

# **General Terms of Business of Ursapharm GmbH**



## **1. Scope**

### **1.1. General**

These General Terms of Business (henceforth "GTBs") regulate the contractual relationship between Ursapharm GmbH (henceforth "Ursapharm") and its customers / contractual partners (henceforth "contractual partner"). By entering into a contract (e.g. by submitting an order), the contractual partner accepts these GTBs in whole and without limitation as the basis of the legal relationship between Ursapharm and the contractual partner, insofar as no special agreements have been made.

### **1.2. Exclusion**

The general purchasing conditions of the contractual partner do not apply to the sales of Ursapharm, even if the contractual partner states their intention to submit an order only in accordance with those conditions. The terms of business of the contractual partner, in any form whatsoever (in particular delivery conditions and contractual provisions), which contradict these GTBs, are completely inapplicable, irrespective of whether, when and in what manner such terms were disclosed to Ursapharm.

### **1.3. Amendments and supplements**

Amendments and supplements to these GTBs must be made in writing.

### **1.4. Contractual component**

By entering into a contract, the contractual partner exclusively accepts the GTBs of Ursapharm as an integral contractual component.

### **1.5. Severability clause**

Should individual provisions of these GTBs prove to be invalid, ineffective or unenforceable, this shall not thereby affect the validity, effectiveness and enforceability of the remaining provisions of the GTBs. The invalid, ineffective or unenforceable provision shall be replaced by an effective provision that comes as close as possible to the original economic intention and shall be deemed as agreed from the beginning.

## **2. Delivery conditions**

### **2.1. Shipping costs from Voigt Industrie Service AG**

Direct deliveries to service providers (hospitals, doctors, etc.) are made with a delivery cost surcharge in the amount of CHF 35.00 per delivery. In addition, a small quantity surcharge of CHF 50.00 shall be charged for a net order value of up to CHF 500.00. In the case of express and cash-on-delivery consignments as well as special transport or service requirements, an additional CHF 50.00 shall be charged. Courier costs (provision on the same day by taxi) shall be charged according to cost (depending on the location, costs between CHF 300-600 are incurred). This provision applies to all types of customers.

Deliveries to wholesalers are made without a delivery cost surcharge. A small quantity surcharge of CHF 50.00 shall be charged for a net order value of up to CHF 500.00. In the case of express and cash-on-delivery consignments as well as special transport or service requirements, the postage or freight difference and additional expense may be charged.

### **2.2. Complete and partial deliveries**

Unless otherwise stated on the order, Ursapharm reserves the right to carry out complete or partial deliveries at its discretion. No subsequent deliveries shall be made.

### **2.3. Delivery periods**

Where Ursapharm states a delivery period, this shall be non-binding. Unless otherwise agreed and

provided the products are available, deliveries shall be made as follows as a rule: if an order does not reach a truck volume in quantity, the order shall be delivered on the following day, provided it is placed before the order deadline. If an order does reach a truck volume in quantity, it shall generally be delivered on the third/fourth day after receipt of the order.

#### 2.4. Express deliveries

If the contractual partner requests an express delivery, they shall be charged the costs incurred in the amount of CHF 50.00. This is subject to the requirement that receipt of the delivery is guaranteed between 7 am and 9 am. The contractual partner must also assume the costs if they miss the delivery at the required time.

#### 2.5. Inspection for defects

The contractual partner must inspect delivered products and/or services for their completeness and for any defects promptly upon their receipt. Complaints must be submitted in writing within five days of receipt of the delivery or provision of the service. Otherwise, the contractual partner shall be deemed as having accepted that the delivery or the service was provided in accordance with the contract and that the products and/or services were in a defect-free condition at the time of receipt.

#### 2.6. Reservation of ownership

The delivered products remain the property of Ursapharm until payment in full. Ursapharm is permitted to have its reservation of ownership entered in the responsible title retention register.

### **3. Complaints and returns**

#### 3.1. Complaints

Complaints refer to notifications of defective deliveries (incorrect quantity, incorrect item, damages, etc.).

#### 3.2. Deadline for complaints

Complaints must be received by Ursapharm within five days of receipt of the delivery.

#### 3.3. General rules for complaints

The following information must be enclosed with each complaint:

- Delivery note number
- Item number and item designation
- Quantity
- Reason for complaint

#### 3.4. Rules for complaints

Deliveries subject to complaints shall be replaced, where possible. Ursapharm reserves the right to only replace the portion of the goods that was subject to the complaint. Moreover, Ursapharm expressly reserves the right to reduction. The reduction typically occurs in the form of a replacement in goods for a next order. The contractual partner has no right to cash payment.

#### 3.5. Rules for goods subject to complaint:

A complaint shall be processed by Ursapharm within five days; a return consignment explicitly requires the consent of Ursapharm. Unilateral return consignments shall not be accepted and may preclude a possible compensation.

If a return consignment is to be sent to Ursapharm, the consignment must contain the following information:

- Delivery note number
- Item number and item designation
- Quantity
- Reason for complaint
- Confirmation from the qualified person that the returned good was stored properly
- Date and signature (not required for confirmation via email)

In the case of medicinal products, a written confirmation from the qualified management that the medicinal products were always stored at a temperature between 15°C and 25°C is required.

#### **4. Sample provisions for medicinal products**

##### 4.1. Principle

A written request from the doctor must always be provided (cf. Article 10 (1) of the Swiss Medicinal Products Advertising Ordinance (Arzneimittel-Werbeverordnung, AWV)). If the written request was provided prior to the pharmaceutical representative's visit to the doctor, this representative may act as conveyor.

##### 4.2. Necessary disclosures

The specific disclosures regarding the medicinal product (preparation name, dosage and pharmaceutical form) and the number of desired samples must be stated on the written request of the doctor.

##### 4.3. Purpose

The purpose of the written request is that the requesting specialist specifically announces their interest in becoming familiar with a certain preparation in this manner. This can only occur if the written request is made individually. However, the Swiss Medicinal Products Advertising Ordinance does not define the delivery mode of such requests. Provided that the request is made individually and can be classified as such, a request for sample packages is also possible via email and without a handwritten signature.

#### **5. Order and price system**

##### 5.1. Order acceptance by Ursapharm

Contractual partners can submit orders to Ursapharm in writing, by fax or via email.

##### 5.2. Order acceptance by Voigt Industrie Service AG

Order acceptance by Voigt Industrie Service AG requires the opening of a customer account with Voigt Industrie Service AG. Opening an account with Voigt Industrie Service AG is only possible from an order volume of at least CHF 10,000.00 per calendar year. Order acceptance is determined according to the pertinent conditions of Voigt Industrie Service AG (in particular the general terms of business of Voigt Industrie Service AG).

##### 5.3. Pricing

Invoicing applies the current prices at the time of the order. However, the current prices may be queried at any time from Ursapharm. Published prices (on the Internet, in brochures, etc.) are for information purposes only and do not constitute a binding offer.

#### **6. Method of payment**

##### 6.1. Payment term

The purchase price must be paid by the contractual partner within 30 days of the invoice date. Only the receipt of the full invoice amount at Ursapharm shall be considered legally valid payment. This also applies in the case of counterclaims (e.g. for asserted defects). The contractual partner waives any right to retain the purchase price even just temporarily or to set off with their own claim against Ursapharm.

#### 6.2. Default in payment

Following expiry of the payment term, the contractual partner shall be automatically deemed to have entered default without the need for a warning or the setting of a subsequent grace period. Moreover, in the event of default in payment on the part of the contractual partner, Ursapharm may suspend even confirmed deliveries to the contractual partner and reject further orders.

#### 6.3. Set-off option

Ursapharm is entitled to set off claims on the part of Ursapharm with respect to the contractual partner against the balance or counterclaims of the contractual partner without further agreement.

#### 6.4. Objections to invoicing

Insofar as the contractual partner has not raised any written and justified objections within ten workdays of receipt of the invoice, the invoice shall be deemed as accepted. If an objection is only raised against a partial amount of the invoice, Ursapharm may demand the punctual payment of the part of the invoice not subject to the objection and take corresponding measures in the event of default in payment.

#### 6.5. Advance payment

Ursapharm is entitled to make delivery dependent on an advance payment in certain cases.

### **7. Liability and transfer of risk**

#### 7.1. Liability

Ursapharm shall only be liable for defects exclusively in accordance with Section 3 of these GTBs. Any further or deviating liability is excluded. Ursapharm shall only be liable for damages that were incurred to the contractual partner through wilful or grossly negligent conduct. Any further liability is excluded. Liability for indirect damages, consequential damages, incidental damages or loss of earnings is excluded.

#### 7.2. Transfer of risk

Should Ursapharm deliver the products or services with its own delivery service or with an external transport company, the risk shall be transferred at the moment of handover to the contractual partner. Should the delivery be executed by the post office or transport service provider (truck), the risk shall be transferred to the contractual partner upon handover to the post office or the transport service provider (truck).

### **8. Data protection**

#### 8.1. Data processing

The contractual partner agrees and confirms that Ursapharm is permitted to collect, store and process data of the contractual partner for the execution of the contract, for ensuring correct execution, for its own marketing purposes and for the purpose of market research.

#### 8.2. Disclosure of data to third parties

Ursapharm may disclose data to third parties if this is necessary for the execution of the purposes specified in 8.1. Moreover, Ursapharm shall not disclose any confidential customer information without the express consent of the contractual partner, unless the disclosure to a third party, an authority or a court is prescribed by law or an official order.

### **9. Amendments to the General Terms of Business**

Ursapharm reserves the right to amend these GTBs at any time. The current version at the time of conclusion of the contract shall be decisive for each order. The electronic version of these GTBs shall constitute the only valid version. Printouts are for information purposes only. The current status of printouts must be checked by the user. The current version can be accessed at [www.Ursapharm.ch](http://www.Ursapharm.ch) at any time.

### **10. Applicable law and jurisdiction**

Swiss law – with the exclusion of conflict of laws and international agreements such as the UN Convention on the Internal Sale of Goods (UN Sales Convention) – applies exclusively to the legal relations between Ursapharm and its contractual partner. Competence shall lie with the ordinary courts at the registered address of Ursapharm. Ursapharm expressly reserves the right also to take legal action at any other competent court.

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