithstanding any inconsistent or additional terms that may be contained in your purchase order, we accept your order on the express condition that you (hereafter 'Buyer') agree with the terms and conditions set forth hereafter as the only terms governing your order, and your receipt and acceptance of the goods shipped hereunder shall constitute such agreement.

1. **TITLE AND RISK:** BioActor retains ownership of the goods until full payment has been received for them. The goods shall be at the Buyer's risk upon delivery of the goods in accordance with the delivery terms set forth in the order confirmation.

2. **DELIVERY TERMS:** The goods shall be delivered Ex-Works (Incoterms 2000) from BioActor's designated warehouse, unless other delivery terms have been specifically agreed between the parties. Seller reserves the right to make delivery in instalments and each such instalment shall be paid for as invoiced. Delivery dates are indicative and will be observed as far as the circumstances reasonably permit. Delay in delivery of any instalment shall not relieve Buyer of its obligation to accept remaining deliveries and shall not give rise to any liability on the part of BioActor.

3. **TECHNICAL ADVICE:** Though BioActor takes the utmost care in collecting technical data about its products, BioActor assumes no liability for any technical and regulatory advice given, all such advice being given and accepted at Buyer's risk. Buyer shall be responsible for making its own tests and verifications before applying such advice.

4. **WARRANTIES:** BioActor warrants title and that goods sold hereunder shall conform to BioActor's standard specifications, all provided that such goods have not been repackaged or tampered and have been stored and handled in accordance with BioActor's instructions of use.

5. **CLAIMS:** Any claim for shortage or for damage visible at delivery must be made within 48 hours from delivery of the goods. All other claims, including claims for defective goods, must be made within fourteen (14) days after Buyer learns of the facts on which such claim is based, and in no event later than twelve (12) months from the date of delivery of the goods and shall be accompanied with a physical sample of the defective product. Any claim that does not comply with these three cumulative conditions shall be deemed waived.

6. **LIMIT OF LIABILITY:** BioActor's liability for any and all losses or damage to Buyer resulting from lost, damaged or defective products or from any other cause shall be limited in all cases to the free replacement of such products. BioActor shall under no circumstances be liable for any indirect or consequential damages or losses and Buyer shall indemnify BioActor against liability for any loss or damage arising out of the use of the goods by the Buyer or any of its customers.

7. **PAYMENT:** If Buyer fails to pay any invoice when due, BioActor has the right to cancel further deliveries and to charge interest on all overdue amounts at the rate of two per cent (2%) per month. In addition, Buyer shall reimburse BioActor for all administrative and legal expenses incurred by BioActor in connection with the overdue invoices.

8. **TERMINATION:** If payment is not received by the due date or if Buyer has become insolvent, is subject of proceedings under insolvency or bankruptcy law or is seeking protection against creditors, BioActor has the right to consider the sale of the goods cancelled without prior notice. BioActor shall have the right to take possession of the goods at Buyer's premises or at the premises of Buyer's customers and remove the goods.

9. **FORCE MAJEURE:** BioActor may cancel or delay deliveries in case of any cause beyond its reasonable control that prevents or hinders the manufacture or shipment of the goods, including without limitation war, labor conflicts, accidents, unavailability of raw materials or intermediates or defaulting contractors. Such force majeure does not affect the validity of the purchase contract.

10. **INTELLECTUAL PROPERTY:** Buyer expressly assumes all risk of patent or trademark infringement by reason of his use or sale of the goods.

11. **MISCELLANEOUS:** This contract shall be governed by Netherlands law. Any dispute, which may arise in connection with this contract or the use of the goods shall be referred to the exclusive jurisdiction of the Maastricht courts.