

[Translation from Dutch]

General Terms and Conditions of Sale/Purchase and Delivery of ACETO B.V., a private limited liability company

Article 1 (Applicability)

- 1.1 The following Terms and Conditions govern all offers made and quotations submitted by Aceto B.V., agreements concluded with Aceto B.V. in respect of the sale and purchase of goods, and assignments granted to Aceto B.V., having either a domestic or international character.
- 1.2 The 'other party' is taken to mean any natural person with whom or legal entity with which Aceto B.V. has concluded an agreement or with whom or with which Aceto B.V. wishes to conclude an agreement, as well as such parties' representative(s) and/or agent(s).
- 1.3 Supplements to and/or deviations from these Terms and Conditions will apply only if they have been agreed with Aceto B.V. in writing.
- 1.4 If in any agreement Aceto B.V. has stipulated a deviation from these Terms and Conditions, under no circumstances may such a deviation be invoked in respect of later agreements. Each individual deviation from these Terms and Conditions must be explicitly agreed in writing.
- 1.5 If the other party has its own general terms and conditions, the Terms and Conditions of Aceto B.V. will prevail at all times unless Aceto B.V. has explicitly agreed otherwise with the other party in writing. This provision applies in full in respect of assignments and deliveries abroad.
- 1.6 A copy of these Terms and Conditions can be obtained at Aceto B.V.'s website: www.acetobv.com.

Article 2 (Offers, quotations)

- 2.1 All offers and quotations submitted by Aceto B.V. in the form of price lists, printed matter, brochures or otherwise (including oral offers and quotations) and other statements made by Aceto B.V.'s representatives are without engagement at all times.
- 2.2 Agreements or contracts with Aceto B.V.'s staff members are not binding on Aceto B.V. insofar as they have not been confirmed by its management board in writing. In this respect all employees of Aceto B.V. who do not form part of Aceto B.V.'s management board will be deemed to be such staff members.
- 2.3 An agreement between Aceto B.V. and the other party will not have been concluded until after an order has been confirmed by an authorised representative of Aceto B.V. and returned to the other party or, if that has not been done, after Aceto B.V. has commenced delivery in accordance with the order, in which case the date of the written confirmation by or on behalf of Aceto B.V. or the date of delivery will be deemed to be the date on which the agreement was concluded.
- 2.4 If Aceto B.V. concludes an agreement with two or more parties, those parties will be jointly and severally liable in respect of their compliance with all the obligations ensuing from the agreement.
- 2.5 Aceto B.V. is authorised to engage third parties in order to carry out the delivery assignment it has been granted and to charge the related price on to the other party.

- 2.6 In the event of delivery carriage paid, the least expensive form of shipment will be used at all times. In the event that any other shipment method is used at the other party's requests, the related costs will be paid by the other party.

Article 3 (Prices)

- 3.1 All prices are exclusive of VAT.
- 3.2 The prices are based on the cost prices that apply at the time at which the offer is made. If those cost prices have increased since the date on which the offer was made as a result of price increases in respect of the raw materials, auxiliary materials, other materials, parts, transport charges, salaries, insurance premiums, taxes, customs duties and import duties, exchange rates, etc., Aceto B.V. will be entitled to increase the price accordingly.
- 3.3 The provisions contained in the preceding subsection also apply if the factors that have led to an increase in the cost price were foreseeable at the time at which the agreement was concluded.
- 3.4 However, if the increase in the cost price exceeds 15%, the other party will be entitled to cancel the order within three days of the time at which the other party took note of the increase.
- 3.5 Price increases ensuing from supplements to and/or changes in the assignment or agreement will be for the other party's account.

Article 4 (Delivery/delivery time)

- 4.1 Indications of delivery dates are approximations and are not binding on Aceto B.V. unless the parties have explicitly agreed otherwise in writing.
- 4.2 If agreed delivery dates are exceeded within reasonable limits, the other party will not be entitled to claim any form of compensation whatsoever, to refuse acceptance, to dissolve the agreement in whole or in part or to suspend its compliance in whole or in part with any obligation that the other party has under the agreement.
- 4.3 Aceto B.V. will comply with its duty to supply by offering the goods once. The receipt signed by the other party or the person who represents the other party will be deemed to be full proof of delivery. Freight and transport costs, storage and other costs will be paid by the other party in the event that the goods are not accepted. The other party will also bear the risk related to all direct or indirect damage that the other party, Aceto B.V. and/or third parties may sustain in respect of or as a result of the goods.
- 4.4 If the other party fails to provide Aceto B.V. with the information required to carry out the delivery assignment in a timely manner or if timely delivery is not possible as the result of any act or omission on the part of the other party, the delivery date will in any event be suspended by that term or by the number of days that Aceto B.V. considers reasonable in order to comply with the obligations under the agreement.
- 4.5 In the event of untimely delivery, under all circumstances the other party must give Aceto B.V. written notice of default and offer it a reasonable term in which to comply with its duty to deliver.
- 4.6 Standard terms such as F.O.B., C.I.F., etc. have the meaning ascribed to them in the most recent version of the Incoterms.

- 4.7 Aceto B.V. reserves the right to deliver in consignments. If the goods are delivered in consignments, Aceto B.V. will be entitled to invoice each consignment separately.

Article 5 (Reservation of title and transfer)

- 5.1 The ownership of the goods delivered will continue to vest in Aceto B.V. until the time at which the other party has complied with its payment obligations and other obligations.
- 5.2 With due observance of the provisions contained in Article 9(5), Aceto B.V. is entitled to take back the goods delivered if the other party fails to comply with any obligation under the agreement or fails to do so properly and in a timely manner or if another circumstance referred to in Article 6.1 arises. The other party hereby grants Aceto B.V. an irrevocable power of attorney to enter the space(s) where the goods delivered are located; if it fails to do so it will forfeit a penalty in the amount of EUR 5,000 a day, without prejudice to Aceto B.V.'s right to full compensation.
- 5.3 In the event that Aceto B.V. has actually taken back the goods delivered, the agreement will be dissolved in accordance with the provisions contained in Article 6.1.
- 5.4 The other party is obliged to notify Aceto B.V. immediately if third parties enforce rights in respect of the goods delivered by Aceto B.V. insofar as such goods are not or are not yet its property or if any circumstance referred to in Article 6.1 arises. If it later appears that the other party did not comply with this obligation, the other party will owe a penalty equal to 30% of the amount due, exclusive of VAT, with a minimum of EUR 500 for each incident.
- 5.5 If Aceto B.V. so requests, the other party undertakes to insure the goods delivered and to keep them insured against fire damage, damage due to explosion, water damage and theft and to provide the relevant policy for inspection, to pledge to Aceto B.V., in the manner described in Article 3:239 of the Dutch Civil Code (*Burgerlijk Wetboek*), all the other party's claims against insurers in respect of the goods that were delivered subject to the reservation of title, to pledge to Aceto B.V., in the manner described in Article 3:239 of the Dutch Civil Code, the claims that the other party acquires vis-à-vis its principal upon reselling the goods that Aceto B.V. delivered subject to the reservation of title, to mark the goods that were delivered subject to the reservation of title as the property of Aceto B.V., and to otherwise cooperate in respect of all reasonable measures that Aceto B.V. wishes to take in order to protect its right of ownership with respect to the goods and that do not unreasonably impede the normal conduct of the other party's business.

Article 6 (Termination)

- 6.1 Aceto B.V. reserves the right to dissolve the agreement(s) with the other party effective immediately, without any judicial intervention being required, if the other party is declared bankrupt, applies for a suspension of payments or files a bankruptcy petition, is placed under administration, fails to comply with any payment obligation or other obligation under the agreement or fails to do so properly and in a timely manner, decides to liquidate and/or cease its business operations, loses the free disposal over its assets or, if the other party is a natural person, is placed under guardianship or dies, without prejudice to Aceto B.V.'s right to specific performance, compensation and suspension.

- 6.2 In the event that the agreement is terminated as indicated above, all the claims against the other party will be immediately due and payable and Aceto B.V. will also be entitled to claim full compensation of damage, loss of profit, interest and costs.

- 6.3 The 'loss of profit' item will be equal to at least 15% of the agreed price, with a minimum of EUR 500 (exclusive of VAT) for each incident, unless evidence to the contrary is provided. The 'loss of interest' item will be equal to the statutory commercial interest rate times the agreed price as from the time at which the agreement is terminated as indicated above.

Article 7 (Transfer of risk)

Without prejudice to the provisions contained in Article 5, as from the time of delivery, which for these purposes is taken to mean 'ex works' at all times, the goods delivered by Aceto B.V. will be for the other party's risk. This provision also applies if the other party collects the goods itself or has them collected. The goods delivered will be transported at the other party's risk and expense, even if Aceto B.V. is charged for the freight charges and/or transport insurance.

Article 8 (Liability)

- 8.1 Aceto B.V.'s liability is limited to the amount of the payment made by its insurance/insurer insofar as such liability is covered by its insurance. If in any given case the insurance does not offer coverage or no payment is made under the insurance, the liability will be limited to a maximum amount equal to the invoice amount in respect of the goods delivered.
- 8.2 Aceto B.V. is not liable for deviations from the technical or chemical information that it has provided or referred to if and insofar as such information has been copied from or is the same as the specifications provided by its supplier(s).
- 8.3 Improper storage by the other party will lead to the exclusion of any liability on the part of Aceto B.V.
- 8.4 Under no circumstances may the other party enforce any claim against Aceto B.V. after the goods delivered are put into use, treated or processed in whole or in part.
- 8.5 Any further liability for either direct or indirect damage, costs or interest, on any grounds whatsoever, is excluded.
- 8.6 The other party indemnifies Aceto B.V. against any prosecution, demands or other action on the part of third parties insofar as they are the result of liability and/or damage on the part of the other party, unless the acts and/or omissions on the part of the other party are the result of Aceto B.V.'s attributable failure to comply with its contractual obligations or its failure to do so properly and in a timely manner.

Article 9 (Payment)

- 9.1 Unless the parties agree otherwise in writing all payments must be made within 30 days of the invoice date, either in cash at the offices of Aceto B.V. or by transferring the amount due to a bank account to be indicated by Aceto B.V.
- 9.2 All payments must be made without any setoff.

- 9.3 If Aceto B.V. has not received the invoice amount within the term of 30 days, the other party will be in default by operation of law, without any notice of default being required, in which case the other party will owe interest on the amount that is due and payable in accordance with the statutory commercial interest rate, with a minimum of 1.5% a month over the period in which the purchaser is in default; in that context the term will be calculated in full months.
- 9.4 If Aceto B.V. has not received the invoice amount within the term of 30 days after the invoice date and if Aceto B.V. commences legal action in order to obtain payment from the other party, the other party will be obliged to pay the judicial and extrajudicial collection costs to be incurred by Aceto B.V. Those costs are set at 15% of the principal amount to be paid (or portion thereof) with a minimum of EUR 250, without prejudice to any legal costs that the other party is ordered to pay by court decision.
- 9.5 All payments made by or on behalf of the other party will first be applied in respect of the costs and interest due and further in respect of the principal amount of the oldest outstanding invoice.
- 9.6 If the other party is in default in respect of payment for a partial delivery or delivery phase, Aceto B.V. will be entitled to suspend the other orders or phases to be delivered by the term during which the other party has failed to pay an invoice or invoice for parts of services rendered that is due and payable, without prejudice to Aceto B.V.'s right to definitively terminate the order(s) after giving notice of default and demand payment of any and all claims that Aceto B.V. has until that time, in which case Aceto B.V. will be entitled to compensation in accordance with Article 6.
- 9.7 Regardless of the agreed payment conditions Aceto B.V. is at all times entitled to demand security for payment and to cease processing the order if such security is not furnished.

Article 10 (Force majeure)

- 10.1 *Force majeure* is taken to include a situation in which, as a result of exceptional circumstances, Aceto B.V. is unable to comply with the agreements that have been made. Such exceptional circumstances include strikes, delivery failure by suppliers or suppliers' failure to deliver in full and in a timely manner, fire, traffic impediments or transport problems, mobilisation, state of siege, disturbances or riots, import or export impediments and other government measures or regulations, as well as any circumstance over which Aceto B.V. cannot reasonably exercise any control.
- 10.2 In the event of a situation involving *force majeure*, Aceto B.V. will be entitled, without any judicial intervention being required, to either suspend performance of the agreement as long as the situation involving *force majeure* continues or to terminate or dissolve the agreement, without Aceto B.V. being obliged to pay the other party any form of compensation or penalty. Aceto B.V. will be entitled to invoice the other party proportionately for any goods that have already been delivered.
- 10.3 However, in the event that the execution of an order is suspended for more than 20 working days, the other party will be entitled to terminate the agreement.

- 10.4 In the event that the agreement is terminated in accordance with Article 10.3, Aceto B.V. will be entitled to demand payment in respect of all goods that have been delivered or work that has been performed until that time, and Aceto B.V. will not be obliged to pay the other party any form of compensation or penalty.

Article 11 (Complaints)

- 11.1 The other party undertakes to inspect the goods purchased (or to have them inspected) upon delivery, in which context the other party must determine whether the goods delivered are in accordance with the agreement, *i.e.* whether the correct goods have been delivered, whether the quantity of goods that have been delivered is in accordance with the agreement and whether the goods delivered are in accordance with the quality requirements indicated in the agreement or – if no such requirements are indicated – whether the goods delivered are in accordance with the requirements that can be applied in respect of normal use and/or trading purposes.
- 11.2 The other party will no longer be entitled to invoke a defect in the performance if it has not submitted a written protest to Aceto B.V. by registered post within a reasonable period of time after it has discovered or reasonably should have discovered the defect, if it has not given Aceto B.V. a reasonable opportunity to inspect and repair the defects, if it has treated or processed the goods delivered in whole or in part or has allowed them to be used, treated or processed, or if it has resold the goods delivered to third parties.
- 11.3 A reasonable period of time is taken to mean 14 days after the other party has discovered or reasonably should have discovered the defect, in which context it must inform Aceto B.V. in writing, submitting documentary evidence, regarding what the defect is and when and how it discovered the defect. Complaints regarding the invoices must be in Aceto B.V.'s possession not later than seven working days after they have been dispatched by means of a registered letter.
- 11.4 After the above-mentioned terms have lapsed, the other party will be deemed to have approved the goods delivered or the invoice, in which case Aceto B.V. will no longer handle any complaints. Until the time at which Aceto B.V. has responded to the complaint, the other party is not permitted to process the products delivered unless the other party has decided not to submit any complaints.
- 11.5 Complaints with respect to a portion of the goods delivered will not entitle the other party to reject the entire shipment.
- 11.6 Minor deviations that can be deemed acceptable in accordance with customary commercial practice cannot constitute a ground for any complaint. This includes, but is not limited to, deviations in colour, smell and/or quantity. Complaints with respect to the matters referred to in Article 8, in respect of which liability is excluded, will not be handled.
- 11.7 Even if the other party submits a complaint in a timely manner, its obligation to make payment and accept deliveries in respect of orders that have been placed will continue to apply. Goods may be returned to the seller only after the seller has given prior written permission to do so.

Article 12 (Transfer; industrial property)

- 12.1 Aceto B.V. reserves all industrial and intellectual property rights with respect to the goods that it delivers.
- 12.2 The other party is prohibited from copying, changing or reproducing the goods delivered by Aceto B.V. without Aceto B.V.'s explicit permission to do so. If the other party violates this prohibition it will forfeit a penalty in the amount of EUR 50,000 for each violation, without prejudice to Aceto B.V.'s right to dissolve all current agreements and claim compensation/loss of profits in accordance with the provisions contained in Article 6.
- 12.3 The other party is not permitted to transfer its rights and/or obligations ensuing from the agreement concluded with Aceto B.V. Rights and/or obligations may be transferred only after the other party has informed Aceto B.V. in this regard and has obtained explicit written permission from Aceto B.V. to do so.

Article 13 (Special terms and conditions of purchase)

As long as the goods delivered to Aceto B.V. are not in line with the agreement or assignment in whole or in part, Aceto B.V. will be entitled to fully suspend its obligations under the agreement, including payment of the purchase price, without prejudice to its right to compensation, suspension and specific performance.

Article 14 (Expiry period)

Insofar as these General Terms and Conditions do not provide otherwise, the other party's right of action and other powers vis-à-vis Aceto B.V., on any ground whatsoever, will lapse in any event one year after the time at which the other party became aware or reasonably could have become aware of the existence of such rights and powers.

Article 15 (Choice of forum and choice of law)

- 15.1 All quotations, offers, orders, order confirmations, agreements and legal acts that may arise from them are governed by Dutch law.
- 15.2 Any dispute that may arise from the foregoing may be submitted in the first instance exclusively to the District Court of Haarlem, the Netherlands, if that court has jurisdiction, unless Aceto B.V. wishes to submit the dispute to the court where the other party has its place of residence or place of business.