



General Sales- and Delivery Conditions

1. GENERAL APPLICABILITY
 - a. All offers and supplies are exclusively made with due observance of the conditions of sale and supply mentioned below, unless parties explicitly agree otherwise in writing. Even if not expressly objected to, buyer's general conditions shall not apply.
 - b. Should, in the opinion of the judge, any clause of these general conditions of sale and supply for whatever reason not be applicable, then the relative clause must be replaced by a clause by which parties can attain the object they have in view. The other clauses of these conditions of sale and supply will still be effective.
2. CONFIDENTIALITY/DATA PROTECTION

Always provided that it has not otherwise explicitly been agreed upon in writing with the Buyers, the information submitted to us together with a purchase order shall not be regarded as confidential information, unless the confidentiality is obvious. We draw attention to the fact that we will store data (also personal data) concerning the contractual relationship for data processing purposes and reserve the right to forward the data to third parties (e.g. insurance companies) if this is necessary for contract fulfilment. In no case, however, we will make use of such data outside of our company or sell or otherwise disclose them to third parties.
3. OFFERS
 - a. All offers are understood to be without engagement. Orders are subject to our final written confirmation.
 - b. If not opposed or altered within a week in written form, quotations and all other conditions are accepted by the buyer.
4. SUPPLIES
 - a. The conditions of supply will be interpreted in accordance with the latest valid INCO-TERMS of the International Chamber of Commerce, unless agreed upon otherwise.
 - b. Unless agreed upon otherwise, the time of delivery is approximately. They are subject to correct and punctual self-delivery.
 - c. Unless agreed upon otherwise, the seller is free to choose the way and means of transport of the goods to buyer. In case the seller bears the freight charges the seller shall be entitled to increase the prices after conclusion of the agreement according to any increase of the freight charges.
5. PROVISION WITH REGARD TO THE PROPERTY
 - a. The goods supplied shall remain the seller's ownership until such time as the buyer has completely fulfilled his payment of the amounts according to the agreement. However, as long as he has met his obligations towards the seller, buyer shall be authorized to dispose of the goods under the seller's ownership within his normal conduct of business. The buyer shall not be entitled to mortgage the goods or to transfer the goods in fiduciary ownership. Moreover, he has the obligation to inform without delay of any actions taken by third parties with respect to goods belonging to the seller.
 - b. In case of paragraph 7 (non-fulfillment) the authorization as referred to in 4A, shall automatically be annulled. The seller shall be entitled to demand the handing over and therefore take back the goods supplied, without giving previous notice of default or judicial intervention. For that purpose, the buyer shall admit seller to the place where the goods are stored.
6. PRICES
 - a. Unless agreed otherwise, all prices are to be understood net, ex warehouse. They apply only to the whole quantity offered.
7. PAYMENT
 - a. The buyer undertakes to pay the amount within 8 days after the date of invoice, or other terms confirmed by contract. Payment will take place in the currency mentioned in the invoice. The obligation to pay will be fulfilled only when the seller has received and can dispose of the entire amount due.
 - b. The seller always the right to deviate from the condition laid down against 6A a.o. by demanding cash payment or payment in advance when there are well-founded doubts as to the fulfillment of the conditions stipulated in paragraph 6A.
 - c. The buyer will be in default when not having made payment within the time of payment, without any notice from the part of the seller being required. Without prejudice to any other right the seller may possess, the consequence will be that:
 - i. The buyer will owe 1% interest on top of the rate of discount rate on promissory notes of the Credit Suisse Bank valid on the expiry date of the payment term.
 - ii. The buyer will have to reimburse to the seller all expenses the latter has made to collect the amount the buyer owes him, including non-judicial expenses, with a minimum of 10% from the basic amount.
 - d. Should seller accept cheques or drafts, so this is done in fulfillment. Any charges or costs of other Bankers arising due to these, are to be paid by the buyer.
 - e. The seller has the right to concede his outstanding claims towards the buyer to a factoring company, even without the agreement of the buyer. Rights and duties out of the contract will not be affected by this.
 - f. In case of existing liabilities of seller towards the buyer, the buyer has no right to deduct any payment out of this contract.



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8. NON-FULFILLMENT

- a. In case a petition for bankruptcy has been presented, bankruptcy, sequestration, liquidation or suspension of payment has been petitioned or obtained by either party, a voluntary or involuntary general assignment of the assets for the benefit of creditors, receiver or trustee is appointed for all or any part of party's property then the other party at its option will be entitled to terminate the agreement immediately and unilaterally by registered letter without giving previous notice of default and without judicial intervention, or to suspend its execution in whole or in part, without having to make any compensation and without prejudice to any further rights he may be entitled to.
- b. In case any of the eventualities mentioned in paragraph 7A. occur with buyer, everything that buyer owes to the seller on account of any contract will become claimable in full.

9. FORCE MAJEURE

Force majeure of whatever nature, mobilization, war, revolution, fire, strike, epidemics, interruption of transport, confiscation, disruption in production, lack of raw materials and/or energy, catastrophes, restrictive government regulations of whatever nature, malfunctioning of installations essential for the execution of the agreement, when third parties fail to supply goods or render services and any circumstance the seller could reasonably not foresee and cannot influence and which, had he known it when concluding the agreement would have induced him not to conclude it or not under the same conditions, the seller at its option shall be entitled to withdraw from a business transaction either entirely or partially or postpone the periods of delivery, this without any possibility that claims of any kind might be lodged against seller from this subject.

10. COMPLAINTS AND RESPONSIBILITY

- a. Communications made by or on behalf of the seller regarding quality, composition, treatment of the goods in the widest sense, applications, characteristics etc. of the goods, does not commit the seller, unless such communications are made in writing and explicitly in the form of a guarantee.
- b. The buyer is obliged to inspect the goods out of their original packing immediately upon arrival. Complaints, however about damage, quality, short weight or other deficiencies have to be lodged with the seller by registered letter within:
 - i. thirty days after the date of delivery
 - ii. in any event, however, before the merchandise has been processed.A notification shall be deemed valid if it is mailed within the term. In case of timely notification, the seller reserves the right to either replace the merchandise or to reimburse the purchase price. Any other liability is excluded, in particular the liability for damages of any kind whatsoever.
- c. The buyer is obliged to take necessary measures to limit as much as possible the damage done to the goods supplied.
- d. The buyer is obliged to observe strictly the instructions for storing and handling of the goods, as described in the relative pharmacopeia and/or any other general known specification.
- e. The seller will be no longer responsible in case the buyer does not meet the above directions (b,c,d).
- f. Complaints duly presented and motivated will be settled by the seller at its opinion by price reduction or additional supply of the goods that were short-delivered, replaced or taking back. Treatment of complaints does not affect the buyer's obligation to pay.
- g. The responsibility of the seller with regard to the goods supplied to buyer will never exceed the net selling amount and the invoice amount of the goods supplied. Any further responsibility or whatever legal ground, particularly with respect to indemnification for trading loss or other indirect damages, is excluded.
- h. The withdrawal or loss of a CEP/COS or similar certification from our manufacturers/suppliers does not entitle the buyer to subsequent complaints and claims for damages derived from this with regard to deliveries of goods and services which took place before the withdrawal/loss.
- i. Rejected goods can be returned to seller only under the proviso of seller's prior consent. In the event of shortage within tolerances, seller has the choice of either carry-on a subsequent delivery or to send a credit-note.
- j. Seller does not warrant or guarantee that the product is free from patents or other protective rights of third parties.

11. ASSIGNMENT OF CLAIMS

According Code of Obligations Art. 164 (Swiss Law) the Seller may assign a claim to which he is entitled to a third party without the debtor's consent.

12. HARDSHIP CLAUSE

- a. If, prior to the agreement being executed, the circumstances prevailing when the agreement was concluded would change in such a way that fulfillment of one or more conditions can no longer reasonably be required, parties shall negotiate about an alteration of the conditions of the agreement.

13. TITLE RETENTION

- a. All goods supplied by seller no matter on what kind of business transactions they are basing - will remain sellers' property, as long as demands against the buyer are still due to seller from present orders or from other deliveries or merchandise.
- b. Access of third parties to the goods of sellers or to the respective debts concerned to these must be announced to seller by the buyer without delay.

14. CHOICE OF FORUM (place of jurisdiction)

The transaction is subject to Swiss law. Any dispute arising from the transaction will be submitted to the competent court of justice in Zürich, Switzerland, on the understanding that the seller has the right to submit every dispute to the court of justice competent at the buyer's domicile.