

EUROPHARMA CONCEPTS LTD

TERMS AND CONDITIONS

(GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF EUROPHARMA CONCEPTS LTD)

1. All sales and deliveries of Goods made by the Seller to the Buyer shall be made subject to these General Terms and Conditions (and those specific terms set out on the Order Confirmation) which shall together exclude and override any other oral or written representations, terms and conditions inconsistent with them which the Buyer might seek to impose even though such other representations, terms or conditions might be submitted in or with a later document or communication and

/ or purpose to exclude or supersede any representations, terms and conditions inconsistent with them. No variation of these General Terms and Conditions nor of those specific terms set out on the Order Confirmation shall be made (and if made shall not be valid) unless agreed in writing by the Seller. For the purposes of these General Terms and Conditions the following terms shall have the following meanings: the “Buyer” means the person who buys or agrees to buy any goods from the Seller; “Seller” means the company set out on front of the Order Confirmation or the invoice in relation to the Goods “Goods” means the goods (including any installment of goods or any part of them) described in an Order Confirmation; “Order Confirmation” means the written confirmation of the Order sent by the Seller to the Buyer “Order” means the order for goods made by the Buyer to the Seller.

2. Any quotations made by the Seller in respect of the sale and delivery of Goods is for information only and shall not constitute firm offer. Orders shall only be binding when an Order Confirmation has been sent by the Seller to the Buyer. The Buyer shall be deemed to accept these Terms and Conditions when an Order Confirmation has been sent by the Buyer to the Seller. The Seller’s sales representatives are not authorized to make any representation to promise on the Seller’s behalf in so far as set out on the Order Confirmation. If the Buyer makes any additions to or alterations in the order placed with the Seller, the Seller shall be entitled to reject such additions or alterations or to cancel the Order.

3. Delivery shall be made by the Buyer to the Seller to the address set out on the Order. The Buyer shall make all necessary arrangements to take delivery of the Goods whenever they are intended for delivery. The Seller shall not be liable for any loss or damage whatsoever and howsoever caused arising from delaying delivery of Goods.

4. If performance of any of the Seller’s obligations under any Order is prevented or impaired due to Force Majeure, the Seller shall have no liability to the Buyer, and the Seller reserves the right to terminate the Order in whole or in part or to postpone the delivery date by a reasonable period. For the purpose of these General Terms and Conditions, “Force Majeure” shall mean circumstances outside the Seller’s reasonable control including, but without limitation, labour disputes, blockade, political unrest, civil commotion, riot, war, accident, natural disasters, exposition, fire, damage by water, wind, climatic conditions or contamination, breakdown or plant, delay by suppliers, shortage of labour, power of materials and government interference. Where the Seller terminates an Order pursuant to this Condition, the Seller shall refund any payment which the Buyer has already made on account of the price (subject to deduction of any amount the Seller is entitled to claim from the Buyer) but the Seller shall not be liable to compensate the Buyer for any further loss or damages caused by the termination or any failure to deliver Goods arising out of it.

5.1 Payment shall be due in accordance with the terms of the payment stated overleaf (or, if none, upon delivery) and shall be deemed to fall if sooner upon the happening of any of the events specified in Condition 12. The price of the Goods shall be [as indicated in the Order Confirmation].

5.2 The Seller shall be entitled to charge interest at a rate of 1 percent per month on:

(i) All overdue payments

(ii) the price of any Goods of which the Buyer shall have failed to take delivery until the date it is delivered to the Buyer or otherwise disposed of.

5.3 Time of payment shall be the essence of the Contract.

5.4 The Buyer shall not be entitled for any reason whatsoever to withhold or set-off payment for Goods delivered.

6.1 The risk in the Goods shall pass to the Buyer when the Seller delivers the Goods in accordance with the terms here of to the Buyer or any other person to whom the Seller has been authorized by the Buyer to deliver the Goods whether expressly or by implications; thereafter the Seller shall not be liable for the safety of the Goods and the Buyer should therefore insure the Goods.

6.2 However, the Seller shall retain the Ownership of the Goods until the Seller has received payment in full for the Goods in accordance with the terms of the Order.

7.1 The Seller will, to the best of its abilities, advise the Buyer with respect of choice of Goods and, on request, supply material for testing. The Buyer shall, however, be responsible for testing and choice of Goods unless otherwise agreed in writing.

7.2 No representation, warranty or condition is given that Goods supplied are precisely identical to, or correspond with, any sample or test material that may have been supplied. The Goods shall be deemed to be delivered in accordance with the specifications set out on the Order Confirmation if its values are within the ordinary tolerance zones applicable in the industry or its corresponds to any special quality specifications that maybe agreed in writing. In particular the Seller reserves the right to deliver within the following tolerances: quantity: +/- 10% and print in conformity with the customary standard of the industry. Minor deviations from the approved colour or press proofs will not entitle the Buyer to a price reduction or to refuse acceptance.

8. The Buyer shall observe the storage conditions specified by the Seller in every respect. The Buyer shall, before Goods are used, carry out the appropriate testing of the Goods under realistic production conditions and shall suspend its use of the Goods immediately if the Goods are unsatisfactory.

9.1 The Seller shall have no liability of any nature to the Buyer for any loss or damage incurred or suffered by it howsoever caused arising directly or indirectly out of or in connection with the supply by the Seller of any Goods in excess of the amount of the price of the Goods paid by the Buyer to the Seller.

9.2 In the event that Goods fail to accord with the agreed specification set out in Condition 7.2, the Seller shall replace the Goods in question or of the Seller's sole option, repay the price (where this has been paid) that the Seller shall be under no liability pursuant to this Condition unless notice of the relevant defect or deficiency in goods delivered is given to the Seller within six months or their receipt by the Buyer and, where appropriate, to the carrier of the goods within any time period stipulated by the carrier for the notification or claims.

9.3 In the event that Goods fail to accord with the agreed specification set out in Condition 7.2 and such Goods cause damage to the property the Seller shall be under no liability in respect of such damages unless notice of the relevant damage and its cost of repaid is given within 12 months of the date of delivery of the relevant goods.

9.4 Save to the extent of the Seller's liability hereunder, the Buyer will indemnify and hold harmless the Seller in respect of all damages, costs, claims, expenses and liabilities whatsoever to which the Seller is subject arising directly or indirectly out of or in connection with sales made by the Buyer to third parties, or any use (whether by the Buyer or any other person) of the goods.

10. Save as provided by Condition 7.2 and section 12 Sale of Goods and Supply of Services Act, 1893 (as amended) all representations, warranties and conditions relating to goods supplied by the Seller (including, but without limitation, as to the quality of the goods, their suitability or fitness for any particular purpose (whether or not such purpose has been made know to the Seller) or their compliance with any sample or description) whether express or implied and howsoever made or arising are hereby excluded and the Seller shall have no liability of any nature to the Buyer in respect thereof, including any such untrue or misleading representation, warranty or condition, and so that the Buyer's sole remedy is for breach of contract as provided in Condition 9. In particular, but without limitation, it is acknowledged by the Buyer that no catalogue, technical schedule, shall be deemed to constitute or contain any representation, warranty or condition relating to the Goods.

11.1 Copyright and all other intellectual property rights of whatever nature in all artwork and designs supplied by the Buyer for the purposes of the application thereof to goods to be supplied to it by the Seller shall be and remain vested in the Buyer provided that the Buyer shall indemnify the Seller and hold it harmless in respect of all damages, costs, claims, expenses and liabilities whatsoever arising from or in connection with any use by the Seller or such artwork or designs which infringes or is alleged to infringe any intellectual or industrial property right of any third-party anywhere in the world.

11.2 Copyright and all other intellectual property rights of whatever nature in materials prepared or produced for the purposes of the application of artwork and designs supplied by the Buyer to goods to be supplied by the Seller, such as drawings, artworks, tooling, photographic work and film shall be and remain vested in the Seller, regardless of whether such materials have been the subject of separate invoice.

11.3 Nothing in this Condition is intended to prevent the Seller using any know-how, skills or techniques which it acquires in discharging its obligations to supply goods to the Buyer for any other purpose.

12. If the Buyer has a position presented or a meeting is convened for its winding-up or if a trustee, examiner or receiver is appointed in respect of all or any part of its assets or any distress or any form of execution is levied or enforced upon or sued out against any such assets or it is unable to pay its debt within the meaning of Section 214 of the Companies Act, 1963(as amended) or proposes or makes any composition or arrangement with its creditors or carries out or suffers any similar action in consequences of debt or carried out or undergoes any analogous acts or proceedings under foreign law or commits a breach of its obligations to the Seller, the Seller shall be entitled (without prejudice to any other rights it may have) to suspend delivery of Goods ordered by the Buyer and /or (or the Seller's option) to terminate the agreement.

13. The Seller reserves the right at any time prior to payment for the Goods to adjust the price set out on the Order Confirmation to take account of any currency fluctuations or to take account of any material increase in the cost of any raw materials.

14.1 The agreement and any dispute, proceeding or claim of whatever arising out of or in any way relating to the agreement or its formation shall be governed by and construed in accordance with Irish Law.

14.2 The Seller and the Buyer irrevocably agree that the Courts of Ireland shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and / or settle any dispute which may arise out of or in connection with the agreement and for these purposes each party irrevocably submits to the jurisdiction of the Courts of Ireland.