

General Terms and Conditions of Sale and Delivery of ZüriPharm AG

1. Scope of application

1.1 These terms and conditions shall enter into force on 01.01.2024 and shall apply to all deliveries and services provided by ZüriPharm AG to a Customer («Customer»). Conflicting terms and conditions of the Customer are not applicable. Any deviations from these terms and conditions must be in written form.

1.2 These terms and conditions shall become part of the contract as soon as ZüriPharm AG confirms the Customer's order, but at the latest upon acceptance of the delivery by the Customer.

2. Scope of deliveries

The deliveries of ZüriPharm AG are listed exhaustively in the delivery note.

3. Delivery restrictions and regulations in the country of destination

If a delivery is restricted or prohibited due to legal regulations in the country of destination or due to import or export regulations, ZüriPharm AG may suspend the delivery until the legal regulations in the country of destination are fulfilled or the import or export regulations permit the delivery. In such cases, ZüriPharm AG may also terminate or withdraw from the contract without being liable to the Customer.

4. Prices

4.1 Prices are non-binding; they are exclusive of VAT and exclusive of shipping costs and customs duties (incoterms Ex Works). Delivery shall be agreed at the prices valid on the order date or, if applicable, at the prices expressly agreed.

4.2 The currently valid service allocation model of ZüriPharm AG shall apply.

4.3 ZüriPharm AG reserves the right to adjust the sales price of formulated products accordingly in the event of any price changes of API, excipients, packaging materials, energy costs and labour costs of >3%. Customers will be informed in advance.

4.4 In case of products for which exclusive materials (e.g. raw materials, packaging materials, reagents, etc.) have to be procured for a Customer, ZüriPharm AG reserves the right to charge the Customer for the costs of any disposal of these materials. The Customer will be informed in advance if applicable.

5. Discounts on medicines

Discounts granted by ZüriPharm AG on pharmaceuticals must be passed on by the ZüriPharm AG Customer in accordance with Article 56 Para. 3 KVG in the area of compulsory health care insurance.

6. Terms of payment

6.1 Payments must be proceed within 14 days of invoicing. This does not apply to any deviating contractual provisions.

6.2 In event of late payment, ZüriPharm AG reserves the right to charge interest on delayed payments (Article 104 OR).

7. Delivery, inspection on receipt

7.1 To order individual deliveries, the Customer shall submit individual binding written orders to ZüriPharm AG in accordance with the following provisions.

7.1.1 The order must be sent by e-mail or via electronic connection in accordance with a separate agreement. The Customer must specify in the order (I) the unique product designation (material number ZüriPharm AG), (II) the respective product quantity and type, (III) the delivery date and (IV) the delivery location.

7.2 In principle, the Ex Works terms of delivery apply. Any deviating provisions shall be agreed and invoiced separately.

7.3 Delivery dates can be requested and/or agreed individually. ZüriPharm AG shall endeavour to meet delivery dates, but cannot guarantee, even if expressly agreed with the Customer. In such cases, the Customer cannot withdraw from the contract and – unless expressly agreed otherwise – has no right to compensation. ZüriPharm AG is entitled to make partial deliveries.

7.4 Delays in delivery due to operational disruptions/interruptions at ZüriPharm AG or its suppliers, strikes, transportation problems, natural disasters, epidemics and other cases of force majeure shall not entitle the Customer to any compensation for delay.

7.5 The Customer must inspect the products immediately upon receipt for conformity with the order, completeness and condition. Any visible complaints or incorrect deliveries must be reported to ZüriPharm AG immediately in written form, but within three working days at the latest.

7.6 Quality defects must be reported in written form to beschwerden@zueripharm.ch immediately after discovery.

7.7 The transport packaging shall be determined in accordance with the Customer's requirements and instructions. Unless otherwise agreed, this packaging will not be taken back and may be invoiced separately.

8. Agreed delivery quantities

8.1 Agreed delivery quantities for the respective calendar year are binding. The difference will be invoiced, if they are not met.

8.2 Contract manufacturing: Further conditions and details shall be determined in good faith in a contract manufacturing agreement between the two parties.

9. Transfer of benefit and risk

Delivery shall be Ex Works (Incoterms 2020), unless expressly agreed otherwise. Ex Works deliveries, the benefit and risk shall pass to the Customer.

10. Use of Products

10.1 The Customer is responsible for ensuring that the product is used in accordance with the law and the relevant authorization. ZüriPharm AG accepts no liability for any other use.

10.2 The Customer is obliged to ensure the traceability of the further use of the products in accordance with legal and regulatory requirements. If a product-recall becomes necessary, the Customer is obliged to actively support ZüriPharm AG.

10.3 The Customer must comply with the storage and shelf life regulations for the products. The delivered products may only be used until the expiry date printed on them.

10.4 If the Customer becomes aware of any quality-relevant defect, the Customer must inform ZüriPharm AG (beschwerden@zueripharm.ch) immediately in written form.

11. Data Protection

ZüriPharm AG processes personal data of the Customer and his patients, e.g. for delivery, patient-specific production, billing or Customer relationship purpose. This data is used exclusively for internal purposes. The patient data is used for the purpose of processing the prescription and in fulfilment of legal requirements (professional and due diligence obligations, documentation obligations, reporting obligations, etc.). Patient data is also passed on to third parties for the aforementioned purpose. ZüriPharm AG is obliged to store the above-mentioned patient data in accordance with cantonal and national law, generally for 10 years; data relating to investigational medicinal products must be archived for at least 15 years and for blood and blood products for 30 years and at best for a lifetime, so that patient safety can be guaranteed.

12. Warranty, liability

12.1 In principle, the Customer is not entitled to redemption or replacement of properly delivered, defect-free goods. The Customer's warranty claims are limited to the purchase price reduction or the replacement delivery with a defect-free product. ZüriPharm AG is willing to take back the defective products in order to dispose it in accordance with applicable law. If ZüriPharm AG has given its express consent, the Customer must return the products to the place of delivery.

12.2 ZüriPharm AG expressly excludes liabilities for any damage caused by defective product or by any inadequate performance or non-performance of the contract, including loss of profit or the costs of a product recall. This exclusion of liability does not apply to unlawful intent or gross negligence on the part of ZüriPharm AG, but it does apply to unlawful intent or gross negligence on the part of its auxiliary persons. Furthermore, this exclusion of liability shall not apply insofar as it conflicts with mandatory law.

13. Place of jurisdiction, applicable law

13.1 The place of jurisdiction for disputes arising from or in connection with the deliveries governed by these terms and conditions is Schlieren.

13.2 The legal relationship is subject to Swiss law.

13.3 In case of any divergence between the English and German version, the German version shall prevail.

Contact details
ZüriPharm AG
Kundendienst
Südstrasse 3
8952 Schlieren
Switzerland
Phone: + 41 (0) 43 258 55 55
E-Mail: Kundendienst@zueripharm.ch

Schlieren, 25.02.2024