

PHAR – General Terms and Conditions for Suppliers

1. Object

- 1.1. These General Terms and Conditions govern the legal relationship between PHAR SA (hereinafter “PHAR”), with its registered office in Lausanne, and the suppliers affiliated with its Purchasing Center (hereinafter: the “Supplier”).
- 1.2. PHAR acts as an intermediary to facilitate transactions between the Members of its Purchasing Center and affiliated Suppliers, in the field of procurement outsourcing. The mandates executed may involve a wide range of services and transactions.

Where expressly agreed by the Parties, PHAR's activity may also involve the acquisition of goods, services, or products on behalf of clients.

2. Contractual Documents – Incorporation of the General Terms and Conditions

- 2.1. The contract itself and these General Terms and Conditions constitute the entire agreement between the Parties and supersede all prior agreements, regardless of their form.
- 2.2. By signing the contract, the Supplier unconditionally accepts these General Terms and Conditions and confirms having duly taken note thereof.

3. Supplier's Obligations

- 3.1. The Supplier undertakes to grant Members of the Purchasing Center preferential purchasing conditions, based on the results of the negotiations periodically conducted with PHAR.
- 3.2. The Supplier undertakes to maintain the purchasing conditions in force as long as they have not been replaced by a new agreement with PHAR.
- 3.3. For each fiscal year, the Supplier undertakes to provide PHAR with a list detailing the turnover achieved, and any other data necessary for the identification and breakdown of the results for each Member. This communication shall be made no later than the end of January of each year.

4. PHAR's Obligations

- 4.1. PHAR undertakes to list the Supplier in the catalogue made available to its Members.
- 4.2. The Supplier shall receive in particular the announcements and periodic listings issued by PHAR.
- 4.3. The listing of Suppliers shall be based on the principle of equality. Subject to this reservation, PHAR has sole authority to determine the listing procedures appearing in its documents.

5. Cost of Services

5.1. Listing Fees

- 5.1.1. PHAR shall invoice the Supplier listing fees, which may be charged annually, quarterly, or monthly. The contract concluded between the Parties determines the agreed amount and due dates.

Listing fees are agreed on a regional or national basis depending on the Supplier's delivery region.

- 5.1.2. VAT shall be added to the amount of the listing fees and will be shown separately on the invoices. It is payable within the same time frame as the fees.

The applicable VAT rate is the rate in effect on the date the contract is signed. PHAR is authorized to adjust this rate on invoices in the event of legal changes, without the need to amend the contract.

- 5.1.3. The agreed listing fees must be paid in advance, into PHAR's bank account, without deductions.

In the event of late payment, a reminder shall be sent to the Supplier. If the amount remains unpaid within the granted time period, the Supplier shall be considered in default without further notice. PHAR then reserves the right to:

- Increase the outstanding amount with default interest at a rate of 5% per annum, starting from the contractual due date;
- Invoice future services on a quarterly advance basis for the annual fee;

- Suspend the Supplier from its listing until full payment of the overdue amounts and inform its Members of any resulting consequences concerning the payment of turnover rebates.

In the event of late payment, the Supplier shall also pay reminder fees, set at CHF 20 for a first reminder and CHF 50 for each subsequent reminder.

Without prejudice to the above, PHAR also reserves the right to immediately terminate the contract with the Supplier who is in default.

- 5.1.4. PHAR reserves the right to adjust the listing fees to reflect the increase in the cost of living, based on the official Swiss Consumer Price Index.

Tariff adjustments shall take effect on 1 January each year, based on the Index level from the preceding month of November. The reference Index is that of the month in which the contract was concluded.

5.2. Rebates in Favour of PHAR

- 5.2.1. The Supplier undertakes to retrocede to PHAR a percentage of the turnover achieved with Members purchasing from it. This percentage and the terms of payment are defined in the contract.

- 5.2.2. The Supplier shall periodically prepare a statement for PHAR detailing the turnover achieved, specifically itemizing the amounts realized by each Member with which it has business relations.

- 5.2.3. The Supplier shall not be entitled to withhold the total rebate owed to PHAR. Only the portion attributable to Members who are in default of their obligations may be retained.

5.3. Rebates in Favour of Members

- 5.3.1. The Supplier undertakes to retrocede to Members of PHAR purchasing from it a percentage of the turnover achieved. This percentage and the payment terms are defined in the contract.

- 5.3.2. The rebate owed to Members shall be paid to PHAR, which assumes responsibility for transferring it to the rightful beneficiaries.

- 5.3.3. The Supplier is entitled to withhold payment of rebates due to a Member only

if that Member has failed to meet its obligations and has been formally put in default without rectifying the situation.

- 5.3.4. PHAR shall be kept informed of the conditions applicable between the Supplier and the Member, including in cases where their contractual relationships are subject to additional terms.

5.4. Common Provisions Concerning Rebates

- 5.4.1. The Supplier undertakes to pay the rebates mentioned in sections 5.2 and 5.3 above within the time limits agreed in the contract.

- 5.4.2. In the event of late payment, default interest of 5% per annum shall be due without further notice from the agreed due date.

- 5.4.3. The Supplier undertakes to respond without delay to any claim raised by PHAR, particularly in the event of missing data, up until 31 July of the following year. Once the data has been transmitted and reconciled, the Supplier shall have a period of 30 days to make the corresponding payment.

6. Responsibilities

- 6.1. Contractual relationships between Members of the Purchasing Center and Suppliers are governed by separate agreements binding them mutually. PHAR is not a party to these contractual relationships and therefore shall not be held liable for any failure to perform obligations arising therefrom.

- 6.2. The relationship between the Member and the Supplier is governed by a separate contract to which PHAR is not a party. PHAR shall therefore not be held liable in the event of non-performance of their respective obligations.

- 6.3. PHAR does not guarantee the success of negotiations or transactions between Members and Suppliers.

7. Data Protection

- 7.1. The Parties undertake to comply with the provisions of Swiss data protection legislation. They undertake to effectively protect the data produced and exchanged in connection with the execution of the contract against any unauthorized access.

They shall in particular take all measures that can reasonably be expected from them from an economic, technical, and organizational standpoint to ensure that third parties cannot unduly access data exchanged in connection with the execution of the contract.

- 7.2. The Parties undertake to retain and process the data transmitted to them exclusively for the purposes of the contractual relationship between PHAR, the Supplier, and the Members.

This commitment applies to all data brought to their attention in connection with their respective obligations (turnover; quantity and type of supplies, etc.). Under no circumstances shall such data be transmitted to third parties.

- 7.3. Personal data provided in connection with the contractual relationship between the Parties shall be collected, recorded, stored, and processed by PHAR in order to carry out commercial transactions. After termination of the contractual relationship, the stored data shall be retained. By entering into a contract, the Supplier consents to this data processing, including for the period following the termination of the contract. The Supplier agrees that its data may be transmitted, after duly being anonymized, to the extent necessary for the performance of PHAR's commercial activities.

8. Confidentiality

The Parties undertake to treat as confidential all facts and information that are neither public nor accessible to the general public and whose nature implies, according to the principle of good faith, an interest in maintaining secrecy. In case of doubt, such facts and information shall be treated as confidential.

The Parties agree to use the information disclosed to them exclusively within the framework of the agreed services. Subject to any legal obligations, such information may not be disclosed to third parties without the express prior consent of the other Party. The obligation of confidentiality exists prior to the conclusion of the contract and

continues after the termination of the contractual relationship.

9. Amendments and Adaptations to the Contract

- 9.1. Any amendments or additions to the contract, as well as its termination, shall require written form to be valid. Communications by email are considered to meet the written form requirement. In this respect, it is incumbent upon the Parties to spontaneously and without delay communicate any change of address.
- 9.2. In the event of a conflict between the provisions of the applicable documents, the order of priority shall be as follows: contract, general terms and conditions, offers.
- 9.3. Should any provision of the contract be found to be null or unlawful, the validity of the remainder of the contract shall not be affected. In such a case, the Parties shall agree on a valid substitute provision which, from an economic standpoint, comes as close as possible to the provision being replaced. The same shall apply in the event of a contractual gap.

10. Amendments and Adaptations to the General Terms and Conditions

- 10.1. A copy of these General Terms and Conditions is provided to each Supplier upon signature of the contract concluded with PHAR.

The General Terms and Conditions shall remain accessible to Suppliers at all times via PHAR's website.

- 10.2. PHAR reserves the right to amend the General Terms and Conditions applicable to contracts with its Suppliers at any time. The new version shall enter into force upon its publication on PHAR's website (www.phar.swiss). Each amendment shall be communicated to Suppliers by electronic mail. Any amendment shall be deemed accepted after a period of thirty days without response from the concerned parties.

11. Duration and Termination of Contractual Relations

11.1. The term of the contract is determined in the agreement concluded between PHAR and the Supplier.

11.2. Upon expiry of the initial contractual term, the contract shall be automatically renewable from year to year unless terminated by either Party with nine months' notice prior to its expiry.

In any event, listing fees and the payment of rebates shall remain due until the end of the contractual term.

11.3. In the presence of just cause, the contract may be terminated at any time with immediate effect.

Just cause shall include, in particular, the Supplier being in default of payment of amounts due or being in a state of financial distress.

12. Dispute Resolution

12.1. In the event of any dispute relating to the conclusion, interpretation, or performance of the contract, the exclusive place of jurisdiction shall be the registered office of PHAR.

12.2. Swiss law shall be exclusively applicable.

13. Entry into Force

These General Terms and Conditions shall enter into force on 01 October 2025.