

1. Formation of the Agreement

- 1.1 These general terms and conditions of purchase (“GCP”) together with the relevant purchase order issued by Soho Flordis International Switzerland SA (“SFI SWITZERLAND”), set forth the terms under which SFI SWITZERLAND offers to purchase goods and /or services from a supplier (“Supplier”). When SFI SWITZERLAND is notified in writing of the acceptance by Supplier of SFI SWITZERLAND offer, a binding contract shall be formed (“Agreement”).
- 1.2 The Agreement is limited to these GCP, the purchase order and any attachment thereto.
- 1.3 SFI SWITZERLAND does not agree to any proposed amendment, alteration or addition by Supplier, unless such amendment, alteration or addition is accepted by SFI SWITZERLAND by means of written instrument signed by SFI SWITZERLAND.
- 1.4 SFI SWITZERLAND is not bound and hereby expressly rejects Supplier’s general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgement, order confirmation, invoice or the like used by Supplier.
- 1.5 All costs incurred by Supplier in preparing and submitting any acceptance of SFI SWITZERLAND offer shall be exclusively for the account of Supplier.

2. Purchase Orders

- 2.1 SFI SWITZERLAND purchase order, including any related information and documents, constitutes SFI SWITZERLAND business secret.
- 2.2 All auxiliary items that are enclosed to SFI SWITZERLAND’s inquiries or orders, such as drafts, data specimen, samples, drawings, shapes or models shall remain property of SFI SWITZERLAND, may be used only for SFI SWITZERLAND purposes and must be promptly returned upon completion of delivery at the latest. Supplier shall bear any risk in connection with any unauthorized disclosure, loss of or damage to the auxiliary items until return thereof.
- 2.3 Purchase orders from SFI SWITZERLAND shall be binding on SFI SWITZERLAND only when transmitted in writing by letter or e-mail to Supplier. Until written acceptance by Supplier, the order may be cancelled by SFI SWITZERLAND at any time.

3. Performance of Services

- 3.1 Supplier shall perform the requested services with due skill and care, using the proper materials and employing sufficiently qualified staff.
- 3.2 Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the services.
- 3.3 Bioggio (Switzerland) shall be the place of performance.

4. Prices & Payment

- 4.1 Unless provided otherwise in the relevant purchase order, title in the goods shall pass to SFI SWITZERLAND at the time goods are physically delivered at the premises of SFI SWITZERLAND or third parties appointed by SFI SWITZERLAND.
- 4.2 Unless provided otherwise, all prices quoted in the Agreement shall be fixed prices and based on Incoterms 2020 as defined therein.
- 4.3 Invoices shall become due only if they indicate SFI SWITZERLAND order number and precisely designate delivered goods or services.
- 4.4 Payments shall be made by SFI SWITZERLAND within 60 days after receipt of the invoice.
If the delivery / services is/ are defective, SFI SWITZERLAND is entitled to retain payment until complete performance.

5. Delivery

- 5.1 The delivery and transfer of benefit and risk from Supplier to SFI SWITZERLAND shall be regulated by Incoterms 2020 and the methods and routes for delivery shall be defined in the purchase order.
- 5.2 Delivery shall be completed as per the applicable Incoterm, but this shall not constitute acceptance of the goods by SFI SWITZERLAND.
- 5.3 Supplier shall make no partial delivery or delivery before the agreed delivery date(s), unless agreed upon in writing between the parties. SFI SWITZERLAND reserves the right to refuse delivery of goods and return the same at Supplier’s risk and expense, if Supplier defaults in the manner and time of delivery or in the rate of shipment. SFI SWITZERLAND shall not be liable for any costs incurred by Supplier related to production, analysis, release of goods or any other work related to goods prior to delivery in accordance with the Agreement.

- 5.4 Supplier shall pack, in accordance with the best commercial practices and SFI SWITZERLAND specifications as to prevent damage during transport and handling and all goods shall be clearly marked as destined for SFI SWITZERLAND. Notwithstanding the provisions of the applicable Incoterms 2020, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per Incoterms 2020) or pack the goods; SFI SWITZERLAND shall not be required to assert any claims for such loss or damage against the common carrier involved.
- 5.5 Delivery dates referred to in the Agreement shall be firm and binding. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify SFI SWITZERLAND in writing.

6. Material provided by SFI SWITZERLAND

- 6.1 SFI SWITZERLAND shall retain title to all material that is provided to Supplier. Such material shall be separately stored by Supplier according to SFI SWITZERLAND guidelines without compensation and clearly designated as property of SFI SWITZERLAND and separately administered.
- 6.2 Material provided may only be used for goods / services to be produced for or delivered to SFI SWITZERLAND. Supplier shall purchase insurance for the material at the replacement value at its own cost and expenses. Supplier shall assign to SFI SWITZERLAND all compensation claims it may have under such insurance.

7. Liability and warranties

- 7.1 Supplier warrants that the goods possess the specified properties and are not subject to any diminution of value, for whatever reason, and conform to the prescribed specifications and all applicable legal provisions.
- 7.2 SFI SWITZERLAND shall notify Supplier of any obvious defect no later than 30 days as of the date of delivery. As far as hidden defects are concerned, the notification shall be made within 30 days as of the discovery of such defect. For hidden defects, the warranty period shall not commence until after those defects are identifiable.
- 7.3 At the election of SFI SWITZERLAND, Supplier shall replace the defective goods or rectify the defect within a reasonable period of time and bear the costs of destruction of the defective goods and transportation expenses and other related direct costs for the replaced goods. SFI SWITZERLAND is entitled to request alternatively a cancellation of the purchase order and full reimbursement of the price paid for the goods, as well as of any ancillary costs incurred in relation thereto (incl. transport, insurance, taxes).
- 7.4 SFI SWITZERLAND or an institution mandated by SFI SWITZERLAND shall have the right to carry out audits of the Supplier and its third-party contractors/Suppliers. Such control measures shall not relieve Supplier from full performance of its duties under the Agreement.
- 7.5 Supplier shall be liable under the principle of causality for all investigation and procedural costs, official fines, actions, losses and diminutions of value caused by quality deviations.
- 7.6 Supplier warrants that the delivery/service to be provided to SFI SWITZERLAND shall not infringe upon any rights of third parties and Supplier shall indemnify SFI SWITZERLAND for and against all claims that are asserted for an infringement of such rights.
- 7.7 If Supplier does not fulfil the warranty obligations within an appropriate time period agreed upon with SFI SWITZERLAND, SFI SWITZERLAND shall be entitled to take any necessary measure at the expense and risk of Supplier in order to mitigate the damage and without prejudice to the right of SFI SWITZERLAND to recover the full costs of such measures from Supplier and be entitled to any additional compensation according to applicable laws.

8. Confidentiality

Supplier shall treat all information provided by or on behalf of SFI SWITZERLAND or generated by Supplier for SFI SWITZERLAND under the Agreement as confidential. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect SFI SWITZERLAND’s information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of SFI SWITZERLAND (or SFI SWITZERLAND’s customers) and Supplier shall, upon SFI SWITZERLAND’s demand, promptly return to SFI SWITZERLAND all such information and shall not retain copy thereof, unless mandatory by law.

9. Force majeure

Neither SFI SWITZERLAND nor Supplier shall be liable under the Agreement for non-performance of the terms of the contract as a result of force majeure. Force majeure means any circumstance arising after conclusion of the contract which could not be foreseen and is not within the powers of the parties to control. The party that relies on force majeure shall be obliged to inform the other party in writing without delay of the event arising and its probable duration. Otherwise such party shall not be able to rely on force majeure.

10. Final Provisions

- 10.1 Supplier shall not assign any claim against SFI SWITZERLAND to third parties without SFI SWITZERLAND's consent.
- 10.2 All legal relationships between SFI SWITZERLAND and Supplier shall be governed by and construed in accordance with Swiss substantial law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention 1980).
- 10.3 All disputes shall be exclusively referred to the courts of Lugano (Switzerland).
- 10.4 Supplier agrees that SFI SWITZERLAND electronically collects and processes its data.
- 10.5 Supplier may use SFI SWITZERLAND's name for its advertising purposes or as a reference only with SFI SWITZERLAND's prior written consent.
- 10.6 The invalidity of any clause under the Agreement shall not affect the validity of the other provisions.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO THE SUPPLY OF RAW MATERIAL FOR THE PRODUCTION OF HEALTHCARE PRODUCTS:

11. Supplier guarantees full compliance with the World Health Organization's "Standards in respect of the quality, packaging and transport of active ingredients and additional substances for the pharmaceutical industry", in particular:

11.1 Manufacturing Process

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

11.2 Composition of Deliveries

Supplier agrees that each delivery shall be made up of one lot if possible, i.e. it should form a homogeneous whole. The number of the lot shall 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 shall 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 Supplier.

Supplier represents and guarantees that every activity in the distribution of raw material for the production of health care products shall be carried out according to the principles of good distribution practice (GDP), as applicable.

11.3 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.

12. Quality assurance by the Supplier

Supplier shall operate a quality assurance system in conformity with the principles of Good Manufacturing Practice, the Hazard Analysis and Critical Control Points (HACCP) concept, with or without ISO 9001 certification. The goods shall be subject to regular quality checks by the Supplier as part of its self-checking system. Furthermore, special inspection plans or the regular submission of current analysis reports may be agreed. Supplier guarantees to supply only products, which conform to the agreed specifications and provisions as per clause 11 above.

The results of internal quality checks shall be retained by the Supplier for at least six months longer than the claimed storage life of the products. A retention time of five years shall apply to documents relevant to product liability. The Supplier shall grant SFI SWITZERLAND an unrestricted right to inspect quality documentation and to carry out process, product and system audits.

13. Product declaration

The labelling and declaration of products shall conform with provision under 11.3 or the legal minimum requirements. In particular, content, weight, origin, production code and dates of manufacture and use shall be disclosed. Safety indications should be included if required by law. Allergens shall be clearly and visibly disclosed by Supplier.

14. Changes to recipes

As a rule, the supply products of a quality at variance from the product specification shall be prohibited.

Supplier shall communicate any changes to raw materials, the product itself and production processes shall be communicated to SFI SWITZERLAND. Product samples and changed product specifications shall be made available to SFI SWITZERLAND for analysis and shall always be subject to acceptance by SFI SWITZERLAND expressly and in writing.

15. Traceability

Identification shall be sufficient to allow uninterrupted traceability of the goods in all cases.

16. Packaging

Supplier guarantees that packaging shall conform to the following ordinances and directives:

- * SR 817.023.21 Appendix 6 - List of authorised substances for the manufacture of packaging inks and requirements for such substances,
 - * 2004/1935/EC - Regulation on materials and articles intended to come into contact with foodstuffs,
 - * 2002/72/EC - Directive on plastic materials and articles intended to come into contact with foodstuffs and amendments 2004/1/EG, 2004/19/EC, 2005/79/EC, 2007/19/EC and 2008/39/EC
 - * 2023/2006/EC - Regulation on good manufacturing practices for materials and articles intended to come into contact with foodstuffs,
 - * 82/711/EEC - Basic rules necessary for testing migration of the constituents of plastic materials and articles intended to come into contact with foodstuffs.
- The printing on packaging shall be clean, undamaged and correct. Dirty and damaged packaging, including printed cartons, shall not be accepted.

17. Additional Representations and Guarantee of the Supplier

The material supplied by Supplier must meet the requirements for the technical characteristics as described in the specification issued by SFI SWITZERLAND. The material sold to SFI SWITZERLAND must be fit for purpose, authentic and produced without adulteration.

CHANGES IN MATERIAL CHARACTERISTICS

Supplier shall notify SFI SWITZERLAND before delivery, in case the material characteristics of the material supplied deviate from the agreed specifications, or notify of any regulatory changes (e.g. pharmacopeia updates), and changes in their design, composition, processing, location, reliability, specification or any condition could potentially impact quality and food safety parameters, functionality (including nutritional) and/or regulatory compliance thereof. Supplier must seek written consent of SFI SWITZERLAND for the delivery of material(s) deviating from the agreed specification, unless otherwise specifically agreed in writing. When a problem occurs, Supplier shall immediately hold the affected production in 'containment' to protect SFI SWITZERLAND and its customers from non-conformity. Supplier must be able to provide certificates and documents based on SFI SWITZERLAND requirements as noted in the purchasing specifications.

18. 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 SFI SWITZERLAND site in full compliance with the Swiss legislation, in particular: regulation:

on health and safety at workplace, SUVA directives, legislation on seconded workers (LDist), as well as the Swiss legislation on foreigners in 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 SFI SWITZERLAND for any damage or loss that may result from that block. In case of subcontracting, the primary contractor is jointly and severally liable to SFI SWITZERLAND, in respect of any violation of the mandatory Swiss legislation by the subcontractor, which has caused the damage, directly or indirectly, to the same.