

General Terms and Conditions of Johnson & Johnson AG

1. Scope

- 1.1 These General Terms and Conditions are an integral part of all customer contracts of the MedTech Division of Johnson & Johnson AG (Surgery, Cardiovascular and Orthopedics) which refer to these General Terms and Conditions. The validity of deviating general terms and conditions is excluded.
- 1.2 Should individual provisions of these General Terms and Conditions conflict with provisions which the contracting parties have agreed in other contractual documents, the latter shall take precedence over these General Terms and Conditions.
- 1.3 These General Terms and Conditions are subject to change at any time. These will be communicated to the customer by circular or other suitable means.

2. Prices and terms of payment

- 2.1 The prices in the current price list apply. We reserve the right to make changes at any time.
- 2.2 The prices according to the delivery bill or price list are exclusive of VAT. VAT is shown separately on the invoice.
- 2.3 Invoices are payable in Swiss francs within 30 days of the invoice date without deductions.
- 2.4 We reserve the right to charge a surcharge for orders with a value of less than CHF 400.

3. Shipment and transfer of benefit and risk

- 3.1 Deliveries are made "DDP" (Delivered duty paid, Incoterms 2020).
- 3.2 Additional costs for courier, In-night and express deliveries, as well as special packaging, will be charged to the customer additionally.
- 3.3 An on-call service is available for telephone orders on Saturdays, Sundays and public holidays at Johnson & Johnson AG locations. An additional lump sum per order will be charged for orders placed on these days.
- 3.4 Johnson & Johnson AG reserves the right to make partial deliveries and render partial services.
- 3.5 The transfer of benefit and risk for all products, including rental sets and goods from direct sales, shall take place upon handover to the customer or his authorized representative. From this point on, the customer bears the risk of loss, damage or deterioration of the products, regardless of the cause.

4. Inspection, acceptance & return

- 4.1 Upon receipt of each delivery, the customer is obliged to inspect it immediately. Johnson & Johnson AG must be notified in writing of any recognizable transport damage within 24 hours of the delivery date. Johnson & Johnson AG must be notified in writing of any recognizable defects within 10 days. If no recognizable defects are notified within this time, the delivery and the service shall be deemed approved.
- 4.2 The customer has no claim to returns that are not covered by the warranty (see point 8). Any return requires the prior express written consent of Johnson & Johnson AG. In addition, the return shipment must be made properly. The return is only confirmed upon receipt of a return receipt, which must be enclosed by the customer with the return shipment.
- 4.3 Unsuitable or erroneously ordered sales products can be returned within 30 days of the delivery date for a full credit note. After expiry of this period or in the case of unauthorized returns, a refund is excluded.
- 4.4 It is not possible to return goods in the following cases:
 - a) Opened, damaged or labeled original packaging
 - b) Products that have been removed from the current sales program
 - c) Products with an expiry date of less than 12 months
 - d) Custom-made products
 - e) Temperature-sensitive products

5. Selection consignments

All products in a selection shipment are deemed to have been purchased and will be invoiced if the unwanted items are not returned within 10 days of the delivery date. Returns must be made in undamaged condition, including the original packaging and label.

6. Orthokits (rental sets)

- 6.1 Rental sets are provided for a single operation for a rental fee. With regard to the rental sets, the following special provisions of point 6 take precedence over the generally applicable provisions of these General Terms and Conditions.
- 6.2 The order for a rental set must be received together with the customer's internal order number at least two working days before the planned operation. No order can be entered without an internal customer order number. The availability of a rental set is not guaranteed.
- 6.3 The rental material must be returned on the day following the operation, regardless of whether it is returned by the customer directly or via a third-party partner. Additional rental days will be charged. Rental sets that are not returned on time or are incomplete may be subject to an additional expense. Missing or damaged rental material components will be invoiced.
- 6.4 The rental sets must be returned in a cleaned and disinfected (decontaminated) condition and the corresponding confirmation must be enclosed with the rental set. Any necessary subsequent cleaning and decontamination will be charged at cost.
- 6.5 Customers undertake to send the consumption report to Johnson & Johnson AG in writing within 5 days of the date of the operation. If this notification is not made on time, the consumption will be invoiced in full according to the inspection result.
- 6.6 To bridge the repair of a defective customer device, Johnson & Johnson AG can provide the customer with a loan device. Johnson & Johnson AG reserves the right to charge a provision fee for each loan process.
- 6.7 Johnson & Johnson AG accepts no liability for delays, damage or other defects caused by third parties.

7. Invoicing

All complaints about invoices must be submitted in writing to Johnson & Johnson AG within 30 days of the invoice date. After expiry of this period, the invoices shall be deemed approved and recognized.

8. Warranty

- 8.1 The warranty period is 12 months from the date of delivery. During the warranty period, the customer's claim is limited to the assumption of the costs for the repair or free replacement of the defective product. All further claims are excluded to the extent permitted by law.
- 8.2 Replacement products become the property of Johnson & Johnson AG again. Replacement products have the same warranty as the original product from the date of delivery.
- 8.3 The warranty shall lapse if the customer does not immediately take all appropriate measures to minimize the damage and give Johnson & Johnson AG the opportunity to rectify the defect. Excluded from the warranty and liability are defects for which Johnson & Johnson AG is not responsible, such as improper handling, use in disregard of the respective valid instructions for use (e.g. when combining Johnson & Johnson AG products with products from other manufacturers, loss of sterility, incorrect and excessive use, impermissible combination of material types, second or multiple use of a product that can be used only once, use outside the indication, use outside the expiration date) as well as for wear and tear and aging of the products.

9. Recalls

In the event of a product recall, the customer is obliged to provide support in factual, legal and/or administrative matters.

10. Miscellaneous

Both parties acknowledge that in the performance of these General Terms and Conditions they will comply with all the applicable import, customs and export control laws, as well as all trade and economic sanctions laws, regulations and directives of the United States, the United Kingdom, the European Union, Switzerland and/or any other applicable jurisdiction.

11. Applicable law/jurisdiction

- 11.1 The exclusive place of jurisdiction is the registered office of Johnson & Johnson AG, Zug. The right is reserved to take legal action against the customer before the competent court of his place of residence or registered office or any other competent court.
- 11.2 The legal relationship shall be governed by Swiss law (excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG)).