

Fujirebio Europe NV
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RPR Gent

GENERAL TERMS AND CONDITIONS OF SALE

1. IN GENERAL

Unless expressly stated otherwise, the present General Terms and Conditions of Sale shall apply to any and all sales by Fujirebio Europe NV (“**Seller**”) of goods or services (“**Products**”) to a purchaser (“**Purchaser**”). The General Terms and Conditions of Purchase of the Purchaser are hereby explicitly excluded.

2. ACCEPTANCE

Purchaser’s purchase order (“**Purchase Order**”) shall be binding upon Seller upon receipt thereof by the Seller, unless Seller informs Purchaser by mail, fax, e-mail or any other (electronic) communication tool of the contrary. A binding Purchase Order as used here above shall mean that Seller accepts delivering the Products to Purchaser under the present Terms and Conditions of Sale. If Seller does not receive written notice to the contrary, Purchaser accepts without any reservations that Seller delivers the Products to Purchaser under the present Terms and Conditions of Sale. Once accepted by Seller, the Purchase Order cannot be cancelled or modified by Purchaser unless Purchaser fully compensates Seller for any damage, expense or loss incurred by Seller resulting directly from such cancellation or modification.

3. DELIVERY

Unless expressly stated otherwise, the delivery date(s) set out in the Purchase Order is only indicative and are subject to change. Seller shall not be liable and shall not indemnify Purchaser for any damage, expense or loss incurred by Purchaser resulting from a delay in delivery of the Products. Unless expressly stated otherwise, Seller shall deliver the Products ex-works (latest version of the ICC Incoterms) Seller’s warehouse in Zwijnaarde (Belgium). Standard, all frozen Products shall be shipped on dry ice. Title to the Products shall pass to Purchaser upon full payment of the price of the Products.

4. INSPECTION

Purchaser shall inspect the Products upon delivery. No claim for defective quality or shortage or excess in quantity of any individual shipment of Products shall be valid unless made by written notice given to Seller in the case of obvious defects within five (5) working days from the date of delivery, and in the case of hidden defects within three (3) months from the date of delivery. Such notice shall be accompanied by the proof of defectiveness. Provided Purchaser’s claim shall have been introduced within the time lines set forth in this Article 4, Seller shall at Seller’s expense make up for the shortage in quantity or replace the defective Products as soon as reasonably practicable. Defective Products and excess quantities of Products shall be returned to Seller at Seller’s expense and in accordance with Seller’s instructions.

5. PAYMENT

Unless expressly stated otherwise, Seller shall sell and Purchaser shall buy the Products specified in the Purchase Order at the prices agreed between the Purchaser and Seller in due time. Seller shall invoice the Products upon delivery thereof and shall address its invoices to the invoicing address specified on the Purchase Order. Unless expressly stated otherwise, payments shall be made within thirty (30) days date of the invoice. The introduction of a claim for defective quality or shortage or excess in quantity shall not entitle Purchaser to withhold payment of the corresponding invoice.

6. WARRANTIES

Seller represents and warrants that (i) the Products shall be manufactured in accordance with the applicable laws and regulations; and (ii) the Products delivered shall conform to the specifications set forth in the package insert of the Products. Seller makes no warranty of any kind, express or implied, except that the Products delivered shall be of a merchantable quality. Seller does not warrant that the sale or use of the Products delivered do not infringe any third party rights. Purchaser assumes all risks and liabilities for the use made of the Products by the Purchaser.

7. CONFIDENTIALITY

Purchaser shall keep strictly confidential and shall not disclose or use in any manner whatsoever any business, financial, scientific or technical information relating to Seller or Seller's affiliates to which Purchaser has access in the frame of the purchase of the Products from Seller without Seller's prior written consent.

8. NOTICES

All notices shall be in writing and shall be sent by registered (air)mail or fax to the other party's address as set out in the Purchase Order.

9. APPLICABLE LAWS AND JURISDICTION

The present General Terms and Conditions of Sale, as well as the sales agreement between the Purchaser and Seller shall be governed by the laws of Belgium, excluding the Vienna Convention on the International Sale of Goods of April 11, 1980. Disputes, if not amicably settled, shall be submitted to the courts of Ghent (Belgium).
