

General Terms and Conditions of Alpinamed AG

Valid from 1 January 2010, version 07/2022

A) Scope of application

All deliveries and sales as well as associated services are carried out based on these General Terms and Conditions (hereinafter: Terms and Conditions). Individual provisions that deviate from these Terms and Conditions shall only apply if they have been expressly acknowledged by Alpinamed in writing. Any contrary or different terms and conditions of the purchaser are not recognised unless they have been expressly acknowledged by Alpinamed in writing. These Terms and Conditions also apply if the supplier carries out the delivery to the purchaser unconditionally and in full knowledge of the purchaser's contrary or differing terms and conditions.

B) Offer and acceptance

Alpinamed's offers are not binding but are to be exclusively understood as an invitation for a quotation. A contract is concluded upon receipt of the written confirmation from Alpinamed that the order has been accepted (order confirmation), or with the execution of the order without objection. A contract cannot be concluded in a different manner, in particular not as the tacit acceptance of an order or through implicit conduct. If a confirmation of an order deviates from the order placed, this shall be regarded as a new offer by Alpinamed that shall become binding for both parties if it is not contested within 14 days.

C) Commission orders – manufacture for third parties

If Alpinamed accepts an order to manufacture and/or bottle a product on behalf of a third party, the agreement shall be governed by the toll manufacturing contract. Such orders only become legally valid if a written toll manufacturing contract governing the responsibilities of each party has been signed by both parties. In the case of orders pursuant to this clause, the purchaser has to accept short or excess quantities of 10%. The quantity that has actually been delivered will be invoiced. The return of goods that were correctly manufactured in accordance with the toll manufacturing contract is excluded. Additional costs that are incurred over and above the toll manufacturing contract will be invoiced to the purchaser separately. Insofar as the toll manufacturing contract as well as any additional general terms and conditions do not contain any provisions to the contrary, these terms and conditions shall apply to the toll manufacturing contract *mutatis mutandis*.

D) Price information / Prices

The price lists serve as a guideline and are not of a binding nature. They can be adjusted at any time without prior warning. The prices quoted in the order confirmation are the only binding prices. Prices are always quoted exclusive of statutory VAT. For domestic orders any VOC levies are included in the price. In the event that price changes result from an increase in costs, particularly if these are based on a change in materials costs or raw materials prices that come into force between conclusion of the contract and delivery, and are neither caused by us nor could have been predicted by us at the time the contract was concluded, we reserve the right to enforce price changes to the amount of the corresponding change in cost. The same condition also applies to price changes connected with energy costs (fossil fuels, electricity, etc.).

E) Delivery conditions and delivery provisions

We deliver specialist trade orders free within Switzerland by post or lorry from an order amount of at least CHF 200. Specialist trade orders under CHF 200 are subject to a surcharge of CHF 15 per delivery. In no event shall Alpinamed accept liability for the timely delivery and/or for late or delayed delivery.

F) Compliance with statutory provisions

The purchaser is responsible for compliance with the statutory and regulatory provisions governing the import, transport, warehousing, sales and use of the goods.

G) Right to purchase drugs

Drugs are delivered exclusively in accordance with the guidelines issued by Swissmedic. Deliveries of raw materials and finished medical products are made in accordance with the current statutory provisions regarding the right to purchase drugs or any other authorisations that are required.

H) Transfer of benefits and risks

All the goods dispatched are at the risk of the recipient. Alpinamed accepts no liability for transport damage. The purchaser is responsible for concluding insurance against any form of damage whatsoever.

I) Transport damage

All shipments are transported at the risk of the recipient. Alpinamed accepts no liability for transport damage whatsoever. Insurance against damage of any kind is the responsibility of the customer.

K) The purchaser's defect rights and rights to liability claims

All statutory defect rights are expressly excluded insofar as permitted by law and replaced by the regulation pursuant to sections B) and C) of this clause. All further liability, in particular the statutory provision for defect rights, or liability for faults or damage of any kind whatsoever is expressly excluded insofar as permitted by law. In particular compensation for damage incurred due to a delay in delivery is expressly excluded. Also all liability for consequential damage or other damage that was directly or indirectly caused by the use, processing or ingestion of the products sold is expressly excluded insofar as permitted by law. The exclusion of statutory liability pursuant to this clause also expressly applies for goods that were delivered as replacements for damaged or faulty goods.

The purchaser must check the deliveries and services immediately following receipt. If it neglects to do so the delivery is deemed to have been approved. If any of the goods are faulty, and the fault was present before the transfer of risk and benefit, the purchaser must return the good(s) to Alpinamed within ten days of receipt. Return consignments and returns must be sent with the correct form designated for this by Alpinamed.

If the returned consignment or return is received within the ten day period with the correct form, Alpinamed may replace faulty goods with fault-free goods or refund the purchase price as it sees fit. The return of individually marked containers or articles that were procured by the purchaser is excluded. Also excluded is the return of goods with labels that have been written on or that cannot be used for any other reason as well as goods in opened packaging. Individually bottled bulk goods cannot be returned or compensated. Also articles ordered in error cannot be credited.

L) Payment

Payment must be received within 30 days from the date of the invoice net, without any deduction for discounts, fees, taxes, levies, duties, customs paid, etc. at the domicile of Alpinamed or at another location designated by Alpinamed. The offsetting of purchase price debt with a claim against Alpinamed is excluded.

M) Delayed payment

Upon the expiry of the payment deadline as set out in L) the purchaser is deemed to be in default without a further reminder or notification being sent. The purchaser will be charged default interest from the due payment date. From the second reminder a reminder fee of CHF 10 will be charged for each reminder. Alpinamed retains the right to instigate debt recovery proceedings after the first reminder and not to send any further reminders. Alpinamed retains the right to withdraw from the contract and to demand the return of the goods in the case of delayed payment by the purchaser. The right to enforce further claims for damages remains reserved.

N) Payment in advance

In the case of initial orders or where there are doubts about the creditworthiness of the purchaser, in particular in the case of arrears, Alpinamed can make any further deliveries subject to payment in advance. Further claims remain reserved.

O) Force majeure

Alpinamed as well as the purchaser shall not be liable for the non-fulfilment of one of its contractual duties, if this is the result of a situation that is out of their control or due to one of the following reasons: fire, natural catastrophes, war, seizure of goods, general scarcity of raw materials, restrictions on energy consumption, strikes. This also applies if a supplier is threatened by any of these circumstances and therefore the contractual obligations cannot be fulfilled.

P) Partial invalidity

If one of the provisions in these Terms and Conditions should prove to be fully or partially invalid, the contracting parties will replace this provision with a new provision that fulfils the legal and economic purpose of the invalid provision as closely as possible. The same applies for any loopholes in the text of the contract.

Q) Place of jurisdiction and applicable law

The place of jurisdiction for the purchaser and the supplier is exclusively the registered office of Alpinamed. However, the supplier is also entitled to prosecute the purchaser at the location of its registered office. Insofar as these Terms and Conditions or a principal contract do not stipulate otherwise, the legal relationship between Alpinamed and the purchaser is subject to Swiss substantive national law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980.