

valid from 1 January 2023

General Terms and Conditions of Purchase (GTCP) of Galexis AG

Index

1	Scope	2
2	Galexis AG services	2
3	Galexis AG obligations	2
4	Supplier offers and quotations	2
5	Supplier master data	2
6	Supplier's duty to inform	2
7	Suitability for sale and retail conformity	2 - 3
8	Products/range	3
9	Prices	3 - 4
10	Goods ordering/planning	4
11	Delivery methods	4 - 6
12	Goods acceptance and checks	6
13	Quality management and quality assurance	6 - 7
14	Goods returns	7
15	Place of fulfilment	7
16	Invoicing	7
17	Confidentiality and data protection	7
18	Insurance	7
19	Incoterms	7
20	Transfer of ownership and risk	7
21	Liability of Galexis AG	8
22	Warranty for technical devices	8
23	After-sales services	8
24	Statistics	8
25	Validity	8
26	Obligations at end of agreement	8
27	Supplier's GTCs	8
28	Force majeure	8
29	Severability clause	8
30	Other provisions	8
31	Applicable law and place of jurisdiction	8
32	Code of conduct for suppliers	9
33	Appendices/forms	9

1 Scope

The General Terms and Conditions of Purchase below apply to the business relationship between Galexis AG (hereinafter referred to as Galexis) and its suppliers and logistics partners. By entering into an agreement or accepting an order, the supplier explicitly agrees that these General Terms and Conditions of Purchase will form a binding part of the contract.

These General Terms and Conditions of Purchase apply to all purchase transactions enacted by Galexis unless Galexis accepts other terms explicitly and in writing.

These terms and conditions of delivery apply to the legal and logistical delivery frameworks and the procurement process that takes place between the supplier and Galexis.

2 Galexis AG services

Galexis AG guarantees on-time delivery of a full range of products to its customers in the health sector. In order to provide this service, Galexis relies on the supplier's ability to deliver.

3 Galexis AG obligations

Galexis supplies its customers with products that they are authorised to purchase.

Drugs, including controlled substances (narcotics), are only delivered to customers who hold the appropriate official licences. Details of supplier restrictions (e.g. cosmetics for salon use) must be provided in writing and kept up to date by the supplier.

Galexis adheres to the latest GDP (Good Distribution Practice) guidelines applicable in Switzerland.

4 Supplier offers and quotations

Offers and quotations must be submitted to Galexis in writing by fax or email and must be binding for at least 60 calendar days after receipt by Galexis. The supplier must explicitly indicate the duration of the binding period if shorter than 60 days. Galexis must confirm acceptance of this shorter period in writing, by fax or email.

5 Supplier master data

In order to conduct its business activities and ensure the smooth movement of goods, Galexis must be provided with the legal information listed in clause 7 and all supplier master data.

6 Supplier's duty to inform

The supplier undertakes to provide Galexis – on its own initiative and either prior to or on delivery – with all of the data and information required for Galexis to conduct its business activities in compliance with all applicable laws, regulations and standards.

This includes information on the laws, regulations and/or standards that apply to the goods and the data required as a result.

Technical devices must also be accompanied by instructions for use and warranty certificates, as well as a layout

plan in the various applicable languages in accordance with legal requirements.

The supplier is liable for direct and indirect damage incurred by Galexis or third parties as a result of any failure to comply with the above provisions.

7 Suitability for sale and retail conformity

7.1 Drug suppliers (pharmaceuticals)

Drug suppliers must hold a licence to manufacture and/or import and sell drugs, as well as an operating licence for handling controlled substances (narcotics) if applicable. The supplier must provide Galexis with copies of the relevant Swissmedic licences. Any changes to licences must be reported to Galexis automatically and without delay. Galexis reserves the right to demand a copy of any relevant licence at any time.

The valid Swissmedic licences and GDP certificates currently held by Galexis can be viewed at any time at www.galexis.com.

All drugs delivered to Galexis must be covered by an appropriate Swissmedic licence and be approved for the market at the time of delivery.

7.2 Non-drug suppliers (non-pharmaceuticals)

If the supplier has not signed the "Supplier declaration on conformity for goods marketed in Switzerland" form, the conditions below apply:

The supplier of non-drug products confirms that the products delivered to Galexis are in a retail-compliant, saleable condition in accordance with Swiss law (including, in particular, all regulations, standards, guidelines etc.). The supplier declares that it holds all of the required licences and/or approvals for the products supplied and, where necessary, that these approvals are indicated on the products themselves. This also includes providing any required safety warning information and details of the required approvals on the products or their packaging (for packaged goods). The supplier also holds a licence to sell the supplied products in Switzerland, if it is requested by law. For products that are subject to safety data sheet requirements, copies of the safety data sheets must be provided to HCI Solutions AG in electronic format before the first delivery. Any changes to the safety data sheets must be reported to HCI Solutions AG without delay.

For medical devices, the valid (EU-) Declaration of Conformity (DoC) must be submitted to HCI Solutions. If a valid Declaration of Conformity is not provided to HCI, or if other legal or regulatory requirements are not met, Galexis reserves the right to immediately remove the affected medical devices from its product listings.

For medical devices of any category, a copy of the current valid (EU-) Declaration of Conformity must be provided to HCI Solutions AG in electronic format before the first delivery. Any changes to the (EU-) Declaration of Conformity must be reported to HCI Solutions AG without delay.

The supplier undertakes to implement and maintain an effective quality system. Within the framework of this quality assurance system, the goods supplied to Galexis will be checked by the supplier or on its behalf before dispatch. The quality assurance system includes the performance of internal audits and the implementation of any corrective measures resulting from these audits.

If Galexis is legally prosecuted by a third party or suffers direct or indirect damage as a result of a failure to fulfil the obligations above, the supplier will be held liable for the full amount of the damage. Furthermore, the supplier confirms that it has taken out business insurance with an appropriate level of cover for its activities. Galexis AG will be indemnified against any claims.

8 Products/range

8.1 Product life cycle management

Referencing in the Galexis range is based, among other things, on market requirements and economic criteria; see also clause 8.2 below.

8.2 New additions to warehouse/non-stock range

Galexis is solely responsible for deciding to add a product to its range (warehouse or non-stock range) or to remove a product from its range if there is a lack of demand.

For new products, Galexis reserves the right to charge referencing and site fees.

8.3 Product master data

The supplier will automatically provide Galexis with wholesaler-specific master data 4 weeks before the first order of the goods and prior to any changes (e.g. new articles, follow-up articles) taking effect. If the supplier fails to comply with this requirement in good time, Galexis cannot guarantee that the master data will be implemented. In case of great urgency which does not lie within this period, Galexis reserves the right to charge the supplier for any expenses incurred.

There are three main situations in which the master data may be modified:

- Referencing in warehouse or non-stock range: The master data must be submitted using the "New products" form.
- Modification in range: The goods are in the Galexis warehouse or non-stock range and are modified.
- Removal from range: The goods are removed from the Galexis warehouse or non-stock range. In the event of modifications or removal from the range, the supplier must provide the following information in writing: Pharma-code, item designation, reason for modification, date on which the modification takes effect. Amendments to the master data, range list reports and price changes must be provided in a workable format (.xlsx, .docx, .csv, .txt). Depending on the type of product, specific or additional master data may be required. This will be defined by mutual agreement between Galexis and the supplier.

8.4 Minimum sales volumes for new products

For new products, Galexis and the supplier will mutually agree on a minimum sales target. If this target is not met within six months of the first delivery, the remaining stock will be returned to the supplier and the supplier will refund the cost of this stock in full. The minimum sales targets will be set out in writing in the Galexis new products application form.

8.5 Products discontinued by the supplier

The supplier undertakes to inform Galexis immediately if it becomes aware that a range or product is being discontinued.

If a product is discontinued, the supplier must accept the return of all remaining stock or liquidate this stock at its own cost.

8.6 Product/batch recalls and safety measures in the event of product defects (FSCA)

The supplier will reimburse the full purchase price paid by Galexis for any items that are recalled by the supplier. This reimbursement requirement covers all stock held by Galexis as well as customer returns.

Galexis reserves the right to charge the supplier for any costs incurred in connection with product and batch recalls and any safety measures required in the event of product defects (e.g. FSCA for medical devices)

8.7 Expiry dates

The supplier explicitly assures Galexis that the goods it supplies are suitable for sale.

The expiry date of the delivery of goods at Galexis must be no sooner than the date indicated on the Galexis order.

At the time of delivery, the product must still have at least two thirds of its overall shelf life remaining. If the supplier cannot adhere to the defined shelf life requirements due to product availability or for other reasons, the supplier must contact Galexis prior to the planned delivery of the goods. Galexis will make the final decision as to whether to accept or reject the goods.

9 Prices

9.1 Free pricing

Galexis determines the prices it charges its customers based on the principle of free pricing.

9.2 Price increases/reductions

The supplier must inform Galexis of any changes to the Galexis ex-factory prices (increases and reductions) in writing, at least four weeks before the new price becomes effective.

If the Swiss Federal Office of Public Health changes a price at short notice, the supplier must immediately inform Galexis of the upcoming change. In case of a change, a notification by the supplier is mandatory. Other sources are not permissible.

9.3 Modification of customer-specific conditions (KUKO®)

The supplier must submit new customer-specific conditions to Galexis AG in writing using the request form "Condition drafting request to Galexis AG" at least four weeks before they take effect, in the format specified by Galexis.

Modifications to existing customer-specific conditions must be submitted to Galexis in writing at least four weeks before they take effect.

Each month, Galexis provides its suppliers with a standard analysis of sales made within the framework of KUKO®.

The KUKO® terms and conditions of business are integrated into the request form "KUKO® drafting request to Galexis AG".

10 Goods ordering/planning

10.1 Orders

Galexis orders are based on the prices and conditions negotiated with the supplier in advance.

10.2 Order confirmation

The supplier sends the responsible dispatcher of Galexis AG an order confirmation including the delivery date, in a timely manner prior to delivery. Quantity deviations items that cannot be delivered must be clearly visible. By accepting our order, the supplier acknowledges the "General Terms and Conditions of Purchase of Galexis AG". Other terms and conditions are considered valid only if they have been explicitly accepted by Galexis in writing.

10.3 Delivery times

The agreed delivery times are binding and must be complied with. In the event of issues with delivery, delays and/or an inability to deliver, the supplier must inform the planning department at Galexis without delay, stating the reasons for and the expected duration of the delay. Alternatively a weekly out-of-stock list directly to the disposition department. The supplier is required to take all of the necessary steps, at its own cost, to prevent or counteract any delay in delivery.

Any damages and additional costs incurred by Galexis (e.g. additional transport costs, storage costs etc.) may also be charged to the supplier.

For all deliveries, the supplier must advise the recipient/unloading point of the agreed delivery date and time within the agreed delivery time frame and co-ordinate the delivery date and time with the recipient/unloading point by EDI, fax, telephone or email.

10.4 Availability

In the event of a goods shortage, the supplier must allocate a share of the available products to Galexis that is adequate for its market share and proactively informs the disposition.

10.5 Order cancellation

If a fixed date is agreed for delivery and the supplier fails to deliver on this date, Galexis reserves the right to cancel the order. In the event of order cancellation, if the supplier fails

to fulfil its obligations after being granted one final opportunity to do so, it will immediately refund all prepayments and partial payments made.

11 Delivery methods

11.1 Goods received without order (unexpected delivery – UD)

Galexis will only accept goods that it has ordered from the supplier of those goods.

This relates to goods that do not have an order number at the time of delivery. The source of the goods must be known, e.g. indicated in the delivery documents accompanying the goods. Master data of new articles must be reported according to Product master data (8.3).

11.2 Non-standard delivery with order (expected delivery)

Non-standard deliveries of > 20 pallets (which are not standard orders) may only be delivered following consultation with the planning department.

11.3 Delivery times and locations (addresses)

Galexis only accepts carriage paid deliveries. Other delivery methods (such as ex-works) must be agreed with Galexis in writing in advance.

Goods are generally delivered from Monday to Friday, 06.00 – 14.00. Details are provided in the "Contact information for distribution centres and delivery methods" form. If the supplier cannot deliver by the agreed delivery time, the supplier or driver must contact the nominated contact person.

11.4 Packaging

The packaging unit is comprised of one or multiple sales units and refers to the repackaging that the retail sector can order from industry ("box", "package"). The packaging unit must be designed to withstand goods handling and be suitable for stacking on pallets; it must also protect the goods against damage. Galexis places high value on the use of environmentally friendly packaging materials. All Galexis specifications and requirements in this regard must be complied with.

If a packaging unit is comprised of multiple sales units, the total weight must not exceed 15 kg. The packaging unit must be clearly labelled (item designation, contents, weight etc.).

Galexis expects products with different batch numbers and expiry dates to be delivered in separate containers and clearly labelled. Consult the information sheet "Batches and expiry dates in drug deliveries" for further information.

Class A and D narcotics and refrigerated products must always be delivered in separate containers.

The order batch size (the Galexis order unit in the item master) may be comprised of one or more sales units or one or more packaging units. It may also be comprised of one or more pallet layers or entire pallets.

The order batch size, and any changes to the order batch size, must be arranged by mutual agreement.

11.5 Delivery on pallets

Delivery slips must be collated and affixed in a visible position on the front or top of the pallets. The number of pallets/containers must be specified on the delivery slip. Pallets holding one item type only must not exceed 120 cm in height; mixed pallets must not exceed a height of 180 cm. To prevent damage, goods must not protrude over the edges of the pallets. The pallet must also be packed to ensure stability (heavy items at the bottom, light items on top). Single-unit boxes must be labelled accordingly and delivered collated on a single pallet. Where deliveries are made using wooden pallets, the supplier undertakes to exclusively use TBP- and TBA-free pallets in accordance with EU directives 94/62/EC and 2004/12/EC. Pallets must not be treated with methyl bromide (MB). The moisture content of the wood must not exceed 22% of its dry weight. Ideally, the supplier should use heat-treated pallets in accordance with ISPM Standard 15.

The quality of the pallets and load securing equipment must be appropriate for use with automatic conveying and storage systems. To ensure load stability, the load must be secured to the pallet. Plastic/fabric straps or shrink/stretch film must be used for this purpose. The packaging must not incur any damage.

11.6 Delivery of refrigerated goods

Refrigerated goods (products that must be stored at 2–8°C) must be delivered in an appropriately (active or passively temperature-controlled transport) refrigerated condition. Refrigerated goods must always be clearly labelled as such. Temperature checks may be conducted on receipt of the goods.

11.7 Delivery of displays

Displays must be packed in a way that enables them to be loaded and unloaded multiple times. All Galexis specifications and requirements in this regard must be complied with. The requirements are set out in the "Display specifications" form.

11.8 Labelling goods for resale and non-stock items

Each sales unit must be identifiable using its GTIN (Global Trade Item Number as per the GS1 Standard) in accordance with the requirements of GS1 Switzerland, which is based on the international GS1 Standard.

Sales units may only be identified using an EAN.UCC barcode (EAN-13, EAN-8, UPC-A, UPC-E), an ITF-14 barcode or a data matrix code.

Details can be found on the Galexis website and the GS1 Switzerland website (www.gs1.ch).

The packaging unit must also include the expiry/best before date, the batch identifier and any applicable hazard warnings.

The GS1-128 barcode has the advantage of being able to incorporate information such as the expiry/best before date and batch identifier into the barcode itself.

Sales units with purchaser items must be identified using an EAN-13 barcode. Labels must be clearly legible and include the EAN code 13/128. Deliveries ordered by Galexis as

"non-stock items" must be delivered by the supplier in specially labelled transport units with "Non-stock item" stickers. On mixed pallets, non-stock items must be placed on top of the pallet. Package labels can be ordered from the Galexis customer service team. The requirements are set out in the "Labelling of non-stock items" form.

11.9 Outgoing checks by manufacturer/supplier

The supplier undertakes to check the goods prior to dispatch to ensure, among other things, that the quality of the goods and the quantity being delivered matches the order. Only goods that have passed outgoing checks may be delivered to Galexis.

11.10 Customs clearance

Suppliers from abroad unequivocally guarantee that they are fully compliant with all applicable export laws and regulations. In particular, this means that the supplier holds all of the necessary permits and/or licences to export the goods delivered to Galexis.

The supplier also unequivocally guarantees that it will indemnify Galexis against and accept all liability for any costs arising in conjunction with the export or import of the goods into Switzerland (see also clause 19).

This does not affect the right of Galexis to make further claims against the supplier or third parties engaged by the supplier.

11.11 Transport and transport insurance

The supplier guarantees that the goods, in particular drugs, will be transported appropriately and in compliance with all transport regulations (regulations on Good Distribution Practice (GDP) in accordance with the Swiss Medicinal Products Licensing Ordinance (AMBV)), including, in particular, in temperature-controlled transport. Galexis reserves the right to reject goods that have not been transported in compliance with these regulations.

The supplier bears the risk during transport and accepts liability for transport damage from dispatch until the Galexis checks performed on receipt of the goods, unless otherwise agreed between the parties.

Drugs are subject to the GDP guidelines and must not be delivered using curtain-side trucks. Galexis reserves the right to conduct random checks of vehicle temperatures.

11.12 Delivery documentation

All deliveries/shipments must be accompanied by a delivery slip. Only deliveries accompanied by legible documents will be accepted. Delivery slips must be collated and affixed in a visible position on the front or top of the pallets. The number of pallets/containers must be specified on the delivery slip.

The supplier must include the following information on the delivery slip:

- Galexis order number
(transport slip and on the pallet)
- Supplier delivery slip number

- Delivery date
- GTIN (EAN code) of the item, the item designation, packaging unit
- Number of units per item reference (quantity per item)
- Batch number (medicinal product)
- Expiry date (medicinal product)
- Delivery address of the Galexis site
- Galexis item number

Invoices must be sent to the address indicated in clause 16.2 "Invoicing incl. addresses" and not included with the delivery.

11.13 Subsequent/partial deliveries

The process for subsequent and partial deliveries (backlog yes/no) must be agreed with the purchasing department at Galexis in writing. In the event of subsequent or partial deliveries, the supplier will provide a binding new delivery date which can be communicated.

The supplier will notify the Galexis planning department of any subsequent and partial deliveries. Subsequent deliveries will be invoiced separately and delivered under the original order number.

11.14 Goods status "Unavailable from supplier"

Open order items must be discussed with the Galexis planning department. In the case of open orders, the supplier will provide a binding delivery date which can be communicated. The supplier is also obliged to actively notify the Galexis disposition as soon as the article is available again and can be ordered.

12 Goods acceptance and checks

12.1 Ramp process

During goods acceptance, Galexis will check the number of pallets and the delivery papers and provide preliminary confirmation that the delivery is correct (by stamping and signing the transport/freight slip).

12.2 Incoming goods checks

During the incoming goods checks, Galexis will conduct detailed checks on the goods received. Galexis only considers the order fulfilled to its satisfaction following the successful completion of these incoming goods checks.

If the delivery does not satisfy the specifications, Galexis will contact the supplier of the goods directly to inform the supplier of the issues. In the event of repeated issues and after multiple instances of contact with the supplier, Galexis reserves the right to reject the goods.

13 Quality management and quality assurance

13.1 Quality system

The supplier guarantees that the supplied goods or services are of high quality and that they possess the advertised characteristics and functions. Galexis requires the supplier to comply with all applicable regulations relating to quality and the declaration of the goods. The supplier is required to independently familiarise itself with all applicable guidelines and limit values and ensure that these are followed and

complied with in accordance with its legal obligations. In addition to the other applicable regulations this includes, among other things, the list of the substances of very high concern relevant for approval as defined in Article 59 of the REACH Regulation (EU candidate list: <https://echa.europa.eu/en/candidate-list-table>). The manufacturer or the supplier who places the product on the market in Switzerland is exclusively responsible for fulfilling the legal requirements concerning the suitability for sale. If a marketing ban is announced, the manufacturer/supplier must immediately issue appropriate instructions to ensure that Galexis can no longer place any goods with substances of very high concern on the market on the cut-off date. This takes place either by ensuring that these goods are no longer delivered or that existing goods in the Galexis warehouse are quarantined and subsequently returned. The procedures specified in the enclosed checklists ("Checklist for products with substances of very high concern" and "Checklist of substances of very high concern").

13.2 Supplier's duty to inform

The supplier must immediately inform Galexis of any defects that could affect consumer health as soon as it becomes aware of such defects (by telephone or email); this must then be followed up with a written notification. The relevant statutory provisions apply to products that are subject to the Swiss Therapeutic Products Act, the Swiss Narcotics Act and other legal provisions. As defined in Art. 33 of REACH Regulation (EC) No. 1907/2006, for products with substances of very high concern, the supplier has a duty to inform, which must be met by reporting to the Galexis "Purchasing" department. If there is the possibility that products with substances of very high concern are present in the Galexis warehouse or on the market, this must immediately be appropriately communicated in order to define the next steps.

13.3. Liability

The liability for placing non-compliant goods on the market also lies with the manufacturer/supplier. If authorities or private third parties take legal action against Galexis due to the non-fulfilment of the aforementioned points or a direct loss occurs, Galexis is entitled to demand the full reimbursement of the resulting loss from the manufacturer/supplier. The supplier also guarantees that the supplied goods are not subject to any third-party rights.

13.4 Defects

Products that are found to be defective following sale will be returned to Galexis by the customer. The customer will receive a refund from Galexis. See also clause 8.6 "Product/batch recalls".

13.5 Complaints and deadlines

Supplier complaint periods shorter than 10 working days are not accepted by Galexis and do not apply to this agreement.

13.6 Defective goods

The supplier will immediately replace defective goods free of charge.

14 Goods returns

Standard customer returns that cannot be resold will be destroyed or returned to the supplier, as agreed with the supplier.

For goods returned as part of batch recalls or as a result of products being discontinued, see clause 8.5 "Products discontinued by the supplier" and 8.6 "Product/batch recalls".

15 Place of fulfilment

The place of fulfilment is the delivery location for the goods as specified by Galexis.

16 Invoicing

16.1 Invoicing

The supplier is responsible for ensuring that the goods supplied are invoiced at the correct (current) VAT rate.

The supplier must be able to provide Galexis with appropriate documentary evidence to support the VAT rate applied to the invoice (e.g. Swissmedic notifications) within one month.

The VAT rate to be applied is based on the guidelines issued by the VAT department of the tax authority.

16.2 Invoicing incl. addresses

A single invoice must be created for each order/delivery. This invoice must state the Galexis order number. Direct deliveries, warehouse deliveries and non-stock deliveries must be invoiced separately.

The invoices must be based on the purchase price agreed with Galexis on the date of ordering.

Invoices must be sent to Galexis separately and not included with deliveries. All invoices and credit notes must be addressed to: Galexis AG, Industriestrasse 2, Postfach, CH-4704 Niederbipp.

Electronically to: invoice@galexis.com

16.3 Payments due to the supplier

All payments due to the supplier will be made by Galexis in money and never as payments in kind or as a counter-performance.

Payment will be made only after the goods or services have been received in full and have been deemed to be free of defects.

Invoices may only be issued after the goods or services have been delivered in full and without defects.

16.4 Payments due to Galexis AG

Balances from bonus/discounts/logistics statements, returns or services cannot be offset against goods deliveries. Such balances must be paid in money. Supplier credit notes will be accepted following express written agreement with Galexis.

Invoices issued by Galexis to suppliers must be paid within the specified payment periods.

Payments overdue to Galexis from the supplier will be offset against outstanding debts in the event of non-payment.

Galexis will also charge interest at the standard market rate on any overdue payments.

16.5 Compensation for warehouse stock differences in the event of price reductions

In the event of price reductions, any warehouse losses incurred by Galexis will be fully reimbursed by the supplier.

16.6 Purchase price repayment

Galexis will not accept partial payments for sums owed to it.

Galexis undertakes to pay on time for all deliveries made to Galexis in accordance with the contract.

17 Confidentiality and data protection

Galexis will not pass any data or information about its customers to third parties.

The supplier undertakes to handle Galexis information confidentially and to refrain from passing such information to third parties, unless the information is published by Galexis AG. The parties undertake to comply with all applicable and to comply with all applicable and relevant data protection data standards within the framework of the execution of the contract.

The supplier consents to the processing of personal data by Galexis and to the disclosure of such data to third parties in Switzerland and abroad for the purposes of order processing and maintaining business relationships. The supplier will take appropriate steps to protect the data.

18 Insurance

The supplier will take out insurance as required to cover its business activities, including general liability and product liability insurance with an appropriate amount of cover.

The general liability and product liability insurance must be maintained with an appropriate level of cover for any instance of damage.

On request, the supplier will provide Galexis with its insurance certificates so that Galexis can verify that the supplier is maintaining the insurance cover above. The supplier is responsible for the full cost of this insurance.

19 Incoterms

Unless otherwise agreed in writing, the imported items must be delivered in accordance with the current Incoterms® – DDP clauses.

20 Transfer of ownership and risk

The risk transfers to Galexis AG following the successful completion of checks on receipt of the delivery at the Galexis AG delivery location. If the required dispatch documentation is not provided in accordance with the instructions issued by Galexis, the goods must be stored at the supplier's cost and risk until the relevant documentation is received.

21 Liability of Galexis AG

Galexis shall only be liable for damages directly incurred by the supplier as a result of Galexis' breach of duty. Galexis can only be held liable for damage arising as a result of wilful intent or gross negligence. Galexis AG cannot be held, as far as permissible, liable in any other way and is not liable to pay compensation for any consequential damage.

22 Warranty for technical devices

A warranty is an additional obligation towards Galexis or its customers on the part of the supplier, beyond the mandatory statutory guarantee.

Where goods are generally supplied with a manufacturer's guarantee, Galexis assumes that this guarantee will continue to apply after the delivery of the goods to Galexis.

The supplier's guarantee covers the functionality of specific parts (or the entire device) over a defined period of time.

The guarantee period applies for a minimum of 12 months from the date on which the invoice is issued to Galexis and includes costs for labour and spare parts.

23 After-sales services

The supplier will ensure that the devices sold to Galexis are offered and delivered with a fully functional after-sales service, comprised of technical customer service, a repair service with appropriate repair times and spare parts provision as a minimum.

Galexis requires the supplier to deliver spare parts within a period that is appropriate for the product in question. The supplier is expected to maintain on-site stock of replacement parts and consumables that are essential to the operation of the device.

The supplier must also ensure that spare parts for mechanical components are available for a period of at least 10 years and that spare parts for electronic components are available for a period of at least 8 years following delivery to Galexis.

24 Statistics

Galexis will provide evaluations from KUKO® only within the framework of an agreement. The terms and conditions of KUKO® are provided in the "KUKO® terms and conditions of business" form.

Galexis will only provide the supplier with other statistics following the conclusion of a written agreement to that effect.

25 Validity

The delivery conditions are effective from 1 January 2023.

The most recent version of the delivery conditions apply to all deliveries made after any changes take effect.

Galexis reserves the right to modify these conditions without prior notice at any time. The most recent version can be requested from Galexis or viewed at www.galexis.com.

26 Obligations at end of agreement

If the partnership between Galexis and the supplier is terminated, both parties will refrain from disclosing the confidential information exchanged during the business relationship to third parties.

27 Supplier's GTCs

Any contractual conditions indicated on order confirmations or other GTCs issued by the supplier do not apply. By accepting the order, the supplier explicitly waives its own delivery conditions and accepts these "General Terms and Conditions of Purchase of Galexis" as legally binding. Any ancillary agreements that deviate from these Terms and Conditions of Purchase apply solely to the contract in question and are valid only when explicitly confirmed in writing by Galexis.

28 Force majeure

Neither of the contractual parties can be held liable in the event of damage to the goods, costs incurred as a result of such damage or the non-fulfilment of the contract due to an event that is outside the control of one or both of the parties. Force majeure includes the following risks: Strike, war, employee lockouts, unrest, epidemics, fire, earthquake and other natural disasters. This list is not exhaustive.

If either contractual party invokes "force majeure", it must immediately implement appropriate measures to ensure that normal fulfilment of the contractual obligations is resumed as soon as possible. The affected party must notify the other contractual party of a force majeure event without delay.

29 Severability clause

If any provision of this contract, or a contractual agreement reached in meetings with the supplier, is found to be or becomes ineffective, or if any such contract or agreement is found to contain an omission, the legality of the remaining provisions will remain unaffected. The parties agree to replace the ineffective provision with an effective provision which achieves the intended effect of the original as closely as possible; the same applies in the event of an omission in the contract.

30 Other provisions

Any other provisions not included in these General Terms and Conditions of Purchase must be agreed between the supplier and Galexis in writing. Verbal agreements are not accepted by Galexis and are ineffective.

31 Applicable law and place of jurisdiction

Swiss law applies exclusively to legal transactions between Galexis and the supplier. Disputes will be heard by the courts at the location of the Galexis AG headquarters.

32 Code of conduct for suppliers

Galexis works with partners that share the company's environmental, social and ethical principles. The supplier therefore undertakes to comply with and respect the code of conduct for suppliers of the Galenica Group.

The code can be accessed at the link below and forms an integral part of any order:

<https://www.galenica.com/galenicaAssets/bin/de/publikationen/downloadcenter/verhaltenskodex-fuer-lieferanten.pdf>.

33 Appendices/forms

- Supplier declaration of product conformity for products marketed in Switzerland
- Addition of new products
- Condition drafting request to Galexis AG
- Contact information for distribution centres and delivery methods
- Display specifications
- Labelling of non-stock items
- Batches and expiry dates in drug deliveries information sheet

Galexis AG

Industriestrasse 2 · Postfach · CH-4704 Niederbipp
Tel. +41 58 851 71 11 · Fax +41 58 851 71 14
info@galexis.ch · www.galexis.com