

General Terms and Conditions of Business

Valid from 1 January 2009

1. Scope

The following general terms and conditions of business govern the contractual relationship between Alloga Ltd. (hereinafter referred to as "Alloga") and its customers. By entering into an agreement (e.g. by making an order) the customer expressly accepts Alloga's terms and conditions of business as an integral part of that agreement.

2. Scope of Alloga's services

2.1 General

Alloga provides logistics services in conjunction with the import, export and distribution of pharmaceutical, cosmetic, nutritional and perfume products, and related products.

2.2 Distribution models

a. Stock deliveries are deliveries of products which are in stock in Alloga's warehouse. The following delivery types are distinguished in this context.

-The customer collects the products from Alloga's distribution centre.

-The products are delivered to the customer by subcontractors within the delivery times agreed with Alloga.

-The products are delivered by a package delivery company.

-The products are delivered by a courier.

b. Transfer orders are orders which are transferred to Alloga by the manufacturer, where Alloga is responsible for carrying out the order and invoicing the customer.

3. Delivery service

3.1 General delivery times

Provided Alloga receives an order by 1.30 p.m., the goods shall be shipped the same day.

Refrigerated goods shall always be shipped by express or refrigerated transport.

On request, orders received between 1.30 p.m. and 4 p.m. can go through express processing and be shipped the same day. The costs for this express processing shall be borne by the customer.

In addition, Alloga shall comply with the legal regulations in force.

3.2 Security Interest

The products delivered shall remain the property of Alloga until full payment has been received.

The sale of the products shall be subject to a security interest, which shall apply to all components of the products, including accessories. Alloga shall retain the right of ownership to the products until the purchase price, including interest and any additional costs, has been paid in full. Alloga shall be entitled to record the security interest with the relevant register at purchaser's expense.

The purchaser must immediately inform Alloga of any lien or other confiscation of the products, and must also inform the appropriate payment collection enforcement authority of the existing security interest.

3.3 Delivery note

With every delivery, the customer shall receive a delivery note including information on goods delivered, item number, batch and quantity.

3.4 Receipt of delivery

Upon receipt of the products, the customer shall immediately check that the delivery is complete. Any discrepancies shall be reported in writing within 5 days, and in the case of damage sustained during transit should be sent with a photograph, to the appropriate postal address or to the shipping agent. If no such problems are reported within this period, it shall be deemed that the customer recognises that the delivery has been in accordance with the contractual obligations and that it was received in perfect condition.

4. Complaints/waste disposal

4.1 Complaints and returns

Incorrect deliveries shall be checked by examining warehouse operations and, where necessary, stock inventories.

A decision on what remedy to take (credit note, return, new delivery etc.) shall be made in accordance with the manufacturer's guidelines.

4.2 Disposal of customer waste

The disposal of customer waste shall be carried out in accordance with cantonal and national regulations.

5. Ordering and pricing system

5.1 Ordering system

Customers can order goods from Alloga either in writing (letter, fax, e-mail) or via the electronic data interchange (EDI).

5.2 Pricing

Prices invoiced shall be those which were valid at the time the order was placed. The customer can request information on current prices from the manufacturer at any time.

5.3 Delivery costs

The delivery costs for small quantities (small quantity surcharge) may be invoiced to the customer, depending on the manufacturer.

5.4 Price alterations

Alloga may alter the price of products at any time and without advance notice on behalf of and in consultation with the manufacturers.

6. Invoicing and payment system

6.1 Invoicing

Alloga issues daily invoices for the products delivered.

The customer may raise objections to the invoice within 5 days, stating the precise reasons for the objections. If no such objections are made within this time period, the invoice shall be deemed to have been accepted. All outstanding amounts and amounts which have not yet fallen due shall fall due when the contract is terminated.

6.2 Payment conditions

The invoice amounts must be paid within the period stipulated for payment. If payment is not received within this period, interest on arrears shall be charged at the market rate.

6.3 Consequences of delayed payment

If the customer has neither settled the invoice nor objected to the invoice in writing, stating reasons for doing so, by the payment deadline, Alloga may cease all services without advance notice, take further damage limitation measures, demand securities such as bank guarantees, assignment of book debts, refuse orders placed by the customer and/or cancel the contract with immediate effect and with no obligation to compensate the customer. The customer shall bear all costs incurred by Alloga due to delayed payment, such as administrative and reminder fees, late fees, legal fees and court costs.

6.4 Exclusion of offsetting of claims

The customer may not offset counterclaims to Alloga's claims without Alloga's written permission.

7. Liability - Transfer of benefits and risks

7.1 Liability

Alloga shall only be liable for damages incurred by the customer where Alloga has acted negligently or with intent. All other claims for liability are excluded.

7.2 Transfer of benefits and risks

In the event that Alloga delivers the products via an external shipping agent, the benefits and risks shall be transferred to the customer.

8. Data Protection

The customer accepts that Alloga shall collect, store and process data in the context of its business operations.

These data will be passed on to the manufacturer.

9. Healthcare regulations

Certain Alloga products may only be supplied to customers who are authorised to practise, operate or carry out a profession or who have another form of official permit. Authorisation to supply or dispense products is governed by national and cantonal regulations. When establishing a business relationship, Alloga shall ensure that its business partner possesses the necessary permits or shall obtain them from the competent authority. Customers shall immediately inform Alloga of any circumstances which could compromise their authorisation to practise or operate. Each customer shall be individually responsible for ensuring that the necessary criteria are fulfilled for dispensing the products that have been ordered. Alloga shall assume no liability for this.

10. Amendments to the General Terms and Conditions of Business

Alloga reserves the right to amend its general terms and conditions of business.

11. Applicable Law and Jurisdiction

All legal relations between Alloga and its customers shall be exclusively governed by Swiss law. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

The courts of Burgdorf shall have jurisdiction.