

General terms and conditions for logistics services

Valid from 1 January 2023

1 Scope of application

These General Terms and Conditions for logistics services (hereinafter "GTC") govern the purchase of goods by customers from Alloga Ltd. (hereinafter referred to as "Alloga"). Alloga is entitled to apply these GTC vis-à-vis the customer on behalf of the manufacturer or owner of the products (hereinafter referred to as the "Partner"). Insofar as Alloga is referred to in these GTC, it is acting on behalf of and according to the instructions of the Partner in all cases.

Provisions deviating from these GTC shall only apply if other written agreements have been made directly between the Partner and the customer. Alloga has no influence on the contractual relationship between the Partner and the customer.

The latest version of the GTC applies and can be viewed on the Alloga homepage (www.alloga.ch/en).

2 Delivery service

2.1 General terms of delivery

If the order is received by Alloga by 1:30 p.m., the products shall be delivered on the following working day. Refrigerated products shall be transported in a cool box or by refrigerated transport and delivered from Monday to Friday. At the request of the customer and upon billing of the resulting additional costs, orders placed between 1:30 p.m. and 4 p.m. will be processed by express delivery.

2.2 Retention of title

The sale of the products is subject to retention of title, which extends to all components of the products, including accessories. The Partner shall remain the owner of the products until the purchase price, including interest and any other costs, has been paid in full. At the Partner's special request, Alloga shall be entitled to have the retention of title entered into the relevant register at the customer's expense.

The customer undertakes to notify Alloga without delay of any seizure or other confiscation of the products as part of debt collection proceedings; it must also inform the relevant debt enforcement registry office of the existing retention of title.

2.3 Delivery note

With each delivery, the customer shall receive a delivery note (packing list) which provides information on the delivered products, the item numbers, batches and quantities.

2.4 Receipt of delivery

Immediately upon receipt, the customer shall inspect the delivered products for completeness and damage, and confirm receipt. Discrepancies must be reported in writing to the Customer Service department within 5 (five) days of delivery for room-temperature goods and immediately for refrigerated goods, including an indicative photo in the event of transport damage. Otherwise, the customer accepts that the delivery has been made in accordance with the contract.

Deliveries to upper floors or basement floors at the request of the customer or Partner shall incur an additional charge.

3 Complaints>Returns

Incorrect deliveries shall be investigated internally by Alloga (this may involve an inventory of the warehouses).

The decision on the measures to be taken (e.g. credit note, return, new delivery, etc.) shall be made in accordance with the Partner's guidelines. The customer must ask the Partner directly about the relevant terms and conditions (including compliance with Good Distribution Practice guidelines) or agree these directly with the Partner. Alloga has no influence on the decision regarding the measures taken, or the terms and conditions. Returns due to an incorrect order by the customer are always subject to charge.

4 Ordering and pricing system

4.1 Ordering system

Customers may only order from Alloga in writing or via the electronic ordering system (EDI). Telephone orders are not permitted.

4.2 Pricing

Invoices shall be issued in line with the prices current at the time of the order being placed. The customer may request the current prices from the Partner at any time. Prices may be changed by the Partner at any time and without prior notice. Information provided by Alloga is non-binding.

Alloga Ltd. shall deliver the listed items in accordance with the information and instructions provided by the sales affiliate. The invoice lists the applicable prices and conditions. It is the responsibility of the service provider (customer/recipient of the goods) to comply with the provisions regarding integrity (Art. 55 TPA) and transparency (Art. 56 TPA and Art. 10 OITTP), as well as to pass on any discounts (Art. 56 (3) HIA and Art. 76a ff. HIO).

4.3 Delivery costs

Delivery costs shall be charged to the customer according to the agreement with the Partner. The prices stated by the Partner are always final. Information provided by Alloga is non-binding.

5 Invoicing and payment system

5.1 Invoicing

Alloga issues invoices for the delivered products on a daily basis.

The customer may raise justified objections to an invoice within 5 (five) days. If it fails to do so, the invoice shall be deemed to have been accepted. Upon termination of the contractual relationship, all outstanding amounts as well as those not yet due must be paid immediately.

5.2 Payment terms

The invoice amounts are due and payable by the specified payment deadline. In the event of late payment, default interest of 5% shall be charged.

5.3 Consequences of late payment

If the customer has not paid the invoice or raised any objections in writing by the due date, the Partner may suspend further provision of services without further notice, take further measures to prevent increasing losses, request collateral such as bank guarantees or debt assignments, reject the customer's orders and/or terminate the contract without notice or compensation. Alloga has no influence on the measures taken by the Partner.

The customer shall bear all costs incurred as a result of late payment, such as administrative and default charges, interest on arrears and legal fees.

5.4 Exclusion of set-off rights

The customer is not entitled to offset its own receivables against the receivables of Alloga or the Partner.

6 Liability – assignment of benefits and risks

6.1 Liability

Alloga and/or the Partner shall only be liable for damages incurred by the customer as a result of intentional or grossly negligent conduct. Any further liability is excluded.

6.2 Transfer of benefits and risks

The benefits and risks associated with the products shall be transferred to the customer upon delivery of the products to the customer or, if the Partner has taken out transport insurance, upon delivery of the Products to the external carrier. Any deviating agreements between the customer and the Partner are reserved.

7 Data protection

The customer consents to Alloga collecting, storing and processing data as part of its business activities. Data may be forwarded to the respective partner or to logistics and transport service providers inside and outside of the Galenica Group, but only to the extent necessary to provide the contractual services.

8 Health regulations

Certain products may only be delivered to customers who have a corresponding practice, operational, professional or other official licence. The authority to issue products and thus also the authorisation to purchase them are governed by national and cantonal regulations.

By placing an order, the customer confirms that it has the necessary licences. The relevant details are entered into Alloga's system upon commencement of the business relationships. The customer undertakes to inform Alloga without delay of any circumstance that affects its licence to practice, operate or purchase.

9 Place of jurisdiction and applicable law

The place of jurisdiction and applicable law shall be governed by the contract between the customer and the Partner. If no such agreement exists, the courts in Bern shall have exclusive jurisdiction for disputes arising from these GTC, whereby Swiss law shall also exclusively be applied (to the exclusion of the UN Convention on Contracts for the International Sale of Goods and international private law).