

# General Logistics Terms and Conditions

## 1 Area of Validity

The General Terms and Conditions govern the relationship between the contractual parties of Avosano Industrie Service AG (hereinafter referred to as Contractual Party) and Avosano Industrie Service AG (hereinafter referred to as AVOSANO) with its registered place of business in Romanshorn and branch office in Niederbipp.

They regulate the points, which were not regulated otherwise in individual contracts including annexes.

Upon conclusion of an agreement (e.g. transmission of an order), the Contractual Party accepts expressly the General Terms and Conditions of AVOSANO as part of the agreement.

## 2 Services

### 2.1 General Information

AVOSANO provides services in the segment pharma-logistics and services for the pharmaceutical industry in Switzerland on behalf to the Contractual Party.

### 2.2 Incoming Goods

Incoming goods are accepted during opening hours and receipt is only ensured upon advance notice including receipt of the shipment details. There is no acceptance right outside opening hours and without advance notice.

### 2.3 Transmission of Orders

The Contractual Party is responsible to transmit to AVOSANO its customers' orders together with the agreed order details. Any later changes must be specified in writing. AVOSANO does not assume any liability for incorrectly transmitted orders.

### 2.4 Stock Category

Any qualitative mutations in reference to changes in stock category must be transmitted electronically via IT interface or otherwise in writing in compliance with the GDP Guidelines (Guidelines of Good Distribution Practice). Any verbal or written instructions that are not in compliance with the form requirements (e.g. according to SOP) lead to an exclusion of liability.

### 2.5 Delivery Terms

Delivery date and time are specified by individual agreement.

If the delivery date and time is shortened for one particular order compared to the delivery term specified in the agreement, AVOSANO invoices a surcharge for expedited delivery.

### 2.6 Inventory

In order to secure its business activities, the contractual partner is entitled to take stock of its inventory. Inventory deadlines are to be arranged with AVOSANO. One annual stocktake based on the sequential test procedure is guaranteed at no cost during the week and during regular opening hours. If the contractual partner requests an additional stocktake as well as inventories at weekends, outside working hours or a different inventory method, this is by arrangement with AVOSANO possible and is subject to a charge.

### **3 Liability**

#### **3.1 General liability**

AVOSANO is only liable to the contractual partner for damages that AVOSANO causes due to gross negligence or premeditated action. All other liability is excluded.

AVOSANO also declines to assume liability for consequential damages and lost profits.

If transport subcontractors are used, AVOSANO assumes at the very most liability towards AVOSANO based on the GTC or the provisions of those transport subcontractors.

#### **3.2 Liability for Incorrect Deliveries**

Complaints about incorrect deliveries must be made within one working day. If the inventory review shows a difference, then the measure (forwarding, credit voucher, or similar) is taken that was specified in the instructions of the Contractual Party.

#### **3.3 Liability for Transport Damages**

Any visible transport damages must be marked immediately upon delivery on the bill of delivery. Otherwise, the review whether any claim exists will be denied.

Hidden damages must be reported together with picture documentation no later than 36 hours after delivery respectively according to the GTC of the respective transport subcontractor. If no complaint is made within this deadline, then the shipment is deemed to be accepted and the claim for damages becomes void.

The most AVOSANO shall be liable for are any transport damages based on the GTC or provisions of the transport subcontractors contracted for this order.

#### **3.4 Liability for late delivery**

AVOSANO shall not be liable for delays. The GTC or provisions of the transport subcontractor contracted for the order shall apply.

#### **3.5 Liability for temperature-controlled deliveries**

For the transport of products that require a temperature range of  $<-18^{\circ}\text{C}$ ,  $2^{\circ}$  to  $8^{\circ}\text{C}$ , or  $15^{\circ}$  to  $25^{\circ}\text{C}$ , AVOSANO will use validated transport systems with active or passive temperature control depending on needs. Liability for any temperature deviations is excluded. Furthermore, AVOSANO assumes liability at the very most for the GTC or provisions of the transport subcontractor being used for the order.

#### **3.6 Liability for deliveries in validated transport boxes**

For the transport of packages with products that require a temperature range of  $<-18^{\circ}$ , or  $2^{\circ}$  to  $8^{\circ}\text{C}$ , AVOSANO will use validated transport boxes. Liability for any temperature deviations is excluded.

#### **3.7 Liability for courier deliveries**

AVOSANO also uses courier services when needed. An internal courier service and other external courier services are available (including taxis).

For deliveries with internal or external courier services, AVOSANO assumes liability to the contractual partner based on point 3.1 (General liability) and point 3.6 (Liability for deliveries in validated transport boxes) of these GTC. For external courier services, AVOSANO assumes liability according to the GTC or provisions of the courier service used for the order.

## **4 Invoice and Payment**

### **4.1 Invoicing**

Justified complaints about the invoice must be reported within 5 days from receipt of the invoice. If this is not done, then the invoice is deemed to be accepted.

### **4.2 Payment Terms**

Payments must be made within 10 days after the end of the invoice month. After this deadline, the debtor will be in default without further notification.

### **4.3 Dunning Letters/Late Fees**

Two dunning letters will be sent. If payment is not received within 10 days (based on the dunning date) following the first dunning letter, then a late fee of 5% annually is charged until the date the payment is received. After the grace period granted by the second dunning letter passed unsuccessfully, AVOSANO reserves the right to take legal action.

## **5 Permits**

### **5.1 Permits, for which AVOSANO is responsible**

AVOSANO is responsible for permits required to perform its services.

### **5.2 Permits, for which the Contractual Party is responsible**

The Contractual Party is responsible for its own permits.

Furthermore, the Contractual Party ensures that its products are only delivered to customers, who have the required permits. AVOSANO shall not be liable for the consequences of missing or no longer available permits.

The Contractual Party shall notify AVOSANO of any products that fall under the Ordinances on Hazardous Substances or Dangerous Goods, and shall provide AVOSANO with instructions on the storage and transport of these products.

## **6 Audits**

In order to protect its business activity, the Contractual Party is entitled to audit AVOSANO. Audit dates must be scheduled together with AVOSANO.

One free audit is granted annually during regular opening hours. If the Contractual Party requires additional audits or audits outside the regular opening hours, then these will be invoiced after the date is scheduled.

## **7 Miscellaneous**

### **7.1 Privacy Policy**

Without notification to the contrary, AVOSANO shall be entitled to collect, store, process data of the Contractual Party and its customer and to provide this information to qualified suppliers (e. g. freight forwarders).

Moreover, AVOSANO is authorized to use the original logos of the Contractual Party for business purposes.

### **7.2 Outsourcing**

AVOSANO is authorized to outsource its services to subcontractors, who are qualified in accordance with AVOSANO SOPs.

### **7.3 Changes to the General Terms and Conditions**

AVOSANO reserves the right to change its General Terms and Conditions at any time.

### **7.4 Jurisdiction**

Jurisdiction shall be Romanshorn, Switzerland. Romanshorn, Switzerland shall be the place for the collection of customers debts, which are located abroad. At the same time, Romanshorn, Switzerland shall have exclusive jurisdiction for all court proceedings.

### **7.5 Applicable Law**

Moreover, only Swiss law shall apply to the contractual relationship.

### **7.6 Original text**

The General Terms and Conditions are written in German and English.

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