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DEMOPHORIOUS LTD

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"The Company/ Demophorius"	Demophorius LTD, situated at 196 Archbishop Makarios III, 3030 Limassol, Cyprus.
" The Buyer"	an individual or entity who enters into a buying Contract to obtain Goods or Services from Demophorius.
"The Contract"	The contract between the company and the Buyer, starts upon acceptance of the Buyer's order.
"Proforma Invoice"	any invoice between Demophorius and the Buyer for the sale and purchase of the Goods.
"Goods"	any Goods which Demophorius supplies to the Buyer in accordance with the order.
"Terms and Conditions"	the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and Demophorius and attached to these terms and conditions.
"The Order"	the order placed by the Buyer, based on the Company's quotation.
"The Quotation"	the quotation provided by the Company to the Buyer.

2. GENERAL

Quotations for and acceptance of all orders are subject to these conditions and shall govern the contract to the exclusion of all other terms and conditions. The Buyer shall be deemed to have accepted these conditions on placing the order.

No addition to or variation from these terms and conditions shall have effect unless the same are expressly accepted by the Company in writing under the hand of a director of the Company.

3. PRODUCT AVAILABILITY

Company does not maintain stock. All orders are been produced on demand; production commences upon receipt of all order requested documentation i.e. returned signed PI, completed and signed Purchased Order Request Form and Advance Payment.

4. ALTERATIONS/MODIFICATIONS

The Company may make such alterations or modifications as it deems necessary to the goods or their manufacture without notice to the Buyer from time to time.

5. PRICE

The price for goods will be as provided in the quotation and is always expressed in US \$ dollar. Exceptions for Euro payments are agreed in advance.

The Company reserves the right to vary from the price quoted to the extent that such variation is required to cover increases in the cost of supplying the goods between quotation and delivery to the Buyer. Prices at the date of delivery shall therefore prevail.

6. PAYMENT

Payment shall be made within the due day as agreed and confirmed to the Buyer in the Company's invoice.

In the event of late or part-payment, interest at the rate of 5% above the Company's bank base lending rate shall be charged on the sum outstanding on a daily basis until full payment is received.

In such case the Estimated Time of Departure of the goods can not be guaranteed and a new delivery time will be given by the Company.

All prices quoted are based on FOB unless agreed otherwise.

7. DELIVERY

The appointment of carriers is at the Company's sole discretion unless the Buyer indicates a specific carrier prior to shipment.

All reasonable efforts will be made by the Company to fulfill delivery dates provided that reasonable notice of such date is given by the Buyer. Time is not of the essence in the contract.

The Company will consider repair or replacement of goods damaged or lost in transit where delivery is made by the Company's carrier providing written notice of such damage or loss is provided within 3 days by the Buyer.

8. RISK AND PROPERTY

Risk in the goods passes on delivery.

Shipping document of the goods will not pass to the Buyer until payment in full of the invoice.

Where goods are attached to, or incorporated in other goods, or altered, title will not pass by virtue of such attachment or alteration, where the goods can be detached or removed.

The Buyer is required to store the goods supplied according to the storage conditions.

If the Buyer is overdue in payment for the goods or other goods supplied by the Company, the Company may recover and sell the goods.

The Company shall be entitled to take possession of the goods and is hereby granted license to enter the Buyer's premises for such purpose and may, if necessary, detach or remove the goods from other goods or equipment.

This will not affect any other right the Company may have against the Buyer.

9. WARRANTY AND LIABILITY

(a) Subject to the conditions set out below, the Company warrants that the goods will be free from defects in material and workmanship for the shelf life of the product, as stated on the packaging. Demophorius shall replace any goods which the Buyer proves to the satisfaction of the Company to be faulty in accordance with this condition.

The warranty given in paragraph (a) is subject to the following conditions.

(i) the Company shall be under no liability in respect of any defect in the goods arising from any specification of the Buyer provided in its order or any tender.

(ii) the Company shall be under no liability under the above warranty if the total price for the goods has not been paid by the due date for payment.

(iii) the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee provided by the manufacturer thereof to the Company.

(b) Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are expressly excluded to the extent permitted by law.

10. COMPLAINTS, TRACEABILITY, PRODUCT RECALL

Buyer must keep records of documents related to the product in the event of field safety corrective actions for the shelf life of a product plus three months.

Further, the buyer shall provide to Company the following information 1. Product code/ specification, 2. Lot Number, 3. Defected quantity, 4. Used quantity, 5. Un-used quantity, 6. Description of the malfunction – report from end user explaining the conditions under which the complaint took place and photos.

Further, the buyer on own cost will immediately dispatch to Company one box of the said product in order for Company to investigate the issue.

Under no circumstances, the buyer will not send the stock back to Company without the written approval of Company.

Retention time of documents is the shelf life of products plus 3 months.

11. STORAGE

The Company shall levy a storage charge to the Buyer for all goods stored by the Company within 1 month of the following due to buyers failure to pay within the due date.

12. RETURNS/CANCELLATION

The Company will not accept the return of any goods without its prior written consent. Where such consent is provided, goods shall be returned at the Buyers expense.

Unauthorized returns will be sent back to the sender. Request for returns will be made within 15 days from the receipt of the goods. Please contact Demophorius Logistics Department for forwarding instructions. Please provide product description, invoice number and or purchase order number, lot number in case of product defect and reason for return when making your request Credit for goods returned will be provided by the Company at the

goods resale value, less a handling fee of 20%, provided that the goods are returned in a condition suitable for resale.

13. DELAYS

The seller will not be responsible for any delay incurred for the shipment of the goods that may be caused by a situation reasonably beyond the control of the seller including any event of force majeure.

14. NOTICES

All notices to be given under the contract shall be given by prepaid first class post or Facsimile to the registered office or to be notified and shall be deemed to have been delivered if by letter at the expiration of 48 hours after posting and if by facsimile on receipt.

15. FREIGHT AND FREIGHT CLAIMS

Unless otherwise agreed, the buyer will assume all responsibilities related to the transport of the goods from the port of dispatch and he will undertake to obtain insurance cover. If a carton is received in poor condition or is missing it should either be refused or noted on the bill of lading at the time of delivery. It is the buyers responsibility to file any claim with the carrier.

16. DISCLAIMER

Our products are intended to be used as described on the instructions of use leaflet included in the products package. Demophorius will not be held liable for any loss of profits connected with the sale or use the goods.

17. PRODUCTS REGISTRATION; NECESSARY DOCUMENTS AND LICENCES.

Buyer should be aware and has the responsibility in the territory for permits, licenses, registrations, approvals, and authorizations required to import, promote, advertise, market, sell and distribute Products in the agreed Territory. Buyer should be aware and has the responsibility for obtaining any adequate product licensing in the territory, therefore, buyer shall forward to Demophorius the list with requested documents on time.

In case translation of labelling and or instructions of use are required, as long as the MOQ is met, Demophorius will provide the buyer with the English basic draft. The buyer has the responsibility for arranging for an accurate translation of the artwork and / or the instructions of use and these shall be in accordance to the ISO standards. The translation will be forwarded to Demophorius at least one week in advance before placing the order in order for Demophorius to arrange for the final one. Last but not least, the buyer must prove to Demophorius that the translation was done by a professional, ex. provide the translation with notarization.

Placing on the end product any other labelling other than the one Demophorius delivers to the customer is not allowed.

18. MARKETING MATERIAL

The buyer shall use Demophorius marketing material for advertising our products. In case the buyer wishes to create own marketing materials, this would be possible after written approval from Demophorius.

19. GOVERNING LAW

The contract shall be governed by Laws of Cyprus.