

## GENERAL TERMS AND CONDITIONS

### PREAMBLE

1. In these Terms and Conditions, "Synvolux" refers to the limited liability company Synvolux Therapeutics B.V., organized and existing under the laws of The Netherlands, registered at the Chamber of Commerce in Amsterdam (number 30161857), also trading under the name Synvolux Products.

2. Any delivery of goods and services by Synvolux as the seller to the customer ("Purchaser") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. Any contrary conditions of the Purchaser, or conditions of the Purchaser deviating from our conditions of sale, shall not be recognized unless we have specifically agreed their validity in writing. The object(s) to be supplied under these conditions is/are referred to as the Product.

### PRODUCT INFORMATION AND DESCRIPTIONS

3. All information regarding price, technical and other data contained in product brochures, catalogues, advertisements, price lists and other marketing materials are approximate. Such information shall not be binding unless expressly stated.

4. All technical specifications for the design of the Product or part thereof shall remain Synvolux's property. They may not be used by Purchaser or copied, reproduced, released or else be disclosed to any third party, without Synvolux's written permission.

### TERMS OF DELIVERY, PASSING OF RISK

5. Any term of delivery shall be construed according to the INCOTERMS in force at the formation of the contract. If no term of delivery is agreed the delivery shall be ex-works (EXW), unless explicitly agreed otherwise in writing. Synvolux shall be entitled to make part-deliveries.

6. Synvolux's delivery of any Product is contingent on obtaining adequate export licenses and shipping conditions for designated countries.

### TIME FOR DELIVERY, DELAY

7. If the Purchaser has specified a period of time during which delivery shall take place, such period shall start on the date when Synvolux receives the Purchaser's order.

8. If Synvolux anticipates that he will not be able to deliver the Product in time, he shall notify the Purchaser in writing, stating the reason, and, if possible, the time when delivery can be expected.

9. If delay in delivery is caused by any of the circumstance mentioned in Clause 21 (Force Majeure) or by an act or omission on the part of the Purchaser, the time for delivery shall be extended by a period which is

reasonable having regard to all the circumstances in the case.

10. If the Product is not delivered on time for reasons within our control, the Purchaser may demand in writing delivery within a final reasonable period which shall not be less than one week. If Synvolux does not deliver within such final period and if Purchaser is not responsible therefore, then the Purchaser may by notice in writing to Synvolux terminate the contract. Such termination shall only be in respect of such part of the product as cannot be used as intended by parties because of Synvolux's failure to deliver.

11. Termination of the contract is the only remedy available to the Purchaser in case of Synvolux's delay or inability to deliver. All other claims against Synvolux based on such delay shall be excluded, except where Synvolux has been guilty of gross negligence.

12. If the Purchaser anticipated that he will be unable to accept delivery of the product at the delivery time, he shall notify Synvolux stating the reason, and, the time when he will be able to accept delivery. If the Purchaser fails to accept delivery at the delivery time he shall pay the purchase price which becomes due on delivery. Synvolux shall arrange for storage of the Product at the risk and expense of the Purchaser. Synvolux shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

13. Unless the Purchaser's failure to accept delivery is due to any such circumstances as mentioned in Clause 21 (Force Majeure). Synvolux may by notice in writing require the Purchaser to accept delivery within a final reasonable period. If the Purchaser fails to accept delivery within such period, Synvolux may by notice in writing terminate the contract in whole or in part. Synvolux shall then be entitled to compensation for the loss it has suffered due to the Purchaser's default. The compensation shall not exceed the purchase price plus any additional costs for shipping, storage, insurance.

### ORDERS, PRICE AND PAYMENT TERMS

14. When placing orders by telephone please fax or email a confirmation order immediately to minimize errors. Errors in shipment will only be rectified if Synvolux is notified within 2 working after receipt of the order confirmation.

15. Returned goods must be dispatched in their original packaging, unopened where possible, upon our receipt of which a credit or replacement will be issued. An administrative charge of Euro 50 will be invoiced when re-processing incorrectly placed customer orders.

16. All prices are quoted as net prices excluding costs for packaging, shipping, duties, value added tax, and other applicable taxes, unless expressly stated. A

handling and packaging charge of Euro 15 will automatically be invoiced against each order. Should we have to re-process an order to remove VAT charges, we reserve the right to make an administrative charge of Euro 35 per order. Prices may be subject to change without notice and in the event of misprints in the price lists.

17. Payment shall be made without any deduction or set-off within 30 calendar days of the date of invoice, unless otherwise agreed in writing. Payment shall not be deemed to have been effected before Synvolux's account has been fully and irrevocably credited.

18. If the Purchaser fails to pay by stipulated date, Synvolux shall be entitled to charge a fixed amount of Euro 40 to compensate for recovery costs, in addition to interest from the day on which payment was due. The rate of interest shall be two per cent (2%) per week, unless otherwise agreed by the parties. If the Purchaser has not paid the amount due within three months Synvolux may terminate the contract by notice in writing to the Purchaser and claim compensation for the loss incurred. The compensation shall not exceed the agreed purchase price plus incurred costs for handling, shipping, insurance, recovery, and interest.

19. In all cases Synvolux remains, without any restriction, owner of the goods until the moment that the Purchaser has fulfilled all commitment(s), and payment(s) in full has been received by Synvolux.

#### **LIMITED LIABILITY**

20. Synvolux shall not be liable for any loss or damage caused by the product after it has been delivered and is in the possession of the Purchaser. In no event shall Synvolux have any obligation or liability for any loss or damage including but not limited to exemplary, punitive, incidental, direct or indirect, special or consequential damages, or loss of profits, use or goodwill. In case liability of Synvolux is established, the total liability for damages shall be limited to the paid purchase or contract price. If Synvolux incurs liability towards any third party for such damage or loss, the Purchaser shall indemnify, defend and hold Synvolux harmless.

#### **FORCE MAJEURE**

21. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any circumstance beyond the control of the parties such as acts of god, states of emergency, problems in production, or disruption of operations, shortage of personnel or defects or delays in deliveries by sub-contractors caused by any such

circumstances referred to in this Clause. A circumstance referred to in the Clause which had occurred prior to the formation of the contract shall give the right to suspension only if its effect on the performance of the contract could not be foreseen at the time of formation of the contract.

22. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate Synvolux for expenses incurred in securing and protecting the Product.

23. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 21 for more than six months.

#### **CONSEQUENTIAL LOSSES**

24. Save as elsewhere stated in these conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever.

#### **APPLICABLE LAW AND DISPUTES**

25. The Terms and Conditions described herein, any contracts between a Purchaser and Synvolux and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall in all respects be governed by and construed in accordance with the laws of The Netherlands, without regard to its conflict of law principles. Any and all disputes relating to or as a consequence of this Agreement shall be finally decided by the competent court in Amsterdam, The Netherlands.

General Terms and Conditions,  
revision date February 2017