



IOR TERMS AND CONDITIONS

ARTICLE 1: GENERAL PROVISIONS

"Biocair" means all Biocair group companies collectively including: Biocair International Limited, Biocair Inc., Biocair Asia Limited, Biocair International Forwarding (Shanghai) Co., Limited, Biocair France S.A.S, Biocair South Africa Pty Limited, Biocair India Private Ltd, Biocair Singapore Pte Limited, Biocair Belgium N.V., Biocair Germany GmbH, Biocair Australia Pty Limited, and all other entities which through common control are or become part of the Biocair group

The terms contained herein ("Terms and Conditions") apply to all Orders placed by Biocair's Customers for which your company are acting as Importer of Record ("IOR"). The term "Order" refers to any Biocair purchase order or contract with its Customers.

It is understood by the IOR that any Order accepted is subject to these Terms and Conditions, and upon acceptance of an Order the IOR agrees to be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms, including those in the IOR's terms of sale.

These Terms apply to all Orders placed by Biocair's Customers for which your company are acting as the IOR. The term "Order" refers to any Biocair purchase order or contract with its Customers.

It is understood by the IOR than any Order accepted is subject to these Terms and Conditions, and upon acceptance of an Order with Biocair's Customer, the IOR has agreed to be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms, including those in the IOR's terms of sale.

These Terms and Conditions may only be varied with the written consent of Biocair.

ARTICLE 2: PAYMENT TERMS

One copy of the invoice will be issued and sent to the IOR by e-mail within seven (7) calendar days of delivery, or as soon as reasonably possible thereafter.

If several orders are contained in one delivery, the orders will be consolidated into one invoice.

All invoices will feature the references of the delivery note and the order to which they correspond.

Payments shall be made within thirty (7) days of date of the invoice and all amounts due to Biocair under these terms and conditions shall be paid by electronic transfer to a bank account nominated and detailed within the relevant invoice. All invoices shall be paid in the currency in which they are invoiced and shall be paid in full without any withholding or deduction because of any set-off, counterclaim, abatement or otherwise.

ARTICLE 3: DISPUTED INVOICES

IOR shall notify Biocair of any amount disputed on an invoice ("Disputed Invoice") within 5 working days of the date of

invoice. If part of an invoice is disputed then the non-disputed part of the invoice shall still be payable in accordance with the invoice terms and these Terms.

ARTICLE 4: LATE PAYMENT PENALTIES

Subject to Article 3, and in addition to any other right or remedy Biocair may have, any invoices not paid within the payment terms detailed in Article 2, shall accrue interest on the overdue amount at the rate from time to time prescribed by or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 or other local equivalent legislation, which shall be payable by the IOR. The interest period shall run from the due date for payment until receipt of the full amount by Biocair, whether before or after any judgement;

IOR shall upon demand by Biocair reimburse Biocair all costs and expenses (including legal fees on a full indemnity basis) incurred by Biocair in recovering overdue amounts from IOR.

ARTICLE 5: U.S. CUSTOMS AND BROKERAGE PROTECTION CHARGES

Payment to Biocair will not relieve IOR of liability for U.S. Customs and Border Protection charges (duties, taxes or other debts owed Customs and any additional other government agencies), where these are applicable.

ARTICLE 6: CONFIDENTIALITY

Each Party agrees to maintain secret and confidential all Confidential Information obtained from the other Party, to respect the other's proprietary rights in such information, to use it exclusively for the purposes of or as contemplated by this Order, and to disclose it only to such persons to whom and to the extent that such disclosure is reasonably necessary for such purposes.

Confidential Information excludes information which: i) prior to receipt thereof from one Party was in the possession of the other and at its free disposal; or ii) is subsequently disclosed to the recipient Party free of any obligations of confidentiality by a third party who has not derived it directly or indirectly from the other; or iii) is or becomes generally available to the public through no act or default of the recipient Party or its employees, subcontractors or agents.

Mandatory disclosures. If and as soon as a Party becomes aware that it may be obliged by any Applicable Laws or competent authority to disclose any Confidential Information of the other Party, then it shall promptly (if it lawfully can) notify the other and shall at the request and cost of the other provide to the other such assistance as the other may reasonably require in taking lawful steps to limit or prevent the disclosure.

Each Party shall: procure that all persons to whom it discloses any Confidential Information of the other shall be made aware of and subject to obligations of confidentiality and non-use reflecting this article 5; and use its best efforts to enforce such obligations.

A breach by any of such persons of any of such obligations shall be deemed to be a breach of these Terms by such Party. The Disclosing Party shall retain all rights, title and interest in the Confidential Information and its disclosure shall not

confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever, beyond those explicitly contained in these Terms.

Each party acknowledges that a breach or threatened breach of its obligations hereunder may cause irreparable harm to the other Party that may not reasonably or adequately be compensated in damages in an action at law. Accordingly, both Parties hereby agree that in addition to any other remedies the Parties may have at law or in equity, the Parties shall be entitled to seek to obtain injunctive relief to prevent any actual or threatened breach or continuing breaches by the other Party of its obligations under this Agreement.

ARTICLE 7: LIABILITY

The IOR is entirely liable for payment of the duties and taxes in accordance with the Incoterms of the Order, and in accordance with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

ARTICLE 8: APPLICABLE LAW AND JURISDICTION

Biocair Orders are governed by the laws of England and Wales. Any disputes will be handled exclusively by the courts of England and Wales.

ARTICLE 9: FULL TERMS AND CONDITIONS

This document forms part of our general terms and conditions which can be found at www.biocair.com. All Orders placed are in accordance with our full terms and conditions. Any definitions contained within these Terms shall be as defined in our full terms and conditions or as defined by law.