



## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FROM DERMAPHARM A/S**

### **§ 1 – GENERAL**

These general terms and conditions of sale and delivery shall apply to any offer, order and delivery made, unless otherwise agreed expressly in writing.

Buyer's special purchase terms and conditions or specific requirements of the goods as stated in e.g. the buyer's purchase order or purchase terms and conditions shall only be binding on DermaPharm A/S if DermaPharm A/S has expressly accepted these terms and conditions in writing.

### **§ 2 – OFFER AND SUBJECT UNSOLD**

All offers are made subject to the goods being unsold. If the buyer accepts within the time limit stated, and DermaPharm A/S has sold the goods to a third party, DermaPharm A/S shall without undue delay inform the buyer in writing that the offer has lapsed. If the order confirmation and previously forwarded or received material are inconsistent, the order confirmation, including these general terms and conditions of sale and delivery, shall take priority.

### **§ 3 – TECHNICAL INFORMATION**

Product information, illustrations, drawings and information about technical specifications e.g. weight, dimensions, volume, strength, load factor, capacity, surface, materials etc. in catalogues, brochures or any other advertising material from DermaPharm A/S shall only be directional. The information given by DermaPharm A/S shall only be binding on DermaPharm A/S if DermaPharm A/S has provided a separate guarantee for these as a part of the agreement.

### **§ 4 – PRICES**

DermaPharm A/S' prices are exclusive of TAX, VAT and other charges in force from time to time. The prices are, save where otherwise stated, ex works Derma Pharm address (Incoterms 2010) – however, always considering the carriage paid limit determined one-sidedly by DermaPharm A/S from time to time. DermaPharm A/S reserves the right to adjust the prices prior to delivery due to sub-suppliers' price changes, changes to foreign rates and customs' tariff rates. The price may be adjusted for the above increases in the period from the date of the offer until the date of delivery.

If the customer makes requests after the conclusion of the agreement or DermaPharm A/S' receipt of the customer's order which alters the production or freight costs, DermaPharm A/S shall be entitled to charge the extra costs related to the alternation.



## **§ 5 – DELIVERY**

The term of delivery shall always be ex works (Incoterms 2000) unless otherwise stated. If the delivery cannot be effected due to buyer's affairs the goods shall be stored at the buyer's own risk at DermaPharm A/S' stock. DermaPharm A/S shall be entitled to charge stock rent.

## **§ 6 – TERMS OF PAYMENT AND RETENTION OF TITLE**

Payments shall be made by bank transfer or by giro to DermaPharm A/S' account at the buyer's expense, unless otherwise expressly agreed. In case of payment after the due date, DermaPharm A/S shall be entitled to charge default interest as at the due date at the rate of 2 % per month or fraction of a month until the amount is credited the bank account of DermaPharm A/S.

If the buyer does not comply with the terms of payment specified on the invoice, DermaPharm A/S reserves the right to hold back additional deliveries, including deliveries which have already been handed over to the carrier until payment in full have been made.

DermaPharm A/S retains title to the goods until the purchase price including default interests and costs, if any, has been paid in full.

The buyer shall not be entitled to make a set-off against the purchase price for claims originated from other legal matters. Furthermore, the buyer shall not be entitled to exercise retention of title or refuse payment due to complaints or counterclaims regarding the goods in questions.

## **§ 7 – TIME OF DELIVERY**

The time of delivery stated by DermaPharm A/S shall only be directional. If a fixed time of delivery has been expressly agreed, DermaPharm A/S shall be entitled to postpone the agreed time of delivery by up to 30 working days as of the expiry of the fixed time of delivery, provided always that DermaPharm A/S informs the buyer of the postponement on or before this point of time. In the case the buyer shall not be entitled to exercise any remedies until after the expiry of the postponed time of delivery. In case of delay, the buyer shall not be entitled to hold back payment.

DermaPharm A/S' liability for any loss suffered by the buyer due to the delay cannot exceed the value of the delayed part of the goods. The buyer shall only be entitled to claim damages for its direct loss, and accordingly, DermaPharm A/S shall not be liable for operating loss, consequential loss or any other indirect losses.

In case of delayed or obstructed delivery due to war, mobilisation, trade disputes at DermaPharm A/S, governmental intervention, interrupted production, sub-suppliers' delay, bankruptcy or similar financial difficulties, lack of transport and other circumstances beyond the control of DermaPharm A/S, the time of delivery shall be deferred to the necessary extent. DermaPharm A/S shall be entitled to make part delivery and delivery prior to the agreed time of delivery.



## **§ 8 – COMPLAINTS AND LIABILITY FOR DEFECTS**

On receipt and no later than one week after receipt of the goods the buyer shall check and examine the goods in order to ascertain any defects. In connection with the delivery of goods in bags (fitting bags) the buyer shall examine the goods in order to ascertain any defects in the contents and quantity by means of a reasonable number of random sampling. The buyer shall without undue delay make a written complaint to DermaPharm A/S with a specification of the defect.

If the buyer does not comply with the above provision on complaint, the buyer may not subsequently claim the defect. Liability of DermaPharm A/S for defects shall be limited to replacement of the goods or another remedy at the discretion of DermaPharm A/S. In the alternative, DermaPharm A/S may at its discretion credit the buyer an amount determined by DermaPharm A/S which cannot exceed the price of the defective goods exclusive of VAT. The buyer may not exercise other remedies. In connection with delivery of custom-made goods or custom-purchased goods delivery of the agreed quantity +/- 6 % shall be deemed contractual.

## **§ 9 – PRODUCT LIABILITY**

DermaPharm A/S shall be liable for personal injury only if it is proved that such injury was caused by negligence of DermaPharm A/S or of others for whom DermaPharm A/S is responsible. DermaPharm A/S shall not be liable for damage to real and personal property, which occurs while the equipment is in the purchaser's possession. Nor shall DermaPharm A/S be liable for damage to products, which are manufactured by the purchaser, or to products in which such are included. In all other instances DermaPharm A/S shall be liable for damage to real and personal property on the same conditions as those applying to personal injury, but such liability shall not exceed DKK 1 mill. Under no circumstances shall DermaPharm A/S be liable for consequential loss, lost earnings or any other indirect loss, including loss of time.

To the extent DermaPharm A/S might incur product liability towards any third party, the customer shall indemnify DermaPharm A/S as far as the preceding paragraphs has limited DermaPharm A/S' liability. In the event any claim is made against buyer for which DermaPharm A/S may be liable under any theory of products liability, buyer shall forthwith notify DermaPharm A/S and shall refrain from making any admission of liability or offer of payment in settlements etc. DermaPharm A/S shall be entitled to take over the conduct of the defence of the case and any settlement of such claim in the name of buyer but at DermaPharm A/S own expense, and buyer shall assist DermaPharm A/S in every way DermaPharm A/S may reasonably request in relation to any such claim at the expense of DermaPharm A/S

The above limitations in DermaPharm A/S' liability shall not apply where DermaPharm A/S has been guilty of gross misconduct



## **§ 10 – CHOICE OF LAW AND VENUE**

Any dispute between DermaPharm A/S and the buyer shall be settled in accordance with Danish Law and by the court of Aarhus whether the high court boundary is exceeded by this or not. In addition, DermaPharm A/S shall be entitled to bring a legal action before the court in the jurisdiction of the buyer's place of business.