

General Terms and Conditions of Sale and Delivery of F. Uhlmann-Eyraud SA

1. Scope of application

These General Terms and Conditions of Sale and Delivery govern the contractual relationship between F. Uhlmann-Eyraud SA and its customers. When concluding a contract, for example when placing an order, the customer automatically accepts the terms and conditions of sale and delivery of F. Uhlmann-Eyraud SA, unless otherwise agreed and contractually regulated.

2. Orders

Orders to F. Uhlmann-Eyraud SA can be placed in writing or electronically. All of the following ordering methods are contractually binding:

- E-mail: bestellungen@uhlmann.ch
- Fax: 058 272 54 03
- By post mail to:
F. Uhlmann-Eyraud SA
Ateliergasse 1
5600 Lenzburg

a) Direct orders

Orders are sent directly to F. Uhlmann-Eyraud SA. The customer provides all the information required for identification (company name, address, customer number if possible), the exact article names or numbers (e.g. article number, EAN or Pharmacode), as well as the desired quantities.

b) Via wholesalers / transfers

As for direct orders, the customer provides all the information required for identification, the exact article names or numbers, the desired quantities, as well as the wholesaler and his/her own customer number at the wholesaler through which he/she wishes to be supplied*.

3. Price

The prices and conditions of F. Uhlmann-Eyraud SA valid at the time of ordering shall apply. Transfer orders via wholesalers* are an exception. Prices are quoted in Swiss francs and do not include logistics costs or VAT.

4. Special deals

A special deal has a date (period) and is limited to one or more items. In order to benefit from a special deal, the customer must use the corresponding order form. The special deal is only valid for the period stated on the order form.

5. Payments

Invoice amounts must be paid within 30 days of the invoice date, unless other payment terms have been agreed and contractually regulated. If this payment deadline is not met, F. Uhlmann-Eyraud SA reserves the right to charge reminder fees (CHF 25.- from the 2nd reminder).

6. Right of retention

F. Uhlmann-Eyraud SA reserves the right to withhold orders if invoices are still outstanding.

7. Delivery

Deliveries in Switzerland and Liechtenstein are made by post or by a contractually agreed forwarding company. The delivery of medicines and medical products by post parcel is restricted in the summer and winter months and only takes place from Tuesday to Thursday.

a) Delivery period

An order is processed within 2 to 3 working days of receipt. The delivery period is 2 to 3 working days. An exception to this is medicines and medical products, which may take a little longer to deliver in the summer and winter months, depending on when the order is received. During the specified periods, these items are delivered from Tuesday to Thursday. In special cases, express delivery can be organized. This must be noted on the order and must be confirmed by the order office. Express deliveries are subject to additional costs.

b) Delivery costs and carriage-paid delivery

Goods with a gross value of CHF 300.- or more are delivered carriage paid.

- Below this value of goods the delivery costs are.....**CHF 15.00**
- Costs for express delivery <10kg.....**CHF 15.00**
- Costs for express delivery >10kg or pallets.....**Price on request**

These costs are cumulative.

c) Partial delivery

If an item ordered from F. Uhlmann-Eyraud SA is missing, it will be noted as missing on the delivery bill and must be ordered again. All other items in the same order will be delivered as requested.

8. Complaints and right of return

Returns from customers are only accepted for direct orders/invoices via F. Uhlmann-Eyraud SA (returns route = delivery route). Furthermore, all products invoiced and delivered by wholesalers must be returned directly to the wholesaler*.

Expired products do not entitle the customer to an exchange or refund.

All complaints must be addressed to F. Uhlmann-Eyraud SA customer service in writing (by e-mail to kundendienst@uhlmann.ch) or by post. F. Uhlmann-Eyraud SA reserves the right to refuse a credit note or an exchange if the necessary storage conditions of the product have not been met.

A right of return is guaranteed in the following cases:

- Errors in orders placed by the customer** that are notified within 5 working days of receipt of the goods. Refund: 100% of the price paid, provided that the products are not soiled, defective or labeled and that they are in perfect selling condition (original condition). Medicines and medical products are an exception. These cannot be returned and credited. The return costs for all other products are borne by the customer.
- Errors in deliveries by F. Uhlmann-Eyraud SA** that are notified within 5 working days of receipt of the goods. Refund: 100% of the price paid or exchange, provided that the products are not soiled, defective or labeled and that they are in perfect selling condition (original condition). The return costs are borne by F. Uhlmann-Eyraud SA.
- Damaged products or packages** that are notified within 5 working days of receipt of the goods. Refund: 100% of the price paid or exchange. The return costs are borne by F. Uhlmann-Eyraud SA.
- In the event of transport-related defects**, these must be noted on the carrier's delivery bill immediately upon receipt of the goods. If such defects are not reported immediately, F. Uhlmann-Eyraud SA reserves the right to reject the complaint.
- In the case of batch recalls** required for safety reasons by the authorities, by authorized companies or by F. Uhlmann-Eyraud SA, the return must be made within one month of the corresponding publication on the website of the Swiss control authority or after direct written notification. Refund: 100% of the price paid. The return costs are borne by F. Uhlmann-Eyraud SA.

9. Customer service

Customer service is available for questions and/or complaints as follows: Monday to Friday from 8:00-12:00 and from 13:30 to 17:00.

Telephone: 058 272 55 00; e-mail: kundendienst@uhlmann.ch; fax: 058 272 54 01.

10. Changes to the Terms and Conditions of Sale and Delivery

F. Uhlmann-Eyraud SA reserves the right to amend these Terms and Conditions of Sale and Delivery at any time and to communicate them to customers.

11. Applicable law and place of jurisdiction

Legal transactions between F. Uhlmann-Eyraud SA and the customer shall be governed exclusively by Swiss law. The place of jurisdiction is Lenzburg.

* Attention: The conditions, prices, and business terms of the respective wholesaler apply here.