



Himalaya Bio (Switzerland) SA – General Terms and Conditions of Sale

1. Validity

The present General Terms and Conditions of Sale apply to all transactions between Himalaya Bio and the buyer, unless otherwise agreed in writing. By placing an order, the buyer accepts the following terms. Any alternative terms of purchase proposed by the buyer shall only apply if they have been expressly accepted in writing by our company. Unless otherwise expressly agreed in writing, neither these General Terms and Conditions of Sale nor any transactions processed in accordance with them constitute a distribution agreement or any other kind of successive performance contract. We reserve the right to change or make additions to these General Terms and Conditions of Sale at any time.

2. Offers and Orders

Our written offers are valid in accordance with the information provided in the document in question. Orders are binding, even in the event that they are not signed. Any declaration made by the buyer is considered as acceptance only if it corresponds in full to our offer. Failure to respond to a counter offer proposed by the buyer should in no way be considered as indicating acceptance of the counter offer.

3. Prices

Unless otherwise agreed, our prices and any related charges are based on the price lists that are in force at the time the order is placed and are given in Swiss francs, exclusive of VAT.

4. Delivery periods and shipping

In general, orders within Switzerland are delivered within 5 days following the date on which the order was placed, provided that the terms of payment are met. In the event of a shipping delay, the buyer does not have the right to cancel the service at a later date or to withdraw from the contract and claim damages. Unless otherwise agreed, the FIFO (First In – First Out) principle applies to the minimum use-by date of our products. For each shipment, the goods delivered are those with the most recent minimum use-by date.

5. Payment

Our invoices must be paid, net and with no deductions, prior to delivery, unless otherwise agreed in writing by Himalaya Bio. If the buyer fails to make payment within the stipulated time frame, then this shall be considered as a payment delay. Himalaya Bio is not required to give the buyer any further warnings. We reserve the right to apply late payment interest of 5% to the invoiced amount. The goods shall remain the property of Himalaya Bio in their entirety until payment has been made in full.

6. Checking and taking delivery of goods

By signing our shipping documents, the buyer confirms that s/he has taken delivery of the goods. The buyer is required to check the condition and quantity of the goods delivered immediately after s/he has taken delivery of them. We must be notified in writing and in detail of any defects or delivery errors immediately or at the latest within 5 working days following the date on which the buyer took delivery of the goods (or as soon as s/he notes any hidden defects). If we do not receive such notification within the stipulated time frame, then we shall consider the shipment as being accepted. Any warranties are no longer applicable.

7. Warranty and liability

The warranty period applies until the minimum use-by date indicated on the product has been reached. Only demonstrable material or manufacturing faults in the goods delivered shall be considered as defects. The buyer is responsible for checking the goods to ensure that they are suitable for their intended purpose. The information that we provide only guarantees certain features if this is expressly stated in writing. In the event that we are notified of any defects in accordance with the terms set out in article 6, then we shall issue the buyer with identical goods to replace those that s/he returned. Any claims made by the buyer that fall outside the scope of the warranty shall be considered as invalid within the limits of the law. Irrespective of their cause, any claims for compensation made by the buyer for damages that were not caused by the goods themselves shall be considered invalid within the limits of the law. This includes interruption of production, use, earnings and orders, operational delays and any other direct, indirect, immediate or consecutive consequences. If actions or omissions on the part of the buyer result in injury to third parties or damage to the goods of third parties, or if third parties sustain damages in any other way that implicates us or affects us, then we reserve the right to take legal action against the buyer.

8. Returning goods

In addition to the terms stipulated in article 6, any goods that are considered defective or are delivered in error must be returned in their entirety and in their original packaging. They must be returned by the date agreed in advance by the two parties. The delivery slip and possibly a copy of the invoice must be enclosed with the returned goods.

9. Applicable law and place of jurisdiction

This legal relationship is subject to Swiss substantive law. The place of enforcement and jurisdiction is the registered office of Himalaya Bio (Switzerland) SA, located at Rue des Pierres-de-Niton 17, 1207 Geneva/Switzerland. However, Himalaya Bio reserves the right to bring an action against the buyer before any other court having jurisdiction.

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