

axicorp Pharma GmbH

General Terms & Conditions of Purchase

1. Formation of Contract

All goods purchased by the Buyer are subject to the following Terms & Conditions. No variation, amendment, waiver or addition is accepted unless expressly agreed in writing. Delivery by the Seller constitutes confirmation of acceptance of these Terms & Conditions. The Buyer contradicts any dissenting Terms & Conditions of the Seller. They do not become part of the contract even though the Buyer does not contradict explicitly in the particular case.

2. Orders

The Buyer will not be bound by any order unless it is placed in writing. He shall be entitled to cancel any order which is not accepted by the Seller within 7 days from the date of the order.

3. Price & Payment

The price is binding as stated in the order. It shall be exclusive of transport, taxes, duties or other payments due to Government Authorities or other third parties, but inclusive of packaging materials and handling, unless otherwise expressly agreed in writing. Unless otherwise stated in the order, payment shall be net within 30 days from the date of invoice and delivery. The invoice will only be accepted when indicating the tax ID number (according to ISO 3166 Alpha 2 Code) of the Seller. In case of payment by SEPA direct debit and subject to individual agreements, the notice period is at least one business day. Advance notice will be made by invoice or remittance.

4. Delivery & Pick-Up

The order is placed on the understanding that deliveries will be provided strictly in accordance with the Buyer's requirements as stated in the order and the Seller accepts that, where specified by the Buyer, time is of the essence. The Buyer refuses acceptance of goods which are supplied in excess of the Buyer's order, which are in batch sizes of less than 50 or whose expiry date is below a period of 15 months from the date of delivery, unless otherwise agreed in writing. The Buyer accepts no liability for such goods. They may be returned at the Seller's risk and expense. The Seller must permit the Buyer to take the temperature of the goods at the time of pick-up. The Seller must ensure to hand out all goods agreed upon at the date of the pick-up; otherwise customer is entitled to damages against Seller for additional pick-up costs.

5. Quality

The Seller warrants that the goods are free of any defects, fit for the purpose upon which they are supplied and that the goods comply in all respects with all relevant requirements of any statute, statutory instrument or regulation in force in the European Union (e.g. GMP, GSP, GDP etc.) at the date of delivery. The Seller warrants that chilled products have been stored at controlled temperatures as prescribed by the regulations at all times. Without prejudice to its other rights the Buyer reserves the right to reject any goods supplied which fail to comply with the foregoing conditions. Upon notification or rejection by the Buyer rejected goods, even if re-boxed or labelled before the hidden defect becomes apparent, shall be returned to the Seller at the Seller's expense and the Seller shall within time acceptable to the Buyer, at the Buyer's sole option, either supply replacement with the order or return the purchase price.

6. Notification

Notification of goods with apparent defects, of excess quantities or shortage in quantities must be given by Buyer within 7 working days after arrival of the goods at the Buyer's warehouse. Notification of hidden defects must be given within 7 working days after notice.

7. Cancellation

In the event of non-delivery of the whole or part of the goods or under-performance within the period stated in the order or, if no period is stated, within 30 days after order date, the Buyer shall have the right to cancel the order or the part then undelivered without prejudice to any claim which the Buyer may have arising out of such non-delivery, non-performance or otherwise.

8. Force Majeure

Either party may totally or partially cancel an order or delay delivery or performance during any period which its performance is prevented or hindered by circumstances beyond its reasonable control including but not limited to requisitions by Government Authority, war, strike, lock-out, plant break-down, unavailability of goods, riots, disease, Act of God, storm, failure of public utilities or common carrier, or the need to comply with legislation or reasonably anticipated legislation has the effect of preventing or hindering the free manufacture, sale, delivery, use or supply of the goods or of materials to be made by the Buyer from or incorporating the goods.

9. Packing

The Seller shall provide suitable containers and/or packing materials for the sale, delivery and reasonable storage of goods supplied, all such containers and packaging to comply with any requirements in force at the time of delivery. Goods must be properly marked (e.g. chilled, cytostatic, fragile).

10. Applicable Law & Jurisdiction

These Terms & Conditions and the order in general shall be governed in all respects by German Law and all disputes arising from it shall be subject to the jurisdiction of the competent German Courts.