

General Terms and Conditions

1. Prices

As per current price list or as specified in a separate distribution agreement.

2. Delivery and shipping costs

Deliveries within Switzerland are free of charge for orders exceeding a minimum order value of **CHF 300**. For orders below the minimum order value, a flat-rate shipping fee of **CHF 15** for deliveries in Switzerland and **CHF 30** for export deliveries, respectively, will be charged. Requested express deliveries will be charged at actual cost. Medicinal products or active substances shipped abroad are dispatched from Arlesheim, Switzerland, in accordance with the shipping instructions and INCOTERMS specified in a separate distribution agreement. Transport damages must be reported to the carrier within 24 hours and to Lipomed AG within five (5) working days of receipt of the goods.

3. Terms of payment

The payment term for invoices is 30 days net unless otherwise agreed with Lipomed AG.

4. Return / Replacement Deliveries

Due to strict quality guidelines for medicinal products or active substances, Lipomed AG generally does not accept returns of legitimately sold and compliant medicinal products or active substances. Exceptions are only possible under the conditions outlined in **Section 4.1**. The purchasers of medicinal products or active substances undertake to ensure proper inventory management and optimal storage conditions to avoid returns. The FEFO (First Expired, First Out) principle must be demonstrably adhered to during inventory management; otherwise, any claims for refund will be void.

Refund Rules

4.1 Entitlement to Refund or Replacement Delivery

- 4.1.1 For incorrect deliveries, provided that Lipomed AG is notified with a delivery note within five (5) working days of receipt.
- 4.1.2 For substantial transport damages, provided that Lipomed AG is notified with a delivery note within five (5) working days.
- 4.1.3 Medicinal products that are recalled for reasons of drug safety by order of the authorities or on the initiative of Lipomed AG, provided that the return is made by the customer within five (5) working days of the recall.

4.2 No Entitlement to Refund or Replacement Delivery in the Following Cases

- 4.2.1 Incorrect orders.
- 4.2.2 Medicinal products or active substances, which are damaged, contaminated, or opened by the customer.
- 4.2.3 Packages that are not originally sealed.
- 4.2.4 Serialised medicinal products that have already been "decommissioned."
- 4.2.5 Unsaleable samples (e.g. pro medico, medical samples).
- 4.2.6 Non-compliance with the FEFO principle in inventory management or overstocking.
- 4.2.7 Export deliveries.
- 4.2.8 Medicinal products or active substances that have left the customer's area of responsibility (e.g. after dispensing to patients by a pharmacy or to customers by a wholesaler).
- 4.2.9 Packaging changes (e.g. design, etc.).
- 4.2.10 Medicinal products or active substances requiring specific storage conditions (e.g. 2–8°C).
- 4.2.11 Medicinal products or active substances controlled by narcotics legislation.

Returns will only be accepted under the following conditions:

- Returns must not fall under Section 4.2.
- Returns must be pre-notified, providing the customer number, invoice number, and batch number of the expired goods.
- Shipping costs of returns are at the customer's own expense. The goods must be returned to Lipomed AG with the fully completed return form. Only then a refund is possible.

For all returns that are refunded, the original delivery conditions apply.

5. Complaints

Any complaints must be reported in writing with detailed information and photos within five (5) working days of receipt of the goods to: qualityassurance@lipomed.com

6. Limitations of liability

The use of our medicinal products or active substances is at the prescriber's or user's own risk. Lipomed AG assumes no liability for direct or indirect damages arising from the use or misuse of the medicinal products or active substances unless due to gross negligence or intentional misconduct by Lipomed AG.

In principle, Lipomed AG assumes no responsibility and cannot be held liable for claims for damages of unapproved preparations intended solely for "compassionate use," "named patient use" or experimental medical use.

Effective date: December 2024

