

PHAR – Member Terms and Conditions

1. Object

- 1.1. These Terms and Conditions govern the legal relationship between PHAR SA (hereinafter: "PHAR"), with its registered office in Lausanne, and natural or legal persons wishing to join its Central Purchasing Office (hereinafter: "the Member").
- 1.2. PHAR acts as an intermediary to facilitate transactions between Members of its Central Purchasing Office and affiliated Suppliers, in the field of purchasing subcontracting. Mandates may involve a wide range of services and transactions.
To the extent expressly agreed by the Parties, PHAR's activities may also include the procurement of goods, services, or products on behalf of clients.

2. Contractual Documents – Integration of Terms and Conditions

- 2.1. The contract itself and these Terms and Conditions constitute the entire agreement between the Parties and supersede any prior agreement, regardless of its form.
- 2.2. By signing the contract, the Member unconditionally accepts these Terms and Conditions and confirms having read them.

3. Membership Fees

- 3.1. PHAR receives remuneration in the form of membership fees, payable annually, quarterly, or monthly. The contract defines the amounts and payment deadlines. For certain purchasing programs, PHAR also receives a commission on rebates paid by Suppliers to Members, as specified in the contract.
- 3.2. VAT, added to the membership fees, will be shown separately on invoices and is due within the same period as the fees. The applicable VAT rate is the one in force at the date of contract signature. PHAR may adjust this rate in the event of legal changes, without modifying the contract.
- 3.3. Membership fees must be paid in advance, into PHAR's bank account, without deduction.
In case of non-payment, a reminder will be sent. If payment is not made within the

stipulated period, the Member will be in default, and PHAR may, cumulatively or alternatively:

- Apply a 5% default interest from the contractual due date;
- Invoice future services quarterly in advance for monthly fees;
- Suspend services until full payment is received.

Flat-rate reminder fees apply: CHF 20 for the first reminder and CHF 50 for subsequent reminders. PHAR also reserves the right to terminate the contract immediately in case of default.

- 3.4. PHAR may adjust membership fees to account for inflation, based on the Swiss Consumer Price Index. Adjustments take effect on January 1st each year, according to the index for November of the previous year compared with January 1st of the prior year, the Swiss Official Consumer Price Index.

Tariff adjustments will take effect on 1 January of each year, based on the level of the Index for the previous November, compared with that in force on 1 January of the previous year.

4. Responsibilities

- 4.1. The contractual relationships between Members and Suppliers are governed by specific agreements. PHAR is not a party to these contracts and is not responsible for any non-performance.
- 4.2. PHAR acts only as an intermediary for the transfer of rebates and cannot be held liable for non-payment by a Supplier.
PHAR undertakes to use all reasonable efforts to ensure obligations are met but does not guarantee results to the Member.
- 4.3. The Member must immediately review the rebate statements provided by PHAR and submit any claim by May 31st of the current year for the previous year. Otherwise, the statement is deemed accepted.

- 4.4. If a claim is justified, PHAR will contact the relevant Supplier, and once payment is received, transfer the amount to the Member.
- 4.5. PHAR does not guarantee the success of negotiations or transactions between Members and Suppliers.

5. Data Protection

- 5.1. The Parties undertake to comply with Swiss data protection laws and to protect information exchanged from unauthorized access.
- 5.2. Personal data collected in the context of the contractual relationship is recorded, stored, and processed by PHAR for business purposes. Data is retained after the contract ends. By signing, the Member consents to this processing, including after termination.

6. Confidentiality

- 6.1. The Parties agree to treat as confidential any facts or information that are not public and whose nature implies an interest in secrecy. Information may only be used for the agreed services and not disclosed to third parties without prior consent, except as required by law.
- 6.2. The Member authorizes PHAR to use statistics and data received in the purchasing mandate for its internal purposes.

7. Amendments and Adaptations to the Contract

- 7.1. Any modifications, additions, or termination of the contract must be in writing; emails are considered valid written form.
- 7.2. In case of contradictions between documents, the priority order is: contract > Terms and Conditions > offers.
- 7.3. If any provision is invalid or unlawful, the remainder of the contract remains valid. Parties will agree on a valid substitute provision economically as close as possible to the original.

8. Changes to Terms and Conditions

- 8.1. A copy of these Terms and Conditions is provided to the Member at contract signing and is accessible at www.phar.swiss.
- 8.2. PHAR may modify these Terms at any time. New versions take effect upon publication and are deemed accepted 30 days after email notification, if no response is received.

9. Duration and termination of contractual relationships

- 9.1. The duration of the contract is agreed in the contract concluded between PHAR and the Member.
- 9.2. Either party may withdraw from the contractual relationship in accordance with the time limits set out in the contract. Contributions remain due until the end of the contract.
- 9.3. If there are good causes, the contract may be terminated at any time with immediate effect.
- In particular, the fact that the Member is in default in the payment of his contributions or the fact that he is in an overburdened situation are considered to be justified.

10. Dispute Resolution

- 10.1. The exclusive jurisdiction is the registered office of PHAR.
- 10.2. Swiss law exclusively applies.

11. Effective Date

These Terms and Conditions come into force on 01.10.2025.