

General Terms and Conditions of:

Laboratorium Ofichem B.V.
Ofichem B.V.
Ofipharma B.V.

Chamber of Commerce No.: 02329540
Chamber of Commerce No.: 02085056
Chamber of Commerce No.: 53127145

Heembadweg 5
9561 CZ Ter Apel
The Netherlands

Article 1: Applicability, definitions

1. These General Terms and Conditions apply to any offer and to any agreement of sale and purchase and also to all agreements for services for the development/production of items, the preparation of documents, the performance of analyses and inspections (audits) and/or other work of Laboratorium Ofichem B.V., Ofichem B.V. and/or Ofipharma B.V. all established in Ter Apel, hereinafter to be referred to as "Ofichem".
2. The buyer or the principal is hereinafter referred to as "the Other Party".
3. "Offer" shall mean: any offer from Ofichem, whether or not in the form of a written quotation.
4. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
5. "Assignment" shall mean: an assignment instructed by the Other Party or agreed between parties for the development or production of (customised) items, the performance of analyses and/or the execution of inspections/audits.
6. "Items" shall mean: both the items from the product range to be delivered by Ofichem, particularly "active pharmaceutical ingredients" (APIs) as well as the items that she develops/produces on instruction for the Other Party, unless it is provided that it only covers the last-mentioned category.
7. "Materials" shall mean: the materials, semi-finished products, raw materials, components and suchlike to be used by Ofichem to implement the assignment.
8. "Documents" shall mean: advices, reports, formulas and suchlike to be created or submitted by Ofichem and/or Other Party. This may concern both physical and digital documents.
9. "Information" shall mean: both the aforementioned documents and other (oral) data (to be) submitted by Ofichem and/or the Other Party.
10. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
11. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
12. These General Terms and Conditions shall also apply to follow-up or partial assignments and/or repeat orders or partial orders flowing from the agreement.

Article 2: Offers

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation. Ofichem may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. A composite offer does not oblige Ofichem to deliver part of the offered items or performance against a corresponding part of the price or rate.
3. If the offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, Ofichem may adjust the quoted prices, rates and/or delivery terms.
4. The offer, the prices and/or rates do not automatically apply to repeat orders or follow-up assignments.

5. Samples and/or examples of documents that are displayed and/or provided and descriptions in brochures, promotional material and/or on Ofichem's website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.
6. The samples and examples provided shall remain the property of Ofichem and are returned to Ofichem immediately on Ofichem's request at the expense of the Other Party.
7. Ofichem may charge the costs related to the offer to the Other Party if she has notified the Other Party beforehand of those costs in writing.
8. If the Other Party does not accept the offer, it shall return to Ofichem all documents supplied with the offer immediately on request.

Article 3: Establishing agreements

1. The agreement is established after the Other Party has accepted the offer of Ofichem, also if this acceptance deviates on secondary aspects from this offer. However, when the acceptance shall deviate in essential aspects, the agreement shall only be concluded after Ofichem has agreed with these deviations in writing.
2. Ofichem shall only be bound to:
 - a. an assignment or order without prior offer thereto;
 - b. oral agreements;
 - c. additions to or changes of the General Terms and Conditions or agreement;after written confirmation to the Other Party or as soon as Ofichem - without objection of the Other Party - has started the performance of the assignment, order or agreements.

Article 4: Fee, prices, rates

1. Unless the parties have explicitly agreed otherwise, Ofichem shall carry out an agreed assignment at an agreed fixed fee.
2. Ofichem may increase this fixed fee if it should appear during the performance of the assignment that the agreed/expected amount of work was not estimated correctly, without the misjudgement being attributable to Ofichem, and it cannot reasonably be expected from her to carry out the assignment at the agreed fee.
3. If parties agree an hourly rate, Ofichem shall calculate the fee based on the number of hours spent and applying this hourly rate. In the event of disputes concerning the numbers of hours spent/charged, Ofichem's time recording shall be binding unless the contrary is proved by the Other Party.
4. The hourly rates apply to normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognised public holidays) for the times agreed between parties.
5. In the event of urgent assignments or if the work is carried out outside of normal working days at the request of The Other Party, Ofichem may charge a surcharge on the fixed rate.
6. The prices and rates stated in offers, price- or rate list are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, shipping costs, travel- and accommodation costs, administrative costs, handling costs and expense claims of third parties engaged.
7. If (cost) price increasing circumstances occur at the expense of Ofichem between concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or price changes of the required materials, Ofichem may increase the agreed prices and rates accordingly and charge these to the Other Party.

Article 5: Engaging third parties

If Ofichem deems this necessary, she shall have the right to have specific deliveries and work carried out by third parties.

Article 6: Obligations of the Other Party

1. The Other Party ensures that:
 - a. it makes all information required (including all information related to the items to be analysed or the production sites to be audited) for the execution of the agreement available to Ofichem in time and in the manner required by Ofichem;
 - b. the items to be analysed are available in time and in the desired quantity;
 - c. any information carriers, files and suchlike possibly provided by the Other Party are free from viruses and defects;
2. The Other Party ensures that the provided information is correct and complete and it shall indemnify Ofichem against any claims from third parties arising from the incorrectness and/or incompleteness of this information.
3. Ofichem shall treat the information provided by the Other Party in confidence and only provide it to third parties insofar as necessary for the execution of the agreement. Ofichem shall keep all the information received from the Other Party during the term of the agreement and shall store it carefully. If this information concerns personal data in the context of the (Dutch) Personal Data Protection Act, Ofichem shall process the information in accordance with this law and report any breaches of the security of the information, also in accordance with this law. However, Ofichem shall never be liable for loss or destruction of this information, unless this is due to intent and/or deliberate recklessness of Ofichem or her supervising personnel at management level. The Other Party shall ensure that it always keeps the original or a copy of the information provided to Ofichem.
4. The Other Party may only sell on items delivered from the product range by Ofichem in the original packaging from Ofichem or her supplier. The Other Party may make no changes to the original packaging and shall prevent any damage. The Other Party may only trade or bring packaging originating from Ofichem or its supplier in the course of trade if it contains the original content that has been supplied to it by Ofichem.
5. Unless otherwise agreed, the Other Party shall forfeit a penalty of € 10,000.00 immediately due and payable for each infringement to Ofichem for the infringement of the provisions referred to in the previous paragraph. This is without prejudice to the right of Ofichem to demand full compensation of damages.
6. If the above obligations are not fulfilled (on time), Ofichem may suspend the execution of the agreement until the Other Party has fulfilled his obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
7. If the Other Party does not fulfil his obligations and Ofichem does not require immediate compliance, this will not affect the right of Ofichem to require compliance at a later date.

Article 7: Delivery, delivery or completion deadlines

1. The agreed terms shall never be final deadlines. If Ofichem fails to meet her obligations (on time), the Other Party must give notice of default to her in writing and grant reasonable time to meet these obligations at a later date.
2. An agreed term will take effect at the moment that Ofichem has received all information required for the delivery/execution of the work and the possible agreed (advance) payment of the Other Party. If delay arises from this, the term shall be extended accordingly.
3. Ofichem may execute the agreement in phases and invoice each partial delivery or partial performance separately.
4. The risk of items to be delivered transfers to the Other Party the moment these leave Ofichem's premises or warehouse or Ofichem informed him that the items are ready for collection.
5. The risk of the documents to be delivered transfers to the Other Party the moment these documents become actually available to it.

6. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by Ofichem. Ofichem is not liable for any damage of whatever nature that is related to the dispatch or the transport.
7. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the items ordered (in the agreed manner) to the Other Party, or if these are not collected, Ofichem may store these items at the expense and risk of the Other Party. The Other Party will give Ofichem the opportunity to deliver the items or collect these within a reasonable period set by Ofichem.
8. If the Other Party still fails to meet its purchase obligation after the aforementioned reasonable period, it shall be immediately in default. Ofichem may sell the items to third parties to limit her damage. If Ofichem fails to sell the items (in time), she may destroy them. Ofichem may fully or partially terminate the agreement with immediate effect by means of a written statement without being obliged to pay compensation for damages, costs and interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage and loss of profits of Ofichem and/or the right of Ofichem to demand compliance at a later date.

Article 8: Progress, execution of agreement

1. If the start, progress or execution of the assignment or delivery of items is delayed due to the fact that:
 - a. Ofichem has not received all the essential information or the items to be analysed from the Other Party in time;
 - b. Ofichem has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances which are at the Other Party's expense and risk;Ofichem is entitled to a reasonable extension of the completion or delivery term and to compensation of the costs and damages involved, such as possible waiting hours.
2. If an assignment is executed in phases, Ofichem may suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the result of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. Ofichem shall exert itself to effect the agreed assignment and other deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from her. If the execution of the agreement is to be speeded up on the request of the Other Party, Ofichem may charge the overtime hours and other costs involved to the Other Party.
4. Ofichem shall carry out the assignment/deliveries appropriately, properly and in accordance with the provisions of the agreement in such a manner, that damage to persons, items or the environment is limited as much as possible. Ofichem shall follow the orders and instructions given in this context by or on behalf of the Other Party as much as possible.
5. Ofichem shall draw the Other Party any imperfections, errors, failures and suchlike in the, by or on behalf of the Other Party:
 - a. provided documents and items;
 - b. prescribed working methods and suchlike;
 - c. given instructions;
 - d. provided or prescribed materials;insofar as the aforesaid imperfections, errors, failures and suchlike are relevant for the performance by Ofichem and are or could be familiar to her.
6. Ofichem is deemed to be familiar with the relevant statutory provisions and governmental decisions. The costs involved for the observance of these prescriptions and decisions shall be at the expense of the Other Party.
7. Ofichem shall inform the Other Party about the consequences for agreed prices, rates and terms:
 - a. in the event of changes in an agreed assignment requested by the Other Party;
 - b. if it appears during the execution of the agreement that it cannot be executed in the agreed manner due to unforeseen circumstances. In this case, Ofichem shall first discuss the changes to the execution with the Other Party. If the execution of the agreement has become impossible as a

result, Ofichem shall in any case be entitled to full compensation for any work already carried out and/or any deliveries already made.

8. The Other Party shall carefully check each draft document submitted to it by Ofichem and shall make its response known to Ofichem as soon as possible. If necessary, Ofichem shall adjust the draft and submit it again for approval. Ofichem may then require that the Other Party shall initial each page of the definitive version or signs a written statement of approval for this purpose. The Other Party shall only be permitted to use the documents produced after the above-mentioned approval.
9. If parties agree that Ofichem shall submit for approval samples of the items to be produced on instruction, the Other Party shall also carefully check these samples every time and make its response known to Ofichem as soon as possible. Ofichem may then require that the Other Party shall sign a statement of approval regarding the definitive version of the sample.
10. If Ofichem has to amend already approved documents or samples, it will be considered as additional work and Ofichem may charge the additional costs arising as a result to the Other Party.
11. Inspection activities (audits) of production sites of suppliers are based on visual observations of the (safely) accessible spaces (under normal conditions) of the production site of the supplier and an audit of the written documentation concerning the production processes with registration of any found shortcomings and other observations.
12. An audit will always be a snapshot and linked to the time it takes place.

Article 9: Additional and reduced work

1. Additional work shall mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the work, which has/have not been included in the offer or the assignment.
2. Additional and reduced work shall be agreed in writing between Ofichem and the Other Party. Ofichem shall only be bound by oral agreements after written confirmation thereof to the Other Party or as soon as she - without objection from the Other Party - has started with the execution of these agreements.
3. Settlement of additional or reduced work shall in any case take place in the event of:
 - a. changes in the original assignment;
 - b. unforeseen cost increases or reductions and differences of deductible and/or estimated quantities.
4. Settlement of additional or reduced work shall take place on final settlement, unless parties have agreed otherwise in writing.

Article 10: Completion and approval in the case of assignments

1. At the moment an agreed assignment to develop and/or to create items has been completed and the items are ready for use Ofichem shall notify the Other Party thereof.
2. The items shall be delivered in accordance with the agreement at the moment they have been made available to the Other Party, the Other Party has checked the for the items agreed specifications, properties, qualities and suchlike, and signed the completion statement for approval.
3. The items are deemed to have been approved if:
 - a. the Other Party does not return the signed completion statement provided within two weeks to Ofichem and has not lodged a complaint within this term either;
 - b. Ofichem has not provided a completion statement and the Other Party has not lodged a complaint within 2 weeks of completion of the assignment;
 - c. the items have been taken into use/processed by the Other Party before expiry of the aforesaid term.
4. Deliveries/work not yet carried out or completed by or on behalf of third parties engaged by the Other Party, which affect the proper use of the items, is no reason for denial of approval.
5. If the Other Party wishes to have changes made to the items after completion, this shall be considered as additional work. Ofichem may then separately charge the costs arising from this and/or the hours to be spent on it to the Other Party.

6. If the Other Party still finds failures, imperfections and suchlike after the completion, the provisions of the Complaints Article shall apply.

Article 11: Packaging

1. Packaging that is designated to be used several times shall remain the property of Ofichem and may not be used by the Other Party for any purpose other than for which it is designated.
2. Ofichem determines whether the Other Party must return packaging or whether she will collect this himself and at whose expense the latter is carried out.
3. Ofichem may charge a returnable deposit for this packaging to the Other Party. If the packaging is returned by the Other Party for free within the term agreed, Ofichem shall take back the packaging. The returnable deposit will be paid back to the Other Party or set off against returnable deposits for the packaging of subsequent deliveries. Ofichem may deduct 10% handling costs on the amount to be paid back or set off.
4. If the packaging is damaged, incomplete or has been destructed, the Other Party shall be liable for the damage and its entitlement to a repayment of the returnable deposit shall lapse. If this damage is higher than the returnable deposit charged, Ofichem shall not have to take back the packaging. She may then charge it to the Other Party at cost price, less the returnable deposit paid by the Other Party.
5. Packaging for single use may be left at the Other Party's. Possible costs for removal shall be at the expense of the Other Party.

Article 12: Complaints and returns

1. The Other Party shall check (the packaging of) the delivered items immediately on receipt and state any visible damage, anomalies in numbers or quantities and/or other non-conformities on the consignment note or accompanying note or, in their absence, reports these to Ofichem in writing within 2 working days.
2. Complaints about the items themselves must be reported within 8 calendar days of the delivery.
3. If such complaints are not reported in a timely manner, the items are deemed to have been received in good order and to conform with the agreement.
4. Other complaints are reported to Ofichem by the Other Party in writing immediately after discovery, but no later than within the applicable shelf life- or guarantee period. The Other Party shall bear all risks of failing to report directly.
5. If a complaint is not reported in a timely manner, it is not possible to make a claim under the applicable shelf life or agreed guarantee.
6. Documents not first presented in draft shall be checked by the Other Party immediately upon receipt thereof. Errors and/or imperfections which can reasonably be detected upon a first inspection will be reported in writing to Ofichem no later than within 2 working days. If such complaints are not reported in a timely manner, the documents are deemed to have been received in a readable and complete manner and to meet the agreement.
7. If the ordered items can only be delivered in (wholesale) packaging Ofichem has in stock or in minimum quantities or numbers, the packaging may show slight anomalies that are acceptable in the industry, as regards stated weights, quantities, contents and suchlike. These anomalies are not classed as shortcomings on the part of Ofichem and claims under the guarantee regarding these shall not be possible.
8. Complaints shall not suspend the Other Party's payment obligations.
9. The Other Party shall give Ofichem the opportunity to investigate the complaint and provide all relevant information. If it is necessary for the items to be returned for investigation, this will be at the expense of the Other Party, unless the complaint proves to be justified. The transport risk will always be borne by the Other Party.

10. Returning the items shall take place in a manner to be determined by Ofichem and in the original packaging or deposit packaging.
11. No complaints can be lodged about:
 - a. documents that have been changed or modified by the Other Party after receipt in a manner which makes it impossible to determine the contents of the original document, unless the Other Party has (a copy of) the original document for the sake of comparison;
 - b. errors and/or imperfections in approved documents which the Other Party could have found if it had carefully studied the draft document;
 - c. items that have been changed in nature and/or composition or that have been fully or partially treated or processed after receipt.

Article 13: Guarantees

1. Ofichem shall execute the agreed assignments and deliveries in a proper manner and in accordance with standards applicable in the industry, but shall never provide a more extensive guarantee than has been agreed.
2. Ofichem shall be responsible during the shelf life- or guarantee period for the usual quality and reliability of the items delivered.
3. For the use of the components required for the production of the items, Ofichem shall rely on the information about the properties of these materials provided by the manufacturer or supplier. If the manufacturer or supplier provides a warranty for these components or the items delivered, this warranty applies in the same manner between the parties. Ofichem shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wishes to process or use the items differs from the customary use of these items, Ofichem shall only guarantee that the items are suitable for this if she has confirmed so in writing to the Other Party.
5. No claim can be made under the guarantee and/or shelf life, if failures, loss of quality or impairment of the items is caused by obsolescence of these items during storage thereof by or on behalf of the Other Party before taking these items into use/processing.
6. No claim can be made under the shelf life period or guarantee until the Other Party has paid the price agreed for the items.
7. In the case of a justified claim under the shelf life period or guarantee Ofichem will arrange - at her discretion - for a replacement of the items free of charge or a repayment or discount on the agreed price. If there is any additional damage, the provisions set out in the Liability Article shall apply.

Article 14: Liability

1. Ofichem shall accept no liability other than the guarantees explicitly agreed or given by Ofichem.
2. Ofichem is only liable for direct damage. Any liability for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If Ofichem is liable, the liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by Ofichem, the liability for compensation shall be limited to the invoice amount of the delivered items.
5. The Other Party must sue Ofichem for any damage suffered by him within 6 months after he became or could have become aware of it.
6. If Ofichem has to carry out the assignment on the basis of the documents provided by or on behalf of the Other Party, she shall not be liable for the content, correctness or completeness of these documents.

7. Ofichem is not liable - and the Other Party cannot make a claim under the applicable shelf life or guarantee - if the damage has arisen due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advice, operating instructions, leaflets and suchlike provided by or on behalf of Ofichem;
 - b. incompetent safekeeping (storage) of the items;
 - c. errors or incompletenesses in the information provided to Ofichem by or on behalf of the Other Party;
 - d. instructions or directions from/on behalf of the Other Party;
 - e. taking or performing business (policy) decisions by the Other Party based on the documents delivered by Ofichem. The Other Party shall at all times remain responsible for its own decisions;
 - f. or due to a choice of the Other Party, which deviates from Ofichem's advice and/or what is customary;
 - g. or due to the fact that the Other Party on his behalf carried out adjustments to the delivered items, without Ofichem's explicit prior permission.
8. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies Ofichem against any claims from third parties.
9. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or wilful recklessness by Ofichem or the supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall Ofichem indemnify the Other Party against any third party claims.

Article 15: Payment

1. Ofichem may require (partial) advance payment or other security for payment at all times.
2. Payment must take place within an expiry period of 14 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within the payment term.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to Ofichem a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. If payment is not forthcoming after notice was given, Ofichem may charge the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
5. For the calculation of the extrajudicial collections costs Ofichem may, after 1 year, increase the principal amount by the default interest accrued in that year.
6. In the absence of full payment, Ofichem may terminate the agreement without further notice of default by a written statement or to suspend her obligations under the agreement until payment is received or provided appropriate security. Ofichem shall also have the aforementioned right of suspension if she has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
7. Ofichem will initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
8. The Other Party may not deduct any claims of Ofichem from any reclamations that it has on Ofichem. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

Article 16: Retention of title

1. All items supplied/to be supplied under the Agreement shall remain the property of Ofichem until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. On the delivery of identical, non-individualized items, the consignment relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock, in the warehouse and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
4. The Other Party may resell the items during his normal business operations, provided he stipulates that his customers recognize an identical retention of title on these items.
5. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.
6. The Other Party informs Ofichem immediately in writing if third parties claim to have ownership or other rights to the items.
7. As long as the Other Party holds the items, it shall carefully store them as identifiable property of Ofichem.
8. The Other Party arranges a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on Ofichem's request he will give access to the insurance policy and any included proof of premium payments.
9. If the Other Party contravenes this article or if Ofichem claims retention of title, Ofichem and her employees may enter the Other Party's site and take possession of the items. This does not affect Ofichem's right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

Article 17: Intellectual property rights

1. Ofichem is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the items, documents and suchlike delivered, produced and/or developed by her in the context of the agreement. The exercise of these rights is explicitly and exclusively reserved to Ofichem.
2. This means, among other things, that the Other Party may not:
 - a. use the documents delivered or produced by Ofichem outside the context of the agreement, may not multiply them or provide them to third parties or allow inspection of them to third parties;
 - b. (have a third party) copy, change, reproduce and suchlike the items or components thereof delivered or produced by Ofichem;without prior written permission of Ofichem.
3. The Other Party may not use the brand name(s) and logos and suchlike of Ofichem without the express written permission of Ofichem. Brand names, logos and other images may after permission only be placed using the format in which they have been provided by Ofichem.
4. Unless otherwise agreed, the Other Party shall forfeit an immediately due and payable penalty of € 25,000.00 for each infringement to Ofichem for the infringement of the provisions referred to above. This is without prejudice to the right of Ofichem to demand full compensation of damages.
5. The Other Party guarantees that the documents and files provided by it to Ofichem shall not infringe any intellectual property right of any third party. It is liable for any damage that Ofichem suffers because of such infringements and shall indemnify it against any claims from third parties.

Article 18: Right of retention

1. Ofichem may suspend the supply/return of the documents that she has created/edited for the Other Party that, as part of the agreement, are in her custody, until the Other Party has paid all payable debts with regard to that agreement.
2. Ofichem is not liable for any damage - of whatever nature - arising from the right of retention it is exercising.

Article 19: Bankruptcy, loss of power to dispose of property and suchlike

1. Ofichem may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 20: Force majeure

1. In the event of force majeure of the Other Party or Ofichem, the latter may terminate the agreement by means of a written statement to the Other Party or suspend compliance with her obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to Ofichem shall include: a non-culpable shortcoming by Ofichem, a non-culpable shortcoming of third parties or suppliers engaged by Ofichem or other serious grounds on her part.
3. In any case force majeure applies to Ofichem in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of Ofichem or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, import and export hindering measures and lack of materials.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfill its obligations towards Ofichem until that moment.

Article 21: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, Ofichem may require fixed damages from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of Ofichem and dependent on all deliveries made and/or work already performed in the context of an assignment, these damages shall amount to 20 to 100% of the agreed price.
2. The Other Party shall indemnify Ofichem against any third-party claims resulting from the cancellation.
3. Ofichem may set off the damages due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
4. Should the execution of the agreement be suspended at the request of the Other Party, the costs incurred for the deliveries/work that are carried out and the delivered services, shall be immediately due and payable and Ofichem will have the right to charge these to the Other Party. This also applies to all costs incurred or costs resulting from the suspension.

5. Costs Ofichem incurs as a result of resumed deliveries, work and/or services are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, Ofichem may terminate the agreement by means of a written statement to the Other Party.

Article 22: Applicable law, jurisdiction

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where Ofichem is established, although Ofichem shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. If the Other Party is established outside the Netherlands, Ofichem shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: March 16, 2018