

BIACHEM EUROPE (DISTRIBUTION) LIMITED

CONDITION OF PURCHASE

1. TERMS AND VARIATIONS OF TERMS

By accepting the order the Supplier shall be deemed to have accepted these conditions of Purchase which shall thereupon apply to any contract between the Buyer and Supplier and which shall exclude any other terms or conditions emanating from the Supplier. No goods or services will be supplied or performed by the Supplier except in accordance with these Conditions of Purchase. The Buyer shall not be bound by any variation, waiver of or addition to these Conditions except as agreed by the Buyer in writing and signed on its behalf.

2. DELIVERY AND QUANTITY

In the absence of any agreement to the contrary the goods shall be delivered by the Supplier to the Buyer's premises on the stipulated date and time at the expense of the supplier. Time shall be of the essence of the contract and the Buyer reserves the right to cancel without redress by the Supplier either the whole or the unexecuted part of the order if delivery is not within the time specified in the order.

The buyer shall be entitled to reject delivery without redress by the Supplier where the quantity delivered differs from that stated on the order

The Supplier expressly undertakes to supply any goods for delivery to the Buyer in safe and suitable containers.

3. INSPECTION

The Buyer reserves the right to reject any goods or workmanship which is provided on inspection to be faulty in quality or construction or is not of merchantable quality or is not fit for the purpose for which it is supplied or which is not in accordance with the order. The Supplier undertakes to replace such rejected goods with all reasonable speed if requested so to do by the Buyer. Any such replacement goods shall be supplied under the same Conditions of Purchase as set out herein. The Buyer shall be under no obligation to accept such replacement goods. Any money paid by the Buyer to the Supplier in respect of rejected goods shall be repaid forthwith by the Supplier upon demand by the Buyer.

4. TITLE AND RISK

Property and risk in the goods shall pass to the Buyer on completion of delivery at the place of delivery specified in the order but nothing in this Condition shall affect any right of the Buyer to reject the goods.

5. PRICE

The price payable shall be that specified in the order.

6. STATUTORY REQUIREMENTS

The Supplier undertakes to comply with all the obligations, duties and provisions contained in the Sale of Goods and Supply of Services Act 1981, The Safety, Health and Welfare at Work Act 1989 and any other statute or statutory instruments in force or any amendment thereof relevant to the manufacture, importation, supply, distribution and sale of the goods.

7. HAZARDOUS GOODS

Goods that may be capable of causing damage to persons or property must be labelled and labelled in conformity with Irish and European Law and accompanied by the appropriate data sheet advising the nature of the product and instruction for its safe handling. Delivery of goods not complying with this condition may be rejected without redress by the Supplier.

8. SUB-CONTRACTING

Orders may not be assigned or sub-contracted either wholly or partly without the consent in writing of the Buyer.

9. OFFSET OF AMOUNT DUE

The buyer may deduct from any monies due or becoming due to the Supplier any money that may be due from the Supplier to the Buyer.

10. PATENTS

The supplier warrants that the design, construction, and quality of the goods specified in the order will not infringe any Irish, British or European Union or foreign patent, trade work, registered design or copyright and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses arising from or incurred by reason of infringement thereof.

11. CONFIDENTIALITY

The Supplier shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of the Buyer other than the execution of an order from the Buyer.

12. TERMINATION

Without prejudice to any other rights of the Buyer, the buyer shall be entitled to terminate the contract forthwith in the following events:

- (a) breach or non-observance by the Supplier of the Conditions
- (b) Should the Supplier become bankrupt or insolvent or go into liquidation, examinership or receivership or have a receiving order made against him or shall make any composition with his creditors howsoever arising.

13. FORCE MAJEURE

The buyer reserves the right to require the Supplier to suspend deliveries in the case of any strike, lockout or other form of industrial action whether lawful or otherwise, fire, accident or stoppage of the Buyer's business or work beyond his reasonable control which prevents or hinders the use of the goods; and payment shall be postponed until such time as delivery is resumed.

14. DEFINITIONS

The following expressions have the following meanings:

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| "Buyer" | - Biachem Europe (Distribution) Limited |
| "Supplier" | - The person, firm or corporation to whom an order is addressed |
| "Goods" | - The articles, things or services described in the order |

15. LAW

The construction, validity and performance of these conditions shall be governed by the laws of the Republic of Ireland and any dispute which may arise hereunder shall be submitted to the Irish Courts.