

Terms & conditions of purchase for COVID-19 self-test kits

[Company] (hereinafter referred to as the "Buyer") has ordered COVID-19 self-test kits for the employees listed in Annex 1 (hereinafter referred to as "Employees") on the following terms & conditions:

1. Purchased item and additional services

- 1.1. Once the Buyer places the order, Zur Rose will provide the Employees with 1,000 ROCHE SARS-CoV-2 Rapid Antigen Tests Nasal, packaged in packs of five units, as instructed by F. Hoffmann-La Roche Ltd. A five-pack will contain enough material to perform five full tests as well as user instructions in three national languages for patients (hereinafter referred to as "self-test kits").
- 1.2. Zur Rose will provide a tutorial video on its website for Employees on how to perform the self-test as well as a Q&A to answer the most important questions. The Employees may also contact Zur Rose's customer service to receive specialist advice. The relevant contact details are provided on the Zur Rose website.

2. Delivery

- 2.1. Zur Rose will send the self-test kits to the Employees at the following delivery address either through its own delivery service or through a third-party delivery service:
[Delivery address, contact person, date of birth]
- 2.2. The self-test kits will be delivered as follows, subject to availability:
within two working days of receipt of the order.

3. Obligations of the Buyer

- 3.1. The Buyer undertakes to distribute the self-test kits in their pre-packaged five-pack units to the Employees (see Annex 1). The five-pack units must not be repackaged or split up. The Buyer will also inform their Employees of the additional services offered by Zur Rose (tutorial video, Q&A, specialist consultation through customer service) as per Article 1.2.
- 3.2. The self-test kits may not be resold. The Buyer must ensure that the Employees are aware of this prohibition on reselling the self-test kits.

4. Purchase price and invoicing

- 4.1. The purchase price for a single self-test kit is CHF 9.00, excluding VAT. The shipping costs are included in the purchase price.
- 4.2. The purchase price of CHF 9,000.00 in total (excluding VAT) must be transferred to the following account within 30 days of receipt of the invoice:
UBS Switzerland AG, 8501 Frauenfeld, IBAN CH26 0023 9239 1045 2102 R

5. Data protection

The contracting parties undertake to comply with all the data protection provisions applicable in each specific case, including but not limited to the Federal Data Protection Act (Bundesgesetz über den Datenschutz).

Zur Rose undertakes to use the data received in connection with this contract (forenames and surnames of the Employees) solely for the performance of the contract and not for its own purposes under any circumstances. Data processing for the purpose of processing orders is carried out by Zur Rose itself or by any sub-contractors or sub-agents who are also required to comply with this article. Should Zur Rose actually use the services of sub-contractors or sub-agents, the customer shall be informed in advance.

Zur Rose undertakes not to keep the data received in connection with this contract for longer than necessary for regulatory reasons or for documentation purposes.

Zur Rose undertakes to protect the data received in connection with this contract by means of appropriate technical and organisational measures. The permanent location for storage of the data received is currently in Switzerland or in a country with an adequate level of data protection as

laid down in the country list compiled by the Federal Data Protection and Information Commissioner.

Upon request, Zur Rose will assist with any requests for erasure, information or inspection by data subjects.

6. Miscellaneous

- 6.1. To be effective, any amendments or additions to these terms & conditions of purchase must be made in writing.
- 6.2. If any provision of these terms and conditions of purchase becomes invalid or void, the validity of the terms and conditions of purchase as a whole will not be affected or impaired thereby. The parties undertake to replace any invalid or void provisions with provisions that come closest to the effect of the invalid/void provisions.
- 6.3. In all other respects, the general terms and conditions of business of Zur Rose Online Apotheke (<https://www.zurrose.ch/de/agb-online-apotheke>) apply. These terms and conditions of purchase take precedence over the general terms and conditions of business.
- 6.3. These terms and conditions of purchase are governed by the substantive law of Switzerland to the exclusion of the Vienna Convention on the International Sale of Goods. The sole place of jurisdiction is Frauenfeld.

We hereby confirm our order for the self-test kits from Zur Rose for the following Employees:

Buyer:

Place, date: _____

Signature: _____

Name:

Position:

Annex 1: List of Employees (max. 25 tests per employee)

[Forename], [Surname]