

1. **Applicability:** The general terms and conditions of sale shall apply to any and all offers, confirmations and agreements between the Seller and the Buyer, unless wholly and or partially agreed otherwise, explicitly and in writing. The Buyer's general terms and conditions will not apply, and no reference now or in the future to the Buyer's general terms and conditions will have any effect on these offers, confirmations and agreements, unless wholly or partly agreed otherwise, explicitly and in writing. Seller in these conditions means ND Pharma & Biotech Co Ltd Registered Offices in Surrey-England, UK and/or the Commercial Branch INTABIOTECH_{SLU} with Registered Offices in Valencia, Spain.

2. **Agreement:** All quotations of Seller will be without engagement. A sales agreement is concluded only after Seller's written confirmation of an order. Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for the Agreement with respect to other deliveries.

3. **Delivery:** Unless expressly agreed otherwise, terms of delivery shall be set in accordance with Incoterms 2000 plus latest amendments. The Buyer shall submit shipping information required for Product delivery to the Seller via e-mail preferably or facsimile or by other means agreed upon by the Parties, at least five working days before the scheduled shipment. Should the Buyer fail to timely submit shipping instructions, the time of delivery of the Product shall be at least extended by the overdue period. Consequently Seller shall not be liable for non-delivery or for any delay in delivery. The Seller shall transfer the shipping details to the Buyer via electronic mail, facsimile or by other means agreed upon by the Parties, within five days after shipment of the Product. Seller shall to the best of his ability observe the time of delivery agreed upon. However, delays shall not entitle Buyer to claim cancellation of the Agreement and/or indemnification. An agreement which does not accurately specify the delivery times, or in which other specifications are missing, shall not become binding upon Seller until the missing delivery times and or specifications have been communicated to Seller and have been agreed upon. Quantity and quality of the products shall be established at the Seller's loading place by or on behalf of Seller, and the findings shall be accepted as conclusive evidence of the quality and quantity of the products. Buyer or his representative shall have the right to attend, provided Seller has been timely informed of the intention to do so. Seller may deviate up to 5% from the agreed quantities, and the sum to be paid by Buyer shall be adapted accordingly.

4. **Prices, taxes and levies:** Prices are subject to change without prior notification, unless they are expressly designated as firm for a specific period, in conformity with a written quotation or sales acceptance issued by Seller. Unless otherwise indicated, prices are exclusive of any taxes, levies and other charges, whether of a general or of a special nature, which shall be charged to Buyer.

5. **Payment:** The product shall be invoiced prior to its dispatch. All duties, taxes or other governmental charges, if due, shall be shown separately on the invoice. Buyer shall pay in such a way that Seller's bank account as printed on its invoice will be credited for the full amount in the currency invoiced without any deduction for whatsoever reason, for good value, at the latest on the agreed due date. If payment is due on a Sunday or holiday, payment should be made on the following banking day. If payment is due on Saturday, payment has to be made on the preceding Friday. Should the Buyer fail to pay an invoice, the Seller shall be entitled to temporarily suspend all shipments until receipt of the outstanding amount from the Buyer. Interest will be charged on payment received after due date at Libor rate + 3% where Libor shall be the one month interest rate as quoted by the BBA (British Bankers Association). Should the buyer fail to pay in accordance with the specified payment terms, buyer shall pay a penalty of 0.1% of the outstanding amount for each overdue day.

6. **Retention of title:** As long as Buyer has not paid the full purchase price, title in the products remains with Seller. If payment is not made in time or in full, Buyer shall at Seller's first request return the products to Seller. Failing this, Seller shall be entitled, without prejudice to his other rights and remedies, to take back the sold products without any summons, notice of default or judicial intervention being required. As long as Seller retains title in the

products' sold, said products shall be used only by Buyer himself for processing or working up in the normal conduct of his business.

7. **Default by Buyer:** If buyer does not, not timely or not properly fulfill any obligation, and also if Buyer is confronted with a winding up petition, winding up, liquidation or dissolution of his business, or an application for or granting of an official moratorium, Seller shall have the right to give notice or termination of the whole or part of the Agreement or of suspension of its performance in whole or in part. This shall be done by registered letter, without any further notice of default or intervention of any court being required, and without Seller being liable for damages, without prejudice to all other rights of Seller. As soon as any of the above mentioned circumstances has arisen, all claims Seller has with respect to Buyer shall immediately become payable.

8. **Warranty:** Seller makes no guarantees, warranties, representations express or implied, including warranty of merchantability or fitness for a particular use or otherwise, except that the product sold hereunder shall conform, on the date of delivery, to the agreed upon specifications.

9. **Claims and liability:** Except in case of gross negligence or willful misconduct, the Seller shall not be liable for any loss or damage resulting from use of the product sold hereunder in any manufacturing process or in combination with other substances. Claims on account of quantity, quality or damage to the product are waived unless made by the Buyer in writing and substantiated with the findings of an independent surveyor, within fourteen (14) days from the date of delivery. Seller shall not be liable for indirect or consequential damages, except in the case of gross negligence or willful misconduct. Seller's liability shall never exceed the value of the product, in respect of which the claim is made, at the moment of sale. Seller shall not be liable for any damage, whatever its nature, directly or indirectly arising from or relating to the use, processing, sale or distribution of the products, and Buyer shall indemnify, protect and hold Seller harmless against any claim in this respect.

10. **Force majeure:** Force majeure shall mean all circumstances reasonably beyond control of Seller and affecting Seller's ability to produce, acquire, sell or deliver the products in the manner meant in the Agreement. This shall include, but not limited to, actions beyond Seller's such as: wars, military actions, blockades, other international sanctions, fires, floods, strikes, insurrections, riots, embargoes, stock shortages, transportation delays or requests of any governmental authority or agency, or either party's compliance therewith, or by governmental probation, regulation or priority, the inability of the seller to obtain on terms deemed by him to be practicable, any feedstock or other raw material or from any other delay or failure due to any cause beyond Seller's control, similar or dissimilar to any such causes. Seller shall not be liable to buyer for any loss or damage arising from non compliance, or from failure to comply in time or in full, with any obligation caused by force majeure. Seller shall have the right to allocate, in a manner that Seller considers reasonable, the quantities of products available to Seller among his customers and his own requirements.

11. **Applicable law:** The present Agreement shall be governed by British and/or Spanish laws, (in dependence of the company acting as Seller), and therefore the European Union Law. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna, the April, 11, 1980 shall not be applicable to the Agreement. All disputes arising from or in connection with the Agreement shall be subject to the judgment of the Courts of election of Seller, without prejudice to Seller's right to summon Buyer before the judge competent at the latter's domicile.

12. **Separability:** These terms and conditions shall be deemed separable, and if any portion thereof is held to be invalid for any reason, the remainder shall not be deemed invalid but remain in full force and effect.

13. **Assignment:** Neither party shall assign the Agreement without written consent of the other party, the sole exception being that Seller may assign the Agreement in whole or in part to any of his subsidiaries or associated companies.

This “Terms” are also applicable for the USA and territories.

All orders for product (“Product”) are subject to written acceptance by the ND Pharma & Biotech Co., its commercial entities, underwriters, subsidiaries, licensed companies and any other entitled to act on behalf of The ND Pharma & Biotech Co., that is to sell the Product (“Seller”), and to on-going credit approval. The complete and exclusive agreement between Seller and buyer (“Buyer”) is contained in these Terms and in other document(s), if any, agreed to in writing by Seller and Buyer (collectively, “Contract”), and cancels and supersedes any prior understandings or agreements.

BUYER’S SUBMISSION OF ANY PURCHASE ORDER OR LIKE DOCUMENT (“ORDER”) NOT SPECIFICALLY AGREED TO BY SELLER IN WRITING IN ADVANCE IS HEREBY REJECTED, AND AUTOMATICALLY CONSTITUTES BUYER’S IRREVOCABLE ACCEPTANCE OF THESE TERMS. ANY PERFORMANCE OR OTHER ACTION UNDERTAKEN BY SELLER FOLLOWING ITS RECEIPT OF SUCH ORDER, INCLUDING ACKNOWLEDGEMENT OF ORDER RECEIPT, OR SELLER’S RECEIPT OF ANY PAYMENT, AS WELL AS THE RIGHTS AND OBLIGATIONS OF SELLER AND BUYER, SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS (AND, IF APPLICABLE, THE REMAINDER OF THE CONTRACT).

1. **ACCEPTANCE/PRICE/PAYMENT:** Except as stated therein, quotations are held open for **thirty (30) days** from the date on the quotation. Prices quoted will be firm for orders scheduled by Seller to be delivered within sixty (60) days after the quotation date; otherwise, Seller reserves the right to apply prices in effect, including any applicable tariffs, at the time of delivery, including any surcharges applicable to the cost of production, distribution or storage of Product. Prices do not include sales, use, excise, or other similar taxes or governmental charges, and Buyer will pay all such present and future taxes and charges. If any government action, order or request prevents Seller from adjusting or continuing in effect the price stated in the Contract, Seller shall have the right to cancel the Contract with respect to all or a portion of Product deliverable thereunder, without any liability whatsoever. Each delivery of Product is a separate and independent transaction, and payment for each delivery shall be made accordingly. Payment when not in full prior to any delivery of Product, will be due immediately after reception of Goods and when agreed and credit were conceded to a specific customer, payment should be and in fact is due thirty (30) days after invoice date. All payments are to be made in European Union (€) currency and in full, and are not subject to set-off, recoupment, abatement, counter-claim or any other adjustment. **No Product order shall be cancelled except with the written consent of Seller.**

2. **DELIVERY:** Delivery to Buyer of Product, and corresponding transfer of title and of all risk of loss exclusively to Buyer, shall occur upon Seller’s loading of Product onto the carrier at Seller’s shipping point or as otherwise agreed to in the Contract (the “Delivery Point”). Delivery dates, where stated, are approximate and shall not be strictly construed or enforced. Seller reserves the right to pack the Product otherwise than as specified by Buyer but otherwise in a commercially reasonable manner. Seller’s weights shall govern, absent manifest error.

3. **EXCUSED NON-PERFORMANCE:** (a) Seller shall not be liable for breach of any obligation directly or indirectly attributable to events or circumstances beyond Seller’s reasonable control, and whether affecting Seller or any person or entity whose performance Seller is relying upon, in whole or in part, to satisfy its obligations under the Contract (individually and collectively, “Force Majeure”). Such events include, but are not limited to, acts of God, acts of Buyer, war, riots, accident, fires, explosions, floods, sabotage, terrorism, governmental laws, rules, regulations, orders or action (whether valid or not valid), acts or failure to act by Seller’s suppliers or third parties, natural disaster, weather conditions, or shortages of or inability to obtain (upon Seller’s usual terms and from its usual sources of supply) suitable or sufficient energy, labour, machinery, facilities, raw materials, transportation, supplies or other resources or services. Labour difficulties, strike, lockout or other act of workers shall be conclusively presumed to be beyond Seller’s reasonable control, and accordingly within the meaning and intent of this Paragraph 3. All or some of the quantities of Product deliverable

under, or other performance by Seller under, the Contract that is affected by a Force Majeure event may, in Seller’s sole and absolute discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer’s corresponding obligations), but such Contract shall remain otherwise unaffected.

(b) In no event shall Seller be required to acquire alternative product and/or services from a third party in the event of a Force Majeure. If Seller is unable to supply the quantity of Product stated in the Contract, it may in its sole discretion, without any liability, allocate its available supply among any or all purchasers, as well as itself and its affiliates, in a manner that it determines in good faith to be fair and reasonable.

(c) If, in Seller’s sole and exclusive good faith judgment, (i) its compliance with any governmental law, regulation, rule, order or action (including but not limited to those relating to environment, energy, occupational safety and health, toxic substances, product safety, packaging, consumer protection or transportation) renders the production, marketing or transportation of the Product economically, technically or commercially unfeasible, or (ii) the manufacture, export, import, sale and/or use of the Product, or of any related component or process, by it or any of its affiliates, or by Buyer or any of Buyer’s customers, may breach, violate or infringe any patent or intellectual property right, Seller has the right without liability to discontinue or limit its production or sale of Product hereunder.

4. **PRODUCT SAFETY:** BUYER COVENANTS AND AGREES TO TRANSPORT, STORE, HANDLE, USE, DISPOSE OF AND OTHERWISE DEAL WITH PRODUCT SAFELY AND IN STRICT COMPLIANCE WITH ALL LAWS AND REGULATIONS AND ALL APPLICABLE STANDARDS OF CARE, INCLUDING IN A MANNER NO LESS STRINGENT THAN AS SET FORTH IN SELLER’S LABELS, MATERIAL SAFETY DATA SHEETS AND OTHER SAFETY AND HEALTH INFORMATION. Seller does not warrant the safety of the Product or its use, whether alone or in combination with any other substance or in any process or equipment. Buyer assumes all responsibility for warning its employees, customers, and contractors of any hazards associated with the Product, including those arising from incorporation of the Product into other substances or use in process(es). Seller assumes no liability for Buyer’s failure to comply with Buyer’s obligations under the E.U. REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) regulations.

5. **WARRANTY:** SELLER MAKES NO WARRANTY OF, AND SHALL HAVE NO LIABILITY FOR, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER IS AWARE OF SUCH PURPOSE) OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, AT LAW OR IN EQUITY OR OTHERWISE, OTHER THAN THAT (A) THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED BY BUYER OR ANY THIRD PARTY, SHALL MEET THE SPECIFICATIONS STATED IN THE CONTRACT, AND (B) SELLER SHALL TRANSFER TO BUYER GOOD TITLE TO PRODUCT. IF NO SPECIFICATIONS ARE SO STATED, THEN AT THE DELIVERY POINT PRODUCT SHALL MEET SELLER’S SPECIFICATIONS FOR THE PRODUCT AT THE TIME OF ITS MANUFACTURE. NO OTHER WARRANTY OR LIABILITY WHATSOEVER, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW, STATUTE OR CUSTOM, SHALL APPLY. Product meeting specifications must be accepted and paid for by Buyer. Buyer agrees to inspect the Product and its packaging immediately upon such delivery and to give notice in writing to Seller of any claim within fifteen calendar (15) days after such delivery. Failure to give such notice constitutes an unqualified acceptance of the Product and a waiver of all claims with respect thereto.

6. **LIABILITY:** Seller’s total liability shall be limited to the purchase price of the Product supplied (or to have been supplied) hereunder in respect of which Damages are claimed. All technical or other advice, recommendation or assistance by Seller, whether or not at Buyer’s request, with respect to the Product, its processing, further manufacture, or otherwise, **is given gratis by Seller and Seller shall not be liable for**, and Buyer assumes all risk of, same and the consequences thereof. OTHER THAN AS SET FORTH IN THIS

PARAGRAPH 6, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, AND REGARDLESS (i) WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND (ii) WHETHER SELLER WAS OR SHOULD HAVE BEEN AWARE OF SAME. Upon satisfactory proof of claim by Buyer of Product not meeting specifications as provided in this Contract, and as Buyer's exclusive remedy, Seller will within a reasonable time supply Buyer at the Delivery Point with replacement Product meeting specifications, free of charge, freight prepaid or, at Seller's option, refund the purchase price for the Product upon return of such non-conforming Product. Buyer claims for replacements and returns for credit will not be allowed unless authorized by Seller in writing. The Buyer shall indemnify, defend and hold harmless Seller and its affiliates from and against all claims, proceedings, damages, costs, fees, expenses (including reasonable attorneys' fees and expenses), liabilities, losses, obligations, judgments, and penalties ("Damages") arising out of, or in connection with, any actual or alleged breach by Buyer of its obligations under the Contract, and also from Buyer's transportation, use, storage, handling, disposal, resale of or other dealing with Product.

7. LIMITATIONS OF ACTIONS: Subject to Paragraph 5, Buyer's right to commence a legal action arising out of or in connection with the Contract or the Product expires one (1) year after the cause of action has accrued. Buyer hereby waives any otherwise applicable statute of limitations. Failure by Buyer to commence a legal action within one year forever bars Buyer from commencing any legal action with respect thereto.

8. MANUFACTURING DEVICES AND CONFIDENTIAL INFORMATION: All manufacturing devices, designs, formulas, data, or other technical information of Seller or any of its affiliates relating to the Contract will remain Seller's or its affiliates' confidential property, and Buyer shall not have any rights thereto, nor any right to disclose such items or information to any third party. Nothing in the Contract shall be construed (by implication, estoppel or otherwise) as granting, or as an undertaking by Seller to subsequently grant, to Buyer any license, right, title or interest in or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right.

9. BUYER'S CREDIT/COLLECTION: Notwithstanding any prior credit approval, if Buyer fails to pay in full for any one invoice when payment is due, or if at any time Seller in its sole and exclusive good faith judgment determines Buyer's credit or payment history to be unacceptable, or believes that Buyer's future credit will be unacceptable, Seller reserves the right, among other remedies and without any liability, (a) to cancel any order or to terminate the Contract, (b) to suspend or terminate any shipments of Product, or (c) to require payment in advance or other security for future deliveries. Buyer shall be responsible for the payment of reasonable attorneys' fees and related costs and expenses incurred by Seller in (i) any claim or action by Seller to enforce the Contract, and (ii) successfully defending any claim or action by Buyer.

10. COMPLIANCE: Seller expects that all parties in its supply chain and anyone using Seller's products for other than an end-use similarly meet compliance and responsibility standards within an environment of ethic business and commerce. Buyer shall comply with all applicable legal requirements in its import, use, transport, storage, distribution, and export or re-export of Product (especially if not an end-use), including compliance with the U.S. Foreign Corrupt Practices Act. Seller's export of Product and any related technical information may be subject to laws and regulations controlling the export and re-export of products and data. Seller shall not be obligated to export, transfer or deliver any Products and related data to Buyer if prohibited by applicable law or until all necessary government registrations or authorizations have been obtained. Seller shall not be liable for any expenses or damages resulting from failure to obtain or delays in obtaining any such required government authorizations and may, at its option, rescind a sale if the necessary registrations or authorizations cannot be obtained or are delayed.

11. BINDING EFFECT/ASSIGNMENT: The Contract shall be binding on the successors and assigns of Buyer and Seller; *provided, however,* that Buyer

shall not, directly or indirectly, and whether by operation of law or otherwise, assign any of its rights or delegate any of its obligations under the Contract, or suffer the same to occur without the prior written consent of Seller, signed by Seller. Other than Seller's affiliates, there are no third-party beneficiaries to the Contract.

12. WAIVER/SEVERABILITY: (a) Seller's failure in any instance to insist upon strict performance of any provision of the Contract will not constitute a continuing waiver of such provision, or a waiver of any other provision. No waiver by Seller shall be deemed to arise from any course of dealing or trade custom, and will only be effective if set forth in a separate writing specifically identifying the matter waived, and signed by Seller. (b) If any provision of the Contract is held to be wholly or partly invalid, the validity of the remaining provisions shall not be affected.

13. GOVERNING LAW/CONSTRUCTION/WAIVER OF JURY TRIAL: The Contract shall be interpreted and enforced in accordance with the laws of the Country where ND Pharma & Biotech Co is located and eventually to any other selected at the sole discretion of ND Pharma & Biotech Company, preference given to the EU. Just in case Brexit succeed the governing Laws for this General Terms and conditions document and operations covered by such, will be the Laws of Spain, with jurisdiction choice at sole discretion of ND Pharma & Biotech Co. Ltd., and thus far eht EU laws and Regulations, without regard to the United Nations Convention on the International Sale of Goods or other international treaty, rule or accord, and without regard to conflicts of law principles. These Terms shall supersede any inconsistent provision of any other part of the Contract, unless and to the extent such provision expressly states that it will supersede these Terms. Paragraph headings are exclusively for reference purposes, only. Seller and Buyer hereby irrevocably submit to the exclusive jurisdiction selected by ND Pharma & Biotech Company for the resolution of any suit, action or proceeding, whether by way of claim or counterclaim, under the Contract, and Buyer agrees not to assert any defense to any suit, action or proceeding initiated by Seller based upon improper venue or inconvenient forum. BUYER AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER BY WAY OF CLAIM OR COUNTERCLAIM, BROUGHT BY IT RELATED TO THE CONTRACT SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. BUYER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.