

# General purchasing terms and conditions of Svizera Europe BV

## 1. VALIDITY

All deliveries and services by our suppliers – unless explicitly agreed otherwise – shall be made in accordance with these purchasing terms and conditions. Terms and conditions of our suppliers or third parties shall not apply even if we do not separately object to their validity in individual cases.

## 2. ORDER

Orders, transactions and delivery requests as well as their amendments shall require written form. Orders and delivery requests can also be placed via fax or electronic data transfer. Cost estimates shall be binding and not remunerated unless explicitly agreed otherwise.

## 3. SERVICE; DELIVERY; TRANSFER OF RISK

**3.1** The supplier shall not be entitled to engage third parties to perform the services owed by him without our prior written agreement.

**3.2** The delivery period stated in our order shall be binding. Svizera Europe BV shall be notified immediately in writing of expected delays for a delivery or service or quality thereof which fails to meet the contractually agreed standard.

**3.3** If the supplier fails to perform his service or not within the agreed delivery period or if he is overdue, our rights - in particular of cancellation and compensation - shall be determined according to the statutory guidelines. The provisions of sect. 3.4 shall be unaffected. If the supplier is overdue, Svizera Europe shall be entitled - in addition to further statutory entitlements – to demand flat rate compensation for our damage caused by default to the amount of 1% of the net price per completed calendar week, however, not more than a total of 5% of the net price of the delayed delivered goods. Svizera Europe BV shall reserve the right of proof that we suffered higher damage. The supplier shall reserve the right of proof that we Svizera Europe BV suffered no or only significantly smaller damage.

**3.4** Delivery shall be free – DDP to the location named in the order. If the destination is not listed and nothing else is agreed, delivery shall be made to the headquarters of the ordering location. Each destination shall also be the place of performance (obligation to fulfill).

**3.5** Each individual delivery shall be labeled according to the applicable statutory regulations and shall include the agreed documentation, including all documents which must be handed over according to the applicable regulations of good manufacturing practice (GMP). If the delivery note is missing or incomplete, we shall not be responsible for resulting delays in processing and payment. The unconditional acceptance of a delayed delivery or service shall not include a waiver of our entitlements to claim compensation on the basis of a delayed delivery or service.

**3.6** Risk shall be transferred upon (final) acceptance in case of deliveries with installation or assembly and for services and upon receipt of the goods and the required documents at the place of deliveries listed in the order in case of deliveries without installation or assembly.

## **4. PRICES; INVOICE DETAILS; PAYMENT TERMS**

**4.1** The price listed in the order shall be binding and unless agreed otherwise, shall include all services and additional services performed by the supplier (e.g. assembly and fitting) as well as all ancillary costs such as in particular the proper packaging and transport, insurance etc. to the place of delivery listed in the order. All prices shall be “free delivery” – DDP shall be deemed as agreed. The prices shall be understood including statutory sales tax unless this is listed separately. If the supplier reduces his prices or improves other terms and conditions in the period between the order and delivery, the better terms and conditions shall be deemed to be agreed. Svizera Europe BV shall not consider price increases or other deteriorations in terms during this period to be valid. All delivery documents and invoices shall include our purchase order number as well as name, article number and delivered volume of each item in addition to our delivery address as well as – if relevant according to the applicable guidelines of good manufacturing practice – the batch number. In addition, invoices shall include all details required by the Dutch sales tax act and, if applicable, the customs tariff number.

**4.2** Unless agreed otherwise in the order, the agreed price shall become due for payment within 60 calendar days from the completed delivery and service (including a potentially agreed acceptance) as well as our receipt of a proper invoice. If we make payments within 30 calendar days, the supplier shall grant us a discount of 3% on the net invoice amount.

**4.3** Svizera Europe BV shall owe no maturity interest. The supplier’s entitlement to payment of default interest shall remain intact.

**4.4** Svizera Europe BV shall be entitled to rights of set-off and retention as well as plea of non-performance to the statutory scope. Svizera Europe BV shall be entitled in particular to retain due payments as long as we are still hold claims arising from incomplete or faulty services vis-à-vis suppliers.

**4.5** The supplier shall have a right of set-off and retention only on the basis of legally determined or undisputed counter-claims.

## **5. RIGHTS OF OWNERSHIP; CONFIDENTIALITY**

**5.1** The transfer of ownership of the goods to us shall occur unconditionally and without consideration of price payment. All forms of the extended or prolonged reservation of title shall be excluded so that a potentially effective reservation of title declared by the supplier shall only apply up to the payment of the goods delivered to us and only for these.

**5.2** The use of material provisions shall only be permitted for our orders. The supplier shall pay compensation for value reductions or loss unless the value reduction or loss is not the supplier's fault. Svizera Europe BV exclusively shall carry out processing, mixing or combination of the provided materials by the supplier. If the right of ownership of provided materials is retained during processing, mixing or combination with third party items, Svizera Europe BV shall acquire co-ownership of the new item at a ratio of the value of our item to the other items.

**5.3** Svizera Europe BV shall reserve the right of ownership or copyright for all orders and all documents made available to the supplier.

**5.4** The supplier shall be obliged to maintain confidentiality in relation to the terms and conditions of the order as well as all documents, samples and other information (hereinafter jointly referred to as "information") made available for this purpose even after the agreement has ended and to use these only for completing the order. This shall exclude information which is publicly accessible or of which the supplier already had knowledge prior to disclosure without being obliged to maintain secrecy. When requested, the supplier shall return information to us immediately upon completion or requests or order and destroy all copies.

## **6. OTHER OBLIGATIONS OF THE SUPPLIER**

**6.1** The supplier shall be obliged to observe all standard legal guidelines and regulations, in particular relating to accident prevention, employee and environmental protection, during manufacture. Conform GMP, AEO and international law.

**6.2** The supplier shall be obliged to observe our relevant safety regulations conform AEO.

**6.3** Supplier will not in any way should be involved in child labor.

**6.4** Any payments made by the supplier on behalf of Svizera Europe BV must be approved in writing by Svizera Europe BV.

## **7. DEFECTIVE DELIVERY; QUALITY; DUTY OF INSPECTION**

**7.1** Unless agreed otherwise, the legal guidelines shall apply to our rights in the event of physical defects and defects of title of the goods and for other duty violations by the supplier.

**7.2** The supplier shall guarantee that all delivered goods are free from defects and in particular meet all agreed specifications and requirements. The supplier shall guarantee that the import, storage, sale and use of the goods according to their intent use do not violate patents or other third party property rights. If the products ordered by us are drugs, health care products, or food supplements or serve the manufacture of such products, the supplier shall guarantee the fulfillment of the standard statutory requirements and approved regulations (in particular regulations relating to Good Manufacturing Practice, if applicable) in their current version.

**7.3** The legal guidelines shall apply to the commercial inspection and requirements to give notice of defects as follows: our duty of inspection shall be limited to defects which become apparent upon visual check during our incoming goods inspection including the delivery documents as well as during our quality control using sampling (e.g. transport damage, wrong or short deliveries). A duty of inspection shall not exist if acceptance was agreed.

**7.4** Our requirement to give notice regarding later discovered defects shall remain intact. In all cases, our requirement (notice of defects) shall be deemed immediate and on time if it is received by the supplier within 10 working days (Monday to Friday).

**7.5** The supplier shall be liable for any debt ratio. We shall not accept clauses by the supplier which limit liability.

## **8. STATUTE OF LIMITATION**

**8.1** Claims by the contractual parties shall have a statute of limitation according to the statutory guidelines unless agreed otherwise.

**8.2** Deviated from Dutch law, the general statute of limitation for warranty claims shall be 3 years from the transfer of risk. If acceptance was agreed, the statute of limitation shall commence upon acceptance. The 3-year statute of limitation period shall apply also to claims arising from legal imperfections of title, whereby the statutory statute of limitation for real claims for restitution of property of third parties shall remain unaffected. In addition, claims arising from legal imperfections of title shall have no statute of limitation as long as the third party can still assert the right – in particular due to lack of a statute of limitation – vis-à-vis our company.

**8.3** The statute of limitation periods of the right of purchase including the above extension

shall also apply – within the legal scope – to all contractual warranty claims. If we are also entitled to extra-contractual compensation due to a defect, the legally required regular statute of limitation shall apply even if the application of the statute of limitation periods of commercial law result in a longer statute of limitation in individual cases.

## **PLACE OF JURISDICTION; APPLICABLE LAW**

If the supplier is a merchant in the context of the commercial code, the exclusive – also international - place of jurisdiction of our choice shall be the location from which the order was placed, or Amsterdam, The Netherlands. The laws of the Netherlands shall constitute applicable law for these purchasing terms and conditions and all legal relationships between us and the supplier, excluding the conflict of law and Dutch sales law.