

PHARMAOFFER PLATFORM TERMS OF SERVICE

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations.

By accessing or using the Pharmaoffer Platform, you agree to comply with and be bound by these Terms of Service.

Once you have registered on our platform (opened a Pharmaoffer account) you have explicitly agreed to these Terms of Service.

Once you have sent an order or sent an order confirmation via our platform you have also explicitly agreed to these Terms of Service.

These Terms of Service has been updated **on August 22nd 2018**.

These Terms of Service (“**Terms**”) constitute a legally binding agreement (“**Agreement**”) between you and Pharmaoffer (as defined below) governing your access to and use of the Pharmaoffer website (pharmaoffer.com), including any subdomains thereof, and any other websites through which Pharmaoffer makes the Pharmaoffer Services available (collectively, “**Site**”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “**Application**”) and all associated services (collectively, “**Pharmaoffer Services**”). The Site, Applications and Pharmaoffer Services together are hereinafter collectively referred to as the “**Pharmaoffer Platform**”.

Where ever you reside in the world you are contracting with Pharmaoffer B.V. (hereinafter referred to as “**Pharmaoffer**”).

Our collection and use of personal information in connection with your access to and use of the Pharmaoffer Platform is described in our **Privacy Policy**.

Pharmaoffer provides secure payments services to you, including payment collection services, payments and pay-outs, in connection with and through the Pharmaoffer Platform (“**Pharmaoffer Secure Payment Service or PSP Service**”).

In order to make sure that every payment and pay-out is secure and dedicated only to pay for related orders given, the PSP Services is provided to you through separate bank accounts in various currencies.

Pharmaoffer B.V. is a company registered in the Netherlands under number 69797277, whose registered office is Westerweg 31, 1851 AA Heiloo the Netherlands (“**Pharmaoffer.com**”).

Art. 1 Pharmaoffer Services

Art 1.1

The Pharmaoffer Platform is an online marketplace that brings together the global availability of pharmaceutical raw materials in an extensive database.

Producers and Traders, either represented by legal entities or single person companies, of raw materials (“**Supplier(s)**”) can amongst others, after opening a Pharmaoffer account (“**Pharmaoffer Account**”), upload their product portfolio and quality documents.

Anyone who is interested to buy these products, either represented by legal entities or single person companies, (“**Buyer(s)**”) can search the extensive database and, after opening a Pharmaoffer Account, sent inquiries to Suppliers in order to obtain quotations. Apart from this Buyers can after approval of the Supplier, download producer and product related documents and information. Without approval of the Supplier it is always possible to download the Certificates of Analyses.

Art 1.2

Buyers can upgrade any received inquiry to an order. After explicit confirmation of that order by the Supplier and by the Buyer, the order becomes final and is accepted by both Buyer and Supplier. By doing so, both Buyer and Supplier agree that they have entered into a contract directly with each other. Pharmaoffer is not and does not become a party to this contract. Nor is Pharmaoffer a participant in any contractual relationship between Buyers and Suppliers, nor is Pharmaoffer acting as an Agent in any capacity for any Buyer and/or Supplier.

Pharmaoffer is only involved in operating the Pharmaoffer Platform and the financial clearance that is provided by the PSP Service of the transaction between Buyer and Supplier.

Art 1.3

Buyers and Suppliers and any other visitors of the website Pharmaoffer.com hereinafter together also refer to as “**User(s)**”.

Art 1.4

Pharmaoffer emphasis on the difference in quality of raw materials and offers this information in a clear and easy-to-use portal where Buyers and Suppliers are able to communicate with each other. Pharmaoffer.com is for information purposes only and wants to simplify and accelerate the process of purchasing pharmaceutical raw materials by offering this platform to the Users, supported by a comprehensive database.

As a provider of the Pharmaoffer Platform, Pharmaoffer does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any product or quality documents from the Suppliers product portfolio. Only Suppliers are responsible for their listed product portfolio and quality documents. Pharmaoffer has no control over and does not guarantee the existence, quality, safety, suitability, or legality of any product of the product portfolio and or document of the quality documents of Suppliers and or information listed by Suppliers and or Buyers.

Pharmaoffer does not endorse any Buyer or Supplier.

Any references to a Buyer and or Supplier only indicates that the Buyer and or Supplier has completed a relevant verification and identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Pharmaoffer about any Buyer and or Supplier

including the Buyer and or Supplier identity or background or whether the Buyer and or Supplier is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to enter into any contract with a Buyer or Supplier and or sent inquiries and or communicate online with a Buyer or Supplier.

Art 1.5

When you choose to use the Pharmaoffer Platform your relationship with Pharmaoffer is limited to being an independent, third-party facilitator, and not an employee, agent, joint venture or partner of Pharmaoffer for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Pharmaoffer.

Art 1.6

The Pharmaoffer Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Pharmaoffer is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Pharmaoffer of such Third-Party Services.

Art 1.7

Due to the nature of the Internet, Pharmaoffer cannot guarantee the continuous and uninterrupted availability and accessibility of the Pharmaoffer Platform. Pharmaoffer may restrict the availability of the Pharmaoffer Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Pharmaoffer Platform. Pharmaoffer may improve, enhance and modify the Pharmaoffer Platform and introduce new Pharmaoffer Services from time to time.

Art. 2 Usage of the Pharmaoffer Platform

Art. 2.1

The website Pharmaoffer.com is a commercial website and as such, is not intended for children or minors. You must be at least 18 years old and able to enter into legally binding contracts to access and use the Pharmaoffer Platform or register a Pharmaoffer Account.

By opening a Pharmaoffer Account and accessing or using the Pharmaoffer Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract on behalf of the Buyer or Supplier.

Except from this you declare that you are an employee of the company that you register.

Art 2.2

You also declare that you and the company you represent complies with any applicable export and import control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Buyer and or Supplier services are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted

parties.

Art 2.3

Pharmaoffer may make the access to and use of the Pharmaoffer Platform, or certain areas or features of the Pharmaoffer Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or ordering and cancellation history.

Art 2.4

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Buyer and or Supplier identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Buyer or Suppliers to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Buyers or Suppliers, (ii) screen Buyers or Suppliers against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Buyer or Supplier, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

Art 2.5

The access to or use of certain areas and features of the Pharmaoffer Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms of Service and additional terms and conditions applicable to a specific area or feature of the Pharmaoffer Platform, the latter additional terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

Art. 3 Modifications of these Terms

Art. 3.1

Pharmaoffer reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Pharmaoffer Platform and update the “Last Updated” date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Pharmaoffer Platform will constitute acceptance of the revised Terms.

Art. 4 Account Registration

Art 4.1

You must register or claim an account ("**Pharmaoffer Account**") to access and use certain features of the Pharmaoffer Platform, such as uploading your product portfolio and quality documents when you are a Supplier or sending inquiries and or orders to Suppliers when you are a Buyer, or both. If you are registering a Pharmaoffer Account for a Buyer or Supplier or for both, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

Art 4.2

You can register a Pharmaoffer Account using an email address and creating a password. You must provide accurate, current and complete information during the registration process and keep your Pharmaoffer Account profile page information up-to-date at all times.

Art 4.3

You may not register more than one (1) Pharmaoffer Account unless Pharmaoffer authorizes you to do so. You may not assign or otherwise transfer your Pharmaoffer Account to another party.

Art 4.4

You are responsible for maintaining the confidentiality and security of your Pharmaoffer Account credentials and may not disclose your credentials to any third party. You must immediately notify Pharmaoffer if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Pharmaoffer Account. You are liable for any and all activities conducted through your Pharmaoffer Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

Art 4.5

Pharmaoffer may enable features that allow you, as principle Pharmaoffer Account holder, to authorize other persons that work for your company to log into your Pharmaoffer Account and take certain actions that affect your Pharmaoffer Account. For example, we may allow these other persons to manage your Pharmaoffer Account and or manage product portfolio and or quality documents issues. These other persons helps you to manage your Pharmaoffer Account. These features do not require that you share your credentials with any other person working in your company. No third party is authorized by Pharmaoffer to ask for your credentials, and you shall not request the credentials of another Buyer or Supplier.

Art 4.6

Pharmaoffer may enable features that allow you, as principle Pharmaoffer Account holder, to authorize other Users that work together with your company acting as a distributor to grant rights such as to answer to inquiries and or orders received by you. These features do not require that you share your credentials with any other company acting as a distributor for your company. No third party is authorized by Pharmaoffer to ask for your credentials, and you shall not request the credentials of another User.

Art 5 Content

Art 5.1

Pharmaoffer may, at its sole discretion, enable Buyers and Suppliers to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Pharmaoffer Platform ("**Account Content**"); and (ii) access and view Account Content and any content that Pharmaoffer itself makes available on or through the Pharmaoffer Platform, including proprietary Pharmaoffer content and any content licensed or authorized for use by or through Pharmaoffer from a third party ("**Pharmaoffer Content**" and together with Account Content, "**Collective Content**").

Art 5.2

The Pharmaoffer Platform, Pharmaoffer Content, and Account Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Pharmaoffer Platform and Pharmaoffer Content, including all associated intellectual property rights, are the exclusive property of Pharmaoffer and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Pharmaoffer Platform, Pharmaoffer Content or Account Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Pharmaoffer used on or in connection with the Pharmaoffer Platform and Pharmaoffer Content are trademarks or registered trademarks of Pharmaoffer in the United States and other countries. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Pharmaoffer Platform, Pharmaoffer Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

Art 5.3

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Pharmaoffer Platform or Collective Content, except to the extent you are the legal owner of certain Account Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Pharmaoffer or its licensors, except for the licenses and rights expressly granted in these Terms.

Art 5.4

Subject to your compliance with these Terms, Pharmaoffer grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Pharmaoffer Platform and accessible to you, solely for your personal and non-commercial use.

Art 5.5

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Account Content on or through the Pharmaoffer Platform, you grant to Pharmaoffer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Account Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Account Content to provide and/or promote the Pharmaoffer Platform, in any media or platform. Unless you provide specific consent, Pharmaoffer does not claim any ownership rights in any Account Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Account Content.

Art 5.6

You are solely responsible for all Account Content that you make available on or through the Pharmaoffer Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Account Content that you make available on or through the Pharmaoffer Platform or you have all rights, licenses, consents and releases that are necessary to grant to Pharmaoffer the rights in and to such Account Content, as contemplated under these Terms; and (ii) neither the Account Content nor your posting, uploading, publication, submission or transmittal of the Account Content or Pharmaoffer's use of the Account Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Art 5.7

You will not post, upload, publish, submit or transmit any Account Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other company or person; (v) promotes illegal or harmful activities or substances; or (vi) violates Pharmaoffer's content policy or any other Pharmaoffer policy. Pharmaoffer may, without prior notice, remove or disable access to any Account Content that Pharmaoffer finds to be in violation of these Terms or Pharmaoffer's policies or standards, or otherwise may be harmful or objectionable to Pharmaoffer, its Account holders, third parties, or property.

Art 5.8 Pharmaoffer respects copyright law and expects its Account holders to do the same. If you believe that any content on the Pharmaoffer Platform infringes copyrights you own, please notify us.

Art 6 Service Fees

Art 6.1

The PSP Service is provided to you by Pharmaoffer. This service includes payment collection services, payments and pay-outs, in connection with and through the Pharmaoffer Platform. The service is rendered in order to make sure that every payment and pay-out is secure and dedicated only for its intended purpose i.e. to pay for orders of pharmaceutical raw materials.

Art 6.2

Pharmaoffer may restrict the availability of the PSP Service, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the PSP Service. Pharmaoffer may improve, enhance and modify the PSP Service and introduce new payment services from time to time.

Art 6.3

The PSP Service may contain links to the third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms and conditions and privacy practices and Pharmaoffer Account holders should review them independently. Pharmaoffer is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Pharmaoffer of such Third-Party Services.

Art 6.4

You may not use the PSP Service except as authorized by EU Law, United States Law, the laws of the jurisdiction in which you reside, and any other applicable laws. In particular, but without limitation, the PSP Service may not be used to send or receive funds: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. You represent and warrant that: (i) neither you nor your Supplier company is located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

Art 6.5

Your access to or use the PSP Service may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these PSP Service Terms and terms and conditions applicable for a specific payment service, the latter terms and conditions will take precedence with respect to your use of or access to that payment service, unless specified otherwise.

Art 6.6

In order to use the PSP Service, you must have an Pharmaoffer Account in good standing. Before submitting an order to a Supplier, the Buyer is be asked by Pharmaoffer to fully complete all the necessary account information, including but not limited to the payment method, bank account number and swift information, that Pharmoffer requires in order to provide the PSP Service. Before confirming an order to a Buyer, the Supplier is be asked by Pharmaoffer to fully complete all the necessary account information, including but not limited to the payment method, bank account number and swift information, that Pharmoffer requires in order to provide the PSP Service. If Pharmaoffer does not obtain all the necessary information of the Buyer or the Supplier no PSP Service can be performed.

Art 6.7

If you or Pharmaoffer closes your Pharmaoffer Account for any reason, you will no longer be able to use the PSP Service.

Art 6.8

You may authorize a third party to use your Pharmaoffer Account in accordance with the Pharmaoffer Terms. You acknowledge and agree that anyone you authorize to use your Pharmaoffer Account may use the PSP Service on your behalf and that you will be responsible for any payments made by such person.

Art 6.9

You must be at least 18 years old and able to enter into legally binding contracts to use the PSP Service. By using the PSP Service you represent and warrant that you are 18 or older.

Art 6.10

If you are agreeing to these PSP Service Terms on behalf of a company or other legal entity, i.e. a Buyer and or a Supplier, you represent and warrant that you have the authority to bind that company or other legal entity to these PSP Service Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Art 6.11

Pharmaoffer may make access to and use of certain areas or features of the PSP Service subject to certain conditions or requirements, such as completing a verification process or meeting specific eligibility criteria.

Art 6.12

We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include (i) asking you to provide a form of government identification (e.g., driver's license or passport), your date of birth, your address, and other information; (ii) asking you to provide a copy of a recent bank statement on which your companies name and account number can be identified; (iii) requiring you to take steps to confirm ownership of your email address, Payment Methods or Pay-out Methods; or (iv) attempting to screen your information against third-party databases. Pharmaoffer reserves the right to close, suspend, or limit access to the PSP Service in the event we are unable to obtain or verify any of this information.

Art 6.13

When you confirm an order you will be asked to provide customary billing information such as name, billing address, and bank account information either to Pharmaoffer or its third-party payment processor(s). You must provide accurate, current, and complete information.

The information required will include for wire payments:

- the companies name and address of the Bank account
- IBAN number and Swift (BIC code) and or
- corresponding Bank information.

Art 6.14

When you add bank wire payment information, Pharmaoffer may verify this information by asking you to authorize and transfer a nominal amount, not to exceed one euro or one dollar. For further verification, we may require you to upload a bank account statement.

Art 6.15

To verify your Pay-out Method, Pharmaoffer may send one or more payments of nominal amounts to your bank account. We may, and retain the right to, initiate refunds of these amounts from your Pay-out Method. When you add your bank account information we will automatically save that bank information to your Pharmaoffer Account so it can be used for a future transaction.

Art 6.16

Please note that Payment Methods and Pay-out Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Pay-outs in connection with the PSP Service (including deducting charges from the Pay-out amount), and Pharmaoffer is not responsible for any of such fees and disclaims all liability in this regard. Your Payment Method or Pay-out Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Pay-out Method.

Art 6.17

You authorize Pharmaoffer to store your Payment Method information and charge your Payment Method as outlined in these Payments Terms. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or

otherwise, we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your Pharmaoffer Account.

Art 6.18

You are solely responsible for the accuracy and completeness of your Payment Method and Pay-out Method information. Pharmaoffer is not responsible for any loss suffered by you as a result of incorrect Payment Method or Pay-out Method information provided by you.

Art 7 Terms and Financial Terms for Buyers

Art 7.1

When creating a Pharmaoffer Account on the Pharmaoffer Platform you must (i) provide complete and accurate information about your company that is asked in the registration and validation processes (ii) provide any other pertinent information requested by Pharmaoffer. You are responsible for keeping your Pharmaoffer Account up-to-date at all times.

Art 7.2 Pictures, animations or videos (collectively, "**Images**") used in your Pharmaoffer Account must accurately reflect the quality and condition of your company. Pharmaoffer reserves the right to require that your company information has a minimum number of Images of a certain format, size and resolution.

Art 7.3

When you as a Buyer upgrade any inquiry to an order, your order will be presented to you prior to finally submitting the order to the Supplier.

After confirmation of your order by the supplier you will receive an order confirmation and a pro forma invoice (including payment instructions). You may deny or confirm the order.

When you deny the order the order is cancelled.

When you confirm the order a legally binding agreement is formed between you and the Supplier provided that the Pharmaoffer validation process results in a positive qualification of both Buyer and Supplier.

After a positive validation of both Buyer (see resp. art 7.4.1, art 7.4.2, art 7.4.3 and art 7.4.4) and Supplier (art 8.6.1, art 8.6.2, art 8.6.3 and art 8.6.4) is communicated to you, you will receive the pro forma invoice and payment instructions. You will be asked to execute these payment instructions and pay the total order amount to the appropriate bank account number in EURO or USD either: the Pharmaoffer Secure Payment EURO account, bank account number NL69 INGB 0008 6141 24 SWIFT/BIC code NLINGB2A or

the Pharmaoffer Secure Payment USD account, bank account number NL55 INGB 0020 1115 92 SWIFT/BIC code NLINGB2A.

Once the payment transfer of the total amount is received on the Pharmaoffer Secure Payment account, you and the Supplier will receive a confirmation message and email.

Art 7.4

When you confirm the order you will be asked to provide Pharmaoffer with all information necessary to validate you and your company. This information includes amongst others financial related information and quality related information.

Art 7.4.1 Financial related information

Only the first time an order is confirmed or when changes in the information details become apparent, Buyers need to upload:

- 1) Billing information such as the company name, billing address.
- 2) If the delivery is in the same country as the Supplier or within the EU the VAT number must be known to Pharmaoffer.
- 3) For Buyers in China the USCI number of the company as issued by Chinese authorities.
- 4) If a European IBAN account is available: IBAN bank account number and BIC/SWIFT code.
If a European IBAN account is not available: an overview of the bank account details.
Bank account currency needs to be the same as the currency of the order.
- 5) A copy of a recent bank account statement (not older than 1 month) showing at least the company name and bank account.
- 6) Copy of the excerpt of the Chamber of Commerce of the Buyer company (not older than 1 year).
- 7) Copy of the passport of the UBO('s) (ultimate beneficial owner(s)).
- 8) Mobile phone number of the subscriber of the company.
- 9) Pharmaoffer has the right to ask for additional information if that is deemed necessary.

You must provide accurate, current, and complete information.

Art 7.4.2 Quality related information

Only the first time an order is approved or when changes in the information details become apparent, Buyers need to upload:

- 1) All necessary documentation to proof that they are allowed to produce, trade or buy the specific pharmaceutical raw material of the order.
- 2) A copy of the passport and the telephone number of the Pharmacist.

You must provide accurate, current, and complete information.

Art 7.4.3

Pharmaoffer will validate all the information that has been received under art 7.4.1 and art 7.4.2 and may ask for additional documents and or may contact the Fraud Authorities in the countries where Buyer is located and check if the specific Buyer is registered as a legal entity to produce, trade or buy the specific raw material.

Art 7.4.4

Pharmaoffer will inform the Supplier of the outcome of the validation.

A positive validation does not necessarily mean that Pharmaoffer has received all the information under art 7.4.1 and art 7.4.2.

There can be no communication regarding this internal validation process of Pharmaoffer.

Buyer, Supplier and or other company or institution cannot derive any rights, or hold Pharmaoffer responsible or liable, of a positive validation by Pharmaoffer.

If the validation is positive then the order will be processed via our platform.

If the validation is negative the order is not approved by the platform and is cancelled.

The Buyer or Supplier of whom the validation is negative will be removed from our platform.

Art 7.5

When the Buyer confirms the order and shipment of the order is fully or partially at risk for the Buyer, Pharmaoffer recommends that the Buyer obtains an appropriate insurance when the shipment is transported. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the shipment of the specific order in question.

Art 7.5

After Pharmaoffer has confirmed that the total order amount is received on the Pharmaoffer Secure Payment account, Supplier will deliver the ordered raw materials at the agreed date of delivery.

Art 7.5.1

The date on which Pay-outs to the Supplier are executed differ for each delivery condition. In the event of EX works delivery condition Pharmaoffer will Pay-out the total order amount as explained in this article.

It may be that on the date of the Pay-out, the shipment has not arrived at the company of the Buyer. However the shipment is after Ex works delivery under custody of the transporter that is paid by the Buyer. The shipment is now a Buyers risk.

Before Pay-out to the Supplier is effected, Pharmaoffer will verify with the Buyer if the shipment is indeed under custody of the transporter.

If the Buyer does, within 3 working days after Pharmaoffer has requested the confirmation, confirms that the shipment is under custody of the transporter/Buyer, Pharmaoffer will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after this confirmation has been received.

If the Buyer does not, within 3 working days after Pharmaoffer has requested the confirmation, confirm that the shipment is under custody of the transporter/Buyer, Pharmaoffer will presume that the shipment is under custody of the transporter/Buyer and will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after the 3 working days period has ended and no dispute has been opened.

If the Buyer opens a dispute within 3 working days after Pharmaoffer has requested the confirmation, the procedure in Art 16 Problems and disputes between Buyers and Suppliers will apply.

Art 7.5.2

In the event of CIF (Costs, Insurance and Freight) delivery condition Pharmaoffer will Pay-out the total order amount as explained in this article.

The date at which the order has been delivered in the warehouse or the port of destination needs to be confirmed by the Supplier to Pharmaoffer. It may be that on the date of the Pay-out, the shipment has not arrived at the company of the Buyer. However the shipment is now under custody of the transporter that is paid by the Buyer. The shipment is now a Buyers risk.

Before Pay-out to the Supplier is effected, Pharmaoffer will verify with the Buyer if the shipment is indeed under custody of the transporter.

If the Buyer does, within 3 working days after Pharmaoffer has requested the confirmation, confirms that the shipment is under custody of the transporter/Buyer, Pharmaoffer will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after this confirmation has

been received.

If the Buyer does not, within 3 working days after Pharmaoffer has requested the confirmation, confirm that the shipment is under custody of the transporter/Buyer, Pharmaoffer will presume that the shipment is under custody of the transporter/Buyer and will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after the 3 working days period has ended and no dispute has been opened.

If the Buyer opens a dispute within 3 working days after Pharmaoffer has requested the confirmation, the procedure in Art 16 Problems and disputes between Buyers and Suppliers will apply.

Art 7.5.3

In the event that a Buyer is confronted with a problem or want to open a dispute, the procedure in Art 16 Problems and disputes between Buyers and Suppliers will apply.

Art 8 Terms and Financial Terms for Suppliers

Art 8.1

When creating a Pharmaoffer Account on the Pharmaoffer Platform you must (i) provide complete and accurate information about your company that is asked in the registration process, (ii) provide complete and accurate information about the pharmaceutical raw materials you provide and about the quality documents and expiration dates of these documents your company has available. You are requested to upload all available non expired quality documents and keep the uploaded documents up-to-date when they expire, and (iii) provide any other pertinent information requested by Pharmaoffer.

You are responsible for keeping your Pharmaoffer Account up-to-date at all times.

Art 8.2 Pictures, animations or videos (collectively, "**Images**") used in your Pharmaoffer Account must accurately reflect the quality and condition of your company. Pharmaoffer reserves the right to require that your company information has a minimum number of Images of a certain format, size and resolution.

Art 8.3

The ranking of Suppliers on the result page of the Pharmaoffer Platform may vary and depends on a variety of factors:

- complete and positive validation
- turnover through the Pharmaoffer Platform
- number of orders
- average response time
- average number of uploaded quality documents per product
- other criteria.

Art 8.4

When you as a Supplier receive an order form a Buyer, you will receive the order as submitted by the Buyer. You may deny or confirm the order and or add conditions if required.

When you confirm the order a legally binding agreement is formed between you and the Buyer provided that the Pharmoffer validation process results in a positive qualification of both Buyer and Supplier.

After a positive validation of both Buyer (see resp. art 7.4.1, art 7.4.2, art 7.4.3 and art 7.4.4) and Supplier (art 8.6.1, art 8.6.2, art 8.6.3 and art 8.6.4) is communicated to you, the pro forma invoice

and payment instructions will be sent to the Buyer. The Buyer is asked to execute these payment instructions and pay the total order amount to the appropriate bank account number in EURO or USD either:

the Pharmaoffer Secure Payment EURO account, bank account number NL69 INGB 0008 6141 24 SWIFT/BIC code NLINGB2A or

the Pharmaoffer Secure Payment USD account, bank account number NL55 INGB 0020 1115 92 SWIFT/BIC code NLINGB2A.

Once the payment transfer of the total amount is received on the Pharmaoffer Secure Payment account, you and the Buyer will receive a confirmation message and email.

Art 8.5

When you confirm the order you will be asked to provide Pharmaoffer with all information necessary to validate you and your company. This information includes amongst others financial related information and quality related information.

Art 8.6.1 Financial related information

Only the first time an order is confirmed or when changes in the information details become apparent, Suppliers need to upload:

- 1) Billing information such as the company name, billing address.
- 2) If the delivery is in the same country as the Buyer or within the EU the VAT number must be known to Pharmaoffer.
- 3) For Suppliers in China the USCI number of the company as issued by Chinese authorities.
- 4) If a European IBAN account is available: IBAN bank account number and BIC/SWIFT code. If a European IBAN account is not available: an overview of the bank account details. Bank account currency needs to be the same as the currency of the order.
- 5) A copy of a recent bank account statement (not older than 1 month) showing at least the Supplier company name and bank account.
- 6) Copy of the excerpt of the Chamber of Commerce of the Supplier company (not older than 1 year).
- 7) Copy of the passport of the UBO('s) (ultimate beneficial owner(s)).
- 8) Mobile phone number of the user of the company.
- 9) Pharmaoffer has the right to ask for additional information if that is deemed necessary.

You must provide accurate, current, and complete information.

Art 8.6.2 Quality related information

Only the first time an order is approved or when changes in the information details become apparent, Suppliers need to upload:

- 1) All necessary documentation to proof that they are allowed to produce, trade or buy the specific pharmaceutical raw material of the order.
- 2) A copy of the passport and telephone number of the Pharmacists.

You must provide accurate, current, and complete information.

Art 8.6.3

Pharmaoffer will validate all the information that has been received under art 8.6.1 and art 8.6.2 and may ask for additional documents and or may contact the Fraud Authorities in the countries where the Supplier is located and check if the specific Supplier is registered as a legal entity to produce, trade or sell the specific raw material.

Art 8.6.4

Pharmaoffer will inform the Supplier of the outcome of the validation.

A positive validation does not necessarily mean that Pharmaoffer has received all the information under art 8.6.1 and art 8.6.2.

There can be no communication regarding this internal validation process of Pharmaoffer.

If the validation is positive then the order will be processed via our platform.

If the validation is negative the order is not approved by the platform and is cancelled.

The Buyer or Supplier of whom the validation is negative will be removed from our platform.

Art 8.7

When you confirm the order and the Buyer has also confirmed the order, you will receive from Pharmaoffer an invoice charging you for our service fees (See art 10.).

Pharmaoffer deducts the total amount of this invoice from the total order amount before remitting the Pay-out to you.

Art 8.8

After we have confirmed that we have received the payment from the Buyer you as a Supplier know that the total order amount is secured on the Pharmaoffer Secure Payment account.

You are now obliged to deliver the order at the agreed delivery date and all other specifications agreed between you and the Buyer.

You explicitly agree to never send the order before you have received confirmation of the receipt of payment from Pharmaoffer. If you do not comply with this restriction Pharmaoffer will never be obliged to execute any pay-outs to you.

Art 8.9

Pharmaoffer recommends that the Supplier obtains an appropriate insurance when delivering pharmaceutical raw materials to a Buyer. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the delivery to the Buyer.

Art 8.10.1

The date on which Pay-outs to the Supplier are executed differ for each delivery condition.

In the event of EX works delivery condition Pharmaoffer will Pay-out the total order amount as explained in this article.

It may be that on the date of the Pay-out, the shipment has not arrived at the company of the Buyer. However the shipment is after Ex works delivery under custody of the transporter that is paid by the Buyer. The shipment is now a Buyers risk.

Before Pay-out to the Supplier is effected, Pharmaoffer will verify with the Buyer if the shipment is indeed under custody of the transporter/Buyer.

If the Buyer does, within 3 working days after Pharmaoffer has requested the confirmation, confirms that the shipment is under custody of the transporter/Buyer, Pharmaoffer will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after this confirmation has been received.

If the Buyer does not, within 3 working days after Pharmaoffer has requested the confirmation, confirm that the shipment is under custody of the transporter/Buyer, Pharmaoffer will presume that the shipment is under custody of the transporter/Buyer and will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after the 3 working days period has ended and no dispute has been opened.

If the Buyer opens a dispute within 3 working days after Pharmaoffer has requested the confirmation, the procedure in Art 16 Problems and disputes between Buyers and Suppliers will apply.

Art 8.10.2

In the event of CIF (Costs, Insurance and Freight) delivery condition Pharmaoffer will Pay-out the total order amount as explained in this article.

The date at which the order has been delivered in the warehouse or the port of destination needs to be confirmed by the Supplier to Pharmaoffer. It may be that on the date of the Pay-out, the shipment has not arrived at the company of the Buyer. However the shipment is now under custody of the transporter that is paid by the Buyer. The shipment is now a Buyers risk.

Before Pay-out to the Supplier is effected, Pharmaoffer will verify with the Buyer if the shipment is indeed under custody of the transporter.

If the Buyer does, within 3 working days after Pharmaoffer has requested the confirmation, confirms that the shipment is under custody of the transporter/Buyer, Pharmaoffer will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after this confirmation has been received.

If the Buyer does not, within 3 working days after Pharmaoffer has requested the confirmation, confirm that the shipment is under custody of the transporter/Buyer, Pharmaoffer will presume that the shipment is under custody of the transporter/Buyer and will Pay-out the total order amount, minus service fees to the Supplier bank account 2 working days after the 3 working days period has ended and no dispute has been opened.

If the Buyer opens a dispute within 3 working days after Pharmaoffer has requested the confirmation, the procedure in Art 16 Problems and disputes between Buyers and Suppliers will apply.

Art 8.11

In the event that a Supplier is confronted with a problem or want to open a dispute, the procedure in Art 16 Problems and disputes between Buyers and Suppliers will apply.

Art 8.12

In order to receive a Pay-out you must have submitted all relevant information as mentioned in art 8.6.1, art 8.6.2 and art 8.6.3.

Art 8.13

Your Pay-out amount will be the total order amount minus Service Fees.

Art 8.14

Pharmaoffer will remit your Pay-outs in the currency of the order that was confirmed. Amounts may be rounded up or down as described in Art 11 ("Rounding Off").

Art 8.15

For compliance or operational reasons, Pharmaoffer may limit the value of each Pay-out. If you are due an amount above that limit, Pharmaoffer may initiate a series of Pay-outs (potentially over multiple days) in order to provide your full pay-out amount.

Art 9 Appointment of Pharmaoffer as Limited Payment Collection Agent

Art 9.1

Each Buyer and Supplier entered into an order via Pharmaoffer Platform hereby appoints Pharmaoffer as a providing payment collection agent solely for the limited purpose of accepting funds from Buyers and Suppliers purchasing such services.

Art 9.2

Each Buyer and Supplier agrees that payment made by a Buyer using the Pharmaoffer Secure Payment Service through Pharmaoffer, shall be considered the same as a payment made directly to the Supplier, and the Supplier will deliver the order of the pharmaceutical raw materials to the Buyer according to all specifications agreed upon as specified in the order as if the Supplier has received the payment directly from the Buyer.

Each Supplier agrees that Pharmaoffer may refund the Buyer in accordance with these Pharmaoffer Terms. Each Supplier understands that Pharmaoffer's obligation to pay the Supplier is subject to and conditional upon successful receipt of the associated payments from Buyers. Pharmaoffer guarantees payments to Suppliers only for such amounts that have been successfully received on the Pharmaoffer Secure Payment Account in EURO or USD from Buyers in accordance with these Pharmaoffer Terms.

In accepting appointment as the limited payment collection agent of the Supplier, Pharmaoffer assumes no liability for any acts or omissions of the Supplier.

Art 9.3

Each Buyer acknowledges and agrees that, notwithstanding the fact that Pharmaoffer is not a party to the agreement between the Buyer and the Supplier, Pharmaoffer acts as the Supplier's payment collection agent for the limited purpose of accepting payments from the Buyer on behalf of the Supplier. Upon Buyer's payment of the total amount of the order to the Pharmaoffer Secure Payment Account in EURO or USD, Buyer's payment obligation to the Supplier for the agreed upon total order amount is extinguished, and Pharmaoffer is responsible for remitting the funds to the Supplier in the manner described in these Payments Terms.

Art 10 Service Fees and other Fees

Art 10.1

Pharmaoffer collects the Service Fees charged by Pharmaoffer pursuant to the Pharmaoffer Terms. Where applicable, Pharmaoffer may also collect Taxes (such as VAT in Europe) in respect of the Supplier fees. As far as Pay/out is concerned Pharmaoffer deducts the service fees from the total order amount before remitting the Pay-out to the Supplier as described in these Payments Terms.

Art 10.2

More information about when Services Fees apply and how they are calculated can be found on our Service Fee page on our website. Pharmaoffer may charge additional fees for use of certain Payment Services and any applicable fees will be disclosed to Buyers and Suppliers via the Pharmaoffer Platform.

Art 10.3

Pharmaoffer will take all necessary steps to rectify any payment processing errors that occur so that the Supplier ends up receiving the correct amount for the order delivered.

Art 11 Rounding Off

Art 11.1

Pharmaoffer may, in its sole discretion, round up or round down amounts that are payable from or to Buyers and or Suppliers to the nearest whole functional base unit in which the currency is denominated (i.e., to the nearest Dollar, Euro or other supported currency); for example, Pharmaoffer may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

Art 11.2

For currencies denominated in large numbers, Pharmaoffer may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for Pharmaoffer to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

Art 12 Currency conversion

Art 12.1

Pharmaoffer has multiple accounts in Dollars and Euro's. When a Buyer executes a payment of an order only payments are accepted on the bank account of Pharmaoffer that is mentioned on the payment instructions that were submitted to the Buyer when receiving the order confirmation and pro forma invoice. This bank account number corresponds with the currency that is agreed upon in the order between the Buyer and the Supplier.

Art 12.2

Buyer will pay the total order amount as agreed in the currency that is mentioned on the order as well as in the payment instructions and that is agreed upon with the Supplier.

If Buyer pays the total order amount in another currency Pharmaoffer will directly return this inadequate payment to the Buyer and charge the Buyer with all costs that are involved in this remittance, including administration and banking costs.

Art 12.3

Buyer will only pay the full amount of the pro forma invoice in one transfer. Multiple transfers for one pro forma invoice will not be processed and will directly be returned to the Buyer's account and all costs that are involved in these remittances, including administration and banking costs will be charged and deducted.

Art 13 Ratings and Reviews

13.1

Within a certain timeframe after completing an order, Buyers and Suppliers can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Any Ratings or Reviews reflect the opinion of individual Buyers or Suppliers and do not reflect the opinion of Pharmaoffer. Ratings and Reviews are not verified by Pharmaoffer for accuracy and may be incorrect or misleading.

13.2

Ratings and Reviews by Buyers and Suppliers must be fair, truthful and factual and may not contain any offensive or defamatory language. Ratings and Reviews must comply with Pharmaoffer's Privacy Policy. Pharmaoffer reserves the right to remove ratings that do not comply with this policy.

13.3

Buyers and Suppliers are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party write a positive or negative Review about another Buyer or Supplier.

Art 14 Disclaimers

Art 14.1

If you choose to use the Pharmaoffer Secure Payment Services of Pharmaoffer, you do so voluntarily and at your sole risk. The Pharmaoffer Secure Payment Services are provided as is, without warranty of any kind, either express or implied.

Art 14.2

Notwithstanding appointment of Pharmaoffer as the limited payment collection agent of Suppliers for the purposes of accepting payments from Buyers through the Pharmaoffer Platform, Pharmaoffer explicitly disclaims all liability for any act or omission of any Buyer, Supplier or other third party. Pharmaoffer has any duties or obligations as agent for each Supplier except to the extent expressly set forth in these Terms, and any additional duties or obligations as may be implied by law are expressly excluded.

Art 14.3

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

Art 15 Liability

Art 15.1

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Pharmaoffer Secure Payment Services remains with you. If you permit or authorize another person to use your Pharmaoffer Account in any way, you are responsible for the actions taken by that person. Neither Pharmaoffer nor any other party involved in creating, producing, or delivering the Pharmaoffer Secure Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Pharmaoffer Secure Payment Services, or (iii) from any communications, interactions, or meetings with other Buyers and Suppliers or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the (Pharmaoffer Secure Payment) Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Pharmaoffer has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

Except for Buyers obligations to pay amounts to applicable Suppliers pursuant to these Payments Terms, in no event will Pharmaoffer aggregate liability arising out of or in connection with these (Pharmaoffer Secure Payments) Terms and your use of the Pharmaoffer Secure Payment Services including, but not limited to, from your use of or inability to use the Pharmaoffer Secure Payment Services, exceed the amount you have paid for your last pending order via the Pharmaoffer Platform as a Buyer, or if you are a Supplier the amounts paid by Pharmaoffer to you owed for your last pending order, or one hundred U.S. dollars (US\$100), if no such payments have been made, as

applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Pharmaoffer and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Pharmaoffer's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Art 15.2

If you reside in the EU, Pharmaoffer is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Pharmaoffer is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents. Essential contractual obligations are such duties of Pharmaoffer in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract but the amount shall be limited to the typically occurring foreseeable damage. Any additional liability of Pharmaoffer is excluded.

Art. 15.3

Pharmaoffer does not represent or warrant that the website will meet particular requirements, or be available, accessible, uninterrupted, timely, secure or operate without error or that it will be free from viruses or other harmful elements.

Art. 15.4

By using the website the Buyer and Supplier expressly acknowledges and agrees that in no event Pharmaoffer, its officers, directors, employees or agents will be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Pharmaoffer has been advised of the possibility of such damages) resulting from:

1. the use or the inability to use the Pharmaoffer Platform;
2. any misrepresentation made by any Buyer or Supplier on the Pharmaoffer Platform;
3. dealings between Buyers and Suppliers on the Pharmaoffer Platform whether or not those dealing arise in response to an advertisement on the Pharmaoffer Platform;
4. the cost of obtaining substitute goods and/or services resulting from any data, information or service obtained or messages received or transaction entered through an introduction via the Pharmaoffer Platform;
5. unauthorised access to or alteration of your transmission of data;
6. statements or conduct of any Buyer or Supplier or any third party that uses the Pharmaoffer Platform; or
- 7 any other matter relating to the Pharmaoffer Platform.

Art. 15.5

Nothing in these Terms shall exclude or restrict any liability for the death or personal injury arising from the negligence or fraud of Pharmaoffer.

Art. 15.6

Any commercial transactions entered into by the Buyer and Supplier is strictly between the Buyer and the Supplier, not with Pharmaoffer. The website pharmaoffer.com is a platform only and thus not involved in any transaction with the exception mentioned in Art 6 and Art 9.

Pharmaoffer accepts no liability for the quality, delivery, payment or any other aspect of the contractual relationship between the Buyer and the Supplier.

Art. 15.7

The information on Pharmaoffer is not intended to address Buyers or Suppliers particular requirements. Such information does not constitute any form of legal, tax or investment advice or recommendation by Pharmaoffer and is not intended to be relied upon by Buyers and Suppliers in making (or refraining from making) any specific investment or other decisions.

Art 16 Problems and disputes between Buyers and Suppliers

Art 16.1

In the cause of the delivery process problems and disputes might arise between Buyers and Suppliers.

When a Buyer receives an EX Works condition delivery and notices any damages of the delivery, the Buyer must contact the insurance company which has insured the transport. The Buyer needs to solve this problem with the insurance company.

When a Buyer receives a CIF condition delivery and notices any damages of the delivery, the Buyer must make a statement on the delivery note of the transporter. After this the Buyer must contact the Supplier via the Pharmaoffer messaging system and solve this dispute with the Supplier who in turn will contact the transporter and their insurance company which has insured the transport.

Buyers and Suppliers agree to cooperate in a fair and trustworthy manner to solve the problem. Pharmaoffer is not a party, nor responsible to intervene.

Art 16.2

When a Buyer receives the delivery and notices that any of the quality specifications of the order is breached, the Buyer must contact the Supplier via the Pharmaoffer messaging system and solve this problem.

Buyers and Suppliers agree to cooperate in a fair and trustworthy manner to solve the problem. Pharmaoffer is not a party, nor responsible to intervene.

Art 16.3.1

If in the event of an EX Works condition delivery the Buyer cannot confirm if the shipment is under custody of its transporter, the Buyer must open a dispute of this non delivery and breach of the contract between the Buyer and the Supplier within 3 working days after Pharmaoffer has requested the confirmation. The dispute is only accepted when submitted through the dispute module in the Pharmaoffer Account. The dispute must be submitted before the pay-out schedule date.

If Pharmaoffer decides that the dispute is justified Pharmaoffer will postpone the pay-out to the Supplier until the moment that the dispute is solved. Withdrawal of a dispute also needs to be submitted through the dispute module in the Pharmaoffer Account.

Suppliers explicitly agree to this postponement of the pay-out in this event.

Buyers and Suppliers agree to cooperate in a fair and trustworthy manner to solve the dispute.

Pharmaoffer is not a party, nor responsible to intervene, however Pharmaoffer will mediate between you and the supplier to resolve the dispute.

Art 16.3.2

If in the event of an CIF condition delivery the Buyer cannot confirm if the shipment is under custody of its transporter or has arrived in their warehouse, the Buyer must open a dispute of this non delivery and breach of the contract between the Buyer and the Supplier within 3 working days after Pharmaoffer has requested the confirmation. The dispute is only accepted when submitted through

the dispute module in the Pharmaoffer Account. The dispute must be submitted before the pay-out schedule date. If Pharmaoffer decides that the dispute is justified Pharmaoffer will postpone the pay-out to the Supplier until the moment that the dispute is solved. Withdrawal of a dispute also needs to be submitted through the dispute module in the Pharmaoffer Account.

Suppliers explicitly agree to this postponement of the pay-out in this event.

Buyers and Suppliers agree to cooperate in a fair and trustworthy manner to solve the dispute.

Pharmaoffer is not a party, nor responsible to intervene, however Pharmaoffer will mediate between the Buyer and the supplier to resolve the dispute.

Art 17 Accuracy of information and Disclaimer

Art. 17.1

Pharmaoffer presents producer and product related information about Suppliers, in the pharmaceutical supply chain, which they have supplied to Pharmaoffer for their promotional purposes. Pharmaoffer is provided on an as is basis and does not warrant the accuracy, completeness, reliability or timeliness of such information; nor does it warrant that it is fit for any particular purpose. If Users find any inaccurate information on Pharmaoffer please inform us at info@pharmaoffer.com.

Art. 17.2

Pharmaoffer does not accept any liability for the veracity or accuracy of the information presented. Pharmaoffer does not endorse nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Pharmaoffer Platform. Any opinions, advice, statement, services, offer, or other information on the Pharmaoffer Platform are those of the Buyers and Suppliers and not of Pharmaoffer.com. No advice or information obtained from the Pharmaoffer Platform, whether written, by email or oral, will create any warranty or other obligation by Pharmaoffer.com if not expressly stated in these Terms. Pharmaoffer strongly recommends Users of the Pharmaoffer Platform interested in purchasing raw material(s) from Suppliers, to make their own due diligence of the Suppliers and of the raw material(s) before entering a commercial transaction.

Art. 18 Copyright

Art. 18.1

Copyright and all intellectual property rights in the content of the Pharmaoffer Platform are either owned by or are licensed to Pharmaoffer Platform and the content is protected by such rights including, without limitation, by copyright and under trade mark laws. All content on the Pharmaoffer Platform, including but not limited to designs, text, graphics, pictures, video, information, content, organisation, compilation, digital conversion, applications, software, sound and other files and their selection and arrangement is and shall remain the property of Pharmaoffer Platform or of those Buyers and Suppliers whose content is uploaded to the website.

If a User of the website believes that intellectual property rights have been infringed, please notify Pharmaoffer.com at info@pharmaoffer.com.

Art. 18.2

No Website Content may be modified, copied, distributed, downloaded, posted, transmitted, reproduced, framed, republished or sold in any form or by any means, in whole or in part, prior to Pharmaoffer.com written permission. User(s) may not create a database in electronic or structured manual form by systematically and/or regularly downloading, caching, printing and storing all or any of the material held within the website.

Art. 18.3

Buyers and Suppliers are granted a limited license to access and use the website and the Website Content and to download and print one copy of any portion of the Website Content to which you have properly gained access solely for use within your organisation and for the purpose of identifying business opportunities in the pharmaceutical sector.

Art. 19 Communication between Buyers and Suppliers

Art. 19.1

Pharmaoffer.com will provide facilities which enables Buyers and Suppliers to communicate with each other via the website. In these communications both Buyers and Suppliers shall ensure that any such communication is truthful and accurate in all respects and that no such communication shall be inappropriate or objectionable. Buyers and Suppliers shall immediately comply with any request from any other Buyer or Supplier to stop communicating with them.

Art. 20 Links to other websites

Art 20.1

Any link to the website of Pharmaoffer.com without written permission is prohibited.

Notwithstanding authorisation to link to the website of pharmaoffer.com, linking to any page other than the initial start page of Pharmaoffer.com is prohibited. Persons providing access to the website Pharmaoffer.com via a link from another website are solely responsible for the content, accuracy, opinions expressed, privacy policies, products or services of, or available through, the source website and for any representations made or impressions created concerning Pharmaoffer.com.

Authorisation by Pharmaoffer.com to link to its website is given without assumption of any liability by Pharmaoffer.com relating to such links, and we hereby disclaim any such liability.

Pharmaoffer.com reserves the right to withdraw any authorisation to link to the website of Pharmaoffer.com at any time and for any reason. Anyone providing access to, or information relating to the website of Pharmaoffer.com, whether by link or otherwise, is responsible for bringing these Terms of Service to the attention of the person receiving such access or information. Failure to do so will not result in liability for Pharmaoffer.com.

Art. 21 Access to the website Pharmaoffer.com

Art. 21.1

Users are responsible for making all arrangements necessary to have access to the website of Pharmaoffer.com.

Art. 21.2

Access to the Website is permitted on a temporary basis. Pharmaoffer.com reserves the right to terminate Users access to the website or any part if it or to withdraw any of Pharmaoffer.com services at any time, without notice, for any reason (including without limitation any breach of these Terms).

Art. 21.3

While Pharmaoffer.com endeavours to ensure that the website is normally available 24 hours a day, Pharmaoffer.com shall not be liable if for any reason the website is unavailable at any time or for any period.

Art. 22 General

Art 22.1

Any formal legal notices should be sent to Pharmaoffer.com by post at its legal address or by email. Failure by Pharmaoffer.com to enforce a right does not result in waiver of such right. Users may not assign or transfer their right under this agreement. Nothing in these Terms of Service is intended to, nor shall it, confer any benefit on a third party.

Art 23 Legal Jurisdiction

Art. 23.1

Dutch Law shall apply to these Terms of Service, notwithstanding the jurisdiction where Users are based. Users irrevocably agree that the courts of the Netherlands shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms (including non-contractual claims of disputes) and for those purposes the parties irrevocably submit all disputes to the exclusive jurisdiction of the Dutch court in Haarlem, the Netherlands provided that Pharmaoffer.com shall not be prevented from seeking any court order or judgement in any other court of competent jurisdiction.

Art. 24 Further information

Art 24.1

If Users have any questions regarding these Terms they may contact Pharmaoffer.com at Westerweg 31, 1851 AA Heiloo the Netherlands or send an email to info@pharmaoffer.com.