

Novartis Consumer Health SA

General Contractual Conditions

1. Orders

Purchase Orders shall be valid only if they have been issued in writing by Novartis Consumer Health SA with the format DO followed by numbers (E.g. DO#####) as well as a reference person (i.e. The person to contact should you have any questions about your order).

2. Delivery deadline

- 2.1. The delivery deadline will be set out in the order. Any delays must be notified to Novartis Consumer Health SA immediately and shall entitle Novartis Consumer Health SA to withdraw from the contract without advance warning or setting a grace period and to lodge claims for damages.
- 2.2. The Supplier may invoke the absence of essential documentation to be supplied by Novartis Consumer Health SA or complementary items or documentation only if it has requested such documents or items in writing. The delivery deadline may only be amended through mutual agreement.

3. Shipment, labelling

- 3.1. Shipment shall be effected in accordance with the conditions stipulated on the order.
- 3.2. The Supplier shall be liable for proper packaging. The Supplier shall answer for any loss or damage incurred as a result of defective packaging or instructions concerning handling.

4. Warranty

- 4.1. The Supplier shall be liable for defects in title and in quality and for warranted characteristics pursuant to the stipulations of the Swiss Code of Obligations. Characteristics specified by Novartis Consumer Health SA in the order shall be deemed to be warranted characteristics in the absence of any written agreement to the contrary. The Supplier must call attention to possible factors that could impair the suitability for use of the item supplied. If so requested by Novartis Consumer Health SA, the Supplier shall also be obliged to carry out subsequent rectification of defects.
- 4.2. The contractual goods or service to be supplied must comply with the statutory regulations and any existing industry stipulations.
- 4.3. This order shall be placed subject to the condition that the goods to be supplied conform with acknowledged rules of technology and are constituted in such a way that when used in accordance with instructions and subject to the application of appropriate care, neither life nor health shall be jeopardised. The warranty shall commence upon signature of the acceptance report. It shall be extended by the period of time during which any technical installation is out of use for the purposes of eliminating defects.
- 4.4. Payment of the contract price shall not imply waiver of the right to assert warranty or compensation claims.

5. Infringements

NCH SA favours third party suppliers who share social and environmental values, as outlined in its policies and procedures "third party code". The Supplier shall also be responsible for ensuring that no third party rights (copyrights, patents, trade mark rights, etc) nor any statutory provisions are infringed by the item supplied. The Supplier shall indemnify Novartis Consumer Health SA fully against any third party compensation claims brought as a result of such infringements.

6. Installation

If the Supplier is obliged to carry out the installation, such installation work shall be included in the contract price, unless a separate charge has been agreed.

7. Work carried out in Novartis Consumer Health SA properties

- 7.1. Where work is to be carried out in Novartis Consumer Health SA properties, the Novartis Consumer Health SA safety directive shall apply in addition to these General Contractual Conditions.
- 7.2. The Supplier shall be liable for all losses or damage caused either intentionally or accidentally by it or by persons acting on its instructions whilst carrying out work in Novartis Consumer Health SA properties.

- 7.3. If so requested by Novartis Consumer Health SA when the contract is agreed, the Supplier shall furnish proof of the existence of third party liability insurance of an appropriate value covering personal injury and material and pecuniary losses.

8. Confidentiality, rights of reproduction, templates, etc.

- 8.1. Templates, drawings, printing plates, etc. supplied by Novartis Consumer Health SA shall remain the property of Novartis Consumer Health SA and may be utilised by Suppliers only for the purposes of manufacturing the item ordered and not for any other purpose. The Supplier must return these to Novartis Consumer Health SA immediately after use unbidden and without retaining any copies or print-outs.
- 8.2. The order and all information, details and studies relating thereto constitute trade secrets and must therefore be treated confidentially by the Supplier. This obligation shall also be enforced by the Supplier in respect of its employees and salaried staff.

9. Supplier's subcontractors

The Supplier shall be responsible for ensuring that its own suppliers comply with these contractual conditions.

10. Prices and billing

- 10.1. Invoices without a valid Purchase Order will be returned to the supplier.
- 10.2. The name of the reference person and the Purchase Order number (i.e. DO#####) must be referenced on the invoice. Invoices without a Purchase Order reference will be returned to the supplier.
- 10.3. Unless agreed otherwise in writing, the stated prices shall be deemed to be fixed prices up until the date of delivery. Additional charges are a breach the General Contractual Conditions and not recognised by Novartis Consumer Health SA. Invoices containing additional charges will be returned to the supplier.
- 10.4. Unless agreed otherwise in writing or as set out in the order, all deliveries, including partial deliveries, shall be billed immediately upon despatch. The invoice must make it clear whether the items listed constitute complete or partial deliveries or balances from deliveries. No invoices may be included with the goods.
- 10.5. All invoices must be sent to the following address:
**OTC Finance Services,
Novartis Consumer Health SA,
P.O Box 1279,
Route de l'Etraz
CH – 1260 Nyon,
Switzerland.**
Or email: novartis_otc.account_payable@novartis.com

If it is not possible to post the invoice on the date of despatch, a written notice of despatch must be sent to Novartis Consumer Health SA.
- 10.6. If the item is delivered to a third party, Novartis Consumer Health SA must be sent a copy of the despatch note.

11. Payment terms

Unless agreed otherwise in writing or as set out in the order, the payment terms are 60 days from receipt by Novartis Consumer Health SA of invoice. A separate invoice must be sent to Novartis Consumer Health SA for each part-payment to be made.

12. Place of performance

The place of performance shall be that stipulated on the order. The right of use and the risk shall pass to Novartis Consumer Health SA in this place.

13. Applicability of General Contractual Terms

This order shall be governed by our "General Contractual Conditions". Order confirmations seeking to modify these conditions shall be ineffective and shall only have the effect of a confirmation on your part in relation to the order placed by us in accordance with the "General Contractual Conditions".

14. Applicable law and place of jurisdiction

Canton Vaud is hereby agreed as place of jurisdiction. Swiss law shall apply. All litigations shall be brought to court of the canton of NCH SA's commercial registration site.

Note:

- **Unless rejected in writing by the Supplier within 5 days, the order and therefore also these General Contractual Conditions shall be deemed to have been accepted.**
- **In the event of conflict between the order incorporating these "General Contractual Conditions" and a valid written contract between the parties which relates to the subject matter of the order, the valid written contract shall prevail.**