General Purchase Conditions of DMV-Fonterra Excipients GmbH & Co. KG and its subsidiaries, each referred to individually in these conditions as "DMV-Fonterra Excipients"

General

1 Scope of Application

1.1 All requests made by DMV-Fonterra Excipients for an offer, all offers made to DMV-Fonterra Excipients, all assignments and orders (whether or not in the form of an order confirmation) of DMV-Fonterra Excipients and all contracts with DMV-Fonterra Excipients for the rendering of services (including the contracting of work) or the sale and delivery of goods are subject to these conditions to the exclusion of all others.

1.2 The applicability of the conditions of the other party to the contract with DMV-Fonterra Excipients is hereby expressly rejected. Other stipulations and the general conditions of the other party (if any) are applicable exclusively provided that they have been expressly accepted in writing by DMV-Fonterra Excipients in each individual case.

1.3 The other party previously contracted under these conditions accepts the applicability of these conditions to contracts it subsequently enters into with DMV-Fonterra Excipients.

1.4 DMV-Fonterra Excipients reserves the right to amend these conditions unilaterally. An amendment as provided for above shall be legally valid between DMV-Fonterra Excipients and the other party and will come into effect 30 days following its notification. In the event of a material amendment to these General Purchase Conditions by DMV-Fonterra Excipients, the other party is entitled to inform DMV-Fonterra Excipients by means of a registered letter with proof of receipt, within 14 days of the aforementioned notification of amendment, that it wishes to terminate the contract prematurely as of the effective date of the amended General Purchase Conditions if said amendment applies to the other party. No later than 10 days from the timely receipt of the aformentioned letter, DMV-Fonterra Excipients is entitled to inform the other party in writing that it is prepared to continue the contract on the basis of the unamended General Purchase Conditions. In such a case, the amendment shall not apply to the other party and the contract shall be continued on the basis of the unamended General Purchase Conditions. If DMV-Fonterra Excipients does not invoke the aforementioned right, the contract with the relevant other party shall terminate automatically as of the effective date of the amended General Purchase Conditions.

2 Formation of the contract

2.1 All offers made by the other party are irrevocable. All costs incurred by the other party in relation to an offer are for the other party's account.

2.2 No contract shall be deemed to have been formed until and in so far as DMV-Fonterra Excipients accepts an offer by placing a written order.

2.3 Verbal undertakings or agreements by or with its personnel or representatives are not binding to DMV-Fonterra Excipients until and provided that they have been confirmed in writing.

2.4 Amendments to the contract communicated by the other party following its formation are nonbinding to DMV-Fonterra Excipients.

2.5 Additional work is exclusively permitted and billable provided that DMV-Fonterra Excipients has placed a separate, written order for that additional work.

2.6 The other party is obliged upon the written request of DMV-Fonterra Excipients to implement (i) amendments to the design and specifications of the goods and all materials belonging to or designated for them and/or (ii) amendments to the execution of the contract provided that it is not (technically) impossible to do so. If and insofar as the other party judges that the amendment is not possible (for technical or other reasons), the other party must notify DMV-Fonterra Excipients as such within five days of the written request being sent by DMV-Fonterra Excipients.

2.7 Amendments and/or adjustments as provided for in paragraph 6 of this article shall not lead to an increase in the price or a delay in the delivery or execution of the contract and shall not affect any liability of the other party for the soundness of the delivery or execution of the contract unless the other party, on the written request of DMV-Fonterra Excipients to make an amendment and/or addition, has given notification of implications for the price and delivery time within five days, however, always prior to the delivery or execution and those implications have been accepted in writing by DMV-Fonterra Excipients.

3 Price, payment and security for advance payment

3.1 In the absence of express written agreement to the contrary made prior to the contract, the agreed price is all inclusive and therefor includes (i) all costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport and so on, but does not include VAT and for the rendering of services, includes (ii) travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, the costs of any third-parties engaged by the other party with the written consent of DMV-Fonterra Excipients and governmental levies. The agreed price cannot be increased during the term of the contract unless DMV-Fonterra Excipients has accepted that price increase in writing.

3.2 DMV-Fonterra Excipients shall remit payment within 45 days of the last day of the month of the invoice date or as agreed upon between the parties. The periods provided for above shall not commence until delivery has taken place in accordance with article 5 or execution has taken place in accordance with article 11. Invoices shall exclusively be deemed eligible for payment provided they are specified properly and that they bear the reference number and the date of the order of DMV-Fonterra Excipients.

3.3 In the event a full or partial payment in advance has been agreed, DMV-Fonterra Excipients is entitled to require the other party to provide adequate security for the fulfilment of its obligations to supply and/or implement or for the fulfilment of its obligations to repay in the event of a withdrawal of the order or rescission of the contract. If the other party does not provide adequate security within the period set by DMV-Fonterra Excipients, it is in default. In such a case, DMV-Fonterra Excipients is entitled to rescind the contract and to recover its losses from the other party. Adequate security refers in any case to DMV-Fonterra Excipients's first request for a payable bank guarantee of 110% of the advanced sums (100% of the sums with a 10% interest surcharge), whereby the costs of the bank guarantee shall be borne by the other party.

3.4 Payment by DMV-Fonterra Excipients does not in any respect whatsoever imply a waiver of any right under the contract and these conditions and the law. Payment cannot be regarded as constituting any acknowledgement by DMV-

Fonterra Excipients of the soundness of the delivered goods and/or the services rendered and does not release the other party from any liability in that regard.

3.5 Each payment by DMV-Fonterra Excipients constitutes DMV-Fonterra Excipients's meeting of the debt indicated with that payment.

3.6 Payment releases DMV-Fonterra Excipients from all obligations arising from the relevant contract and cannot be regarded by the other party as payment of any other alleged claim of the other party on DMV-Fonterra Excipients.

Goods procurement

4 General

Articles 4 up to and including 9 apply, alongside the general provisions above and below, insofar the contract between DMV-Fonterra Excipients and the other party relates to goods purchased or to be purchased by DMV-Fonterra Excipients from or via the other party. In cases of conflict between articles 4 to 9 and other articles of these conditions, the articles 4 to 9 take precedence.

5 Delivery, packaging

5.1 In the absence of written agreement to the contrary, deliveries shall take place 'Delivered Duty Paid' (in accordance with the relevant provisions of the most recent version of Incoterms) at the place indicated by DMV-Fonterra Excipients, with an accompanying waybill. The delivery term commences as soon as the contract is formed and is a firm deadline on penalty of forfeiture of rights. Exceeding the delivery term places the other party in default without notice of default being required. The other party is obliged to give DMV-Fonterra Excipients timely and adequate advance notice of delivery and the possibility of late delivery. If a penalty has been agreed for late delivery, that does not alter the fact that the other party will be required to compensate losses suffered by DMV-Fonterra Excipients owing to late delivery if those losses exceed the amount of the penalty.

5.2 If DMV-Fonterra Excipients cannot reasonably be considered able to accept the goods offered for delivery, the other party will store those goods in such a way that their correct and consistent composition is guaranteed and the required level of quality is maintained at his own expense and risk for a period of time to be agreed.

5.3 Batch delivery or delivery of more or less than the agreed quantity is permitted exclusively if explicitly stated in the order placed by DMV-Fonterra Excipients. The risk related to the delivery of surplus goods that are stored at the premises of DMV-Fonterra Excipients remains with the other party until agreement has been reached on what is to be done with them. All costs related to the storage of quantities in excess of what has been agreed shall be borne by the other party unless agreement on a different division of those costs has been reached between the parties.

5.4 In cases where bulk goods are delivered, the delivered quantity will be established on the basis of measurements carried out by DMV-Fonterra Excipients using its calibrated measuring bridges and calibration tables.

5.5 The goods and/or materials must be packaged and preserved in such a way that protection against external forces is guaranteed. The other party is obliged to follow any instructions given by DMV-Fonterra Excipients in that regard. The other party is liable for all damage to goods and/or materials caused by inadequate and/or unsound packaging or damage to and/or destruction of the packaging.

6 Transfer of risk and ownership

6.1 The other party guarantees that the full and unencumbered ownership of the goods is supplied. If any payment is made by DMV-Fonterra Excipients prior to completion of the delivery, the ownership of the goods, including all materials accompanying or designated for those goods, shall transfer with immediate effect to DMV-Fonterra Excipients, in which case any stipulated retention of title shall immediately expire. In that case the other party will keep the goods for DMV-Fonterra Excipients and the other party will be obliged to do all that can reasonably be considered necessary or helpful to making the property of DMV-Fonterra Excipients identifiable as such and to keep it separate from other goods.

6.2 The goods and/or materials will however remain at the expense and risk of the other party until they are delivered.

6.3 The other party is obliged to administer with due care on behalf of DMV-Fonterra Excipients the materials that are incorporated in the goods to be manufactured or which are intended for the packaging and/or transportation thereof and which were the property of DMV-Fonterra Excipients prior to delivery and held temporarily by the other party for the manufacture and/or delivery, and is liable for all damage caused to them during the period in which they are stored by the other party.

7 Documentation, parts and tools

All drawings, manuals, computer programs, parts, tools and user rights needed for the maintenance, repair, usage and/or onward delivery of the goods shall be jointly delivered to DMV-Fonterra Excipients and, if made specifically in connection with the order placed by DMVFonterra Excipients, transferred in ownership to DMV-Fonterra Excipients in accordance with the provisions of article 13 of these conditions.

8 Inspection and quality control

8.1 In the absence of agreement to the contrary, the other party shall check and test the composition and quality raw materials, semi-manufactures and other goods supplied by DMVFonterra Excipients prior to processing or using them and report all non-conformities to DMVFonterra Excipients prior to processing or using them.

8.2 DMV-Fonterra Excipients reserves the right at all times to inspect, to check and/or to test the goods delivered or to be delivered, either acting for itself or through another, irrespective of where the goods in question are located. The other party is obliged to cooperate with the above. DMV-Fonterra Excipients can further require at all times a production or confirmation sample, free of charge. The inspection costs shall be borne by the other party if the inspected goods and/or materials fail to meet the specifications or general requirements as provided for in article 9.

8.3 If the inspection et cetera takes place prior to the delivery of the goods, DMV-Fonterra Excipients is not subject to an obligation of complaint. Following the delivery of the goods, DMV-Fonterra Excipients has the option to inspect or have inspected, to test or have tested, and to sample or have sampled for a period of sixty working days or longer if the goods have a longer shelf life. If DMV-Fonterra Excipients determines that the goods do not comply with the contract in any way during the aforementioned period, it is entitled to reject the goods within a period of fourteen working days from said determination by means of written notification to the other party.

9 Guarantee

9.1 The other party guarantees that the goods being delivered and the accompanying documentation meet the agreed specifications, properties and requirements or, if no agreements have been made in that regard, the specifications, properties and requirements that are customary for the trading of these goods. The other party further guarantees that the goods and the accompanying documentation meet all of the governmental regulations in the country of destination.

9.2 The other party further guarantees that the goods are in conformity with the production and/or confirmation samples approved in writing by DMV-Fonterra Excipients, that they are entirely fit for purpose and can be used and processed for that purpose and that the goods possess at all times a high and consistent level of quality and that they are free of non-product-specific smells, colours, properties and contamination of any nature whatsoever (irrespective of whether that contamination causes a change to the product properties) and of construction, material and manufacturer errors and errors or faults in the nature, composition, content or formula.

9.3 If the goods or the accompanying documentation are rejected in full or in part by DMV-Fonterra Excipients or a competent authority during their production or following its completion, during or following delivery, or if it is otherwise established that they do not meet the relevant specifications, properties and requirements, the other party shall, to be decided at the discretion of DMV-Fonterra Excipients, (i) modify the production process to the satisfaction of DMV-Fonterra Excipients in order as yet to meet the specifications, properties and requirements, (ii) reimburse the amount already paid or (iii) as yet supply goods and/or documentation that are in keeping with the specifications, properties and requirements to be set for them, without prejudice to DMV-Fonterra Excipients's other rights.

9.4 DMV-Fonterra Excipients reserves the right to return rejected goods and/or documentation to the other party at the other party's expense or to retain them at the expense and risk of the other party. If the goods and/or documentation are stored by DMV-Fonterra Excipients, the other party is obliged to collect them from DMV-Fonterra Excipients within two days of receiving a request from DMV-Fonterra Excipients to do so. If that is not done, DMV-Fonterra Excipients is free to act as it sees fit.

Rendering of services

10 General

Articles 10 up to and including 12 apply alongside the general provisions above and below, insofar as the contract between DMV-Fonterra Excipients and the other party relates to services to be received by DMV-Fonterra Excipients from or via the other party. In cases of conflict between articles 10 to 12 and other articles of these conditions, the articles 10 to 12 take precedence.

11 Execution

11.1 The other party shall complete the order within the agreed period of time in accordance with a programme approved in writing by DMV-Fonterra Excipients. Exceeding this term places the other party in default without notice of default being required. The other party shall give DMVFonterra Excipients timely advance notice of the progress of and the possibility of the term being exceeded. That advance notice does not release the other party from his liability in the event of the term actually being exceeded. The other party will inform DMV-Fonterra Excipients in writing when he judges that he has completed the agreed work. DMV-Fonterra Excipients will inform the other party of whether it accepts the completed work within fourteen days of receiving that notification. The fact that DMV-Fonterra Excipients has put the work into operation cannot be deemed to constitute its acceptance. The acceptance of the completed work does not cancel the rights of DMV-Fonterra Excipients with regard to defects, irrespective of whether DMV-Fonterra Excipients has discovered or could reasonably be expected to have discovered them during the acceptance period and not reported them to the other party.

11.2 If the contract stipulates a penalty for the exceeding of the period within which the order is to be completed, that will not affect the other party's obligation to pay compensation for the losses suffered by DMV-Fonterra Excipients owing to late completion if the loss exceeds the amount of the penalty.

11.3 If and insofar as the work is performed at DMV-Fonterra Excipients's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. The other party is obliged to carry out the work outside of those working hours on DMV-Fonterra Excipients's first request. Travelling and waiting times do not constitute worked time and can only be charged to DMV-Fonterra Excipients if that has been expressly agreed in writing between DMV-Fonterra Excipients and the other party.

11.4 Other than with the written permission of DMV-Fonterra Excipients, the other party is not authorised to outsource the work in full or in part to third-parties, whether or not on a subcontracting basis. In cases where that permission has been given and where DMV-Fonterra Excipients has prescribed the engagement of certain third-parties, the other party remains fully responsible for the execution of the order. Acts and omissions on the part of the third-parties referred to in this article or their personnel are deemed to be acts and omissions of the other party himself.

11.5 The other party shall arrange at his own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the work and/or the employment of personnel.

11.6 The supply and removal of materials and waste, rubble, packagings and remnants resulting from the work shall be carried out at the other party's expense in the legally prescribed manner.

12 Guarantee

12.1 The other party guarantees that the intended result as specified in the order, including the functionality fitness for purpose, will be achieved and that requirements set by DMV-Fonterra Excipients in that context are met. The other party further guarantees the suitability and soundness of designs, drawings, guidelines, materials and so on that are recommended, prescribed or issued by him or on his behalf.

12.2 If the work consists of consultancy, the other party guarantees the accuracy and soundness of that work.

12.3 Finally, the other party guarantees that the work will at all times be carried out with due observance of all statutory and other governmental provisions concerning the payment of social insurance contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the work. All costs of measures, including repair measures, needed to meet these provisions or as yet to meet them, and all penalties and or damages resulting from non-compliance with these provisions, shall in all cases be defrayed by the other party, even if they are initially borne by DMV-Fonterra Excipients.

General

13 Intellectual and industrial property rights

13.1 Drawings, images, designs, models, calculations, processes, methods, tools, moulds and everything else that can be the subject of any right of intellectual or industrial property or can be placed on par with such a right (hereinafter referred to as "documentation and materials"), which are issued by DMV-Fonterra Excipients or which are made on the instructions of DMVFonterra Excipients or in that connection by or on behalf of the other party for DMV-Fonterra Excipients and all intellectual and industrial property rights in their regard accrue exclusively to DMV-Fonterra Excipients, which is also deemed to be the maker and/or designer, irrespective of whether DMV-Fonterra Excipients pays a separate

or compound fee for that purpose. The other party undertakes to do everything necessary to provide DMV-Fonterra Excipients with the exclusive rights referred to above (including any necessary deeds of transfer). DMV-Fonterra Excipients holds the rights to all documentation and materials, regardless of their form, provided by DMV-Fonterra Excipients to the other party in relation to the making of an offer and the execution of the contract, irrespective of how they are used or stored.

13.2 The other party is obliged to return documentation and materials issued by DMV-Fonterra Excipients on the first request of DMV-Fonterra Excipients and in all cases upon termination of the contract. The risk concerning the aforementioned documentation and materials is borne by the other party until they are returned. The other party will check the aforementioned documentation and materials for accuracy and mutual cohesion prior to commencing execution of the contract and will report deviations and inaccuracies to DMV-Fonterra Excipients, in the absence of which the other party will be liable for all damages and costs suffered by DMVFonterra Excipients in that regard.

13.3 The other party shall clearly mark the documentation and materials issued by DMV-Fonterra Excipients as being the property of DMV-Fonterra Excipients and inform third-parties of DMVFonterra Excipients's right of ownership. The other party shall immediately inform DMV-Fonterra Excipients if the documentation and/or materials are subjected to attachment or no longer freely available to the other party for other reasons.

13.4 The other party shall refrain from using the documentation and materials issued by DMV-Fonterra Excipients for purposes other than those for which they were provided and will not reproduce them in full or in party, by any means whatsoever, issue them to third-parties or show them to third-parties.

13.5 The other party guarantees to DMV-Fonterra Excipients that the use (including sale or delivery) of the goods delivered to DMV-Fonterra Excipients does not infringe any right of intellectual or industrial property belonging to a third-party and will indemnify DMV-Fonterra Excipients on its first request against claims of third-parties and defray in full all damages and costs suffered and incurred by DMV-Fonterra Excipients in connection with those claims. DMV-Fonterra Excipients's approval of documentation and materials and other notifications or information issued by or on behalf of the other party does not affect or diminish the obligations of the other party under this article and these general conditions.

14 Confidentiality

14.1 The other party is obliged to protect the confidentiality of all information originating from DMV-Fonterra Excipients, including all information coming to his notice in the context of a request for an offer, an order and/or the execution of a contract and to stipulate the same in respect of personnel and third-parties engaged in the context of making an offer, assessing an order or executing a contract. The provisions of this article are applicable in particular - but not solely - to details and information related to products, systems or processes developed in partnership with or on the instructions of DMV-Fonterra Excipients by the other party. The other party is prohibited from using the aforesaid information for his own purposes or for third-parties.

14.2 The other party shall refrain without the prior written permission of DMV-Fonterra Excipients from making direct or indirect use of his relationship with DMV-Fonterra Excipients for promotional activities or other purposes.

15 Force majeure

15.1 In cases of force majeure on the part of the other party, the other party will immediately provide DMV-Fonterra Excipients with all relevant details and keep DMV-Fonterra Excipients informed of the development of the facts related to the force majeure situation.

15.2 If, in a force majeure situation, DMV-Fonterra Excipients judges that compliance with the contract will be prevented or hindered for a period of 30 days or more, or if maintaining the contract is onerous or can reasonably be expected to become onerous for DMV-Fonterra Excipients, DMV-Fonterra Excipients shall have the right to terminate or rescind the contract in full or in part and with immediate effect by means of a written statement and without prior notice of default, notification or legal intervention, without DMV-Fonterra Excipients being obliged to pay any indemnification of costs and damages in that regard. In that case DMV-Fonterra Excipients reserves the right to retain the goods already delivered, including all materials forming part of them, or the executed part of the contract or to claim their surrender and to complete them (or have them completed at the other party's expense.

15.3 Force majeure on the part of the other party explicitly excludes non-delivery or late delivery by the other party's suppliers, regardless of the reasons.

16 Regulations and auxiliary materials

16.1 When executing the contracts on the grounds and in the buildings of DMV-Fonterra Excipients the other party and his personnel will act in strict conformity with the company, safety, health and welfare regulations operated at DMV-Fonterra Excipients, as well as the instructions and guidelines issued from time to time by DMV-Fonterra Excipients, especially with regard to the supply and storage of goods, materials and/or tools and access to grounds and buildings.

16.2 The only persons granted access to the grounds of DMV-Fonterra Excipients are those registered by the other party with DMV-Fonterra Excipients and whose admission has been approved by DMV-Fonterra Excipients.

16.3 Other than in cases of intentional act or omission or gross negligence on its own part or its executive management staff, DMV-Fonterra Excipients cannot be held liable for any damages or any injuries of any nature whatsoever and originating or caused in any manner whatsoever in the execution of the contract to the other party, to third-parties engaged or otherwise involved by the other party in the execution of the contract, to goods of the other party or those third-parties or persons employed by the other party or those third-parties. DMVFonterra Excipients cannot in any circumstances be held liable for indirect or immaterial damages such as but not limited to trading losses, consequential losses or demurrage or loss of income and profits, loss of clients, damages to reputation and/or goodwill. The other party indemnifies DMV-Fonterra Excipients against all claims for which DMV-Fonterra Excipients does not or does not wish to bear liability by virtue of the above.

16.4 The other party will make provision for the necessary systems, auxiliary materials and tools at his own expense and risk.

17 Liability

17.1 The other party is liable for all losses suffered by DMV-Fonterra Excipients of any nature whatsoever and regardless of how they originate or are caused as a consequence of the other party's non-compliance with his obligations under the contract (such as but not limited to guarantee obligations as specified in articles 9 and 12 of these conditions), as well as for all damages caused by the other party, his personnel, persons or legal persons he has engaged and/or goods he has delivered or is to deliver or rendered services or serves to be rendered to persons/goods of DMV-Fonterra Excipients or third-parties; the other party indemnifies DMV-Fonterra Excipients against all claims of third-parties arising from or

related to the above. Damage or loss as referred to in this article 17.1 includes all costs incurred and all damage suffered in connection with taking measures that are necessary to prevent or limit damage/loss or further damage/loss in the opinion of DMV-Fonterra Excipients and/or third parties concerned, including but not limited to instigating a recall.

17.2 The other party shall indemnify DMV-Fonterra Excipients against all claims from third parties for damages as referred to in article 17.1. The other party shall also compensate DMV-Fonterra Excipients for the reasonable costs of defending such claims from third parties.

17.3 The other party shall adequately insure himself against losses as provided for in articles 17.1 and 17.2. DMV-Fonterra Excipients reserves the right to request evidence of insurance or to require a statement in the policy to the effect that any insurance payments will be made to DMV-Fonterra Excipients if DMV-Fonterra Excipients is required to compensate the loss in the first instance.

18 Prohibition on outsourcing and assignment. Set-off.

18.1 The other party is forbidden without the prior written permission of DMV-Fonterra Excipients to transfer or outsource the contract or its execution in full or in part to third-parties. DMV-Fonterra Excipients is authorised at all times to transfer the contract in full or in part to any other group company of DMV-Fonterra Excipients without the prior permission of the other party.

18.2 Claims of the other party on DMV-Fonterra Excipients are not transferable without the written consent of DMV-Fonterra Excipients.

18.3 DMV-Fonterra Excipients is authorised at all times to set off amounts owed to the other party against what is owed to any company forming part of the DMV-Fonterra Excipients group by the other party and/or companies affiliated with the other party, whether or not exigible, subject to conditions or a time limit. The other party is exclusively authorised to operate set-off with the prior consent of DMV-Fonterra Excipients.

19 Rescission

19.1 DMV-Fonterra Excipients is entitled to suspend the implementation of the contract or, at its discretion, to terminate or rescind the contract in full or in part by means of a written statement and without a prior notice of default or judicial intervention with immediate effect, whilst retaining all its rights to compensation for costs, damage, losses, and interest:

a. if the other party fails to meet one or more of his obligations under or otherwise related to the contract or to meet them on time or in full, or if it established that full compliance will be impossible;
b. if DMV-Fonterra Excipients has good grounds to suspect that the other party is or will not be willing or able to meet his obligations;
c. if the other party is declared bankrupt or his bankruptcy or (provisional) suspension of payment is applied for or granted, if he liquidates or discontinues his business, offers a composition, if an attachment is imposed on (part of) his assets or if he otherwise proves to be insolvent;
d. if, in the opinion of DMV-Fonterra Excipients, major changes are made to direct or indirect ownership or control ratios at the business of the other party.

19.2 DMV-Fonterra Excipients is further entitled to terminate or rescind the contract at its own discretion if any advantage is offered or granted by the other party in connection with the formation or execution of the contract to a person forming part of DMV-Fonterra Excipients.

19.3 In the event of termination or rescission, DMV-Fonterra Excipients cannot under any circumstances be held liable for any form of compensation for damages. The other party is obliged to indemnify DMV-Fonterra Excipients against claims of third-parties made through or in relation to the termination or rescission of the contract.

19.4 In the event of termination or rescission the other party shall be obliged to reimburse all costs already incurred by DMV-Fonterra Excipients, without prejudice to DMV-Fonterra Excipients's other rights under the law, the contract or these general conditions (including DMV-Fonterra Excipients's right to claim full compensation for damages). In the event of termination or rescission, DMV-Fonterra Excipients is further entitled, to be decided at its own discretion, (i) to retain the goods already delivered, including all related materials, or the executed part of the contract, or to claim their issue and to complete them (or have them completed) at the other party's expense or (ii) to oblige the other party, upon returning the goods already delivered, to reimburse DMV-Fonterra Excipients with all amounts already paid.

19.5 Further to the cases provided for above, DMV-Fonterra Excipients is authorised at all times to terminate or rescind the contract unilaterally upon payment of the pro-rata price for the part of the contract already executed and already delivered, plus a surcharge of 5% of the remaining price of the part yet to be executed or delivered as compensation for the damages and/or loss (including profit) that could be suffered as a result by the other party.

20 Incoterms

20.1 The commercial terms used in these conditions or other agreements between the parties shall be interpreted and construed in conformity with the provisions of the most recent version of the Incoterms.

21 Further provision, applicable law and court of competent jurisdiction

21.1 In the event of one or more of the provisions of these General Conditions proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force.

21.2 All contracts between DMV-Fonterra Excipients and the other party are subject to the laws of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is however excluded.

21.3 Any disputes between the parties that result from or are otherwise connected with any contract and/or these General Conditions and that fall under the jurisdiction of the civil bench of a court, shall only be put before the Court in Kleve, unless DMV-Fonterra Excipients prefers another competent court.

Goch, July 2010