

General terms and conditions Biogen Switzerland AG

Valid from 1 March 2020

1 Scope

The following general terms and conditions for logistics services (here-in after referred to as "GTC") regulate customers' goods purchases from Arvato Distribution GmbH (hereinafter referred to as "Arvato"). Arvato Distribution GmbH is entitled to apply these terms and conditions on behalf of the manufacturer or owner of the products (hereinafter referred to as "Biogen") in its dealings with customers. Wherever Arvato is referred to in these GTC, it is meant in its capacity acting on behalf of and under instruction from the Biogen.

Provisions deviating from these GTC shall only apply where alternative arrangements have been made directly between the Biogen and the customer. Arvato shall have no influence over the contractual relationship between the Biogen and the customer. The most recent version of the GTC always applies.

2 Delivery service

2.1 General delivery times

Provided Arvato receives an order by 4.00 p.m., the goods shall be delivered the following working day. Refrigerated products are always transported either in a cool box or via refrigerated transport and delivered from Tuesday to Friday.

Urgent same day deliveries can only be made for orders placed before 9.45am and upon specific customer request and depending on customer geographical location.

2.2 Retention of title

Delivered products remain the property of Biogen until full payment has been received.

The sale of the products shall be subject to reserved right of ownership, which shall apply to all components of the products, including accessories. Biogen shall retain the right of ownership to the products until the purchase price, including interest and any additional costs, has been paid in full. Upon special request from Biogen, Arvato is entitled to have the retention of title recorded in the relevant register at the customer's expense.

The customer must immediately inform Arvato of any lien or other confiscation of the products, and must also inform the appropriate payment collection enforcement authority of the existing security interest.

2.3 Delivery note

With every delivery, the customer shall receive a delivery note (packing list) including information on the products delivered, item number, batch and quantity.

2.4 Receipt of delivery

Upon receipt of the products, the customer shall immediately check that the delivery is complete and no damage has been caused, and confirm receipt. Any discrepancies shall be reported to Customer Services in writing within 5 (five) days of receipt, and in the case of damage sustained during transit should be sent with a photograph. If no such problems are reported within this period, it shall be deemed that the customer recognises that the delivery has been in accordance with the contractual obligations and that it was received in perfect condition.

3 Complaints / returns

Incorrect deliveries shall be checked by Arvato warehouse operations. A decision on what remedy to take (e.g. credit note, return, new delivery) shall be made in accordance with Biogen's guidelines. The customer must contact Arvato directly to enquire about the relevant terms and conditions (e.g. compliance with GDP guideline) or negotiate them directly with the Biogen. Arvato shall have no influence over the measures and/or terms and conditions decided upon. Fees will be charged for all returns resulting from erroneous customer orders.

4 Ordering and pricing system

4.1 Ordering system

Customers may only order goods from Arvato in writing (letter, fax, e-mail). Orders cannot be taken by telephone.

4.2 Pricing

The prices invoiced are those that were valid at the time the order was placed. The customer can request information on current prices from Biogen at any time. Biogen reserves the right to amend their prices at any time without prior notification. Details provided by Arvato are non-binding.

4.3 Delivery costs

The delivery costs of 12 CHF per order will be invoiced to the customer as of 16th March 2020. Prices provided by Biogen always take precedence. Details provided by Arvato are non-binding.

5 Invoicing and payment system

5.1 Invoicing

Arvato issues an invoice to customer on behalf of Biogen the following day after a shipment was executed. The customer may raise objections to an invoice within 5 (five) days, stating the precise reasons. Failure to do so shall result in the invoice being deemed to have been accepted. All outstanding amounts and amounts which have not yet fallen due shall fall due if the contract is terminated.

5.2 Payment conditions

The invoice amounts must be paid within the period stipulated for payment. Late payment shall result in default interest being charged at the market rate.

5.3 Consequences of delayed payment

If the customer has neither settled the invoice nor objected to the invoice in writing, stating reasons for doing so, by the payment deadline, Biogen may cease further services without advance notice, take further damage limitation measures, demand securities such as bank guarantees, assignment of book debts, refuse orders placed by the customer and/or cancel the contract with immediate effect and with no obligation to compensate the customer.

The customer shall bear all costs incurred due to delayed payment, such as administrative and reminder fees, late fees, legal fees and court costs.

5.4 Prohibition of offsetting

The customer is not entitled to offset costs.

6 Liability – Transfer of benefits and risks

6.1 Liability

Arvato and/or Biogen shall only be liable for damages incurred by the customer due to willful or grossly negligent conduct. Any further liability is excluded.

6.2 Transfer of benefits and risks

Benefits and risks shall pass to the customer at the time the products are handed over to him/her or, if the customer has concluded transportation insurance, when the products in question are handed over to the external transportation provider.

7 Data protection

The customer accepts that Arvato shall forward data to Biogen in the context of its business operations. This data may be gathered, stored and processed following the General Data Protection Regulation (GDPR) in place.

8 Healthcare regulations

Certain products may be supplied only to customers who are authorized to practice, operate or carry out a profession or who have another form of official permit. Authorization to supply or dispense products is governed by national and cantonal regulations.

By placing an order, the customer confirms that he/she has the required permits. The respective information is entered into the system as part of the initiation of the business relationship. The customer shall immediately inform Arvato of any circumstances which could compromise his/her authorization to practice or operate.

9 Applicable law and place of jurisdiction

The applicable law and the place of jurisdiction are stipulated in the contract between the customer and Biogen. Unless agreed otherwise, the courts of Zug shall have exclusive jurisdiction over disputes arising from these GTC, which are governed exclusively by Swiss law (with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and Private International Law.
