



ginsana

#### GENERAL PURCHASE CONDITIONS (GPC)

1. We order under the terms of our GPC. Other conditions will not become elements of the contract even if we do not explicitly contradict them. If we take delivery or accept performance without protesting explicitly, this may not under any circumstances be deemed to be acknowledgement or approval.
2. Only orders placed in writing shall be binding on us. Oral agreements shall only be binding on us if they are confirmed by us in writing; the same applies to changes in and supplements to orders.
3. Should the supplier lower his prices in the period of time between the placing of the order and the execution of the order, then the respective price which is valid on the delivery date shall be used as a basis for invoicing.
4. Should the supplier reserve the right to invoice at the respective current price which we agreed to, then we should be advised prior to execution of our order if there has been an increase in price. Dispatch should not take place until confirmation of our acceptance of the new price has been received. If no agreement is reached, then we are free to withdraw from the purchase.
5. The supplier is obliged to indemnify us for all indirect and direct damages incurred through default. Acceptance of a delayed delivery or performance does not automatically mean a waiver of claims for damages. If the dates agreed upon are not complied with due to circumstances which are the responsibility of a supplier, then we are entitled, after expiry of an appropriate period of grace fixed by us, to elect whether to demand compensation for damages due to non-performance, to procure a substitute from a third party or to withdraw from the contract, without prejudice to any further legal claims.
6. Warranty is governed by the legal provisions, unless otherwise stipulated below.  
The supplier guarantees and warrants that all objects delivered by him and all services provided by him correspond to the latest standard of technology, the relevant legal provisions and the rules and guidelines issued by the authorities and trade associations and that he is not aware of any forthcoming changes. If deviations from these rules are necessary in a particular case, then the supplier has to obtain our written agreement thereto. The supplier's guarantee and warranty obligation is not affected by this agreement.  
If the supplier has reservations about the manner of execution desired by us, then he must immediately inform us in writing. We will report obvious defects in the delivery/performance to the supplier immediately after our examination with regard to material defects, by the latest, however, within 30 working days after delivery took place.  
Upon request the supplier must – immediately and free of charge including all subsidiary costs – remove defects in respect of which claims were made during the period of guarantee or warranty, also consisting of non-compliance with guaranteed dates and the absence of warranted properties; we may choose whether this removal is to be effected by repairs or by replacing the defect parts. The removal of defects is to be carried out immediately. Further claims, in particular claims to redhibition, abatement and/or compensation for damages remain unaffected.

If the supplier does not fulfil his guarantee obligation or his warranty within an appropriate time of period fixed by us, then we can take the necessary measures ourselves or have them taken by third parties at his expense and at his risk without prejudice to his guarantee obligation or his warranty. In urgent cases we can carry out repairs ourselves or have them carried out by third parties after consulting the supplier. Minor defects may be removed by us in the interest of uninterrupted production without

first consulting the supplier; expenditure thus incurred may be charged to the supplier, without affecting the supplier's guarantee obligation or warranty. The same applies if there is a threat of exceptionally large damages.

7. All legal relations between the parties are governed by Swiss law. The provisions of the Hague convention on International Purchase Contracts and the Vienna Un- central Agreement on International Purchase Contracts of 11.04.80 do not apply.
8. Bioggio (Switzerland) shall be the place of performance; Lugano shall be the place of jurisdiction.
9. If one clause in these GPC becomes invalid, this shall not affect the validity of the other provisions.

#### THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO THE SUPPLY OF RAW MATERIALS:

The goods commissioned in this order are for use in the production of medicines and/or healthcare products. The World Health Organisation's «Standards in respect of the quality, packaging and transport of active ingredients and additional substances for the pharmaceutical industry» must be met, in particular

##### a) Manufacturing Process

Changes in production which could have an effect on the quality are to be reported to us immediately in writing.

##### b) Composition of Deliveries

Each delivery should be made up of one lot if possible, i.e. it should form a homogeneous whole. The number of the lot should be clearly and durably marked on each package and on the delivery note. If the delivery consists of several lots of the same product, then all the lot numbers should be noted on the packages and on the delivery note. In all cases of continuous manufacturing processes in which it is not possible to record lot numbers, the quality to specifications must be guaranteed by the supplier.

##### c) Labelling of the Packaging

Each package must be clearly and durably labelled with

- the description of the goods,
- the net weight,
- the tare,
- the lot-number,
- information regarding dangers and storage instructions.

#### THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO THE SUPPLY OF SERVICES / WORKS CONTRACTS

The individual works provider or the contracting company is obliged to carry out the work agreed on Ginsana's site in full compliance with the Swiss legislation, in particular regulation on health and safety at workplace, of the SUVA directives, of the laws on seconded workers (LDist), as well as the Swiss legislation on foreigners in the case of services supplied by foreign independent workers.

The works provider shall also ensure full compliance with the prohibition on the provision of staff borrowed from abroad, pursuant to art. 12, paragraph 2 of the Federal Law on recruitment of personnel and borrowed personnel (LC).

In case of violation of LDist, as well as other mandatory rules, which imposes the blocking of services, the works provider is obliged to indemnify Ginsana for any harm that might result from that block.

In case of subcontracting, the primary contractor is jointly and severally liable to Ginsana, in respect of any violation of the mandatory Swiss legislation by the subcontractor, which has generated damage, directly or indirectly, to the same.

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