

# GENERAL CONDITIONS OF SALE OF ALCAPHARM B.V.

Article 1.	<b>General</b> <p>These general conditions of sale shall be applicable to all offers, acceptance of offers, order confirmations and deliveries by us, and shall form an integral part of the sales agreement between ourselves and purchaser.</p> <p>The purchaser shall be regarded as having accepted them merely by the fact of placing an order.</p> <p>Deviations from these conditions of sale, even if stated on documents originating from the purchaser, shall only be able to be made operative against us if they have been confirmed by us in writing. Even then, these general conditions of sale shall remain in force as far as all the remaining points are concerned.</p>	6.4.2	a default interest of 1% per month on the invoice price shall be due;
		6.4.3	all costs, including judicial, made in order to achieve full or partial payment by purchaser of the amount or amounts due, shall be for account of purchaser. Judicial costs are at least 15% of the total contract value.
		6.5	The purchaser's obligations to pay shall not be suspended as the result of submitting an obviously well founded complaint regarding the goods in question or other goods.
		6.6	Regardless of the payment conditions agreed upon, the purchaser authorises us at all times – that is, before making delivery or continuing delivery – to request a bank guarantee to ensure that he fulfils his obligations to pay.
Article 2.	<b>Quotation and Order Confirmation</b> <p>Unless otherwise stated in writing, our quotations are intended only as information. Every order placed with us shall be binding on the purchaser, but shall be binding on us only after it has been confirmed in writing.</p>		As long as this guarantee has not been given, we shall be entitled to suspend all further deliveries.
			This shall also apply for as long as the purchaser has not fulfilled his obligations to make payments for deliveries already made.
		6.7	The above stipulations in no way detract from our right to demand the cancellation of the sale with compensation, if the purchaser fails to make payment and if we choose to do so.
Article 3.	<b>Delivery</b>		Whenever a sale is completely or partially cancelled as the result of any fault or shortcoming of any nature whatsoever on the part of the purchaser, the said purchaser shall be liable to make a non-reducible lump sum payment equal to 20% of the amount of the cancelled sale, or part of such, by way of compensation for the costs incurred and loss of profit, this without prejudice to our additional right to request repayment of the costs which we may have to incur in order to repossess the goods and restore them to their original condition.
3.1	Delivery shall be effectuated in accordance with the latest INCOTERMS as published by the International Chamber of Commerce, applicable at the date of the sales agreement. Title to the goods shall pass to the purchaser in accordance with Article 4.		
3.2	The quantities stated in shipping documents such as, if applicable, the packinglists, bills of lading, airwaybills, liner waybills or freight receipts, shall determine the quantity of the goods delivered.		
3.3	Unless otherwise agreed in writing, the delivery dates quoted by us shall always be approximate in nature but never binding. We reserve the right to deliver the order either in whole or in part at an earlier/later date than stated in our order confirmation.		
3.4	Going beyond the contracted time of delivery does in no case entitle to indemnification, unless otherwise clearly agreed in writing.		
Article 4.	<b>Transfer of Title</b>	Article 7.	<b>Liability</b> <p>No warranty or representation is made, whether express or implied, as to the use, sufficiency, merchantability or fitness for any purpose whatsoever of the goods supplied, unless explicitly stated in writing by us. Information given by us on the quality, composition or possible applications shall only be construed as warranty if explicitly stated in the form of a warranty in the sales agreement. Liability is under all circumstances limited to the total amount of the sale, except if there is talk of malicious intent.</p>
4.1	The property of the goods delivered shall remain vested in us and shall only pass to the purchaser when payment of the purchase price has been received by us in full. Purchaser hereby undertakes, during the period the property is still vested in us, to hold the goods delivered in trust for us. In the event the purchaser fails to pay the amount(s) due for goods delivered within the time limit referred to in Section 6.2, we shall have the right to repossess such goods at any time, without any prior notice.		
4.2	Purchaser shall be entitled, notwithstanding Section 4.1, within the normal course of its business to sell and or use the goods hereinabove referred to. The risk of loss or damage to the goods shall pass to purchaser on delivery in accordance with the agreed delivery term of Section 3.1.	Article 8.	<b>Entrance Control, Claims and Notification</b> <p>Upon receipt of the goods, purchaser shall inspect the same, by analysis or otherwise, with such care as is customary or appropriate. Any claims concerning the quality or quantity of the goods delivered shall be made by purchaser in writing within 8 days in respect of the quantity, and 30 days in respect of the quality, from the date of receipt of the goods and shall be based on a representative sample of the goods as delivered. When purchaser does not follow above-mentioned protocol, any claim on purchase will expire.</p> <p>In case we refuse to accept the findings of the Inspection Analysis Report, the purchaser and we shall mutually agree on appointing an independent laboratory for testing a sample from the defective material. The findings of the independent laboratory shall be final and binding for both parties and the costs of the inspection borne by us in case the material is found non-conforming and borne by the purchaser in case the material is found conforming to the agreed quality requirements.</p> <p>Rejected materials on ground of quality discrepancy found on receipt will be returned at our costs. No goods shall be returned to us without our prior written consent.</p>
4.3	In case of further sale, the purchaser undertakes to make our general conditions of sale operative with regard to his own customer. In any case, the purchaser agrees to indemnify us against any consequences, whatsoever their nature, of claims which might be directed against us by his customer with regard to the goods purchased and which would exceed the limits of the claims which the purchaser himself might have been able to enforce against us.		
Article 5.	<b>Price</b> <p>If our costs have risen because of changes in currency rates, or in the price of raw materials, or in consequence of any measures of any nature whatsoever taken by our own or a foreign government between the time of our order confirmation and the time of fulfilling the order – even if this time is situated after the expiry of the agreed delivery period, but without this being a result of a serious error on the part of the management of our company – we shall be entitled to pass this increase on to our purchaser in so far as this does not result in the price originally agreed upon being increased by more than 10%.</p> <p>If it is increased by more than this percentage, the purchaser, if he chooses, shall be able to cancel the sale, but shall not be entitled to claim any compensation.</p>	Article 9.	<b>Force Majeure</b> <p>We shall not be liable for liquidated damages or non-performance if failure to perform our obligations under the contract is the result of an event of Force Majeure.</p> <p>Force Majeure means an event beyond our control and not involving our fault or negligence and not foreseeable.</p> <p>"Force Majeure" shall include labour disturbances, delay in supply of raw materials and other circumstances described in Article 79 of the United Nations conventions on the International Sales of Goods ('Convention')</p> <p>If we cannot perform our obligations due to such event, the purchaser has the right to buy his requirements from elsewhere, if we cannot deliver; although where possible purchaser will attempt to give us an extension of time.</p> <p>If the purchaser cannot take the material, purchaser will request supplier's help in not insisting on delivery until the purchaser is able to accept such delivery.</p>
Article 6.	<b>Payment</b>	Article 10.	<b>Applicable Law, Competent Court</b> <p>In case of transfrontier sales the sales agreement shall be governed by and construed in accordance with the general conditions of sale of Alcapfarm B.V., and complementary thereto to the laws of the Netherlands.</p> <p>All disputes shall be exclusively submitted to and finally settled by the competent court in the Netherlands.</p>
6.1	Unless otherwise agreed in writing, payment of every amount invoiced, including tax, must be made without any cost to us and without discount, no later than due date of the invoice.		
	If delivery is made in two or more parts, every partial delivery will be invoiced separately.		
6.2	Any payment by purchaser shall first of all serve as payment for any other debt or debts of purchaser to us, including those pursuant to Section 6.2 due on the date of invoice.		
6.3	In the event said payment exceeds the amounts due for payments under such other debt or debts, the excess shall be credited by us to the amount due as described in the invoice.		
6.4	Payment of the price shall be effectuated by payment to our bank account within the term agreed upon. If purchaser fails to pay the full amount within the said term, then without prejudice to any other right we may have:		
6.4.1	all other debts purchaser owes to us, shall be due for immediate payment;		