

## Regulation on Returns of Kyowa Kirin Sàrl

valid from 01.11.2023

### 1. Scope of application, exceptions and general information

- 1.1. This Regulation on returns applies in addition to the General Terms and Conditions of Kyowa Kirin Sàrl for all shipments of goods within Switzerland from the date specified above under "valid from".
- 1.2. This Regulation on returns does not apply to defects in the goods; instead, the relevant provisions in the General Terms and Conditions of Kyowa Kirin Sàrl apply.
- 1.3. If the medicinal products were **purchased from wholesalers**, returns are also **exclusively to be returned via the specific wholesaler**.
- 1.4. Kyowa Kirin Sàrl works closely with its warehousing and logistics service provider Alloga AG ("Alloga"). **Alloga** is responsible for **handling returns** for Kyowa Kirin Sàrl.
- 1.5. **All returns must be reported in advance to Alloga by email to [kundenservice@alloga.ch](mailto:kundenservice@alloga.ch) with the following details:**
  - Order or delivery number (exception: batch recall)
  - Article number or Pharmacode incl. article description
  - Batch number
  - Number of pack(s) affected

The customer will then receive a **returns delivery note** by e-mail, which should be completed and returned together with the goods to the following Alloga warehouse address. Alternatively, Alloga can arrange a collection with the customer and send further instructions and documents on the collection procedure:

Alloga AG  
Attn.: returns department  
Buchmattstrasse 10  
3401 Burgdorf

**The goods may only be dispatched to the warehouse after prior agreement with Alloga. The goods will not be accepted without such prior notification and agreement. It should also be noted that no goods may be sent directly to the Kyowa Kirin Sàrl address.**

- 1.6. Alternatively, the customer may agree with Alloga to destroy the goods directly. In this case, proof of destruction must be sent to Alloga by e-mail.
- 1.7. The customer is **not entitled to a return, refund or credit note for wrongly returned goods that are not subject to this Regulation on Returns** (e.g. goods/quantities ordered in error, undamaged goods with only a marginally dented folding box). These goods are no longer put into circulation by Kyowa Kirin Sàrl for GDP reasons and must therefore be destroyed. The destruction costs may be charged to the customer. The same applies to goods that have expired or are threatened with expiry.

## 2. Requirements for an authorised return

- 2.1. **Sell-off products** can still be sold as they are still marketable. The goods will only be taken back if they are no longer marketable. Goods can be returned from the time they are **no longer marketable up to a maximum of 3 months afterwards**. Goods and postage will be refunded in full in this case.
- 2.2. In the event of a **recall**, the customer is entitled to return the goods to the Alloga warehouse within a period of **6 weeks after the recall** and to demand a full refund of the goods plus postage. After expiry of the 6 weeks, reimbursement is excluded. Reimbursement shall be made at the customer's discretion in the form of a credit note or, where possible, directly in goods.
- 2.3. **No reimbursement will** be made to pharmacies, doctors or hospitals for **goods that have expired** or are at risk of expiring. There is also no entitlement if pharmacies, doctors and hospitals forward or return their goods that are at risk of expiring or have expired to the wholesaler. Goods and postage will only be refunded to wholesalers who **have received** the goods with a **maximum remaining shelf life of 6 months or less** and have been unable to sell them. Returns and therefore refunds are only possible **from 1 month before expiry up to 1 month after expiry**.
- 2.4. **Goods that are only marginally affected by the incorrect packaging** (e.g. small creases in the packaging due to delivery and barely visible, marginally dented packaging) **will not be** refunded. Such **insignificant cosmetic defects are neither subject to this returns regulation nor are they defects within the meaning of statutory warranty law**. Such goods with only insignificant damage to the packaging must be destroyed after return; accepting and refunding these goods would violate our principles of sustainability and environmental protection, which is why we refuse to accept returns as a gesture of goodwill and do not replace such goods.