

## **GENERAL CONDITIONS**

Bonusan B.V.

### **Article 1 Definitions**

- Seller : Bonusan B.V. and its affiliated companies, the user of the general conditions;
- Buyer : the seller's other party, the customer;
- Agreement : the agreement between the seller and the buyer.
- Training : oral courses and training in the broadest sense of the word, including seminars, workshops, practical sessions, study days, conferences, etc.

### **Article 2 General**

- 2.1 These general conditions will apply to all offers and agreements between the seller and the buyer, in so far as these conditions have not expressly been deviated from by the parties in writing.
- 2.2 The current general conditions will also apply to all agreements with the seller for the performance of which the seller uses the services of third parties.
- 2.3 The applicability of the buyer's general conditions is explicitly excluded, unless the parties have agreed otherwise in writing.
- 2.4 If certified products are being supplied, the provisions of the certificate will prevail and these conditions will have supplementary application.
- 2.5 If the seller concludes agreements with the buyer more than once, the present general conditions will apply to all subsequent agreements, irrespective of whether these have been explicitly declared applicable.
- 2.6 If one or more provisions of these general conditions are void or are nullified, the remaining provisions of these general conditions will continue to apply.

### **Article 3 Offers/quotations/prices**

- 3.1 All offers, in whatever form, will be free of obligation, unless a term for acceptance is stated in the offer.
- 3.2 Agreements to which the seller is a party will only be considered to have been concluded:
- a) after an agreement drafted for that purpose has been signed by both parties; or
  - b) following written or electronic confirmation by the seller of an order placed by the buyer; or
  - c) in the absence thereof, by the actual delivery ex warehouse of the purchased products.

- 3.3 In the case of an oral agreement, the invoice will be considered to contain a correct and complete representation of the agreement, unless a complaint is lodged within 14 days of the invoice date.
- 3.4 In the case of an agreement where the service to be rendered consists of providing training, the seller emphatically reserves the right in the case of insufficient participation, such at the exclusive discretion of the seller, to postpone the training or to dissolve the agreement. The seller will notify the buyer of such in writing before the planned start of the training and repay the price paid by the buyer to the seller for the training.
- 3.5 If a natural person concludes an agreement on behalf of or for the account of another natural person, he/she will declare – by signing the agreement – that he/she is authorised to do so. This person, in addition to the other natural person, will be jointly and severally liable for all obligations arising from the agreement.
- 3.6 If the acceptance deviates from the offer laid down in the quotation, the seller will not be bound to that acceptance. In that case, the agreement will not be concluded in accordance with that deviating acceptance, unless the seller indicates the contrary.
- 3.7 A composite quotation will not oblige the seller to supply a part of the products included in the offer or quotation for a corresponding part of the stated price.
- 3.8 The seller will be entitled to request security from the buyer for the fulfilment of its obligations, such at the discretion of the seller.
- 3.9 The prices stated in the agreements will apply to delivery ex warehouse, in euros, including packaging costs, government levies, but exclusive of Dutch VAT, unless expressly agreed otherwise. In the case of orders up to € 100, exclusive of VAT, additional freight and administration costs will be charged.
- 3.10 The prices are based on the rates, wages, taxes, fuel prices, levies, prices, etc. as such apply on the date of the offer or the conclusion of the agreement, as the case may be, under normal circumstances and during normal working hours.
- 3.11 If between the time of acceptance and delivery price increases of more than 5% have occurred with respect to, for instance, exchange rates, wages, levies, raw materials or packaging materials, the seller will be entitled to pass on these price increases to the buyer, unless the seller could have anticipated the price rise.

#### **Article 4 Performance of the agreement**

- 4.1 The seller will perform the agreement to the best of its knowledge and ability. Work is carried out in accordance with a strict quality care system that is based on HACCP and GMP standards. The entire production process has been evaluated and approved by Lloyd's Register Quality Assurance (LRQA).
- 4.2 For the performance during the production process, the seller uses only professional staff who have obtained the pharmaceutical professional diploma.
- 4.3 If and in so far as necessary for a satisfactory performance of the agreement, the seller will be entitled to engage third parties for certain activities.

- 4.4 The seller will not be liable for damage, of whatever nature, resulting from the fact that the seller has operated on the basis of incorrect and/or incomplete data provided by the buyer, unless the seller should have been aware of this incorrectness or incompleteness.
- 4.5 If the delivery is delayed due to factors for which the buyer is responsible, the seller will be compensated by the buyer for any damage and costs ensuing from the delay.
- 4.6 The buyer will indemnify the seller against any claims of third parties that may suffer damage in connection with the performance of the agreement and which is attributable to the buyer.

#### **Article 5 Delivery**

- 5.1 Delivery will be made carriage paid ex warehouse, or at least from the seller's address, unless the parties agree otherwise.
- 5.2 The buyer will be obliged to take delivery of the products at the time that the seller delivers them to it or has them delivered to it by third parties, or at the time at which the products are made available to it pursuant to the agreement.
- 5.3 If the buyer refuses to take delivery or fails to provide information or instructions necessary to effect the delivery, the seller will be entitled to store the products at the buyer's expense and risk.
- 5.4 If the buyer does not take delivery of the products within 48 hours, the seller will be entitled to sell the products to another party. If it is unable to do so, the seller will be entitled to destroy the products. The damage incurred by the seller in selling the products to another party or by destroying them will be borne by the buyer.
- 5.5 If the seller has stated a delivery period, it will be indicative. A stated delivery time will therefore never be a deadline. If a term is exceeded, the buyer must give the seller written notice of default and grant it a reasonable period of time to deliver as yet.
- 5.6 If the seller requires information from the buyer within the context of the agreement's performance, the delivery period will commence after the buyer has made such information available to the seller.
- 5.7 The seller will be entitled to deliver the products in parts. The seller will be entitled to invoice partial deliveries separately.
- 5.8 The seller will be entitled to stipulate that certain products can be delivered only if a minimum amount determined by the seller is purchased.

#### **Article 6 Inspection, complaints**

- 6.1 The buyer will be obliged to inspect the delivered items, or have others do so, at the time of delivery. In doing so, the buyer must assess whether the quality and quantity of the items delivered are in accordance with that which was agreed upon.
- 6.2 If the other party has been shown a sample, that sample must be presumed to have been shown as an indication only, without the item having to correspond to the sample, unless it has been expressly agreed that the item will correspond. A deviation in the quality, colour, smell, weight, density, quantity and size of 0-5% will be tolerated by the buyer.

- 6.3 Any visible shortfalls must be reported to the seller in writing within 24 hours of delivery. The notice of default must specify the defect in as much detail as possible, so that the seller is able to respond effectively. Any non-visible shortfalls must be reported to the seller in writing within eight working days of delivery. Complaints relating to training should be submitted to the seller in writing immediately after they have arisen, but in any event no later than eight working days following the completion of the training.
- 6.4 Complaints regarding invoices should be made in writing within 14 days of the invoice date.
- 6.5 After the expiry of the above periods, the buyer will be considered to have approved the delivered item and/or the invoice.
- 6.6 If a timely complaint is submitted pursuant to the preceding paragraph, the buyer will remain obliged to take delivery of and pay for the purchased products, as well as the costs for training. If defective products have to be returned, they may be returned only following the prior written permission of the seller, in the original packaging, and in the manner indicated by the seller.
- 6.7 The buyer must enable the seller at first request to inspect the products sold in order to verify whether the complaint is well-founded.
- 6.8 If a complaint is well-founded, the seller will replace the delivered item, unless this has become demonstrably pointless to the buyer. If this is the case, the buyer should state so in a written notification. If during training a complaint should prove to be well-founded, the seller will take effective action to remove the cause of the complaint, thereby ensuring rectification. However, the seller will in all cases be liable only within the limits of the articles 'Guarantee' and 'Liability'.

## **Article 7 Payment**

- 7.1 Payment must be made in cash on delivery, or within 14 days of the invoice date in a manner to be indicated by the seller in euros, unless the parties have agreed otherwise. Objections to amounts stated in invoices will not suspend the payment obligation.
- 7.2 If the buyer fails to pay within the agreed period of time, the buyer will be in default by operation of law. In that case, the buyer will owe 1.5% in interest per month or part of a month, unless the statutory interest rate or the statutory commercial interest rate is higher, in which case the highest interest rate will apply. The interest on the exigible amount will be calculated from the time that the buyer is in default to the time of settlement in full.
- 7.3 If the buyer's business is wound up, or if the buyer is declared bankrupt or files for bankruptcy, is admitted to statutory composition pursuant to the Dutch Natural Persons Composition Act [*Wet schuldsanering natuurlijke personen*], is placed under guardianship, attachment is levied against it or it is granted a suspension of payments – provisional or otherwise –, the seller's claims vis-à-vis the buyer will be exigible forthwith.

7.4 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest.

### **Article 8 Collection costs**

8.1 If the buyer is in breach or in default of performance or timely performance of its obligations, all reasonable costs incurred in obtaining extrajudicial payment will be borne by the buyer. The collection costs will be 15% of the principal sum owed, with a minimum of € 350.

8.2 If the seller has incurred higher costs which were reasonably necessary, such costs will also qualify for reimbursement. Any reasonable court costs and enforcement costs will also be borne by the buyer.

### **Article 9 Retention of title**

9.1 All products supplied by the seller will remain the seller's property until the buyer has fulfilled all its obligations ensuing from the agreements concluded with the seller. The packaging will remain the seller's property at all times.

9.2 The buyer will not be entitled to pledge or lease the items covered by the retention of title or to encumber them in any other manner, unless the parties have agreed otherwise.

9.3 If third parties levy attachment on the supplied products covered by the retention of title or wish to create or enforce rights with respect to such, the buyer will be obliged to inform the seller thereof as soon as possible.

9.4 Any products supplied by the seller that are covered by the retention of title pursuant to paragraph 1 of this article may only be sold on within the context of normal business operations and may never be used as a means of payment.

9.5 Should the seller wish to exercise its rights of retention of title as laid down in this article, the buyer hereby grants unconditional and irrevocable permission to the seller or any third parties to be designated by the seller to enter those places where the seller's property is located and to recover the products.

### **Article 10 Guarantee**

10.1 The products supplied by the seller meet the requirements and specifications imposed by the manufacturer and which are customary in the sector. The products are certified by LRQA in accordance with the HACCP standard.

10.2 This guarantee is limited to:

- deliveries to buyers within the EU;
- the maker's guarantee.

10.3 This guarantee will lapse:

- in the case of resale of the products supplied, unless the parties have explicitly agreed otherwise;
- in the case of injudicious or improper use, storage or transport;
- if the products have been processed, confused or treated by the buyer or by third parties;

- in the case of exposure to hazardous substances or temperatures which are too high or too low;
- if the item supplied is not used and processed in accordance with the instructions; and
- in the case of use for a purpose other than that stated by the buyer to the seller or for a purpose for which the items are not suitable.

10.4 As long as the buyer fails to perform its obligations arising from the agreements concluded between the parties, it cannot invoke this guarantee provision.

### **Article 11 Suspension and dissolution**

11.1 The seller will be entitled to suspend the fulfilment of its obligations or to dissolve the agreement, if:

- the buyer fails to perform the obligations arising from the agreement or fails to perform them in good time or in full;
- circumstances of which the seller has learned following the agreement's conclusion provide good reason for fearing that the buyer will not perform its obligations, or will not perform such in good time or in full. If there is good reason to fear that the buyer will only perform its obligations in part or will not perform such properly, suspension will be permitted only to the extent that such is justified by the relevant failure.
- the buyer's business is wound up, the buyer is declared bankrupt or files for bankruptcy, is admitted to statutory composition pursuant to the Natural Persons Composition Act, is placed under guardianship, an attachment is levied against it or it is granted a suspension of payments, temporary or otherwise;
- the buyer was requested to provide security upon the agreement's conclusion for the performance of its obligations arising from the agreement and such security has not been forthcoming or is insufficient. As soon as security has been provided, the right to suspend performance will lapse, unless the performance has been unreasonably delayed as a result.

11.2 In addition, the seller will be entitled to dissolve the agreement or have it dissolved if circumstances arise of such a nature that performance of the agreement is impossible or can no longer be required pursuant to standards of reasonableness and fairness, or if any other circumstances arise of such a nature that continued unamended maintenance of the agreement can no longer reasonably be expected.

11.3 If the agreement is dissolved, the seller's claims vis-à-vis the buyer will become immediately due and payable. If the seller suspends performance of its obligations, it will retain its rights and claims pursuant to the law and the agreement.

11.4 The seller will retain the right to claim damages at all times.

### **Article 12 Packaging**

12.1 If the seller provides sustainable packaging, the buyer should return the packaging empty, cleaned and undamaged within 30 days. The value of the packaging will be specified separately on the invoice.

12.2 When the packaging is returned undamaged to the seller, such to be assessed by the seller, the seller will initiate settlement or at least payment to the buyer of the amount due to the buyer in relation to the packaging.

- 12.3 If the packaging is packaging supplied by the manufacturer, the seller will act with regard to the refund only as an intermediary. If the manufacturer does not initiate payment, the buyer cannot exercise any right vis-à-vis the seller.
- 12.4 All costs of repairing, replacing and cleaning packaging materials will be charged to the buyer.
- 12.5 For every month that the buyer fails to return the packaging on time, the seller will charge the buyer € 25.

### **Article 13 Liability and indemnification**

- 13.1 If the seller is liable for direct damage, that liability will be limited to the maximum amount to be paid out by its insurer, or in any event to the maximum sales value of the products.
- 13.2 Direct damage will be understood to mean only the following:
- the reasonable costs incurred in assessing the cause and scope of the damage, in so far as such assessment relates to damage within the meaning of these conditions;
  - any reasonable costs incurred in order to ensure that the seller's defective performance conforms to the agreement, unless this defective performance cannot be attributed to the seller;
  - the reasonable costs incurred in order to prevent or limit damage, in so far as the buyer demonstrates that such costs have resulted in the limitation of direct damage as referred to in these general conditions.
- 13.3 The seller will never be liable for indirect damage, including consequential damage, loss of turnover and profit, loss of savings and any damage due to an interruption in business operations.
- 13.4 If the seller is held liable by a third party for damage for which it is not liable pursuant to the agreement with the buyer or pursuant to these conditions, the buyer will fully indemnify it in that respect.
- 13.5 The seller will never be liable for:
- deviations, damage, faults and defects that have gone unnoticed in the products/samples approved by the buyer;
  - damage resulting from raw materials that have been declared unfit because the environmental legislation has changed since delivery;
  - damage as a consequence of use by the buyer that is not in accordance with the instructions, environmental legislation or product information;
  - damage that has resulted after the buyer has treated the product and/or has added substances without the knowledge of the seller.
- 13.6 The seller will under no circumstances be liable for damage ensuing from any advice given. Advice will always be given on the basis of the facts and circumstances known to the seller and in mutual consultation, in which respect the seller will always use the buyer's intention as a guideline and starting point.
- 13.7 The buyer must ascertain in advance whether the purchased items are suitable for the purpose for which it intends to use them. Should it subsequently become clear that the purchased item is not suitable for its intended use, then the seller cannot be held liable for any ensuing damage.

13.8 The limitations of liability with respect to direct damage laid down in these conditions will not apply if the damage is attributable to an intentional act or omission or gross negligence on the part of the seller or its employees.

#### **Article 14 Passing of risk/transport**

- 14.1 The risk of loss, or damage with respect to the products that are the subject of the agreement will pass to the buyer at the time at which the products are legally and/or factually delivered to the buyer and therefore come under the buyer's control or under the control of a third party designated by the buyer.
- 14.2 If the seller arranges the transport of the products that are the subject of the agreement, this will be entirely at the buyer's expense and risk.
- 14.3 If and in so far as the seller takes responsibility for transport, storage, dispatch, packaging, etc., the seller will determine the way in which this takes place. Unless agreed otherwise, the buyer will bear all related risks and costs, including those relating to any negligence or omission on the carrier's part.
- 14.4 Any specific wishes of the buyer regarding the transport/dispatch/storage, will be performed only if the buyer has declared that it will bear the corresponding additional costs.
- 14.5 Every legal claim of the buyer vis-à-vis the seller will lapse after one year, to be calculated from the date of delivery.

#### **Article 15 Force majeure**

- 15.1 The parties will not be obliged to fulfil any obligation if they are prevented from doing so due to a circumstance which cannot be attributed to gross negligence or an intentional act or omission on the part of the party that is invoking such, nor be for their account by law, a juristic act or generally prevailing opinion.
- 15.2 In these general conditions, the term '*force majeure*' will be understood to mean, in addition to its meaning according to the law and in case law, all external causes, foreseen or unforeseen, which the seller cannot influence, such as tailbacks, power failures, computer failures, export impediments, accidents, theft, fire, illness among staff and delays in supplies by suppliers, as a result of which the seller is unable to perform its obligations or not able to perform them on time. This will include strikes at the seller's company and government measures.
- 15.3 The seller will also be entitled to invoke *force majeure* if the circumstance preventing performance or further performance arises after the seller should have performed its obligations.
- 15.4 The parties may suspend the obligations ensuing from the agreement during the period that the *force majeure* continues. If this period continues for more than one month, either party will be entitled to dissolve the agreement without being obliged to pay the other party damages.
- 15.5 In so far as the seller has partly performed its obligations arising from the agreement or is able to partly perform them at the time that the situation of *force majeure* first occurs, and that part performed or to be performed has independent value, the seller will be entitled to invoice the part performed or to be performed separately. The buyer will be obliged to pay that invoice as if it related to a separate agreement.



## **Article 16 Intellectual property and copyrights**

- 16.1 Without prejudice to the provisions in these general conditions, the seller reserves the rights and powers vested in it pursuant to the Dutch Copyright Act [*Auteurswet*] and intellectual property law.
- 16.2 All items, samples, calculations, brochures, course material, hand-outs, etc. supplied or provided by the seller are intended for use only by the buyer, and may not be multiplied, resold, processed, changed, copied, reproduced or made public by the buyer and third parties may not be informed of such without the prior permission of the seller, unless the nature of the items sold or the documents issued dictates otherwise.
- 16.3 The buyer will not be permitted to remove the producer's trademark on the packaging supplied or the information leaflet.

## **Article 17 Training, seminars and information meetings**

- 17.1 The provisions of this article will apply to all training, seminars and other types of meetings organised by the seller.
- 17.2 If a candidate-participant is unable to attend the meeting, he or she will be entitled to have a colleague take his or her place, provided that this replacement has the original proof or registration and the seller is informed of such in advance.
- 17.3 Unless stated otherwise in the announcement, the following will apply with regard to cancellation by a candidate-participant: in the case of cancellation no later than three to six months before the start of the training, the seller will charge € 34 in administration costs. In the case of cancellation one to three months before the start of the training, the seller will charge a maximum of 50% of the agreed price. In the case of cancellation less than one month before the start of the training, the entire course fee will be owed.
- 17.4 Unless stated otherwise in the announcement, the prices will include coffee, tea and lunches where appropriate. These prices also include the course material that is issued to participants during the meeting.
- 17.5 In the case of failure to pay on time, the seller reserves the right to deny the candidate-participant access to the meeting.
- 17.6 The seller reserves the right to refuse a candidate-participant without stating the reasons.
- 17.7 The participants will be issued with the course material solely for their own use. Participants will not be permitted to reproduce and/or disseminate the documentation without the seller's prior permission.
- 17.8 The seller reserves the right to deviate from the order and/or content of the programme as stated in the announcement or to present other speakers.
- a. In the case of *force majeure*, the seller reserves the right to cancel all or part of the meeting, without the seller being obliged to pay any compensation.
- b. *Force majeure* will be understood to include all circumstances that the seller cannot reasonably influence, irrespective of whether such circumstances were foreseeable at the time that the agreement was entered into, as a result of which the meeting is wholly or partly and permanently or temporarily prevented from being held.

*Force majeure* will in any event be considered to include the circumstance that a tutor is unable to contribute to the meeting or if the stated location is unavailable and the seller has been unable to find a replacement tutor or location.

c. In the case referred to under a., any course fees paid in advance will be refunded by the seller.

17.9 Premature termination or postponement of all or part of a training course at the request of the participant is possible only with the written permission of the seller in the case of an emergency affecting or serious illness on the part of the participant or a family member in the first degree. The seller will be entitled to request proof of such. The seller will be entitled to charge costs in connection with the premature termination or the postponement, including costs for new course material and/or a price increase in connection with following training at a later stage.

17.10 Partly with a view to the interests of other participants, the seller reserves the right to exclude from further participation at the meeting any participants who, as a result of their behaviour or some other action, impede and/or hinder the normal course of the meeting. Exclusion will not prejudice the obligation to pay the course fees.

17.11 After submitting the signed registration form, the candidate-participant has a period of 7 days to withdraw from the contract.

#### **Article 18 Complaints procedure**

18.1 The seller defines a complaint as follows:

“A complaint is a grievance in writing, which is duly signed, and which is delivered at the seller by mail or facsimile”.

18.2 The seller deals with complaints in the following manner:

- a.) All complaints filed at the seller will be dealt with confidentially by the International Education Officer.
- b.) The person filing the complaint will receive an acknowledgement of receipt within two weeks.
- c.) The complaint will be dealt with by an independent complaints committee consisting of two employees of the organisation who are not involved in the complaint.
- d.) If a complaint will ultimately not be dealt with, the person filing the complaint will be notified of this within at most six weeks after the complaint has been filed.
- e.) Complaints will be dealt with in writing within eight weeks after they have been filed. If it takes longer to deal with the complaint, this term may be extended. The person filing the complaint will be notified of this in writing.
- f.) Within five working days after sending their reply, the complaints committee will phone the person filing the complaint to enquire whether the complaint has been dealt with satisfactorily.
- g.) If the person filing the complaint is not satisfied with the way the complaint has been dealt with, he or she may freely and of his or her own accord invoke competent authority. The seller shall accept the judgment of said competent authority.

18.3 When a complaint has been received it is registered in a complaints dossier.

Subsequently, a dedicated entry is made in the complaints dossier for every separate complaint. Both the complaint and how it has been dealt with will be entered into this dossier. The dossier will be kept for one year. Every year, the complaints and how they have been dealt with are evaluated by the seller.

**Article 19 Disputes**

The competent court in the city or town where the seller has its registered office will have exclusive jurisdiction to take cognisance of any disputes. Nevertheless, the seller will be entitled to submit any disputes to the competent court according to law.

**Article 20 Applicable law**

All Agreements between the seller and the buyer will be governed by Dutch law. Applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

**Article 21 Filing of these conditions**

These conditions have been filed at the office of the Chamber of Commerce and Industry for ..... under number .....