

General terms and conditions of sale Amstelfarma BV

Version: 01072022

1. General.

1.1 Definitions:

- Amstelfarma: Amstelfarma BV;
- Conditions: these general terms and conditions of sale Amstelfarma BV;
- Intellectual Property: industrial, intellectual property and other similar kinds of property rights, such as amongst others trademarks, design rights, patents, copyrights, trade names, domain names, data base rights, trade secrets.
- Other Party: each natural person trading in the context of an enterprise or profession, legal body, partnership, limited partnership or other entity that enters into or has entered into an agreement with Amstelfarma, any client of Amstelfarma and/or any party to whom an offer or proposal is or has been made or extended by or on behalf of Amstelfarma, or to whom a delivery is made by or on behalf of Amstelfarma, or for the benefit of whom one or more services is or has been performed by or on behalf of Amstelfarma, as well as any of its legal successors;
- Days: calendar days.

1.2 These Conditions govern all offers made, quotations produced, agreements entered into (including the execution thereof), and deliveries made and services performed by or on behalf of Amstelfarma.

1.3 Deviations from these Conditions will only be binding if agreed in writing by Amstelfarma and by the Other Party and will only apply to those specific quotations, supplies and/or services to which they relate. General conditions of the Other Party do not apply.

1.4 If the Other Party wishes to purchase medicines, laboratory, medical products or medical services, Amstelfarma's client qualification procedure applies and, in compliance with the WHO MQAS (Model Quality Assurance System) requirement, the Other Party (i) must confirm to follow the EU GDP (good distribution practice) of medicinal products (2013C 343/01) and fill in Amstelfarma's client registration form and (ii) will indemnify and hold harmless Amstelfarma for any failure to strictly comply with the good distribution practice. The Other Party shall furthermore ensure it supplies pharmaceutical products only to persons/organizations who are themselves in possession of a wholesale distribution authorization or who are authorized or entitled to supply pharmaceutical products to the public according pursuant to applicable national law.

2. Offers.

2.1 Each offer or quotation made by or on behalf of Amstelfarma does not bind Amstelfarma except when and in as far as the parties have agreed otherwise in writing.

2.2 Price lists, brochures, catalogues, folders and other information provided by or on behalf of Amstelfarma are shown or provided as reference only. The products to be supplied may differ from those shown in the brochure or other information of Amstelfarma.

2.3 All price lists, brochures, catalogues, folders provided in connection with an offer or quotation and all associated (technical) information provided in the form of designs, drawings or other illustrations, models, samples, tables, schedules, etc. and all other data and information provided, remain Amstelfarma's Intellectual Property. The Other Party is expressly forbidden to copy and/or sell any material, data or information of Amstelfarma and/or to make it known to third parties and/or to allow it to be used by third parties. The use of this material, data and information remains strictly limited to use by the Other Party within the framework of the order given to Amstelfarma. All the material, data and information meant here must

be returned immediately to Amstelfarma at the first request from Amstelfarma and in any case upon termination of an agreement with Amstelfarma.

2.4 The Other Party will be charged for extra copies of standard documents and other documentation of Amstelfarma.

2.5 Any prices specified are only valid for the quantities offered.

2.6 Any additional condition, including the Other Party's purchase conditions, shall not form part of the conditions of an offer or quotation and/or agreement and shall not be binding for Amstelfarma, unless Amstelfarma has accepted such condition(s) in writing.

3. Realization and content of an agreement.

3.1 An agreement between Amstelfarma and the Other Party is realized at the moment that Amstelfarma, in writing, confirms the acceptance of an order from the Other Party. The scope and content of the agreement is to be found in the written confirmation of Amstelfarma.

3.2 If an offer or quotation of Amstelfarma contains a binding time period for the offer, the agreement is realized the moment the offer or quotation is accepted within the specified time limit by the Other Party. Acceptance of an offer or quotation of Amstelfarma after the indicated period for acceptance does not bind Amstelfarma unless it confirms the acceptance in writing.

3.3 An agreement only binds Amstelfarma when the written confirmation meant in Clause 3.1 has been signed by one or more persons duly authorized to represent Amstelfarma. Any agreements or additions and/or changes, promises, etc., drawn-up or made by an employee or employees of Amstelfarma or by a representative, agent or other people who are not duly authorized to represent Amstelfarma, whether or not these are made in writing, do not bind Amstelfarma.

3.4 Any changes and/or partial cancellation or complete cancellation of an order by or on the request of the Other Party can only take place with the written permission of Amstelfarma and under the condition that activities already performed by Amstelfarma and reasonable costs incurred, such as preparation, storage and unpacking costs and exchange differences (if Amstelfarma has entered into a currency agreement with a bank or another third party in connection with the order), will be paid for, in full, by the Other Party, such with a minimum of ten percent (10%) of the order amount, plus VAT if applicable. In case of a change and/or partial cancellation requested by the Other Party, Amstelfarma is also entitled to pass on any related (extra) costs to the Other Party and to redetermine the delivery time. Any agreement with Amstelfarma may be terminated only (in Dutch: "opgezegd"), not dissolved (in Dutch: "ontbonden"). Amstelfarma shall not be obliged to repay any amounts received, regardless of the termination ground.

3.5 For activities where, because of their nature or size, no quotation or order confirmation is sent, the agreement will be realized at the moment Amstelfarma or someone on behalf of Amstelfarma actually begins to carry out the agreement and, in such cases, the invoice will be considered as the order confirmation and is deemed to correctly and completely represent the agreement.

3.6 Amstelfarma is at any time entitled to demand the provision of sufficient security from the Other Party regarding timely settlement by the Other Party of its payment obligations and other obligations. Failing such security, Amstelfarma is entitled to suspend or terminate the execution of its obligations without any compensation being due.

3.7 Amstelfarma is authorized to make use of third parties for the execution of the agreement; the costs involved will be passed on to the Other Party in line with the quotations provided.

3.8 Amstelfarma will be entitled by notice to the Other Party, to cancel or refrain from any offer, quotation or agreement in circumstances where it becomes impractical, unfeasible or uneconomical for Amstelfarma to carry out the agreement at the offered rate. In such case the Other Party will have no claim against Amstelfarma as a result of canceling or refraining from the offer, quotation and/or agreement.

3.9 The Other Party shall timely arrange all relevant licenses, permits and/or product registrations needed to enter into the agreement with Amstelfarma and/or import the products in the countries of destination.

4. Prices.

4.1 Except when and in as far as binding prices apply, all price lists, offers, quotations and other price communications are without obligation.

4.2 Except when otherwise explicitly notified in writing, prices are:

- based on purchase prices, wage rates, wage costs, social security and government costs, transport costs, insurance premiums and other costs prevailing on the last day of the offer or quotation's validity term as indicated therein or otherwise, ultimately fourteen (14) Days from the offer or quotation date;
- based on FCA Vuren, the Netherlands delivery from Amstelfarma business premises in the Netherlands as meant in the applicable Incoterms;
- exclusive of VAT, import duties and other taxes, levies and duties;
- exclusive of the costs of packing, loading and unloading, transport and insurance;
- exclusive the costs of third parties (unless specifically mentioned) engaged in the performance of the agreement;
- exclusive of the costs of assembly, installation and commissioning unless otherwise explicitly stated;
- in the event of transport arranged by Amstelfarma, exclusive of potential cost of detention and demurrage

4.3 Unless specifically expressed otherwise, prices will be in Euros (EUR) .

4.4 In every case prices are stated or agreed upon under the condition that changes in exchange rates will be passed on if the official exchange rate at the moment of delivery deviates by more than 2 % from the exchange rate on the date when the offer or quotation was made, the latter exchange rate parity being considered as 100.

4.5 If there is an increase in one or more of the factors determining the cost price (including but not limited to one or more of the factors set out in Clause 4.6) then Amstelfarma is entitled to increase the order price accordingly, on the understanding that any future price increases which Amstelfarma is aware of on the date of the order confirmation should be specified on this order confirmation.

4.6 Amstelfarma may adjust the price or (partially) dissolve the agreement in case any factor justifying that might occur. Factors could be, but are not limited to; increase of price of starting material, API (active pharmaceutical ingredients), excipients, packaging material, transport costs, labor, production costs, taxes and import duties, currency exchanges etc. For orders or deliveries under a specified amount, Amstelfarma is entitled to pass on an amount covering the administrative costs to the Other Party.

4.7 If the Other Party has not reacted and/or protested against an action initiated by Amstelfarma as under 4.5 or 4.6, within seven (7) Days after receipt of such communication, parties shall be deemed

to have agreed on the price adjustment as communicated by Amstelfarma.

5. Risk of transport.

5.1 Unless specifically agreed otherwise in writing, all transport and delivery will be FCA as meant in the Incoterms 2020 from Amstelfarma business premises in Vuren, the Netherlands.

6. Delivery and delivery time.

6.1 Delivery periods are based on agreements made by parties. These are indications only and have no fatal effect, unless agreed otherwise. In case Amstelfarma has requested pre-payments, bank guarantees or other security, and those have not reached Amstelfarma at the agreed time, Amstelfarma is entitled to suspend its obligations and adjust the delivery period accordingly.

6.2 Except when and in as far as it has otherwise been agreed in writing and without prejudice to the provisions in Clause 5 about the transfer of risk and the provisions in Clause 10 about retention of title of ownership, the moment of delivery is the moment that the goods are made available to the Other Party.

6.3 For countries and/or projects which require a green light procedure, Amstelfarma will grant a maximum free storage period of 7 Days from the moment the goods are reported ready and corresponding documentation has been supplied. In case dispatch or collection is delayed for more than seven (7) Days (also in case a green light is not required), Amstelfarma will be entitled to charge the Other Party a reasonable storage fee which will be invoiced on a monthly basis. In case dispatch or collection is delayed for more than one (1) month (also in case a green light is not required), Amstelfarma is also entitled to invoice the goods, even if payment after delivery was agreed. Unless otherwise agreed in writing, these invoices must be paid within seven (7) Days.

6.4 The Other Party must report any shortages, defects and damage, in writing, directly to Amstelfarma within seven (7) Days of the delivery and if nothing is reported, then the goods will be regarded as having reached the Other Party in good condition, complete and without damage. Any hidden defects or shortcomings will have to be reported in writing within seven (7) Days from the moment of discovery or within seven (7) Days from the moment discovery should have taken place in reasonable circumstances. The Other Party is not entitled to any remedy, repair, replacement or compensation if it fails to timely report shortages, defects or damages.

6.5 Amstelfarma is entitled to make partial deliveries, which can be invoiced separately, and, when this occurs, the Other Party is obliged to pay these separate invoices in accordance with the provisions specified in Clause 16 of these Conditions.

6.6 Amstelfarma will try to observe the specified delivery time or delivery period as much as possible, yet will never be liable for delays. Exceeding a delivery time or delivery term does not give the Other Party the right to terminate or to dissolve the agreement or to refuse to pay for the goods.

6.7 If the Other Party does not observe an agreed call off period and does not (timely) order, purchase or collect the agreed amount of products and/or services, the Other Party is in default without a notice of default being required and Amstelfarma is entitled to invoice the Other Party for the goods in question and, furthermore, Amstelfarma is entitled to store these goods or ship them to the Other Party at its own discretion but wholly at the cost and risk of the Other Party. If the Other Party does not purchase or call off within

the agreed period, then Amstelfarma, at its own choice, can demand fulfilment by the Other Party or can (partially) dissolve the agreement, without prejudice to the right of Amstelfarma, in either case, to claim damages as well as its other rights. Unless a call off period is agreed upon, Amstelfarma is entitled to charge storage costs for any products that have not been collected by the Other Party within seven (7) Days of Amstelfarma confirming that the relevant products can be dispatched for transport.

6.8 Amstelfarma reserves the right to (a) within a reasonable tolerance range deviate from the agreed quantities for each type of good to be delivered or (b) to make changes to the (composition of) the goods to be delivered if required pursuant to applicable laws and/or regulations, thereby adjusting the price as applicable, without the Other Party being entitled to delivery or return of discrepancies between the agreed and delivered quantities or goods, nor to damages or to end the agreement.

7. Transport and packing.

7.1 Unless agreed in writing between the Other Party and Amstelfarma, the manner of packing, transport and shipment of the goods is a matter completely at the discretion of Amstelfarma and will be determined with the care which reasonably can be expected from Amstelfarma, this without prejudice to what is specified about the transport risk in Clause 5 of these Conditions.

7.2 Any specific wishes the Other Party may have with regard to packing and/or transport, including relocation within the company or company terrain, will only be honored if the Other Party pays the costs involved. Furthermore, Amstelfarma is entitled not to honor specific wishes from the Other Party with respect to packing and/or transport which have not previously been explicitly agreed on.

8. Force majeure (non-liable failing).

8.1 If Amstelfarma, as a result of force majeure, is prevented from fulfilling any of its obligations to the Other Party or if fulfillment is disproportionately expensive or complicated and in the judgment of Amstelfarma the force majeure is of a permanent or long-lasting nature, then the Other Party will, upon Amstelfarma's request agree to the (partial) dissolution of the agreement in accordance with the rule of law and any consequences thereof. The Other Party may not terminate the agreement, unless the force majeure condition has lasted more than one hundred and eighty (180) consecutive Days, it can demonstrate that timing of the delivery is of the essence and the force majeure condition is objectively likely to continue for another sixty (60) Days. In case of such termination, the Other Party is liable for damage suffered by Amstelfarma as a result of such termination and any termination is only applicable to products and/or services not already delivered.

8.2 If Amstelfarma, as a result of force majeure, is prevented from fulfilling any of its obligations to the Other Party or if fulfillment is disproportionately expensive or complicated and in the judgment of Amstelfarma the force majeure will be of a temporary or transitory nature, then Amstelfarma is entitled to postpone and/or cancel the execution of the agreement until the circumstance, cause or event causing the force majeure situation no longer arises. If performance of the agreement can take place and is desired by the Other Party, but against extra cost, Amstelfarma is entitled to claim these extra costs.

8.3 Considered as "force majeure" is each circumstance, cause or event, wherever it is occurring, appearing or arising which temporarily or permanently prevents the correct, complete and/or timely fulfillment of any obligation of Amstelfarma at the cost agreed upon or makes it impossible or unreasonably problematic, and each circumstance, cause or event which Amstelfarma, in all fairness, cannot be expected to prevent or which wholly or partially falls outside the sphere of influence of Amstelfarma or on which Amstelfarma can exercise no influence. The following, amongst other factors, are considered as circumstances, causes or events

resulting in force majeure: fire, explosion, lightning strike, ice break-up, low water, high water, tidal wave, spring tide, flood, earthquake, natural disasters; storm, tornado, cyclone, snow, frost and other weather conditions; strikes, work stoppages, excessive (sickness) absenteeism of personnel, labour unrest, lock-outs, boycotts; war (declared or not), international conflict, mobilisation, siege, besieging, aggression of hostile power, blockade, molestation; riots, revolution, social unrest, terroristic acts; governmental actions and/or (change in) regulations which prevent, delay or otherwise hinder the fulfillment of obligations; lack of transport resources; unavailability of any eligible transportation routes or means of transport; disturbances or interruptions in the provision, delivery or availability of energy; import problems; disturbances or interruptions in or of the functioning of any public utility; disturbances or interruptions or ending of the supply of materials, disturbances or delay in or of, or interruptions or ending of the supply of parts, spare-parts and other articles; software hacks or failures, malware; non-fulfillment of obligations by a debtor, supplier or other type of contract partner of Amstelfarma (including the non-fulfillment of obligations by one or more third parties); technical disturbances and/or faults, delays, disturbances or interruptions to or with the repair of machines, material, equipment, tools and/or instruments; serious illness and illnesses of an epidemic or pandemic character.

8.4 The results of the circumstances, causes or events meant in Clause 8.3 are also considered as "force majeure".

8.5 Amstelfarma will inform the Other Party as soon as possible of any force majeure it is confronted with. Delays, default, dissolution or other termination of the agreement due to force majeure will never entitle the Other Party to compensation.

8.6 If Amstelfarma, as a result of force majeure, is prevented from fulfilling its obligations with regard to one or more third parties but not its obligations with respect to the Other Party then Amstelfarma is entitled to decide itself which of the obligations will be fulfilled and for which other party or parties, as well as the agreement order in which they will be fulfilled.

8.7 Amstelfarma is entitled to demand payment for all activities performed by or on behalf of Amstelfarma in the execution of the agreement with the Other Party before the force majeure circumstance, cause or event appeared or emerged. In addition, Amstelfarma reserves the right to invoice the reasonable additional costs caused by the force majeure condition, such as costs for transport and storage, demurrage, standing fees, insurance, removal.

9. Guarantee.

9.1 With due observance to the provisions specified elsewhere in these Conditions, Amstelfarma guarantees that upon delivery, the product is free from major defects in material and design and satisfies requirements of quantity and quality as shown on the written order confirmation and the applicable product specifications. A guarantee for goods purchased by Amstelfarma from a third party is only given for and insofar as it is given by the original manufacturer(s). All other (implied) guarantees or warranties are expressly excluded, unless explicitly agreed otherwise in writing with the Other Party.

9.2 Faults in any goods supplied which fall under the guarantee will, exclusively at the discretion of Amstelfarma, be rectified (repaired) or the goods will be replaced if the faults, in the opinion of Amstelfarma and/or the manufacturer, are attributable to construction faults or faults in or any shortcomings of the materials used as a result of

which the goods are unusable by the Other Party for the purpose for which they are can reasonably be thought of as intended. These are the only remedies of the Other Party for breach of the guarantee, Amstelfarma is never liable for additional compensation or other costs, such as costs of installation made by the Other Party.

9.3 Goods that fall under the guarantee must, at Amstelfarma's request, be sent carriage-paid to Amstelfarma. If guarantee work is to be performed outside its own company then Amstelfarma is entitled to pass on the connected travel costs and expenses to the Other Party as well as any (special) costs of transport, packing and insurance and the costs of any testing equipment and materials used. If, in the opinion of Amstelfarma, the goods tendered for replacement or repair exhibit no faults then all costs made will be passed on to the Other Party, also during the period under guarantee.

9.4 All guarantee agreements lapse if the Other Party itself makes changes and/or repairs to the product or allows them to be made, or if the product has not been or is not being used or treated exactly according to the supplied or applicable (manufacturers) directives or other instructions, or stored or used in an unsuitable location or is being used or treated injudiciously in any other way, or if a software change has been made in or with regard to the product supplied by a party other than Amstelfarma, or if the product supplied has been or is being used in a way which Amstelfarma in all reasonableness could not have expected, and in any case 12 (twelve) months after the moment of delivery, or the shelf life of the specific goods if this is indicated in the agreement.

9.5 If the Other Party does not fulfil one or more of its obligations then Amstelfarma is released from its guarantee obligations.

9.6 All advice, assistance and other information on the use of the products are provided in good faith, but Amstelfarma does not warrant the correctness and/or completeness thereof. Any services purchased by the Other Party will be performed in a good and workmanlike manner. The only remedy with respect to services not meeting the quality agreed upon will be, that Amstelfarma uses its reasonable commercial efforts to reperform such services, in each case, the Other Party must notify Amstelfarma in writing within seven (7) Days after performance of the relevant services.

10. Right of retention and retention of title.

10.1 If and as long as the Other Party has not satisfied its obligations towards Amstelfarma then Amstelfarma has the right to retain all goods in its possession which have come from the Other Party or have come on behalf of the Other Party, no matter the origin or reason.

10.2 Amstelfarma is obliged to administer the goods meant in Clause 10.1 or to allow them to be administered in accordance with commercial practice but the Other Party has no right to press for damages or compensation if the goods have completely or partially perished or been lost and/or been damaged when this is not the fault of Amstelfarma, and, furthermore, the risk associated with these goods remains with the Other Party.

10.3 All the goods supplied by or on behalf of Amstelfarma remain the property of Amstelfarma until the moment that the Other Party has paid the goods in full, as well as any costs for work (to be) performed in relation to the goods and claims resulting from breach by the Other Party of its obligations.

10.4 With the respect to the goods that fall under the retention of title set out in Clause 10.3, the Other Party is obliged to hold these goods separately from other goods in such a way that they can easily and clearly be identified as goods of Amstelfarma and the Other Party is not entitled to give these goods in pledge or give them in security in another manner. If a third party claims such goods, the Other Party shall notify Amstelfarma thereof in writing immediately and shall, in as far as legally possible, keep the goods in its custody in proper and effective storage until the moment Amstelfarma has given its consent to hand over the goods to the third party.

10.5 Without affecting Amstelfarma's other rights, Amstelfarma is entitled to take back the goods that fall under the retention of title in case of non-timely payment by the Other Party, or if this is foreseeable, if the goods are seized, if the Other party requests for or is granted moratorium of payment or declared bankrupt. Each order pursuant to which the relevant goods were supplied shall be dissolved. The Other Party hereby gives Amstelfarma the irrevocable and unconditional consent and power of attorney (which can be delegated) to access all those places where the relevant goods are located.

11. Liability.

11.1 Except when and in as far as something else might otherwise ensue from the provisions of imperative law concerning (product) liability and except in case of intent or gross negligence of the higher management of Amstelfarma, Amstelfarma is not liable for damage, of whatever nature, to any movable or immovable good or to any person resulting from the supply, transport, use or storage of any products supplied by or on behalf of Amstelfarma. No (legal) person working for Amstelfarma (whether an employee or not) in relation to the agreement can be held directly liable by the Other Party or any other person or party.

Amstelfarma, in every case, is not liable for damage or loss directly or indirectly caused by:

- injudicious use of the product supplied or its use for a purpose other than what reasonably could be considered suitable for, or its use for a purpose other than what, to objective standards, it is suitable for, or its use for any other purpose than what Amstelfarma reasonably could have imagined that it should be used for;
- careless conduct by the Other Party, of the personnel of the Other Party or anybody hired by the Other Party, or any other person on the part of the Other Party;
- infringement of any Intellectual Property rights which is the direct or indirect result of the use and/or application and/or publication or replication of information and/or data provided by or on behalf of the Other Party such as descriptions, drawings, models, designs, etc.

11.2 Except in the event of intent or gross negligence by the higher management of Amstelfarma, Amstelfarma is not liable for any damage which is caused by or is the result of any service performed by or on behalf of Amstelfarma.

11.3 With respect to any advice provided, Amstelfarma is only liable for normally foreseeable and avoidable shortcomings in the advice, on the understanding that this liability never exceeds the amount agreed upon and received for the advice.

11.4 Any liability on the part of Amstelfarma is at all times limited to directly caused damage and is at all times limited to the amount, in each case, paid out by the liability insurer of Amstelfarma; if necessary, and at the request of the Other Party, Amstelfarma will provide information about the amount insured. If Amstelfarma has no liability insurance, then any liability on the part of Amstelfarma is at all times limited to the net amount invoiced for the specific task, shipment or circumstance in question.

11.5 Settlement of the prevailing guarantee obligations and/or the pay out by Amstelfarma's insurer or payment by Amstelfarma (with due observance of the maximum amount meant in Clause 11.4) of the assessed damage is to be regarded as the only and complete compensation. For the remainder the Other Party indemnifies Amstelfarma explicitly and completely.

11.6 Without prejudice to the provisions otherwise specified in this Clause, every claim for damages lapses one (1) year

after the damage has manifested itself or has been discovered or has been recognized or reasonably could have been expected to have been discovered or recognized, and, in all cases, ultimately two (2) years after delivery.

11.7 With respect to goods for which Amstelfarma has involved third parties, the applicable (contract and/or guarantee) provisions applying to the respective transaction are also valid for the Other Party if and in as far as Amstelfarma wants to make use of them.

12. Claims.

12.1 Without prejudice to the provisions in Clause 6.4 of these Conditions, any claims with respect to the products can only be handled if they are received in writing by Amstelfarma within seven (7) Days of the delivery. Claims for hidden damages or losses should be reported to Amstelfarma in writing (giving a clear description of the claim or defect) within seven (7) Days after discovery or the moment the damages or losses should reasonably have been discovered and in any event within thirty (30) Days after arrival of the product at the Other Party's designated location. For hidden faults, claims are only possible within the guarantee period.

12.2 Claims can only be handled when the nature and grounds for the complaints are accurately stated, and the Other Party makes a sample of the concerned product(s) and/or batches available for Amstelfarma at its request and provides other cooperation and information as reasonably requested by Amstelfarma to verify the claim. If the parties cannot come to an agreement on the claim, an independent third party (e.g. a laboratory) will be appointed by the parties to verify the claim.

12.3 Claims regarding invoices must be lodged in writing with Amstelfarma within seven (7) Days of the date of the invoice.

12.4 If within the applicable time period no claim is made or no claim is made in the required manner or if the Other Party puts the products into operation, then the delivery will be considered as completely satisfying the agreement and to be unconditionally accepted and approved by the Other Party. An invoice against which no claim has been lodged in the required manner within the period of seven (7) Days specified in Clause 12.3 will be regarded as having been unconditionally accepted and approved by the Other Party.

12.5. If a claim with regard to products supplied by Amstelfarma is found to be legitimate then Amstelfarma may at its discretion choose to replace or repair or credit the unsound products, the Other Party having no right to any other compensation.

12.6 Lodging a claim never discharges the Other Party from its (payment) obligations towards Amstelfarma, nor does it invoke a right to suspension of payment.

12.7 Returning the product supplied or any part thereof, for whatever reason, can only take place after the prior explicit written approval of Amstelfarma and with the mailing instructions of Amstelfarma, in absence of which damage to the products and all related costs, including shipment and storage costs are at the Other Party's expense.

12.8 The products subject to a claim may not be destroyed without Amstelfarma's prior explicit written approval.

13. Reporting Product Quality related issues (Pharmacovigilance -PV, Adverse Drug reactions, Side Effects, Recall).

13.1 The Other Party shall immediately notify Amstelfarma in writing of any incidents and/or serious side effects (this includes adverse events) that may occur with products supplied by Amstelfarma, as well as any complaints received from end users. For the reporting of such situations, reference is to be made to the form filled out, prior to the Other Party being accepted as an Amstelfarma client.

13.2 The Other Party shall report any Pharmacovigilance (PV) incident and/or adverse reactions to Amstelfarma and in addition the Other Party will report all observed PV cases to their national

regulators / health authorities, in compliance with national regulations.

13.3 The Other Party will provide Amstelfarma all reasonable support, related to any incident and/or side effect observed with respect to the relevant products. The Other Party in such case will provide all relevant information and documentation, enabling Amstelfarma to fully perform its obligations in informing all relevant authorities and other persons or parties, as applicable.

13.4 The Other Party agrees to assist Amstelfarma in carrying out a recall, if any. To that end the Other Party is obliged to keep adequate records for product traceability for a period of at least five (5) years after the date of sale, arrival in country and/or use of products supplied. The records should be adequate to perform a recall as per GDP requirements as laid down in the Model Quality Assurance System (MQAS), latest version published by the World Health Organization (WHO), as well as any other requirements applicable to the relevant products.

13.5 In the event of a recall the Other Party shall, without right for remuneration, render its full cooperation and follow all instructions provided in writing by Amstelfarma. Amstelfarma is, without any compensation being due, entitled to immediately stop the supply of any product that is under investigation of authorities or after incidents or complaints or another type of report that might cause such investigation.

13.6 Amstelfarma shall be obliged to compensate the Other Party only to the extent that the Other Party meets all requirements as per this Clause 13. Amstelfarma's liability, in the event of a recall will in any event (and without prejudice to the limitations provided in Clause 11) be limited to the value of the affected products or replacement of such products, this solely at Amstelfarma's discretion. The Other Party will indemnify and hold harmless Amstelfarma from any damages and third party claims, including without limitation obligations towards third parties to reimburse damages on the basis of product liability, resulting from its breach of this Clause 13.

14. Permits, Use of Product etc.

14.1 The Other party is responsible for ensuring all permits, concessions, licenses, consents and so forth that might be necessary for the delivery by Amstelfarma of the products sold or for Amstelfarma to fulfill its obligations, are obtained on time and in the correct form; the costs associated with obtaining such permits, concessions, licenses, consents and so forth are to be borne by the Other Party.

14.2 The absence of any permits, concessions, licenses, consents and so forth as meant in Clause 14.1 will be considered as an attributable non-compliance on the part of the Other Party and the Other Party will not be released from any of its commitments towards Amstelfarma nor can it be a reason for the postponement of the fulfilment of any obligation the Other Party has towards Amstelfarma.

14.3 The Other Party shall, at Amstelfarma's first request, submit the permits, concessions, licenses, consents and so forth as meant in Clause 14.1 as well as any relevant documentation pertaining thereto, to Amstelfarma.

14.4 The Other Party will use the products supplied in accordance with Amstelfarma's (storage) instructions only.

14.5 If Amstelfarma supplies products under any of its Intellectual Property outside the European Economic Area to the Other Party, the Other party will not sell, trade or bring them in the European Economic Area or sell the relevant products to parties that will (or may in reason be expected to) sell them in the European Economic Area.

14.6 In case the products supplied are medicines, medical supplies and/or other products for which local product registration and/or product certification is required, the Other Party warrants that it is authorized to import/stock/distribute and/or sell such products in the country where the product is intended to be used.

14.7 The Other Party is liable for all damages, and will indemnify and hold Amstelfarma harmless from any and all damages and third party claims which directly or indirectly may be caused by a breach of this Clause 14 and/or any applicable rights of Amstelfarma regarding its products.

15. Intellectual Property Rights.

15.1 The Other Party will employ the software (in its widest sense), peripheral equipment, technical data, wiring and/or work plans, user and/or operating instructions, drawings and all other essential documentation and other data and information supplied by or on behalf of Amstelfarma only for its own (internal) use and will not in any way pass it on or sell or make it available to third parties nor allow any third party to use it.

15.2 If in the unlikely event that a good sold by Amstelfarma to the Other Party in the Netherlands infringes a third party Intellectual Property right and the Other Party is held liable, then the Other Party is obliged at once to inform Amstelfarma in writing of the situation and Amstelfarma can then choose either to procure the right to be able to use the good, or to provide a replacement good which does not infringe the third party right, or, once the Other Party has returned the good, refund the purchase price to the Other party after subtraction of reasonable compensation to cover the period when the good was available to the Other Party. Amstelfarma is in such case also entitled to withdraw from any future obligations to deliver or supply the products or services that (are deemed to) infringe third parties rights and to amend the price accordingly without any compensation being due to the Other Party. With regard to infringements of Intellectual Property rights outside the Netherlands the Other Party can make no claim or demand whatsoever against Amstelfarma.

15.3 The Other Party indemnifies and holds harmless Amstelfarma with regard to the infringement of Intellectual Property right or any other exclusive right which is the result of any change in or to a good sold or supplied by or on behalf of Amstelfarma or in the use or application of such a good which is different to that which Amstelfarma could have expected or assumed, or which is the result of its integration, use or application in combination with other goods not sold or supplied by or on behalf of Amstelfarma, or which is the result of a software amendment not made by Amstelfarma.

15.4 The Other Party will fully respect all Intellectual Property rights of Amstelfarma and acknowledges that these rights are and will remain Amstelfarma's property. The Other Party shall not register or attempt to register any of Amstelfarma's Intellectual Property in its own name and it will immediately inform Amstelfarma if it becomes aware of any infringement of those Intellectual Property rights.

16. Payment.

16.1 Unless agreed otherwise in writing, payment, net cash, must be made within the payment term indicated on the invoice, in absence of which the payment must be made within thirty (30) Days of the invoice date; in both cases, payment must be made without deduction, discount or bank charges via a deposit or funds transfer into the bank account indicated by Amstelfarma, but in any case on or before delivery. The date on Amstelfarma's bank statement when the payment is recorded as received applies as the date on which the payment has occurred.

16.2 Amstelfarma reserves the right to, before delivery of products and/or services, require advance payment, a down payment, a letter of credit, a bank guarantee (deemed acceptable by Amstelfarma's banker or a Amstelfarma appointed expert) and/or another form of security, and/or request for payment within a shorter period, in

absence of which Amstelfarma is entitled to (partially) dissolve or otherwise terminate the agreement, in which case the Other Party shall be liable for the damage resulting from such termination (of whichever kind).

16.3 If advance payment has been agreed with the Other Party, Amstelfarma shall keep stock reserved accordingly for seven (7) Days until the advance payment is received. Amstelfarma reserves the right to cancel the agreement, without being obliged to perform the agreement and without being liable, if payment is not made within this term.

16.4 Unless agreed otherwise in writing with Amstelfarma, the Other Party must itself pay the invoice. Should the parties have agreed that a third party will make the payment, Amstelfarma reserves the right to claim payment from the Other Party if such party fails to timely pay the invoice.

16.5 Each payment by the Other Party will be used first for the settlement of any interest due and for any collection and administration costs and, after that, for the settlement of any open claims in order of age beginning with the oldest.

17. Delay; interest and costs.

17.1 The Other Party will be liable for ensuring that a payment or the settlement of any other obligation occurs on time without the need for a reminder, summons or in default declaration.

17.2 If Amstelfarma does not timely receive a payment due from the Other Party then, beginning from the day on which the payment should have been made, Amstelfarma reserves the right to charge the Other Party interest at a rate equal to the commercial statutory interest in the Netherlands or one percent (1%) per month, whichever is higher, such without prejudice to any further rights Amstelfarma has; when calculating the interest owed, months started but not completed will count as whole months.

17.3 All the legal extra-judicial and judicial (including administration) costs incurred by Amstelfarma to collect the invoice amount as well as any damages ensuing from non-payment, including the costs incurred by Amstelfarma for legal aid and legal advice are to be borne by the Other Party. The extra-judicial collection costs amount to 15% of the amount to which the Other Party is indebted inclusive of any interest due, without prejudice to the right of Amstelfarma to claim damages from the Other Party for the actual collection costs made if these are more than the 15% specified.

18. Ending an agreement.

18.1 In the case of non-observance ("niet-nakoming") by the Other Party, if it concerns a non-observance that can be remedied: if this is not immediately remedied at the request of Amstelfarma, Amstelfarma will be entitled to suspend its obligations and/or to (partially) dissolve or otherwise terminate the agreement without judicial intervention and without prejudice to Amstelfarma's other rights, including the right to claim damages, to invoke its rights resulting from ownership retention, and to take other (legal) steps, and without prejudice to the right of Amstelfarma to demand fulfillment (with compensation) of the agreement instead of its termination. If it concerns a non-observance that cannot be remedied, Amstelfarma has the right to end the agreement without a request to remedy the non-observance being required.

18.2 Amstelfarma may dissolve or otherwise terminate the agreement with the Other Party with immediate effect if:

a. the Other Party is declared bankrupt, goes into administration, presents a request for suspension of payment, or if the Other Party (temporarily or definitely) is

granted a suspension of payment or if there is a seizure of the total assets of the Other Party or a part thereof;

b. the Other Party, when this is a natural person, dies or is placed under guardianship or if the merchandise of the Other Party is put under administration;

c. if the Other Party, when this is a legal person, goes into liquidation or if a claim for the dissolution of the Other Party is made or a dissolution decision with respect to the Other Party has been or is taken.

18.3 If an agreement pursuant to this Clause is dissolved or otherwise terminated then the amount the Other party owes to Amstelfarma at the moment of dissolution or other termination remains fully indebted and the Other Party will be liable to pay interest and costs in relation to such termination, without prejudice to the right of Amstelfarma to demand damages or any other rights due to Amstelfarma.

18.4 Dissolution or other termination of the agreement by Amstelfarma does not oblige it to pay any damages, and is without limitation of its other termination rights pursuant to applicable law.

18.5 Provisions from these Conditions that, by their nature are meant to survive the end of the agreement, as well as provisions that are used to interpret these Conditions, shall not lose effect after termination of the Agreement.

20. Confidentiality.

20.1 The Other party is bound to confidentiality regarding all information and data received from Amstelfarma. Information and data shall be deemed to be confidential if so labeled by Amstelfarma or if such confidentiality ensues from the nature of the information and/or data, and in any event information as referred to in article 11 and 15. All prices invoiced by Amstelfarma are in any case confidential.

20.2 Article 20.1 shall not apply to information that is in the public domain and/or the Other Party has lawfully obtained, other than through Amstelfarma, or if the Other Party is required to disclose such information pursuant to a statutory regulation, an order from a government authority or in the context of performance of its obligations under the agreement.

21. Applicable law and jurisdiction.

21.1 The laws of the Netherlands are applicable to all offers, agreements, deliveries and services produced or brought out, entered into, performed or executed by or on behalf of Amstelfarma as well as the ensuing legal relationship and these Conditions. The applicability of the treaty of the United Nations concerning international trade agreements relating to movable goods (Vienna Trade Treaty) is excluded.

21.2 All disputes, also including those which are only considered as such by one party, resulting from or connected with an agreement to which these Conditions are applicable or the execution thereof and which cannot be solved amicably, will be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, to the extent not dictated otherwise by applicable statutory provisions. For the avoidance of doubt, it is noted that 'all disputes' also comprises all claims, controversies, and disagreements. The place of arbitration will be Amsterdam, the Netherlands.

22. Other provisions.

22.1 Amstelfarma is entitled to amend these Conditions, which shall take effect on the announced effective date, with respect to any new agreements concluded between Amstelfarma and the Other Party. If, in deviation of the foregoing, Amstelfarma indicates that the amended Conditions also apply to ongoing agreements, then, provided the amendment is not mandated by an amendment in any laws and/or regulations applicable to the products and/or services and/or in the contractual relationship with a main supplier, the Other

Party may object to this within 10 (ten) Days after the effective date. If the Other Party timely objects, Amstelfarma shall be entitled to either not apply the amended Conditions to ongoing agreements or allow the Other Party to terminate the ongoing agreement, which the Other Party must do within 5 (five) Days after the notified decision, in absence of which Amstelfarma may end the agreement. If so indicated by Amstelfarma, the agreement shall have ended with retrospective effect until the amendment's effective date.

22.2 The Other Party gives its prior consent for the transfer Amstelfarma's rights and/or obligations ensuing from any agreement, including from these Conditions, to a third party in the context of a transfer of its business. The Other Party may not transfer its rights and/or obligations ensuing from any agreement, including from these Conditions, without Amstelfarma's prior written consent.

22.3 Invalidity of a provision in these Conditions does not affect the validity of the other provisions. In that case, the invalid provision will be replaced by a new provision that corresponds as closely as possible to the invalid provision in terms of content, scope and purpose.

22.4 Failure by Amstelfarma to demand performance of any provision of an agreement and/or these Conditions does not affect the right to demand performance of the other provisions, unless Amstelfarma has explicitly agreed to the non-performance in writing.

22.5 Article 6: 227b paragraph 1 of the Dutch Civil Code does not apply and the Other Party waives its right to dissolution or annulment under Article 6: 227b paragraph 4 and / or paragraph 5 of the Dutch Civil Code as well as Article 6: 227c paragraph 2 and / or paragraph 5 Dutch Civil Code.

22.6 If the Other Party is established outside the Netherlands, the Other Party acknowledges that articles 6:232 and 234 of the Dutch Civil Code apply.