



## **General Terms and Conditions**

### **Dispopharm Dental Care**

#### **1. Scope**

The following general terms and conditions regulate the contractual relationship between Dispopharm Dental Care and its customers.

By placing an order, the customer accepts these terms and conditions in full and without restriction as the basis of the legal relationship between Dispopharm Dental Care and the customer.

#### **2. Delivery service**

##### **2.1 General delivery lead times**

Orders are usually confirmed to the customer within 72 working hours. If a product and / or service is not available at the time of the order, the customer will be informed accordingly.

##### **2.2 Delivery note**

With every delivery, the customer receives a delivery note on which the delivered products, the quantity and other information can be seen.

##### **2.3 Delivery acceptance**

The customer must check the delivered products and / or services for completeness and any defects immediately upon receipt. Delivery defects must be reported within 5 working days after delivery. Otherwise, the customer acknowledges that the delivery took place in accordance with the contract and that the products and / or services were in perfect condition.

##### **2.5 Retention of Title**

The delivered products remain the property of Dispopharm Dental Care until they have been paid for in full. Dispopharm Dental Care is entitled to have its retention of title entered in the relevant title register.

#### **3. Exclusion and Reason of Return**

##### **3.1 Damages or defects at delivery**

Reports of defective deliveries (wrong quantity, wrong article, damage, etc.), must be received by Dispopharm Dental Care in writing within 5 working days of delivery. The customer may agree in writing to accept an amicable solution for defective delivery, e.g. subsequent delivery or returns.

After reception of a written notice of defective delivery Dispopharm Dental Care will engage within a reasonable timespan to replace defective products with defective-free products or have the defective products



reworked. A defective product is considered as such if the product is outside of the agreed product specifications as given in the Certificates of Analysis delivered by Dispopharm Dental Care with the Order Confirmation (OC).

The deadline for asserting warranty claims for defective products is limited to 18 months invoice dated but latest at the expiry (or retest) date of the product.

With the exception of intentional behavior, Dispopharm Dental Care is not liable for indirect or consequential damage, in particular neither for lost profits at the customer's or their partner's, loss of orders, nor for costs resulting from a recall of the products.

### 3.2 Returns

Returns to Dispopharm Dental Care are considered as such if they are in compliance with Dispopharm Dental Care's return conditions, as per below Art 3.3.

### 3.3 Rules for delivery defects and returns

#### 3.3.1 Conditions of acceptance

Any notification of a delivery defect must be reported in writing as stipulated within these Terms and Conditions. All further actions will be discussed and agreed upon with the client on an individual basis and summarized in writing, signed by both parties.

After Dispopharm Dental Care has received the written notice of defects, Dispopharm Dental Care will replace the defect product with a replacement product or have the defect product improved within a reasonable period of time. A defect product is considered as such when the product is out of the agreed product specification (OOS).

The deadline for asserting warranty claims for defects expires with the expiry of the best-before date. The guarantee is excluded if the defect has arisen as a result of improper handling, improper use or improper storage of the contractual product.

#### 3.3.2 Exclusion of returns

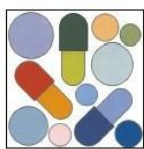
Based on good distribution practice (GDP), the following products will not be taken back and will not be replaced:

- Products issued with self-adhesive labels
- Products without original packaging and labelling
- Products with opened packaging (Inliners)

#### 3.3.3. Acceptable reasons for returns

The following reasons are acceptable for returns and have to be brought to the attention of Dispopharm Dental Care in writing:

- 1. logistic error: the client has received products not listed on the delivery notice
- 2. Incorrect quantities: the delivered quantity exceeds the quantity stipulated on the delivery notice
- 3. Damaged products: the delivered products are damaged and cannot be used for production
- 4. Batch recall; Dispopharm Dental Care is recalling an article.
- 5. The product does not meet the required and / or agreed quality and specification (OOS).



### 3.3.4 Compensation

For claims as stipulated above in 3.3.3. Dispopharm Dental Care accepts the following compensation for returned product:

For the reasons stipulated in clause 1. and 2. Dispopharm Dental Care will take back the incorrectly delivered Material or deliver the missing quantity.

For the reasons stipulated in return clauses 3., 4. and 5. the customer receives 100% compensation in goods and no credit or payment transfer. The sole right for choosing this form of compensation lies with Dispopharm Dental Care and the client has to accept this choice. It is agreed that all parties will consider the requirements of the other parties and a mutually agreeable solution should be sought.

## 4. Order and pricing system

### 4.1 Order acceptance & confirmation

Customers can order from Dispopharm Dental Care in writing (letter, e-mail) or electronically (XML, PDF). Dispopharm Dental Care is not liable for the consequences of disruptions in electronic communication or the ordering system.

Usually, orders are confirmed by E-mail with 72 working hours. If products are not available on stock an estimate on next availability date will be given which needs to be confirmed at a later date as an Order Confirmation (OC), needing reconfirmation of the customer, particularly of the estimated delivery date, to be kept as such.

### 4.2 Pricing

Invoicing takes place at the current prices at the time of the order confirmation (OC). The customer can request information on current prices at any time.

All prices are excluding VAT and other expense duties.

## 5. Billing and payment system

### 5.1 Payment deadline

In principle, only receipt of the full amount due by Dispopharm Dental Care is to be understood as payment. If not agreed mutually otherwise in writing the purchase price is to be paid by the customer within thirty (30) days of invoice date. This also holds true if claims are made against Dispopharm Dental Care (e.g. for delivery of damaged products – see article 3.3.2 above). The customer waives any right to withhold his purchase price even partially or to offset amounts due with claims of his own.

Any counterclaims cannot be offset against Dispopharm Dental Care's open invoices.

### 5.2-Default in Payment and / or late settlement

After the period of 30 days after invoice date or the previously agreed upon payment date has expired, the buyer is in default. In the event of default in payment, Dispopharm Dental Care shall send the customer a reminder and claim property rights on goods delivered therein.



In case of payment default by a client (or a company within the organization of the client) Dispopharm Dental Care has the right to withhold future deliveries previously confirmed.

For any late payment by customer Dispopharm Dental Care shall be charging an interest and penalty rate of 1.5% (one and a half percent) per calendar month calculated on invoice value.

### 5.3 Objections to invoicing

Provided that there are no written and justified objections on the invoice until due date as stated, the invoice is considered agreed upon by the client. Should the client object only a portion of the invoice Dispopharm Dental Care is entitled to claim payment on due date on the unobjected portion of the invoice and to take appropriate measures if the client defaults payment.

### 5.4 Credit Limit

CandyS / Uni Health GmbH is entitled to set a credit limit individually for each customer or to make the provision of services dependent on an advance payment in certain cases. This holds true also when Dispopharm Dental Care is in doubt on the client's compliance with payment terms.

## 6. Liability / transfer of benefits and risks

### 6.1 Liability

CandyS / Uni Health GmbH is only liable for defects in the delivered goods in accordance with the conditions of the article 3.3.2 for delivery defects and returns.

Any further or different warranty is excluded. Dispopharm Dental Care might only be held liable for damage suffered by the customer as a result of willful or grossly negligent behavior on the part of Dispopharm Dental Care. Any further liability is excluded.

### 6.2 Transfer of benefit and risk

If Dispopharm Dental Care delivers the products and / or services through the client's own delivery service or through an external transport company, the benefit and risk are transferred to the customer upon transfer of products. If the delivery is made by post, the benefit and risk are transferred to the customer upon delivery to the post office.

## 7. Data protection

The customer agrees and confirms that Dispopharm Dental Care is entitled to collect, store and process customer data in order to execute the contract, to ensure correct execution, for its own marketing purposes and for market research purposes. Such data can also be passed on to third parties should this prove necessary for the above stated reasons. Other than for such reasons Dispopharm Dental Care does not, however, pass on any confidential customer information without the express consent of the customer, unless disclosure to a third party, an authority or a court is required by law.

### 7.1 Newsletter

CandyS / Uni Health GmbH uses Third Parties to manage an email marketing subscriber list on its behalf and to send emails to our subscribers. A third-party provider that may collect and process such data uses industry standard technologies to monitor and improve the newsletter. For more information, see the respective Link to Dispopharm Dental Care Third Party Privacy Policy. The customer can unsubscribe from the newsletter by clicking on the unsubscribe link at the end of each newsletter.



# **PHARMATRANS SANAQ AG**

PHARMACEUTICALS

## **8. Changes to the general terms and conditions**

CandyS / Uni Health GmbH reserves the right to change the general terms and conditions at any time. The current version at the time the contract is concluded applies to each order. The current and binding version of the General Terms and Conditions is published on [www.pharmatrans-sanaw.com](http://www.pharmatrans-sanaw.com)

In case of deviations the text in German language will supersede the English version.

## **9. Place of jurisdiction and applicable law**

Swiss law is exclusively applicable to the legal transactions between Dispopharm Dental Care and its customers, excluding the United Nations Convention on Contracts for the International Sale of Goods. The ordinary courts at the registered office of Dispopharm Dental Care are responsible. Dispopharm Dental Care reserves the right to sue at any other competent court.