



General Terms and Conditions

Sale and Delivery

2015-01-01

Validity

All agreements, offers and orders are based on these conditions. They shall be deemed to be recognised by placing an order or accepting the order confirmation or delivery. Deviating terms and conditions of the purchaser, which the supplier ¹⁾ does not expressly acknowledge in writing, are not binding for him, even if he does not expressly contradict them.

The handing over of a price list or the presentation of prices on the Internet does not constitute a promise of direct delivery.

Products

The purpose of our products is addressed exclusively to professional users, unless they are specifically designated and labelled for private use.

Offers

Offers and price lists are always subject to change without notice and become binding only upon confirmation of the order or upon delivery.

Prices

The prices in price lists, Internet and offers are given in € (Euro) (unless otherwise stated) and do not include VAT (except for export). They always refer to the indicated price unit and apply exclusively on the basis of our terms and conditions. Unless otherwise stated, our prices are subject to change without notice.

Graduated prices are valid upon acceptance of the indicated quantity. Prices for large quantities and final orders on request.

Export

Value added tax is not applicable if a VAT-ID (EMU ²⁾) or if exported to non-EMU ³⁾ states.

Order placement

Orders can be placed in writing (letter), electronically (fax, e-mail) and by telephone. The supplier is entitled to demand written or electronic orders.

The orders shall only become binding when they have been confirmed by the supplier in writing (order confirmation) or the goods (with delivery note/invoice) have been sent to the purchaser.

The minimum order value is **25,00 € net**. Below the minimum order value a settlement fee of **15,00 €** will be charged.

For some products further documents are required for the purchase (e. g. narcotic drug permit, end-use declaration, professional certificate) and are requested by us as far as applicable.

Contract manufacturing

The purchaser shall assume liability for products manufactured according to specifications or at the purchaser's request in the event of infringement of third party industrial property rights and patent rights. Exchange/return is excluded. Material safety data sheets for contract manufacturing are not part of the quotations. However, they can be created in a separate order.

In the case of contract manufacturing, it is incumbent upon the contractor ¹⁾ to demand advance payment of the purchase price in whole or in part.

Delivery and Shipping

Delivery deadlines

As a rule, goods in stock are dispatched at short notice within 24 hours. Partial deliveries are permitted. We do not ship before weekends and public holidays. Particularly in the case of products

requiring cooling or temperature-critical products, shipping is only carried out on days with sufficient subsequent delivery days.

Delivery time for OEM ⁴⁾/PLM ⁵⁾- and custom-made products by agreement, starting after clarification of all details. Delivery deadlines are non-binding and will be extended in the event of all unforeseeable obstacles, such as strikes, force majeure, breakdowns, etc. - if necessary, also in the case of pre-suppliers.

The buyer's right to withdraw from the contract after expiry of a reasonable grace period shall remain unaffected.

Purchase

If shipment is delayed due to events caused by the buyer, the goods are stored at the buyer's expense and risk. Notification of readiness for dispatch is equivalent to dispatch, the invoice is due at the same time.

Delivery and Shipping

Special forms of dispatch, in particular express and express shipments or just-in-time/timetable deliveries as well as transport of dangerous goods shall be borne by the customer.

The delivery always travels at the client's risk. Transport insurance will only be taken out if expressly instructed in writing by the client at his expense.

The shipper ¹⁾ takes care of the transport. The calculation is included in the invoice.

Delivery (Germany)

The delivery of standard products from our lists is free of charge and incl. packaging from an order value of **150.00 € net**, unless otherwise stated in the quotation or in the price lists. Excluded are individual products with marking for postage and dry ice shipping.

The delivery of custom-made products is always carried out from production (plus postage and shipping costs).

Delivery Export

Export deliveries are made from stock/production (EXW).

Return Shipment

Goods ordered may only be taken back with our written consent. For this purpose, an RMA form must be requested by fax, e-mail or telephone. No return can be made without an RMA form.

If we take back any deliveries/products that have been correctly executed by us, we will charge a processing fee of max. **10.0 %** of the value of the goods, but at least **15.00 €** (Euro). Costs for packaging and postage of the delivery, as well as postage for return and exchange shipments shall be borne by the customer.

The return of in vitro diagnostics (IVD), sensitive reagents and products whose originality cannot be proven is only possible for disposal.

Payment

Our invoices are payable immediately after receipt of the goods without deductions. Payment shall be deemed to be in arrears no later than 14 days after the invoice date.

We may also demand advance payment or prepayment in parts or bind the delivery to further conditions.

Payments are only accepted as bank transfers.

Payment from EMU ²⁾ Member States

All payments/transfers must be made on SEPA payment forms. Bank charges for the transfer/transaction shall be borne by the payer. Export deliveries only after receipt of payment under prepayment.

Payment from non-EMU ^{*)} States

Payment in advance / bank transfer without deduction in € to our current account or according to agreement / offer. Bank charges for the transfer/transaction shall be borne by the account holder (payment sender). Deliveries only after receipt of payment under prepayment.

Delayed Payment

If the buyer is in default of payment, the seller ^{**)} is entitled to take back or reclaim the goods, if necessary to enter the buyer's premises and take the goods away. He may also prohibit the further sale and removal of the delivered goods.

In the event of default in payment, interest on arrears in the amount of at least 5.0 % above the respective bank discount.

For reminders (dunning level 2) a flat rate of 10.00 € is charged. In the event of recurring default in payment, further deliveries shall be made exclusively by prepayment.

The buyer is generally not entitled to a right of retention or set-off.

Ownership

The delivered goods remain the property of the supplier until full payment of the invoice amount. If the goods were nevertheless resold or used in any other way, our customer assigns his claim to payment in the amount of the supplier's claim upon placing his order.

Reseller

Retailer

Resellers are requested to submit a business registration or an extract from the commercial register at the first commencement of business.

You undertake to store and transport the goods in accordance with the regulations. Our products may only be resold in our original packaging, containers and packaging. In particular, decanting, re-labelling, dividing up sales units or making labels or parts thereof (legally) illegible are prohibited.

Resellers are expressly prohibited from supplying their customers with any replacement products from other manufacturers for products ordered by our company.

The export of our products by resellers is not permitted or requires special permission from us, as this may violate possible property rights, patents and contractual agreements.

Manufacturer (OEM/PLM)

In the case of OEM/PLM goods (bulk goods without or goods with a customer-specific label) the customer assumes the obligations in accordance with statutory regulations.

Further details are set out in our General Terms and Conditions for OEM/PLM.

Quality and Safety

Our products are subject to constant quality control.

Reagent/Device Conformity

Device-specific reagents are adapted to the device requirements according to the state of knowledge and technology. Use shall be in accordance with the usual regulations of the equipment manufacturer, unless otherwise stated in the package leaflet or on the label.

Warranty

The user is responsible for checking whether our products are suitable for the intended purpose. Defects that can be detected during a proper inspection must be complained about within 14 days after receipt of the goods. The supplier's warranty shall be limited, at the choice of the supplier, to replacement delivery of the rejected goods or reimbursement of the purchase price. In particular, the supplier is not liable for any consequential damage resulting from the use of delivered products. Complaint of a part of the delivery does not entitle to the complaint of the entire delivery. The warranty conditions of the respective manufacturer apply to third-party products.

Sicherheit

Our reagent and IVD products are for laboratory use only. We are aware of hazards during handling (corrosive, toxic, flammable, etc.) are pointed out on the containers and/or package inserts. The absence of hazard warnings does not mean that it is a harmless product. On the contrary, all handling requires the usual laboratory caution and should be reserved for trained personnel only.

Material Safety Data Sheets (SDS ^{*)}) are available for download on our website as PDF files or can be requested by e-mail.

Material Safety Data Sheets (SDS) are generally available in all available country/language versions via the unique SDS-ID (see label, product information or previous SDS) on the pages www.sds-id.com. They are also available on our website or can be requested by e-mail.

By placing an order, the customer agrees to the electronic provision/download of safety data sheets at the time of delivery.

Consulting

Our customers are advised on application technology to the best of our knowledge, but are non-binding and are not part of the contract. Our suggestions do not release the user from the obligation to check the suitability of our products for their intended purpose.

Copyrights, Trademarks

Trade names, trademarks, brands (word, picture and sound brands), pictures, logos, graphics, drawings and texts are subject to the legal copyright, trademarks are additionally protected by the trademark law.

Trade names • Trademarks • Brands ®

The use of our product names, trademarks and ® brands in our own documents or publications (including the Internet) is only permitted for the resellers of our products, insofar as these are directly related to the sale of the products in question in direct purchase.

They may not be mentioned in connection with products of other manufacturers.

The use of ® trademarks is only permitted in any case if the owner of the trademark is referred to directly or in the footer text (... is a trademark of the company "Company name, City", if applicable "Country").

Images, logos, graphics and drawings • Copyright ©

The use of our images, logos, graphics and drawings in our own documents or publications (including the Internet) requires express written permission and authorization. A draft of the page layout (print, PDF, htm) must be submitted for approval.

The use is only permitted in any case if the author is referred to directly or in footer text (... © copyright by "Company name, City", if applicable "Country").

Images, logos, graphics and drawings may only be used in their entirety, not as part of or manipulated. Parts or excerpts are not permitted under any circumstances.

Texts • Copyright ©

The use of our texts is subject to the legal copyright. Text documents may only be passed on as unmodified originals. Excerpts from our texts may only be quoted as quotations with indication of the source.

PDFs and other electronic documents

The publication/distribution of our electronic documents (e.g. product information, instructions for use, safety data sheets, etc.) on our own website or in any other way is not permitted, as this does not guarantee that they are up to date. Alternatively, only the reference (link) to our website is recommended.

The passing on to customers by our dealers by e-mail or printout is permitted if they are requested/received promptly for immediate passing on.

Liability

We produce according to the current state of the art, and are liable exclusively in the internal relationship (by subsequent delivery or taking back) of rejected products or within the scope of the coverage by liability insurance.

Further liability claims are excluded. In addition, the statutory provisions apply.

Privacy

The data of our customers are stored and processed by us on data processing systems, as far as this is necessary for us for the proper handling of the business relationship. This data will not be passed on to third parties unless it is directly related to an inquiry or order in the interest of the customer (e.g. passing on the customer inquiry to our distributor).

Other

Verbal agreements require written confirmation to be binding. Should individual provisions of these terms and conditions be ineffective, this shall not affect the validity of the other provisions.

In case of contradictions, the following hierarchy of the contract documents shall apply:

- a) Individual offer/confirmation of order
- b) General Terms and Conditions
- c) Legal regulations.

The contractual relationship is subject to the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

Place of Performance and Jurisdiction

The place of performance and jurisdiction for all claims and legal disputes arising from the contractual relationship is Freiburg i. Breisgau. The law of the Federal Republic of Germany shall apply exclusively.

This document is a translation of the German language original. In case of doubt, only the original German version is valid.

Footnotes and Abbreviations

*1) As a supplier / seller / shipper / manufacturer, the company mentioned in the footer page 1 is named in this document.

*2) EMU = European Economic and Monetary Union. All EU countries with euro currency.

*3) non-EMU = all other countries which are not members of EMU.

*4) OEM = Original Equipment Manufacturer, is the supplier of neutral products that are not ready for sale or products labelled under the name of the buyer (PLM).

According to the terms of REACH/CLP, the OEM is the manufacturer/initial distributor.

*5) PLM = Private Label Manufacturer is the one who obtains products, e.g. with customer-specific labelling, from the OEM and who is responsible under his company name as "manufacturer/initial distributor" marketed/sold.

According to the IVD Directive 98/79/EC, the PLM is a manufacturer/initial distributor.

*6) SDS = Safety Data Sheet

SDS-ID = Global and product lifelong valid, unique identification for SDS (www.sds-id.com).