

TERMS AND CONDITIONS OF PURCHASE
GENERAL TERMS AND CONDITIONS OF PURCHASE OF MEDISTRI SA – JULY 2022

1. FIELD OF APPLICATION

- 1.1 - Our purchase conditions apply exclusively. We do not recognise opposing or divergent conditions of the contractual partner ("Supplier ") unless there is a written agreement between the two parties.
- 1.2 - The present conditions are an integral part of the order. Orders and all statements relating to them are only binding on us in written form. Deviations and modifications of the present conditions of purchase must be expressly accepted in writing by Medistri SA.

2.OFFER AND ACCEPTANCE

- 2.1 - The offers and quotations of the Supplier shall not be invoiced before approval by Medistri SA.
- 2.2 - The Supplier must confirm each order in writing with an indication of the price and delivery time and undertakes to comply with them. If the confirmation is not presented to us within 5 working days, Medistri SA is entitled to cancel the order. If no confirmation is received and the goods are nevertheless delivered under conditions that do not correspond to those specified in the order (price change without having been informed, for example), Medistri SA reserves the right to rectify them, according to the latest information in its possession.

3. DELIVERY

- 3.1 - Delivery shall be deemed to have taken place when 90 % to 110 % of the quantity of goods ordered has been delivered with a proportional adjustment of the invoice.
- 3.2 – Unless otherwise specified, the place of delivery is the site of Medistri SA at 1564 Domdidier.
- 3.3 - The agreed delivery time must be adhered to. We are entitled to postpone delivery by a reasonable period if necessary (logistical reasons). The delivery period shall be extended by the duration of the interruption without the need for justification on the part of the Supplier.
- 3.4 - Each delivery shall be accompanied by delivery notes bearing our order and article references, as well as certificates (conformity, etc.) relating to the goods delivered.
- 3.5 - If the Supplier finds that the delivery cannot be made on time, he will immediately inform Medistri SA. He will then have to indicate the reason as well as the estimated time of delay. The unconditional acceptance of a delayed delivery does not mean in any case the renunciation of the rights and claims related to a late delivery. This provision applies until the final payment of the service concerned.
- 3.6 – If requested by us, the Supplier shall be obliged to have all overpacks, transport and sales packaging removed at the place of delivery.

4. TREATY PENALTY / CONVENTIONAL PENALTY

- 4.1 - In the event of a delivery delay, we shall, be entitled to make deductions (transport or value deductions of up to 5% of the total value of the goods), if the Supplier cannot prove that he is not responsible for the delay.
- 4.2 - In case of partial deliveries, Medistri SA has the right to refuse to pay the additional shipping costs incurred, unless we agree in writing.
- 4.3 - In the event of not accepted delay within the framework of projects (physical and virtual), Medistri will be entitled to claim damages corresponding to the loss of turnover and / or customers, even internal resources, equivalent to the caused damage.

5. CONFIDENTIALITY

- 5.1 - We reserve the ownership and copyright to all documents transmitted in connection with the order. These documents may not be made accessible to third parties without our written consent. They must be used exclusively for the performance of the contractual services.
- 5.2 - The Supplier must maintain professional secrecy, even after the contractual relationship expires, on all commercial and technical matters concerning Medistri SA and any other matter relating to our company of which he has become aware in connection with the delivery, as long as and if this information has not been publicly disclosed in any other way or Medistri SA has not waived confidentiality in writing.
- 5.3 - The Supplier may only report on business relations with Medistri SA, for example in advertisements, with our written consent.

6. PRICE AND TERMS OF PAYMENT

- 6.1 – Prices for the Goods and/or Services will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Medistri.
- 6.2 - Payment shall be made according to the goods delivered and contents of the invoice within a minimum of 30 days, or according to any other agreement between the two parties.
- 6.3 - No fees will be accepted in case of late payment. According to the law in force, Medistri will pay the amount due by deducting any reminder or late payment fees.

7. LIMIT OF PROPERTY

- 7.1 - The goods shall immediately become our property as soon as they are handed over to us; we do not recognise any retention of ownership of the Supplier.

8. MATERIAL DEFECTS AND WARRANTY

- 8.1 - The Supplier shall be obliged to ensure that the deliveries and services are free from defects and that the guaranteed characteristics are present. In particular, the Supplier shall ensure that the delivered items and services comply with the respective technical specifications, the recognized technical safety regulations and current health regulations as well as, if applicable, the applicable medical and pharmaceutical safety regulations issued by public authorities and professional associations are in accordance with the applicable legal provisions. If machines, devices or installations are the subject of service, they must also meet the requirements of the special safety regulations applicable to the machines, devices and installations at the time of the execution of the contract and include a CE marking.
- 8.2 - The inspection of the goods on arrival includes only the search for obvious defects and transport damage, as well as checking the integrity and identity of the goods. Such defects shall be reported to the Supplier within 5 days of delivery, other defects shall be reported within 5 days of their detection. In this respect, the Supplier waives the right to object to late notification.
- 8.3 - If, as a result of the defective delivery, costs are incurred due to an inspection/sorting of the incoming goods exceeding the agreed or customary limits, the Supplier shall be obliged to bear them.

9. PRODUCT LIABILITY

- 9.1 - The customer indemnifies us against all direct and indirect claims of third parties arising from defects in the object of the delivery and falling within the scope of product liability or manufacturer's liability if the cause lies within the scope of the customer's sovereignty and organization.
- 9.2 - The Supplier shall also be obliged to reimburse the expenses and costs incurred in the cases corresponding to paragraph 1 by the necessary corrective measures, depending on their nature and extent, such as public warnings or recall actions. We will inform the Supplier immediately of the implementation of such measures.

10. EQUITABLE WORK AND PROFESSIONAL ETHICS

- 10.1 - The supplier exposes himself to outright exclusion in the event of non-compliance with reporting or legal obligations (payment of social insurance, non-declaration of a foreign worker, child labour, poor working conditions or cases of insalubrity/insecurity of the installations, etc.).
- 10.2 - The supplier will also ensure compliance with national and international law on fraud, money laundering and anti-competitive practices.
- 10.3 - In the event of complete or partial subcontracting of the delivered products, the supplier shall ensure that its agent strictly complies with the points mentioned in paragraphs 10.1 and 10.2. By being responsible for this, the supplier is exposed to the sanctions mentioned in the previous point.

11. ENVIRONMENT AND PROFESSIONAL ETHICS

11.1 – The Supplier will ensure compliance with the environmental standards in force in its field of activity/geographical area. In the event of a flagrant violation of these, the Supplier shall be liable to exclusion.

11.2 - Unannounced and sporadic checks will be carried out during visits to the supplier's site or when one of his emissaries comes (on the basis of documents presented, such as annual reports, development projects, etc.).

12. FINAL CLAUSES

12.1 - The contract is subject to Swiss law.

12.2 - The customary clauses are to be interpreted in accordance with the Incoterms at the conclusion of the contract.

12.3 – If any dispute arises between Medistri.SA and the Supplier during the subsistence of this Agreement or thereafter, the parties will endeavour to settle the dispute amicably. If no solution is found the parties agree to Fribourg (Canton of Fribourg - Switzerland) as the place of jurisdiction for all claims arising out of or in connection with this contract. We shall also be entitled to take legal action against the Supplier at the place of his registered office.