

## Clovis Oncology Switzerland GmbH - Order form

Valid from 01.07.2022

Alloga AG  
 Buchmattstrasse 10  
 3400 Burgdorf

Tel: 058 851 46 46  
 Fax: 058 851 46 12  
 Email : [bestellungen@alloga.ch](mailto:bestellungen@alloga.ch)

Order Details:

**Flat-rate freight costs of CHF 20 will be charged for each order**

Pharmacode	Description of item	FAP (CHF)	Quantity
7798926	RUBRACA Filmtabl 200 mg Ds 60 Stk	1977.85	
7798927	RUBRACA Filmtabl 250 mg Ds 60 Stk	2472.32	
7798928	RUBRACA Filmtabl 300 mg Ds 60 Stk	2966.78	

### Customer / Delivery Address

Company .....  
 Street .....  
 Postcode, Town/City .....

Invoice Address (if different from delivery address)

Company .....  
 Street .....  
 Postcode, Town/City .....

For complaints or returns, please contact Alloga Customer Services directly at [kundenservice@alloga.ch](mailto:kundenservice@alloga.ch) or via  
 Tel. +41 58 851 47 47.

For any medical related queries, please contact Clovis Oncology at [MedInfo.CH@clovisoncology.com](mailto:MedInfo.CH@clovisoncology.com) or via  
 Tel. +41 80 067 75 26

Place / date: .....

Signature .....

The order is subject to the terms of sale and delivery of Clovis Oncology Switzerland GmbH

# General Terms and Conditions (GTC)

Version dated 01 August 2021

of

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**Clovis Oncology Switzerland GmbH**  
Seefeldstrasse 69  
8008 Zürich

**(Clovis)**

## 1. General Provisions

- 1.1. The following General Terms and Conditions (the GTC) shall apply to all deliveries of products and ancillary services, including information, offers, consultations, which Clovis Oncology Switzerland GmbH (Clovis), with its registered office in Zurich, Switzerland, provides to its customers (the Customer(s)).
- 1.2. The Clovis GTC in their version published on Alloga website (<https://www.alloga.ch/en/customer-service/orders.php>) at the time of the conclusion of the contract shall apply, even if they are not transmitted to the Customer or attached to an order form in individual cases.
- 1.3. The entire business relationship relating to the sale of products shall be governed exclusively by these GTC. Any deviating, conflicting and/or supplementary terms and conditions of the Customer shall only apply if and to the extent that they have been expressly accepted in writing by Clovis.

## 2. Offer, Conclusion of Contract, and Orders

- 2.1. All offers of Clovis are always non-binding, unless the binding nature is expressly indicated in the offer.
- 2.2. A contract with Clovis shall only be concluded when Clovis has accepted the Customer's order in writing or per e-mail or dispatches the products.
- 2.3. In case of discrepancies between order and acceptance, Clovis' acceptance shall prevail, unless the Customer has immediately objected in writing.
- 2.4. At the Customer's request, Clovis may provide technical assistance, consultation and information with respect to the products, if and to the extent that such advice, assistance or information is conveniently available; it being expressly agreed, however, that Clovis is under no obligation to provide such technical assistance, consultation and/or information.

## 3. Prices and Payments

- 3.1. Unless otherwise agreed in writing, the prices stated by Clovis in the order confirmation or price list published on Spezialitätenliste (SL) (<http://www.xn--spezialittenliste-yqb.ch/>) at the time of the conclusion of the contract are applicable. In cases of a discrepancy between the order confirmation or the price list, the order confirmation shall prevail.
- 3.2. All prices are net prices in Swiss Francs (CHF) plus VAT at the statutory rate applicable at the time of invoicing. Except as otherwise agreed in writing, prices are exclusive of shipping and packaging costs.

3.3. Invoices shall be paid at the latest on the date of payment stated in the invoice without any deductions and free of charges.

3.4. If the Customer does not pay the amount in full within the payment date, the Customer shall be in default without formal reminder and Clovis shall be entitled to charge default interest at the rate of five percent (5 %) per annum from the date on which the default occurs. Furthermore, Clovis is entitled to retain all deliveries due to the Customer until all outstanding invoices have been settled, take further measures to prevent damages, demand collateral such as bank guarantees or debtor assignments, or terminate the contract. The Customer shall bear all costs incurred by Clovis as a result of the delay in payment, such as administrative and reminder fees, interest on arrears, and legal fees.

3.5. All bank charges shall be borne by the Customer.

3.6. Any set-off against a counterclaim may only be made if it has not been disputed by Clovis or if it has been established by a legally binding court decision.

## 4. Delivery, Shipping, and Transfer of Risk

4.1. Except as otherwise agreed in writing, delivery periods stated in order confirmations or other communication shall be deemed mere estimations. Compliance with an agreed delivery period or delivery schedule presupposes the fulfilment of the Customer's contractual obligations.

4.2. Unless otherwise agreed in writing, products are dispatched from Clovis' or Clovis' contractors' warehouse on the account of the Customer. The risk of accidental loss of the product to be delivered passes from Clovis to the Customer when the product is delivered at place (DAP Incoterms 2020).

4.3. Clovis has the right to make partial deliveries.

4.4. Clovis reserves the right to make a delivery conditional upon a down payment or advance payment.

## 5. Obligation to Inspect and Notification of Defects

5.1. The Customer is obliged to inspect the packaging and the products immediately after delivery and to report any damage immediately to the forwarding agent.

5.2. Obvious defects, including damage in transit, must be reported to Clovis in writing without delay, but in any case no later than five (5) days after receipt of the delivery. Failure to notify Clovis within such deadline shall be deemed a waiver of any warranty claims relating to obvious defects.

5.3. The Customer forfeits his warranty claims if he does not notify Clovis of a hidden defect in a product, stating the nature of the defect, within forty-eight (48) hours after the Customer has discovered it or should have discovered it.

5.4. Clovis shall have the right to inspect or have products claimed to be non-conforming inspected by a third-party laboratory. If the results of the analysis confirm the non-conformance of the product, the respective costs shall be borne by Clovis; if the analysis does not confirm non-conformance of the product, the costs for analysis shall be borne by the Customer.

## 6. Warranty for Clovis Products

- 6.1. The Customer's warranty claims shall be governed by the statutory provisions of Swiss law, unless the following provisions provide otherwise.
- 6.2. Claims of the Customer shall be excluded insofar as the delivered product deviates only insignificantly from the contractual specifications.
- 6.3. Clovis makes no representation as to and does not assume any warranty for the use of the products in pharmaceutical preparations, unless such use has been explicitly approved by Clovis. Any implied warranty for suitability for a particular purpose is excluded.
- 6.4. If and to the extent that a product exhibits a quality defect, the Customer shall primarily be entitled to a claim for subsequent performance by Clovis. Subsequent performance shall consist – at the discretion of Clovis – either in remedying the defect (rectification) or in a replacement.
- 6.5. The Customer may – at his option – either demand a reduction in the purchase price or withdraw from the contract if subsequent performance fails twice or is delayed for reasons for which Clovis is responsible. If Clovis refuses to carry out subsequent performance without justification, the Customer may assert his claim to a reduction of the purchase price or withdraw from the contract. The Customer may demand compensation for damages resulting from defective products exclusively on a subordinate basis, i.e. only after a final failure of the subsequent performance or after the express declaration of Clovis that subsequent performance will not take place, and only under the further conditions of Section 7 of GTC.
- 6.6. Irrespective of the reason for any return of products, any return must be coordinated with Clovis prior to return, and all products to be returned must include Clovis' approved product return authorization form. Clovis reserves the right to request a disposal instead of return. Title to the returned products shall retransfer to Clovis upon delivery of the products to Clovis' or Clovis' contractors' premises. The products shall be returned in their original packaging with the original labels affixed, and unaltered in form and content.
- 6.7. Warranty claims become time-barred twelve (12) months after delivery or upon expiry of the shelf life of the product concerned, whichever is earlier.

6.8. Clovis shall not be liable for damages resulting from and no warranty shall apply for (i) the non-observance of instructions for use, including, without limitation, conditions of use set forth in product information, product labels and product data, (ii) unsuitable or improper storage, (iii) incorrect or improper use of the products, (iv) faulty or negligent handling by the Customer, (v) non-achievement of a particular medical outcome, (vi) use of products beyond their shelf life or expiration date as set forth in the labelling, or (vii) damage caused by chemical, electrochemical, weather and other unforeseeable influences, unless the damages are predominantly attributable to the fault of Clovis.

## 7. Liability

- 7.1. Clovis will not be liable for any loss or damage, under any legal theory, arising out of or relating to the sales governed by these GTC, except to the extent a loss or damage is caused by Clovis' gross negligence or intentional misconduct.
- 7.2. Any further liability, both contractual and non-contractual, including claims for indirect, incidental, consequential or special damages or loss of profits shall be excluded to the extent permitted by law.

## 8. Indemnity

- 8.1. The Customer will indemnify Clovis and hold Clovis harmless from and against any third-party claim and ensuing liability, losses, damages, costs arising from or related to the Customer's (or Customer's officers', agents' or employees') (i) negligent breach of a third party's rights, (ii) breach of Section 9, (iii) breach of Section 10, or (iv) default.

## 9. Compliance

- 9.1. The Customer is obliged to comply with all instructions and operating procedures issued by Clovis for quality, health, safety or environmental reasons in connection with the products. In the cases deemed necessary by Clovis, Clovis shall in particular be entitled to issue instructions with immediate effect with regard to the products in the Customer's possession (i.e. return or lawful disposal).
- 9.2. The Customer shall not remove any reference to Clovis as the manufacturer of the product, other references and instructions for use or serial numbers.
- 9.3. The Customer shall comply with all applicable national and/or international laws, regulations, rules, and codes of conduct relating to medicinal products, including without limitation, anti-corruption provisions. Certain products may only be delivered to Customers authorized under the respective professional or product licensing and dispensing regime, including without limitation, the Swiss Federal Therapeutic Products Act, Medicinal Professions Act, and cantonal health legislation. Clovis reserves the right to demand proof that the Customer complies with the

applicable laws, including, without limitation applicable licensing, authorization or permit requirements; it being understood that the Customer remains solely responsible for such compliance. The Customer must promptly inform Clovis if a required permit, authorization or license expires or if the Customer no longer meets the requirements of the applicable laws for any other reason.

- 9.4. The Customer is obliged to inform Clovis immediately, but no later than within 24 hours, of any indication that a product is unsafe or of any incident involving a product which is or could be attributed to the product, its use or its improper labeling, or instructions for use, and:
- (a) could endanger or impair the health of patients or third parties; or
- (b) could indicate serious or previously unknown adverse effects and incidents or quality defects of the product;
- to the following address:
- +41 800677526
- MedInfo.CH@clovisoncology.com.
- 9.5. The Customer is obliged to investigate the incidents to the best of his ability and to provide Clovis with the information in writing. In the event of a recall, the Customer shall also be obliged to ensure traceability of the product at all times.
- 9.6. Besides complying with Section 9.4, the Customer shall comply with its statutory reporting obligations to the competent authorities for medicinal products.
- 9.7. The resale of packs supplied to clinics, medical practices and hospitals, including, but not limited to, the sale of parts of such packs, is not permitted. Clovis products are only intended for sale in Switzerland. Their importing to third countries may be prohibited due to medicinal product regimes or third-party intellectual property rights. Clovis accepts no liability on any legal ground arising from the breach of this Section 9.7 or exporting of the products outside of Switzerland and Liechtenstein.

## 10. Intellectual Property

- 10.1. Clovis reserves all intellectual proprietary rights in products and all proprietary rights, including without limitation, copyrights to all documents provided to the Customer, in particular, but not limited to, cost estimates and technical documents. Such documents may not be made available to third parties without the prior written consent of Clovis.
- 10.2. Any marketing or promotional material referring to Clovis, its affiliates, its products or its affiliate's products may not be made available without Clovis' or Clovis' affiliate's prior written consent.

## 11. Force Majeure

- 11.1. Any party shall be relieved from its obligations to the extent prevented from complying with the GTC due to a force majeure event, including, without limitation, natural disasters, acts of war, strikes, pandemics and all other major obstacles to production or distribution for which Clovis is not responsible.
- 11.2. If a party is prevented by force majeure from performing its obligations for more than two (2) months, the other party is entitled to terminate the contract governed by these GTC.

## 12. Miscellaneous

- 12.1. The Customer shall neither assign nor pledge any of his rights and obligations under a contract governed by these GTC to third parties without the prior written consent of Clovis.
- 12.2. Should individual provisions of these GTC be or become fully or partially ineffective, unenforceable or contain an unintended omission, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid or unenforceable provision or the unintended omission with a legally permissible provision achieving the same business purpose.
- 12.3. Any changes or modifications to these GTC, including to this Section 12.3, shall only be valid if made in writing.
- 12.4. These GTC constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the parties relating hereto.
- 12.5. Any notices required or permitted under these GTC shall be addressed by registered mail, international courier or e-mail with acknowledgement of receipt to the other party at its registered office or principal place of business or such other address as indicated by it in connection with this provision.

## 13. Place of Jurisdiction and Applicable Law

- 13.1. The exclusive place of jurisdiction for all disputes shall be Zurich, Switzerland. This shall also apply in the event that the Customer's domicile, seat or habitual residence is unknown, located abroad or relocated there. Clovis shall also be entitled to bring an action at the general place of jurisdiction of the Customer.
- 13.2. Swiss substantive law shall apply with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

01 August 2021