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### **General Terms and Conditions (GTC) VICTORIA PHARMACY ZURICH – WHOLESALE**

These GTC's between Victoria Pharmacy Zurich (hereafter called Victoria Pharmacy) and buyer (hereafter called customer) are valid for orders placed at Victoria Pharmacy Zurich Wholesale ([www.pharmaworld.com](http://www.pharmaworld.com)). Victoria Pharmacy Zurich is a fully licensed pharmaceutical wholesaler according to GDP guidelines, controlled by Swiss health Authority Swissmedic ([www.Swissmedic.ch](http://www.Swissmedic.ch)). For customers placing orders at Victoria Pharmacy Zurich wholesale the following GTC apply. We reserve the right to change these GTC's at any time. By making use of our services the client is regarded as accepting the GTC without any objection. Medicine or medicinal product defined as such by Swiss health authorities can be delivered only to a beneficiary authorized by local authorities to deal with and to import foreign medicine. A copy of the WDL has to be sent to Victoria Pharmacy prior to first order.

#### **1. Object of agreement**

The Victoria Pharmacy sells to the customer the specified products to the following order conditions (GTC). In any case, these GTC is an integral part of the sales contract. Once the customer has initiated the purchase order, the purchase contract is binding. By submitting the order, the customer confirms the authorization to purchase drugs under the laws of the destination country. Any legal action that might be brought against the customer, if not acting in accordance to the regulations and importation laws applied by the government of the destination country, is solely the responsibility of the customer.

#### **2. Prices and local duties**

In general, the order is placed after a previous offer from Victoria Pharmacy. The prices are valid as of the day of Victoria Pharmacy's offer. The quoted prices are under the proviso that no database errors have been made. Once the order is placed, it is binding for the customer. The prices offered are generally excluding shipping charges (ex works), these will be charged separately. For clients in Switzerland VAT is included in the prices. For customers from abroad it is explicitly pointed out that the local taxes such as value-added tax (VAT) and customs duties etc. are not included in the offer. The compliance with the local customs rules is the customer's responsibility. Unless agreed otherwise, prepayment according to a detailed pro forma invoice is kindly requested. The Victoria Pharmacy reserves the rights to not accept and supply orders without giving reasons. In this case the customer will be notified immediately.

#### **3. Products**

Victoria Pharmacy Zurich has a quality assurance system (ISO 9001: 2008) which ensures that all products are obtained from reliable sources and supplied only by certified suppliers or manufacturers. All product details and information Victoria Pharmacy provides to the customer during the ordering process, come directly from the manufacturer and are binding in this respect. The labeling of the product or package leaflets is usually in GERMAN LANGUAGE. Variation is possible in individual cases.

#### **4. Delivery passing of risk**

Unless agreed otherwise, deliveries are effected for the account and at the risk of the purchaser. In the absence of any other agreement the risk will pass to the customer, as soon as the shipment is transferred to the courier or the forwarding agent. If the dispatch is delayed for any reasons beyond our control or if the customer fails to accept delivery of the order, the risk shall pass to the customer upon receipt of the notice that the goods are ready for dispatch. After confirmed order, the products are delivered as soon as possible to the address specified by the customer. In case of incomplete or incorrect address information, the Victoria Pharmacy disclaims any responsibility, if the order does not arrive at the order destination. For orders which cannot be delivered, the customer shall not receive any refund. It is the customer's responsibility to strive for the delivery by the carrier (postal, courier company). Part deliveries are acceptable if the product is on backorder etc. The average delivery time for deliveries within Switzerland is about 3-4 working days for shipments abroad about 7-10 business days. In individual cases, longer delivery time is possible, the customer will then be informed accordingly. If the ordered product is no longer available or long time backorder by manufacturer, the Victoria Pharmacy reserves the right to cancel the order, after informing the customer. Unforeseen obstacles to delivery, such as force majeure, strike, operational disturbances in the own firm or in those of our suppliers, transportation difficulties, etc. may delay the delivery, but do not qualify customers to cancel order. If the delay lasts longer than 20 working days a consensual solution is sought between customer and Victoria Pharmacy. Refrigerated goods will be sent in consultation with the customer while Victoria Pharmacy takes all measures to assure prompt delivery. The customer is responsible for obtaining the appropriate import papers. If medicines which are to be kept in cooler (2-8°C or at special storage conditions) are delayed for any reason, risk completely lies with client and no refund is done in any case.

#### **5. Return Policy**

The return of purchased goods is usually excluded. There is no obligation to supply a replacement if the product is allegedly damaged, especially in case of modification of the goods by the customer. An exchange of damaged goods can be done only by prior arrangement with the Victoria Pharmacy. Refrigerated goods cannot be returned nor will they be exchanged or credited.

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#### **6. Warranties and liability**

A notification of damaged products, incomplete delivery or other deficiency must be made within 24 hours after receipt of delivery (Victoria Pharmacy Zurich + 41 43 344 60 60 or e-mail to [info@pharmaworld.com](mailto:info@pharmaworld.com)). Seven working days after receipt of the products, complaints by customer cannot be accepted anymore.

The delivered goods remain the property of Victoria Apotheke until all their claims against the customer arising from the business connection have been fulfilled. For customers from abroad is explicitly pointed out that local customs regulations must be observed and the Victoria pharmacy cannot accept any responsibility. In the event the requested products are detained and seized by foreign customs the risk of loss or delayed delivery lies completely with the customer. This applies particularly to the shipping of refrigerated goods. The customer bears the risk of transportation, the responsibility is transferred to the customer as soon as the goods are handed over to the transport company. If the goods are damaged or delivered incompletely, the customer shall send a report to the transportation company immediately and claim for refund.

If necessary, Victoria Pharmacy will assist you to find an accommodating solution with the transport company.

#### **7. Privacy**

The customer agrees that his personal data will be stored and processed as a part of the business relationship. Personal data will not be passed on to third parties. The customer accepts to be informed by Victoria Apotheke about new products and services as needed.

#### **8. Copyright**

Victoria Pharmacy ([www.pharmaworld.com](http://www.pharmaworld.com)) reserves all rights (copyright) for every design, text, graph on its website. Copying or any other reproduction of the entire website or parts of this website is only permitted for the purpose of placing an order with [pharmaworld.com](http://pharmaworld.com). The name [pharmaworld.com](http://pharmaworld.com), all page headers, navigation bars, graphics and button icons are registered brands, trademarks or service marks mentioned on this website. All other trademarks, product names and company names or Logos are the sole property of their respective owner. Before passing them on to third parties the customer needs written consent of the Victoria pharmacy.

#### **9. Jurisdiction and Applicable Law**

Our business activities are based exclusively on Swiss law. Jurisdiction is Zurich. Customer agrees that, any dispute that may arise between customer and Victoria Pharmacy Zurich shall be resolved under the laws of Switzerland. Customer agrees that the courts located in Zurich Switzerland shall have sole and exclusive jurisdiction over any dispute between client and Victoria Pharmacy Zurich.

#### **10. Final Provisions**

Victoria Pharmacy Zurich reserves the right to change these GTC at any time.

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