

General Terms and Conditions of Sale and Delivery

MSD Merck Sharp & Dohme AG, Werfstrasse 4, 6005 Lucerne (MSD)

Version of: 01.05.2021



Order Management/Customer Service

Tel. 058 618 38 38 Fax 058 618 39 39 msd.kundendienst@merck.com msdorders.ch

1. General Information

All brand names for our proprietary pharmaceutical products are registered as trademarks and are protected by law. Our products may only be supplied in non-modified, unopened original packaging.

These general terms and conditions replace any previous versions of the general terms and conditions. Any changes to these conditions must be made in writing in order to be valid.

MSD reserves the right to refuse any direct orders from customers, to refer to the existing distributor network and to change the distribution channels in the future in full or in part under the scope of the legal provisions.

By placing an order, the customer accepts these terms and conditions in full and without restriction as the basis of the legal relationship between MSD and the customer. The general purchasing conditions of the customer do not apply to MSD sales even if the customer communicates that they only intend to place an order under these conditions.

2. Pricing and Payment Terms

2.1. Unless otherwise agreed in writing, the prices, which are valid at the time of delivery, shall be billed, plus any statutory sales tax and any other supplements due. Prices are always agreed without rebates or discounts unless otherwise agreed in writing. Any benefits and reductions on medicinal products covered by health insurance must be passed on pursuant to Section 56 KVG (Krankenversicherungsgesetz [Swiss Health Insurance Law]). Any consumables supplied free of charge may not be sold (TARMED, General Interpretation GI-20 "Consumables and Implants").

2.2. MSD reserves the right to change the pricing for the products at any time and without prior notice.

2.3. Unless otherwise agreed with the customer, the invoice and related documents will be sent by post or email as selected by MSD. The customer agrees to receive invoices and related documents electronically. These will be sent in PDF format without an electronic signature by unencrypted email to the customer at the email address specified for the processing of the goods order, provided no other email address is specified for this purpose. Unless otherwise agreed in writing, invoices are due thirty (30) days from the invoice date. Once the payment term has expired, the customer will be in arrears without any reminder letter and must pay interest on arrears at a rate of 5% p.a. From the second reminder letter, we reserve the right to additionally bill dunning fees of CHF 20 plus compensation.

2.4. The customer may not offset their receivables with respect to MSD against MSD receivables with respect to the customer.

3. Supplier Terms and Conditions

3.1. Deliveries shall be made by Alloga AG, Buchmattstrasse 10, 3401 Burgdorf, Switzerland. MSD does not guarantee that products ordered by the customer shall be available in the required quantity and at the required time. Compensation claims based on delivery delays and supply shortages are excluded.

3.2. MSD shipments are handled in accordance with the GDP (Good Distribution Practices) guidelines.

3.3. Orders made up to 12:00 p.m. are usually delivered on the next working day by 12:00 p.m. Delivery time for new customers (first order) is 3 to 4 days.

3.4. For shipments being delivered in special boxes, the packing inserts in the box must be retained and returned to the sender again via the post office/mailman.

3.5. If MSD misses a delivery deadline by more than three working days, an outstanding order may only be cancelled by communicating this to Customer Services.

3.6. Shipping costs are incurred per order.

3.7. Shipping costs for Hospitals

Up to CHF 500	Ex-factory excl. sales tax	CHF 50 supplement
From CHF 500	Ex-factory excl. sales tax	CHF 19 supplement

3.8. Shipping costs for Physicians

Up to CHF 250	Ex-factory excl. sales tax	CHF 50 supplement
From CHF 250	Ex-factory excl. sales tax	CHF 19 supplement

3.9. Shipping costs for Wholesalers

Up to CHF 3,000	Ex-factory excl. sales tax	CHF 150 supplement
From CHF 3,000	Ex-factory excl. sales tax	No supplement

3.10. Shipping costs for Pharmacies

Up to CHF 1,000	Ex-factory excl. sales tax	CHF 100 supplement
From CHF 1,000	Ex-factory excl. sales tax	6% delivery supplement

3.11. If, due to force majeure such as war, terrorism, natural catastrophes, fire or other unforeseeable circumstances beyond our control, such as strikes or legitimate lockouts, operational or transport disruption, difficulties in procuring raw materials or lack of delivery by suppliers, MSD is hindered in fulfilling its contractual obligations, the agreed delivery deadlines shall each be extended by the period of hindrance in addition to a reasonable lead time. The circumstances specified are then also beyond our control if they occur during any existing delay.

4. Reservation of Ownership

The delivered products remain the property of MSD until full payment is received.

5. Returns and Defect Rights

5.1. Complaints due to incomplete, incorrect deliveries or obvious defects may only be considered if they are notified immediately, no later than five working days after receipt of the delivery. Timely reporting is dependent on the time received by the seller.

5.2. Fully Indemnified

Medicinal products that are withdrawn for drug safety reasons (on the initiative of a supervisory authority or the company) and that are reported within one month after disclosure on www.msd.ch or after direct written communication to MSD.

Wholesalers: MSD grants you full rights of return for expired products from an initial order quantity (for newly introduced products) recommended in writing by MSD beforehand.

5.3. Full Replacement

Transport damage that is reported to MSD within five working days after receipt of the products, along with the delivery note.

5.4. Incorrect Orders

Incorrect orders discovered at the time of delivery can be immediately returned. The entire delivery must be returned. In such cases no invoice will be issued.

5.5. No Replacement or Credit Note

- Vaccines are not taken back or replaced for quality reasons;
- Incorrect orders by the customer that are first discovered after delivery;
- Damaged packaging not due to transportation;
- Contaminated or opened packaging;
- Products removed from our portfolio;
- Expired products (exception: products that have an expiry date of less than six months from the shipment date (via Alloga AG) will be replaced, provided they are returned to MSD at least two weeks before the expiry date;
- Packaging labeled as medical samples;
- All other cases not mentioned in these general terms and conditions of sale and delivery.

The returns route is the same as the delivery route. Return address:

Alloga AG
Kundenbetreuung [Customer Care]
Buchmattstrasse 10
3401 Burgdorf/BE

Should products be returned they will be disposed of free of charge and in accordance with both professional and environmental standards. Furthermore, we do not provide any compensation for any returns administration.

6. Non-Disclosure

MSD and the customer undertake not to disclose to third parties any non-public information with respect to the contractual terms and conditions (including pricing and discounts) as well as business and trade secrets, which are made known to them while handling product orders.

7. Liability

MSD is only liable for damages that have arisen for the customer due to a deliberate act or gross negligence on the part of MSD.

8. Intellectual Property

8.1. All intellectual property rights associated with the products (patents, trademarks and other rights) remain the exclusive property of MSD.

8.2. In particular, the customer is only permitted to advertise using the MSD name, the name of the product or using images of the product with the written consent of MSD.

8.3. Personal data for collecting and processing the customer request will be handled by MSD with due regard for privacy. For more information, see MSD's data protection declaration at www.msd.ch.

9. Adverse Events

Please contact us at dpoc_switzerland@merck.com to report Adverse Events, Product Quality Complaint or submit a Medical Inquiry,

10. Place of Jurisdiction and Applicable Law

These general terms and conditions of sale and delivery and all orders and deliveries are governed by the laws of Switzerland.

The place of jurisdiction is the registered office of MSD.