

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR DSM ANTI-INFECTIVES SWEDEN AB

1. General

- 1.1 In these General Terms and Conditions of Purchase PURCHASER is understood to be DSM Anti-Infectives Sweden AB.
- 1.2 These General Terms and Conditions of Purchase apply to every legal relationship, in which PURCHASER acts as (potential) purchaser of goods and/or services or as party putting out work to contract.
- 1.3 Applicability of general terms and conditions, if any, used by the other party herewith explicitly is rejected.
- 1.4 Deviations from these General Terms and Conditions of Purchase or from the agreement to which these General Terms and Conditions of Purchase have been declared to apply can only be made in writing.

2. Orders

- 2.1 Orders are only binding for PURCHASER in as far as they have been given or confirmed by PURCHASER in writing.
- 2.2 An offer in whatever form, made by the other party to PURCHASER shall be considered an irrevocable offer with respect to the prices, quantities, times of delivery and other essential parts of the agreement.
- 2.3 PURCHASER is entitled to revoke an order that has not been accepted by the other party within 8 days after the date of the order by signing and returning of the order form by PURCHASER, or, if no order form has been made available, if it has been otherwise accepted.

3. Prices

All prices are fixed and apply free of charge, cleared, place of destination, unless parties have otherwise agreed in writing.

4. Delivery

- 4.1 In the case of transportation of goods the other party is obligated to ensure that these goods have been packed properly and have been secured in such a way, that the goods reach the place of destination in good condition.
- 4.2 The other party is obligated to ensure that the transportation, the packaging and the delivery of dangerous substances will take place in conformity with the legal prescriptions.
- 4.3 The other party is obliged to strictly observe the term of delivery agreed upon.
- 4.4 Without prejudice to the provisions in the previous paragraph the other party is under the obligation to notify the PURCHASER forthwith of any delay of expected delay in the execution of the agreement.
- 4.5 Deliveries for the point of time agreed upon, for which PURCHASER has given no prior written permission, can be returned without prior notification at the risk and for the account of the other party.

5. Ownership and risk

The ownership and risk of the goods purchased is passed down to PURCHASER, as soon as the PURCHASER has accepted receipt of the goods. In the case of complaints by PURCHASER the risk of the goods involved again rests with the other party from the date of the notification in question to the other party.

6. Conformity

- 6.1 The other party guarantees that the goods delivered are in all respects in conformity with the agreement and are suitable for the use aimed at by PURCHASER, in as far as this use is or could in fairness have been known to the other party.
- 6.2 PURCHASER is not under the obligation to hold or have held an entry check on the goods delivered. Not holding (having held) such an entry check in no manner limits PURCHASER's right to complain nor any other rights belonging to PURCHASER. If goods delivered are not in conformity with the agreement, PURCHASER will notify this to the other party within adequate time after the establishment of this.
- 6.3 Payment of the goods delivered never means renouncement of the right to complain or of other rights of PURCHASER.
- 6.4 The other party guarantees that the goods delivered and the use thereof, in as far as this use has been agreed upon or can be in fairness foreseen, does not infringe upon any existing industrial or intellectual right of property with a reach of protection that explicitly includes these goods or this use, and indemnifies and holds PURCHASER harmless from any liability arising thereunder.
- 6.5 If the goods delivered deviate from the agreement and the other party, after having received a notification of default, has not remedied the defects established within the term stipulated for this by PURCHASER, PURCHASER is entitled to bring or have brought the delivered goods in the condition agreed upon at the expense of the other party.

7. Inspection

- 7.1 PURCHASER is entitled to inspect the goods purchased at the work site(s), business space and/or offices of the other party. If the other party engages third parties for the execution of the agreement, it shall be obliged to see to it that PURCHASER has the same authorization to inspect to check the execution of that which has been agreed towards those third parties.
- 7.2 If PURCHASER before the moment of delivery establishes as the consequence of any investigation, that the goods to be delivered are or will not be in conformity with the agreement, and PURCHASER informs the other party of this, the other party should take all measures necessary to as yet perform its obligations from the agreement.
- 7.3 The previous paragraph leaves intact the right of PURCHASER to reject the goods delivered and/or to be delivered by the other party.

8. Dissolution

- 8.1 If the other party does not perform, not properly perform or untimely performs his obligation, PURCHASER is entitled to fully or partially cancel the agreement, without any compensation with respect to this being owed to the other party.
- 8.2 In the case of cancellation PURCHASER has the right:
- to return the goods already delivered to the other party at the risk and for the account of that other party;
 - to get compensation from the other party for the costs incurred with respect to the checking on the execution of the agreement;
 - to get compensation for the additional expenses from the other party that PURCHASER in fairness has to make for replacement of the goods that were not received or kept by PURCHASER.
- 8.3 The above leaves intact the right of PURCHASER on full compensation for the damages suffered or still to be suffered by him.
- 8.4 In the case of force majeure or if a petition for suspension of payments or bankruptcy has been filed with respect to the other party, PURCHASER has the right to fully or partially cancel the order or to suspend it, without the other party being allowed to claim any right on compensation for damages, costs or interests for that reason.

9. Liability

- 9.1 The other party is liable towards PURCHASER and later buyers or users of the goods delivered (whether processed or not) for all damages, costs etc. that will be suffered by them as a consequence of the non-performance, untimely and/or improper performance of any obligation of the other party towards PURCHASER or such later buyers or users, except to the extent that such damages, costs etc. is caused by PURCHASER's willful misconduct or gross negligence. The other party shall indemnify PURCHASER against all claims that will be filed against PURCHASER with respect to this, including infringement of intellectual property or claim thereof.
- 9.2 If the other party should execute activities in the fields of PURCHASER during the execution of the agreement, the other party is liable for damages caused by employees and/or assisting persons of the other party in these fields.
- 9.3 The other party shall strictly observe the business regulations applying, including the safety prescriptions of PURCHASER.

10. Payment

- 10.1 Payment of the goods delivered shall take place in conformity with the payment conditions as stipulated in the agreement.
- 10.2 If no payment term has been agreed upon, a term of 60 days applies after receipt of the invoice of the other party. Payment terms exclusively mentioned on the invoice, are not considered payment terms agreed upon.

11. Transfer

The other party is entitled to transfer to third parties the rights and obligations from the agreement, to which these General Terms and Conditions of Purchase apply, only after having obtained written permission from the PURCHASER and provided that these third parties guarantee to comply with all rights and obligations.

12. Disputes

- 12.1 Swedish law applies to all legal relationships to which these General Terms and Conditions of Purchase apply, and also to all further legal relationships that result from these.
- 12.2 The provisions of the Uniform Act with respect to the international purchase of moveable physical property (LUVI, The Hague, 1 July 1964) and the United Nations Treaty with respect to International Purchase agreements (CISG, Vienna 11 April 1980) do not apply.
- 12.3 All disputes that cannot be solved by amicable settlement, will be solved, with due observance of the legal provisions on this, by the Competent Court within the District of Stockholm.