

GENERAL TERMS AND CONDITIONS OF SALES IN POLYPHARMA SARL

1 - APPLICATION OF THE GENERAL TERMS and CONDITIONS OF SALES

Sales are made exclusively under these general terms and conditions of sale. When placing any order with the seller, the buyer accepts these General Terms and Conditions Sales without qualification and in their entirety to the exclusion of any other document, including brochures or catalogues issued by the seller as indicative only. Any other document than the present terms and conditions of sale, such as catalogues, prospectuses, publicity, etc. have a merely informative and indicative value and do not bind the seller.

2 – ORDERS

When ordering, the buyer is obliged to recall the exact technical requirements. All documents from an order to be sent to us by a customer must include: an order number, product references, number of units ordered. Regardless of the way used to and/or how you place your order, all requirements remain the same.

3 – ORDER CANCELLATION

An order may not be canceled, entirely or partially, without the prior written agreement of the parties. Full or partial cancellation of orders in process by the buyer will result in damages on behalf of the seller, which the buyer shall compensate and will be automatically invoiced.

4- DELAYS, DELIVERIES

All our products are delivered to our stores. Any other expeditions and/or shipping will be billed accordingly to the customer and therefore at the risks and perils of it, who, upon arrival, must verify the quantity and quality before reception. Any claims concerning the external characteristics of the delivered product (damaged or missing), as well as any apparent defect, must be addressed by mail with proof within a period of eight days starting from the day of reception of the goods in addition to one Note specially made on the packing slip of the carrier.

After this deadline, no claims other than those relating to the legal warranty or a hidden defect will no longer be admitted and therefore examined.

Our delivery times are only given as an indication. The buyer shall not be entitled to use any late delivery as a justification for cancelling the sale, rejecting the goods

or claiming any compensation. We reserve the right to make partial deliveries.

Are considered as cases of force majeure relieving the seller of his obligation to deliver: war, fire, strikes, natural disaster, accidents, the impossibility of being supplied etc..... The seller will keep the purchaser informed, in a timely manner, of the cases and events listed above.

In any case, timely delivery can only take place if the buyer is up to date with the obligations towards the seller, Regardless of cause.

5 – RESPONSIBILITY

Unless we deliver incorrectly, our goods are not taken back or exchanged without the prior written agreement with our sales department or the pharmacist manager. Sterile products whose expiration date has expired will not be taken back or exchanged.

Return may only be effective on new goods with original packaging within eight days of delivery; Indication must be made on the delivery slip. The costs and risks of return are always entitled by the purchaser. Any return accepted by the seller will result in the credit note for the benefit of the purchaser, after qualitative and quantitative verification of the products returned.

By no means, shall **POLYPHARMA** be held liable for injury or damage of any kind whatsoever or which may be the direct or indirect consequence of improper adaptation of the product or its defective use. Before using the product, it is the customer's responsibility to ensure that it is suitable for the intended use or to consult our responsible pharmacist or an assistant, or our after-sales service in case of uncertainty. We cannot be held liable for single-use products that would be re-used or for sterile products where the original packaging has deteriorated or if it is used beyond the expiration date.

We are committed to deliver the goods in accordance with the commonly agreed technical specifications and to repair or replace the goods found to be defective by our engineers, with the exception of any compensation or damages, provided that they have been stored in the recommended conditions.

6 - WARRANTY (Big and Small)

All new equipment delivered by POLYPHARMA SARL must be accompanied by a certificate of sale. Any complaint concerning the receipt of the goods, except in

case of hidden defect, must reach the commercial department at the latest within 8 days after receipt of the goods. After this period, the claims are inadmissible.

7 – PRICES

Our prices are exclusive of taxes. Whatever the orders date, our prices are invoiced on the date of delivery. Unless otherwise specifically agreed by Seller in writing, the Buyer will pay the prices of Seller for the Merchandise in effect at the time of shipment. Any tax, duty, or other benefit Payable in accordance with Cameroonian regulations, is the responsibility of the purchaser.

8 - PAYMENT

Our invoices are payable in cash or per negotiated deadline. In the event of late payment, we may suspend all outstanding orders, without prejudice to any other course of action. In the event of default, an indemnity sum of 10% of the balance and the collection costs will be invoiced to the customer. Invoices addressed to the state, local authorities and their public establishments are payable in accordance with the provisions of the Public Procurement Code, including provisions relating to default interest Which are due as of right in the event of default of payment within the required period.

9 - RESERVATION OF OWNERSHIP

All our sales are concluded with reserve of property. Accordingly, the transfer of ownership of the goods delivered by us shall be suspended until full payment of the price. POLYPHARMA retains ownership of the goods sold until full payment of the price, in principal and accessories. The POLYPHARMA company reserves the right to claim, in the context of collection procedure, the unpaid goods against the buyer subject to legal redress or liquidation.

Non-payment of goods:

(A) Insofar as the delivered goods are to be found in whole or in part, on the premises of the customer, or any other place of deposit because the said customer, the claim of the goods remaining unpaid may be made by letter with acknowledgment of receipt. Within eight days of receipt of this letter as a merchandise claim, our Company shall take all measures of execution without the defective buyer being able to oppose in any way the operations of taking back the goods in its premises or elsewhere. (B) In the case of the actual tradition of the merchandise by the purchaser, even though he has not yet owned it, for the benefit of a third party, our client will alone assume the whole Liability and in the event of loss or damage for any reason whatsoever, shall pay the agreed price in full. The customer shall be deemed to have custody and control of the goods which are not his property, regardless of the clauses otherwise entered by him, vis-à-vis third parties in respect of the said goods. In addition, our Company may summon the defaulting acquirer to give any useful information concerning the tradition to the benefit of a third party of the goods.

10 - MANAGEMENT OF DISPUTES

It is already agreed that POLYPHARMA may by simple production of the invoice remaining unpaid and of a delivery note, carry out a seize apprehension in the hands of a third-party holder of the goods to obtain the direct payment as well as expenses that may result from the situation created by the defect Payment in accordance with the provisions in force. These provisions shall not preclude the transfer to the buyer from the moment of delivery of the risk of loss and deterioration of the goods sold as well as of any damage which they might cause. If the parties fail to agree to an agreement on a dispute arising out of the execution of the present conditions, notwithstanding any stipulation to the contrary, the Courts of Douala shall be alone and exclusively competent.

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