

## GENERAL CONDITIONS OF PURCHASE OF GOODS

### § 1 General provisions

1. The terms used in these general conditions of purchase of goods and services means:  
**Buyer:** Polfarmex SA having its registered office at Józefów 9 street, 99-300 Kutno, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź - Downtown XX Commercial Division of the National Court Register under the number KRS 0000204258, code: 610003466, VAT number: 7750001711, share capital: 7,006,340.00 PLN fully paid  
**Seller:** each entity selling goods to the Buyer  
**Purchase Order:** an order placed by the Buyer of the Seller in reply to a query about the price or offer submitted by the Seller, or without such inquiries and offers, including at least the parties, the subject of the sale, the selling price and to which is annexed General Conditions of Purchase of Goods Company Polfarmex SA was indicated address or website on which it is given, indicating that they are an integral part of order.  
**Purchase Order Confirmation:** confirmation of a contract for Goods made to the Buyer by the Seller; If confirmation has been made in response to the Purchase Order should include the Purchase Order number.  
**Contract:** The contract between the Seller and the Buyer based on the Purchase Order, Purchase Order and Purchase Order Confirmation or a trade agreement  
**Goods:** products, materials and pharmaceutical substances and packaging and packaging materials (including necessary additional materials, documentation, certificates)  
**General Conditions of Purchase of Goods (GCP):** these General Conditions of Purchase of Goods (Next: General Conditions of Purchase or GCP)  
**Parts:** Seller and Buyer
2. General Conditions of Purchase determine the rules governing the acquisition by Polfarmex SA.
3. For all bids submitted to the Buyer, the bids submitted by the Buyer to purchase the Goods and Agreements entered into by the Purchaser exclusively applicable to the General Conditions of Purchase Buyer. Disables the use of standard contracts to contracts and general conditions of contracts used by the Seller, unless the Parties agree otherwise in writing. Any difference in terms and conditions of purchase or sale coming from the Seller that the Buyer will not be explicitly written in a manner approved are not binding on the Buyer.
4. In case of conflict the provisions of the General Conditions of Purchase with the provisions of the contract or agreement, priority is given to the provisions of the contract or agreement.
5. Confirmation of Purchase Order by the Seller or accession by him to do so is tantamount to an expression by the Seller agreed to be bound by these General Conditions of Purchase, unless it is otherwise reserved for writing.

### § 2 Contracts and conditions of contract

1. Delivery of any Goods to the Buyer shall be subject to the Purchase Order.
2. The Seller is obliged to Purchase Order Confirmation within 3 days of receipt. In the absence of confirmation of delivery to the Buyer Purchase Order in the above period, the Purchase Order submitted by the Buyer shall be deemed to have been accepted for implementation and binding on both parties.
3. Purchase Orders and Purchase Order Receipts must be submitted in writing, by registered mail, by courier, mail or fax. Oral statements do not bind the Parties until they are confirmed in one with the above mentioned methods.
4. In addition to the cases in which between the parties, negotiations are to conclude a trade agreement, the Agreement will be concluded by submitting a Purchase Order by the Buyer Parties containing data, the object of the contract, the amount and the purchase price offered, together with the General Conditions of Purchase and submission - in response to a Purchase Order - Purchase Order Receipts relating to this Contract, for example, by indicating the number of orders purchase and a statement that the General Conditions of Purchase Buyer, the Seller has been served before the conclusion of the Agreement. Despite the absence of a statement, GCP apply if the Purchase Order contains the address of the website where the GCP is given. The Agreement is concluded at the time of submission of the Purchase Order Confirmation by the Seller, subject to paragraph 5 below.
5. Purchase Order placed by the Buyer may only be adopted without objection. In the case of the reservations or modification of the Purchase Order by the Seller Agreement comes into effect after the deposit of the Buyer's Purchase Order takes into account modifications or after written confirmation by the Buyer Purchase Order confirmation containing modifications.
6. For Bids submitted electronically do not apply the provisions of Article. 66<sup>1</sup> § 1-3 of the Civil Code,
7. If the parties are bound by a framework contract for the supply of Goods and / or provision of Services, General Conditions of Purchase binding on the Parties without having to rely on it when making individual contracts under the framework agreement.
8. If the parties are bound by a framework contract for the supply of goods and / or services or remain in permanent economic relations despite the absence of a framework agreement the lack of immediate response to the Purchase Order submitted by the Buyer shall be deemed acceptance of the Purchase Order (Art. 68<sup>2</sup> CC)

### § 3 Terms of delivery

1. **General provisions**
  - 1) The Seller agrees to deliver to the Buyer the desired quantity of the Goods in accordance with the conditions and terms specified in the Purchase Order.
  - 2) The Buyer undertakes to receive from the Seller the ordered quantity of the Goods and pay the agreed price.
2. **Quality requirements**
  - 1) The Goods must meet the quality requirements set forth in the Specification of Starting Material, including pharmacopoeia requirements indicated in the body of the Order.
  - 2) The Manufacturer of the Goods, whose specification / quality norms has been accepted by the Buyer and whose Goods shall be delivered by the Seller, is the same as it is stated in Purchase Order.
3. **Special conditions**
  - 1) Delivery carried out under the contract in question should consist the least number of batches, preferably of one.
  - 2) For each of the batches to the Buyer shall remain available at the time of receipt of the delivery, not less than 80% of the period of validity stated by the manufacturer.
  - 3) The Seller warrants that the manufacturer of the Goods will be informed in advance of the Buyer in writing about significant changes in the synthesis of the material and the date on significant deviations in the manufacturing process that could have a negative impact on the quality of the supplied Goods batches.
4. **Additional requirements**
  - 1) Order number and the other number specified by Polfarmex SA (index material) should be placed on the invoices, correspondence, shipping documents and packages.
  - 2) It is understood that the Seller warrants that the goods covered by the agreement, if properly stored, will be suitable to use at least during the declared date. If during this period it is found that the delivered batches of Goods does not meet the specifications, the Seller shall promptly replace it free of charge to another batches of corresponding fully with the requirements specified in the agreement, providing for the warehouse in Kutno and covering \ all costs associated with these actions.
  - 3) The Seller is required to ensure that the storage and transport of the Goods maintained will be required temperature specified in the specification / standard quality of the Goods.

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### 5. Documents supplied with documents

- 1) The Seller shall attach to each delivery the following documents:
  - a) invoice with the specified order number Buyer, Material Index, and the declaration of origin (only for goods from outside the EU),
  - b) specification of the quantity and weight (packing list), comprising: Name of the Goods, a serial number of packages, gross weight, net and tare, year of manufacture and batch number / lot number of the Goods,
  - c) Waybill (AWB, CMR, BL),
  - d) Export License (if required)
  - e) Manufacturer's Certificate of Analysis with the name of the Goods, batch number, test results, date of manufacture and expiry date or the date of re-examination, a declaration of compliance with the Pharmacopoeia, certified by the signature of the authorized person,
  - f) information about important deviations in the manufacturing process in accordance with paragraph. 1.3 (if any),
  - g) documents, that arise from rules of Incoterms or of legal changes and are not valid on the date of signature of this Agreement or indicated by the buyer if they are required or not previously provided (eg. GMP, DMF, COS, BSE/TSE documents).
- 2) Failure to provide the delivery of these documents or their improper fulfillment leads to a delay time or additional costs including storage, will charge the Seller the amounts of damage and the costs incurred in this respect.

### 6. Packaging, transport, and unloading:

- 1) Packaging should be tailored to the specific quality of the Goods and the type of transport used for delivery. Seller will be responsible for all the destruction of the Goods caused by inappropriate or inadequate packaging. Gross Weight of one pack containing pharmaceuticals or materials shall not exceed 25 kg (unless otherwise specified). At every single package will label giving the name of the manufacturer and Goods.
- 2) Delivery of the Goods will be implemented in accordance with the rules, "the ICC Incoterms 2000" (as amended) in accordance with regulations, compliance with the rules of GDP, and if necessary with temperature monitoring. For deliveries will be attached the safety data sheet/ Material Safety Data Sheet.
- 3) The Goods will be shipped in the original manufacturer's packaging, which then become the property of the Buyer. The above does not apply to returnable packaging and falling bail stemming from the Act of 13 June 2013 on packaging and packaging waste (OJ of 2013. Pos. 888).
- 4) Unloading deliveries transportation of the Seller is the responsibility of the Buyer. The risk of loss or destruction of the Goods passes to the Buyer and the Seller's liability for the above will cease to exist after unloading the goods.

### § 4 Complaints

1. The buyer is obliged to check immediately, but no later than within 60 days from the date of delivery, the type and quantity of goods received in terms of their compliance with the agreement and in the event of any shortages or quality and product defects detectable at the time of adoption goods, notify the Seller immediately, but not later than the expiry of the deadline indicated above investigate things. In the case of hidden weight Buyer shall notify the Seller within 30 days of their discovery.
2. Any claims for shortages, quality, loss, damage or delay in delivery of the Goods shall be made in writing by registered mail, by courier, mail or fax.
3. In case of delay in delivery of the Goods the Seller is obligated to pay Buyer a penalty of 0.1% of the value of undelivered goods for each day of delay. Payment of penalties does not relieve the seller from the obligation to provide the Goods and the Buyer has the right to determine the deadline to deliver goods as soon as possible but no later than one (1) month. If the Seller fails to perform this additional supply in the specified time, the Buyer has the right to terminate the contract. Payment of liquidated damages shall not exclusive possibility to claim additional compensation by the Purchaser supplementary general principles.
4. If the goods supplied do not meet the terms of the agreement, the Buyer may ask the seller for a price reduction. In the case of quality defect buyer returns goods to the Seller at its expense, the Seller will be required at the option of the Purchaser, or to deliver goods free from defects, covering all the costs involved, or to refund to the Buyer the price paid for the advertised goods as well as to cover all losses and costs suffered by the Buyer at the disposal costs of the defective Goods.
5. In the case of non-fulfillment or improper fulfillment of its provisions despite a written request by the Buyer to the Seller of the breach, the Buyer has the right to cancel the contract and purchase goods from another supplier burdening the Seller if any price difference.
6. In the case of not recognize quality complaint by the Seller within 7 days from the date of notification of the defect, the party challenged the Goods (or a sample) will be sent to an independent laboratory agreed by the parties, in order to perform the test, which is the basis for quality assessment. Evaluation of the independent laboratory will be binding on the parties, and the cost of its implementation shall bear the party whose position in the dispute proved to be unfounded.

### § 5 Confidentiality

The parties have agreed that all information, specifications, technologies disclosed in connection with the execution of the contract will be treated as confidential and will be used solely for the purpose of execution of the agreement, under pain of liability for damages.

### § 6 Force majeure

1. For the purposes of this GCP "Force Majeure" means any external events, which the parties could not have foreseen and which could not prevent, in particular, war, riot, insurrection, fire, explosion, flood or other natural disaster or government restrictions.
2. Neither party shall be liable to the other for any damage arising from failure to perform or delay in performance of the obligations arising from the contract due to force majeure, provided that the party who bears the consequences of force majeure shall immediately inform the other party of the occurrence of circumstances preventing or delaying performance of its obligations.

### § 7 Final provisions

1. For the contract to apply Polish Law.
2. If conditions of the contract do not settle otherwise Incoterms rules (as amended), will be used for its interpretation.