

The following terms and conditions of purchase, as the same may be amended by Combindo Pharm, S.L. Combindo Pharm Malta Ltd. and its Affiliates ("Combindo") from time to time at its sole discretion (the "Combindo Standard Terms and Conditions of Purchase") shall apply to all purchases of excipients, packaging materials, active pharmaceutical ingredients and any other materials ("Product") from suppliers ("Supplier"), arising out of purchase orders ("Purchase Order") issued by Combindo and confirmed by Supplier.

Each Purchase Order confirmation shall be deemed an acknowledgement and acceptance by Supplier of Combindo Standard Terms and Conditions of Purchase then in effect as the same relate to such Purchase Order and Supplier's agreement to comply with Combindo Standard Terms and Conditions of Purchase. The terms and conditions set forth herein are hereby incorporated to any and all Purchase Orders issued by Combindo and can also be found at www.combindo-pharm.es.

Obligations of Supplier

1. Price. Purchase Orders shall be invoiced at the prices in effect at the time the Purchase Order is issued by Combindo.
2. Delivery. Supplier shall deliver the Products ordered to the address specified in the Purchase Order according to the Incoterm set forth in the same and in accordance with and subject to Combindo Standard Terms and Conditions of Purchase. If Product is incorrectly delivered Supplier shall be held responsible for any additional expense incurred in delivering the Product to the place of delivery specified in the Purchase Order or subsequently indicated by Combindo. Time shall be of essence in relation to the performance of any and all Supplier's obligations pursuant to any Purchase Order.

Combindo shall be entitled to cancel any Purchase Order which is not delivered on due date.

3. Passing of Title; Risk of Loss. Title to and risk of loss for Products delivered to Combindo will pass when delivered according to the Incoterm set forth in the Purchase Order. Supplier warrants title to all Products sold and services supplied. Upon consummation of the transactions contemplated hereby, Combindo will have acquired good and marketable title to the goods, free and clear of liens.

4. Warranty. Supplier warrants to Combindo that the Product shall be manufactured in compliance with current Good Manufacturing Practices (cGMP), where applicable, and Supplier standard operating procedures. Supplier warrants that all Products will conform with all written proposals and descriptions as well as any specifications, samples, or models furnished by Supplier and approved by Combindo. Supplier further warrants that all goods shall be merchantable and fit for their intended purpose and shall be new, not refurbished or reconditioned. The foregoing warranties are in addition to and not in lieu of any other warranties, implied or express.

5. Replacement of defective Product. Combindo shall visually inspect all such deliveries upon their receipt and shall report any readily discernible defects to Supplier within ninety (90) days of receipt of the Product. Combindo will report to Supplier any defects not readily discernible within sixty (60) days of Combindo's discovery of the same. In case of a claim for defects in any Product, Supplier shall without charge promptly replace the defective Product.

If Supplier's dispute Combindo's reject of Product and the parties fail to reach an agreement within thirty (30) days after Combindo's report to Supplier, the dispute shall be determined by and independent laboratory (who shall act as expert and not as arbitrator) mutually selected by the parties. The decision of such independent laboratory following analysis of the allegedly defective Product shall be final and binding upon the parties. The cost of the analysis shall be borne by the party whose analysis was in error.

Supplier shall bear all risks of loss, damage, or destruction for non-conforming Product. Supplier shall also bear the same risks with respect to Product rejected by Combindo. Combindo shall be responsible for any loss occasioned by the gross negligence of its employees.

6. Confidentiality. Supplier agrees that any know-how, specification or any other information, including any specific terms and conditions to be agreed between Combindo and Supplier (such as pricing), are confidential information. Supplier shall keep it confidential during and after the execution of the Purchase Order.

Obligations of Combindo

1. Payment. Payment terms shall be made in Euro (Eur). Unless otherwise specified in the Purchase Order payment shall be by wire transfer ninety (90) days (payment day the 30th day of each month) as of the date of the Invoice. Combindo shall have the right to apply any amount which Supplier may owe to Combindo against open invoices as directed solely by Combindo, until the full amount has been credited to Combindo.

General Provisions

1. Acceptance by Supplier. All Purchase Orders and terms, including but not limited to delivery terms, set forth in any Purchase Order shall be deemed binding to Supplier upon acceptance of the Purchase Order. Supplier shall indemnify Combindo of any damage (which includes any loss or expense of any kind) arising out of delivery of any Purchase Order not complying with the delivery terms set forth in the Purchase Order.

2. Modifications in the Purchase Order. Combindo may at any time, by a written order, suspend performance hereunder, increase or decrease the ordered quantities or make changes within the general scope of a Purchase Order (such as method of shipment or packing, and/or, place of delivery and/or delivery schedule). If any such change causes an increase or decrease in the cost of, or the time required for performance of a Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both and the Purchase Order shall be modified in writing accordingly. No claim by Supplier for adjustment shall be valid unless asserted within twenty (20) days from the date or receipt by Supplier of the notification of change provided, however that such period may be extended upon the written approval of Combindo. Nothing in this clause shall excuse Supplier from proceeding with the Purchase Order as changed or amended.

3. Intellectual Property Rights. Supplier declares that the Product does not infringe any patents or other proprietary rights of any third party and shall indemnify Combindo against all liabilities, claims, demands, losses, costs or expenses (including reasonable legal fees and expenses) suffered by Combindo as a result of any claim for infringement of any patent or other proprietary right made by any third party.

4. Construction. The Combindo Standard Terms and Conditions of Purchase shall prevail over any inconsistent or conflicting terms in any Purchase Order; provided that, if Supplier is party to a separate written contract with Combindo when any Purchase Order is placed and a provision in the separate written contract specified by Combindo for such Purchase Order conflicts with a provision in the Combindo Standard Terms and Conditions, then the provision in the separate written contract shall prevail over the conflicting provision in the Combindo Standard Terms and Conditions of Purchase with respect to such Purchase Order.

5. The Combindo Standard Terms and Conditions of Purchase together with the Purchase Order with the confirmation issued by Supplier and any written documents which may be incorporated by specific reference, constitute the entire agreement between the parties ("Agreement") and supersedes all previous communications between them, whether oral or written.

6. Nothing in this Agreement shall create or be deemed to create a partnership, agency or joint venture between the parties.

7. Assignment and Subcontracts: Supplier shall not assign, transfer, subcontract or delegate a Purchase Order or any right or obligation hereunder, or any part thereof, including the accounts receivables without the written consent of Combindo. Any assignment without Combindo's written consent shall be void and have no binding effect upon Combindo. No subcontract entered into by Supplier shall relieve Supplier of any of its liabilities and/or obligations. Combindo shall be entitled at any time by notice in writing to Supplier to assign the whole or any part of its rights and obligations under the Combindo Standard Terms and Conditions of Purchase and/or the Purchase Order.

8. Amendments. Combindo may amend Combindo Standard Terms and Conditions of Purchase at any time and for any reason. Combindo shall endeavour to promptly notify Supplier of changes to Combindo Standard Terms and Conditions of Purchase

9. Indemnity and Insurance. Supplier shall indemnify Combindo and hold Combindo harmless from and against any and all liability for death, illness or injury to any third party or for loss or damage to any third party's property and against any claims, demands, proceedings and causes of action resulting directly or indirectly therefrom and arising out of any act or default on the part of Supplier, its servants, agents or sub-contractors in the performance of or in compliance with any of their obligations under Combindo Standard Terms and Conditions of Purchase and/or any Purchase Order, including without limitation any and all loss in relation to defective Products including liability arising under any relevant product liability legislation which may be applicable from time to time.

Supplier shall maintain at its own cost and expense full and sufficient third party product liability and product recall insurance to cover its actual and potential liabilities hereunder for a minimum of twelve millions Euros (€ 12,000,000).

10. Combindo Standard Terms and Conditions of Purchase and any Purchase Order or contract entered thereto shall be governed by and construed in accordance with the laws of Spain. Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with Combindo Standard Terms and Conditions of Purchase and any Purchase Order or contract entered thereto shall be submitted to the exclusive jurisdiction of the Courts of Barcelona.

Packaging And Pallet Requirements

1. Principles:

Product must be packed, transported and stored taking into account the specific features of each Product and the quantities of Product to be delivered. Product contained in each pallet must always pertain to the same manufacturing batch.

In the event that Combindo request samples of Product, such samples shall be clearly identified as "samples" and shall be sent to Combindo Pharm, S.L., C/Fructuós Gelabert, 6-8 (Edificio Conata-2), 08970 Sant Joan Despi (Barcelona) or to any other address as indicated by Combindo.

2. Pallets: Each pallet must be properly shrink-wrapped. All pallets must be completely covered (stretch wrap) with transparent film (Strong 70um transparent synthetic banding film should be used for standard articles).

In accordance with the IPPC (International Plant Protection Convention), measures must be 80 x 120 cm. with a maximum height of 140 cm. including the pallet (deliveries by truck). For deliveries by air, pallets must not exceed the maximum height of 0.75 mt. Three pallet labels (longitudinal, lateral and top sides) indicating consignee, name of Product, batch number and weight must be attached to each pallet. These labels must be stuck to the shrink-wrapped film of each pallet in order to allow clear identification of the content of each pallet.

Other labels required: "Warning: pallets cannot be stacked". Such label shall be stuck not only on each shipper box but to the shrink-wrapped film also.

Shipper boxes shall be placed on the pallet following numerical sequence.

Pallets with "PKP" welds in penetrations will not be accepted, as in accordance with the European Pallet Association (EPAL), are deemed to be imitations.

Weight (including the pallet) must not exceed 800 Kg.

Identifying Packing Units

1. Packing identification. Supplier shall comply with the marking, packing, transportation, storage and any other requirement contained in the Hazardous Substances and Waste Dangerous Goods Regulations.

2. The following information shall be included in the packaging list and on all packages:

For active ingredients, excipients and any other raw materials: Name of manufacturer, Combindo's reference number of the Product, Batch number, Number of packages, Expiry date and re-test date, Date of manufacture, Purchase Order number, Product considered "Hazardous Substances" shall be clearly identified as such

For Packaging material: Name of manufacturer, Article description, Supplier in-house number, Name of the production plant.

3. Packing identification regarding Part-filled shipper boxes, samples and packing material. Part filled shipper boxes must be clearly marked as 'part filled' on a suitable sticker. The sticker must be placed on the front next to the package label. shipper boxes containing samples of Product must be clearly marked as "samples" on a suitable sticker. The sticker must be placed on the front of each shipper box, next to the package label. In case of shipper boxes containing packaging material, the sticker must be placed on the front, next to the package label.

Delivery documents

1. Delivery note/ packing list. The delivery note must contain the following information: Combindo's Purchase Order number, Product name, Name and address of the production plant, Sequential pallet schedule with number of pallets, Quantity of product per pallet, arranged by batch, Batch number, expiry date, and number of batches, Number of packages, quantity per package (in units) and total amount delivered, Number of part packages, quantity per part package, Version n° for printed packaging, Hazardous goods identification and corresponding documents (incl. required safety datasheets per product and TSB), Product designation, pallet number, pallet height of each pallet, gross weight of each pallet, collection / Delivery address.

2. Certificates of analysis. certificates of analysis must be sent to Combindo at the latest on the day of the delivery. Copies of the delivery note/packing list with the corresponding information must be sent to Combindo by Supplier within 2 working days before delivery/collection.

3. Warehouse working hours. Unless otherwise set forth in the Purchase Order, the unloading schedule is 9:00 a.m. to 12:00 pm