

GENERAL CONDITIONS OF SALE BEAPHAR

Art. 1 - General

- 1.1. No modification of these conditions is valid unless agreed or evidenced in writing.
- 1.2. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, "CISG") does not apply to the contract.

Art. 2 – Characteristics of the goods

- 2.1. It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colors and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of Beaphar, shall not take effect as terms of the contract unless expressly referred to in the Contract.
- 2.2. Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to it. Beaphar also remains the exclusive owner of any intellectual or industrial property rights relating to the goods.
- 2.3. It is agreed that the goods are suitable for the purpose for which they are intended by their very nature or which is evident from the contract of sale.
- 2.4. If express reference is made in the contract to technical, safety, quality or other regulations and documents clearly designated in the contract, even if not attached to the contract, Beaphar shall be deemed to have knowledge of these. Beaphar shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out the contract and for complying with the conditions stipulated therein, unless otherwise agreed in the contract.

Art. 3 – Inspection of the goods before shipment

If the Parties have agreed that the Buyer is entitled to inspect the goods before shipment, Beaphar must notify the Buyer within a reasonable time before the shipment that the goods are ready for inspection at the agreed place.

Art. 4 – Price

- 4.1 The price indicated in Beaphar's price list at the time of the conclusion of the contract, includes any costs which are at the Beaphar's charge according to this contract. However, should Beaphar bear any costs which, according to this contract, are for the Buyer's account (e.g. for transportation or insurance under FCA) such sums shall not be considered as having been included in the price in Beaphar's price list.
- 4.2 In the absence of a current list price, the price generally charged for such goods at the time of the conclusion of the contract in Beaphar's currency shall apply.
- 4.3. Unless otherwise agreed in writing, the price does not include indirect taxes (VAT, sales tax, excise duties etc.).

Art. 5 – Payment conditions

- 5.1 Unless otherwise agreed in writing, or implied from a prior course of dealing between the Parties of the price and of any other sums due by the Buyer to Beaphar shall be on open account and time of payment shall be 14 days from the date of invoice. The amounts due shall be transferred, unless otherwise agreed, by telegraphic transfer or remittance to Beaphar's bank in her country for the account of Beaphar and the Buyer shall be deemed to have performed its payment obligations when the respective sums due have been received by Beaphar's bank in immediately available funds.
- 5.2 If the Parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment, unless otherwise agreed, refers to the full price, and that the advance payment must be received by Beaphar's bank in immediately available funds at least days before the agreed date of shipment or the earliest date within the agreed shipment period. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in the contract.

Art. 6 – Interest in case of delayed payment

- 6.1 If a Party does not pay a sum of money when it falls due the other Party is entitled to interest upon that sum the time when payment is due to the time of payment.
- 6.2 Unless otherwise agreed, the rate of interest shall be 1% interest per month (or part of a month) from the invoice date on the outstanding amount when Buyer exceed the payment period.

Art. 7 – Retention of title

If the Parties have validly agreed on retention of title, the goods shall, notwithstanding delivery and the passing of risk in the goods, remain the property of Beaphar until the complete payment of the price, or as otherwise agreed.

Art. 8 – Contractual term of delivery

Unless otherwise agreed, delivery shall be according FCA Incoterms from Son en Breugel - Beaphar's premises (Incoterms © 2010 rules).

Art. 9 – Documents

Unless otherwise agreed, Beaphar must provide the documents (if any) indicated in the applicable Incoterms® rule is applicable, according to any previous course of dealing.

Art. 10 – Non-conformity of the goods

- 10.1 The Buyer shall examine the goods as soon as possible after their arrival at the place of business of Beaphar or any other agreed place of examination and shall notify Beaphar in writing of any lack of conformity, specifying the nature of the lack of conformity of the goods within one (1) week upon receipt. In any case the Buyer shall have no remedy for lack of conformity if it fails to notify Beaphar thereof within the above mentioned period.
- 10.2 Goods will be deemed to conform to the contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the Parties.
- 10.3 Where goods are non-conforming, Beaphar shall at its option and provided it can do so without unreasonable delay and without causing the Buyer unreasonable inconvenience:
- a) replace the goods with conforming goods, without any additional expense to the Buyer, or
 - b) repair the goods, without any additional expense to the Buyer.
- 10.4 It is expressly agreed that the Buyer shall not plead non-conformity of the goods, or make a counter-claim thereon, in defense to any action taken by Beaphar against the Buyer for non-performance of this contract.

Art. 11 – Cooperation between the Parties

- 11.1 The Buyer shall promptly inform Beaphar of any claim made against the Buyer by its customers or third parties concerning the goods delivered or industrial or intellectual property rights related thereto.
- 11.2 Beaphar shall promptly inform the Buyer of any claim which may involve the product liability of Beaphar.

Art. 12 – Force majeure

- 12.1 A party is not liable for a failure to perform any of its obligations in so far as it proves:
- a) that the failure was due to an impediment beyond its control, and
 - b) that it could not reasonably be expected to have taken into account the impediment and its effects upon its ability to perform at the time of the conclusion of the Contract, and
 - c) that it could not reasonably have avoided or overcome the impediment or its effects.
- 12.2 A party seeking relief shall, as soon as practicable after the impediment and its effects upon that party's ability to perform become known to it, give notice to the other party of such impediment and its effects on that Party's ability to perform. Notice shall also be given when the ground of relief ceases.
- 12.3 A ground of relief under this clause relieve the Party failing to perform liability in damages, from penalties and other contractual sanctions, from the duty to pay interest on money owing as long as and to the extent that the ground subsists.
- 12.4 If the grounds of relief subsist for more than fifteen (15) days, either Party shall be entitled to declare the contract by written notice.

Art. 13 – Resolution of disputes

- 13.1 The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with present contract.
- 13.2 Unless otherwise agreed in writing, all disputes arising out of or in connection with the present contract shall be submitted to the courts of Overijssel (Zwolle), the Netherlands.
- 13.3 The present contract is governed by the laws of the Netherlands.