

GENERAL SALES CONDITIONS

- 1.** All contracts of sale shall be governed by the terms and conditions stated in the preface to the contract together with these GENERALES SALES CONDITIONS and any amendments which may be subsequently agreed in writing. The clauses of INCOTERMS 2000 shall generally apply. No other terms and conditions which the buyer may raise shall be accepted. Customers objections, if any, to WEM's terms and conditions of sale shall be made in writing prior to the submission of order to WEM, Stöteroggestrasse 71, 21339 Lüneburg, Germany.
- 2.** Any changes in taxes and/or transportation charges after the order has been received shall be adjusted for buyer's account.
- 3.** When purchase prices are stated in currencies other than EURO the rate of exchange at the date of payment of the suppliers invoice shall apply if not overruled by individual contract conditions. If there is a change in the exchange rate at the date of payment the purchase price may be increased or decreased by agreement.
- 4.** The purchase price is payable in full of the due date, with no discount or retention (except in exceptional circumstances when there is an agreed legally valid reason). In case of delay in payment the buyer shall pay interest charges on the amount due at 6 % above the rate of German State Bank from the day payment is due up to the date payment is received.
- 5.** Partial shipments and transshipments shall be allowed. Deliveries are quoted in good faith and shall not be legally binding. In case of delay in delivery the buyer shall automatically grant extension of time which shall be not less than one week.
- 6.** The buyer shall inspect the goods promptly on arrival and if there are any damages, incorrect items or shortages advise WEM immediately. Delivered goods are deemed accepted if not written complaint is made or if goods have been used, processed, consumed or assembled. In case of justified or timely complaints we -in our choice- will wholly or partly replace the claimed goods or refund in total or partly the purchase price.

No other claim of the buyer for any reason whatsoever shall be accepted. The sending of a complaint or any other claim shall not release the buyer from his obligation of payment and the buyer hereby expressly waives any right of retention.

- 7.** WEM do not warrant or guarantee that any product they supply is free from patents or other protective rights of third parties. The technical, chemical or other specifications of products supplied are no guarantee of their suitability for a particular application and do not release the buyer from his responsibility in checking and testing.
Warranty is given to the extent of warranty provided by the manufacturers.

Medicines and active Pharmaceutical Agents will only be released to legitimate recipients.

8. Claims against WEM for damages shall only be applicable in the event of gross negligence. Claims of consequential damages shall not be accepted. In all cases WEM's liability shall be limited to the purchase price of them which is delayed, incorrectly supplied or defective.

WEM does not assume liability with regard to delivery delay, loss, freedom of fault of supplies, product quality and suitability, and third party services. However WEM shall arrange delivery within the agreed times schedule. In case of late delivery caused by non-performance of the contracted supplier, WEM undertakes to impose appropriate liquidated damages to the respective supplier on this particular purchase order.

WEM has no obligation for payments of any applicable foreign import duties. The buyer shall be responsible for obtaining all necessary import licenses into the country of destination.

9. In the event of Force Majeure releasing a WEM supplier from his delivery obligation WEM shall automatically be released from their own delivery commitment.

10. All goods shall remain the property of WEM until such time as all outstanding and current debts due to WEM have been paid in full. This also applies to any items which the buyer may sell on to a third party even if the third party has paid the buyer for the item concerned.

11. The buyer shall indemnify and hold WEM harmless to the extent that WEM incurs liability towards any third party in respect of any damage for which WEM is not liable towards the buyer. WEM shall not be liable for loss or damage caused by the products supplied.

a) to any (movable or immovable) property where the damage occurs while the products are in the buyers possession.

or

b) to products manufactured by the buyer or to products of which the buyer's products form a part or for loss or damage to any property, where the damage is caused by these products because of properties in the products.

WEM shall under no circumstances be liable for loss of production, loss of profit or other consequential economic loss.

12. All contracts of sale shall be governed by the Law of Federal Republic of Germany. The place of jurisdiction shall be Lüneburg.

13. If any provision in the above Terms and Conditions is or shall become legally invalid the validity of the remaining provisions shall not be affected thereby. In that event the action required to reach an acceptable conclusion shall be agreed and strictly followed.