



S&D PHARMA LTD

SUMMARY TERMS AND CONDITIONS OF SALE

The following clauses are a summary of the Company's full Terms and Conditions of Sale which are available on request and are contained on the Company's website at www.sd-pharma.com. They shall be deemed acceptable to the Purchaser unless repudiated in writing within 3 days of receipt of the Sales Contract and therefore constitute part thereof.

1. The latest conditions of Incoterms apply to this Contract.
2. The goods delivered against this Contract remain the property of the Company until full payment has been received. Risk in the Goods shall pass on delivery.
3. In the event of payment being delayed by the Purchaser in excess of the agreed payment terms of the Sales Contract the Company shall have the right to charge interest at the annual rate of 5% above the prevailing United Kingdom base rate on the outstanding sum until the funds are received in full.
4. Time of delivery as set out in the Sales Contract shall be of the essence but the Company shall not be liable for loss suffered by the Purchaser arising out of delay in delivery of the Goods.
5. Unless specifically agreed between the parties no express or implied warranties are given by the Company with respect to the Goods regarding fitness for any particular purpose.
6. Claims made for damage, shortage or quality must be made in writing within seven days of delivery of the Goods. Claims made after this period will not be entertained. The Company shall have the option in the event of a justified claim to replace the Goods or to refund the price or issue a credit note at the pro rata Sales Contract rate.
7. The Company shall not be liable for any consequential or other loss suffered by the Purchaser arising out of defect in the Goods.
8. The Company's total liability in law in relation to performance of the Contract shall be limited to the Sales Contract price.
9. The Purchaser shall ensure that the Goods are appropriately handled and stored and shall ensure that all legislative and legal requirements in relation to the Goods are complied with.
10. The Company shall have the right to terminate the Sales Contract should the Purchaser be in default of any of its obligations.
11. This Contract is issued under and is subject to English law.