

Delivery contract

between	Pharmacare Ltd 10 Dublin Road Cork, Eire hereafter called «the buyer»	and	Breizh Mecatronix SARL, 15-17, chemin du pont, 56100 Lorient, France hereafter called «the seller»
----------------	--	------------	---

1.0 Subject of contract

- 1.1 The seller sells, delivers and transfers to the buyer the contract items.
- 1.2 The buyer commits himself to accept the contract items and to pay the purchase price agreed upon in this contract.

2.0 Delivery volume

- 2.1 The seller commits himself to keeping the aforementioned contract items in stock as from .../...../2013
- 2.2 The delivery of the contract items will be carried out in partial amounts.

3.0 Delivery Contract

- 3.1 For each delay in the delivery dates, the seller is obliged to pay the buyer a contract penalty to the amount of 0.5 % of each delivery value, but in total not more than 10 % of each delivery value. The buyer is entitled to demand this contract penalty until such time as the invoice is due. Furthermore, the buyer is entitled to claim a compensation for damages due to delay, above and beyond the contract penalty.
- 3.2 In case the seller suffers a delay on two subsequent partial deliveries, the buyer is entitled to withdraw wholly or partially from this contract.
- 3.3 For each delivery the seller has to provide a test certificate DIN 50049

4.0 Prices

- 4.1 After delivery of the contract items, the buyer guarantees to pay to the seller the purchasing prices agreed upon. It is understood that the prices named therein do not include value added tax.
- 4.2 The seller will supply an invoice pertaining to each of the delivered partial amounts.