

# Terms of Sale

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These terms cover the conditions of sale and delivery for all contracts of supply between CELLnTEC and our customers.

Conditions of purchase provided by the customer shall have no validity, even when not expressly described or contradicted.

By submitting their order and accepting delivery of the goods, the customer is deemed to have agreed to these conditions of sale and delivery.

Any additional conditions or terms of sale proposed by the customer shall only become valid following our express written confirmation.

## Offers

Offers to supply take effect when confirmed by us in writing, and produced by a duly authorized CELLnTEC representative.

Any inquiries or complaints concerning confirmation are to be made promptly in writing.

Only expressly documented guarantees or assurances or assured properties of products may be considered valid. Other descriptions and statements, for example in our catalogues and price lists, are accurate to the best of our knowledge and belief, but are not guaranteed to be fully accurate. Under no circumstances may any guarantees or assurances be derived from such descriptions and statements.

## Prices

Prices quoted in the current price list are net prices, excluding tax and any applicable duties.

VAT is charged according to the applicable laws in effect.

Prices are subject to change without prior notice.

## Delivery

Upon request, estimated delivery times can be provided at the time of order. They are however not legally binding. Claims for compensation due to delayed or non-delivery are excluded.

If a delivery date specified by us is exceeded by more than two weeks, the customer is entitled to give us a further two week time limit for delivery. Should the delivery not be carried out by the end of the additional two week delivery period, the customer is entitled to cancel the contract. Cancellation must be made promptly and in writing, at the latest within a week of the expiry of the additional two week delivery period.

All deliveries take place at the customer's risk, incoterm FCA Origin. All risk of loss or damage passes to the customer at the point the shipment is collected by the carrier at our facility. The choice of carrier and delivery method is at our discretion, however any and all liability is excluded.

Deliveries in part are permitted. They are to be regarded as separate deliveries.

## Payment

Full payment is to be made without deduction within 30 days of delivery and remittance of the bill.

Failure to pay within 30 days may at our discretion lead to a reminder, activation of a collection agency,

or legal proceedings. We reserve the right to levy an additional interest charge for any payments not received within 30 days, at the rate of 5% per month.

A cash discount is only permitted when expressly stated on the bill and when payment is made within the stated period.

Title to all goods only passes to the customer upon payment of the full payment plus any outstanding penalty interest amounts. If justifiable doubts exist regarding the customer's ability or willingness to pay, we are entitled to rescind the contract and to demand the return of the delivered goods, the costs of delivery to be borne by the customer. Justifiable doubts include, but are not restricted to, unfavorable information, deterioration of financial circumstances, initiation of insolvency or bankruptcy proceedings, execution measures against the customer, protest of bills, and default of payment for any other reason.

If the customer does not take delivery of properly delivered goods, we are entitled, after setting an additional time limit, to rescind the contract, or to claim damages for non-compliance with the contract. In the latter case we are entitled to demand either damages of 25% of the sales price without proof, or the actual amount of damages

## **Complaints**

Any complaint regarding the goods, such as defects, lack of assured properties, incorrect delivery, are to be reported immediately in writing.

In the case of incorrect delivery, the goods will be taken back at our expense and replaced with the goods ordered. Excess deliveries may similarly be sent back to us at our expense. In the case of under delivery, the customer may choose between a reduction in payment or complete fulfillment of the order.

In the case of delivery of faulty goods we are entitled to replace the faulty goods with goods free of faults. Should the replacement delivery also be faulty, the customer may choose between a reduction in payment or cancellation of the contract. Claims for compensation are excluded.

The right to complain expires in the case of obvious or apparent defects two weeks after receipt of the goods, and in the case of non-apparent defects six months after receipt of the goods.

Goods may only be returned by arrangement with us and with the issue of a return number. The goods must be properly packed according to our instructions. If returned goods are damaged due to the fault of the customer, the customer is obliged to pay compensation for such damage.

In the case of delivery to traders the customer is to inspect the goods without delay upon receipt and to report any complaints to us immediately. If the customer fails to make such a report, the goods will be deemed approved. In the case of a fault that is not apparent upon inspection, the complaint must be reported immediately upon discovery of the fault, otherwise the goods will be deemed approved as regards such fault.

## **Use of Goods**

Goods delivered by us are intended exclusively for the purposes of research, and have not been tested or approved for use in human beings, animals, diagnostics, or for any private use.

We do not accept any liability for the improper use of our products. We deliver only to commercial enterprises, re-sellers and public research, development and teaching establishments. Legal regulations require us to carefully check orders and to refuse delivery when there are signs of

improper use of our products. Orders from students or other private individuals must be given from an official office of their institute or firm.

We expressly oppose research or any uses which run counter to ethical, legal or political standards in the EU and/or the import country, or whose ethical justification is the subject of public debate and dispute in the respective country. We do not accept any liability for such research or use by our customers or by third parties who have received our products from our customers.

## **Liability**

All products delivered by us are only to be handled by trained personnel who are well aware of any potential dangers. Should any liability for compensation arise as a result of damage caused by breach of this condition, the customer shall be liable to pay any such compensation. In all cases, current safety regulations are to be observed, especially in the case of cells of human or animal origin, which always represent a potential risk of infection. The lack of a danger symbol does not mean that the substances concerned are harmless.

We accept no responsibility for damage, loss, or injury caused by incorrect handling or use in the household, in humans, or in animals. In as far as we have made confirmation of delivery dependent upon a specified use of certain products, the customer accepts full liability for any damage suffered as a result of incorrect use of the product. In the case of products which may only be used in accordance with legal or official regulations, the customer's order simultaneously counts as a declaration that the products will be used for a specific purpose in the above sense.

Our customers are required without exception to apply the laboratory guidelines of the professional association of the chemical industry when dealing with our products.

Passing on of our products to private individuals is not permitted. If as a result of a breach of this condition for whatever reason we should receive a claim for compensation from a private individual, we shall have a right of redress against the customer.

## **Indemnification**

Claims against CELLnTEC by the customer are excluded, in so far as they are not based upon intention or gross negligence on the part of CELLnTEC.

In the case of delivery to a trader this exclusion also applies to any damage caused by the intention or gross negligence of our business associates, carriers or employees. We accept no liability for damage caused by the behaviour of companies or individuals which sell our products.

The sale of our products under their trade names for further commercial use does not mean that these products and their trade names may be freely used in general circulation. Some products, their production and use or their trade names are patented or protected trade names. The further commercial use of such products and their trade names occurs as regards a third party under the exclusive responsibility and liability of the customer.

## **Miscellaneous**

Swiss law shall apply to all contracts entered into by us, including those for deliveries abroad.

If any of the above conditions is held to be invalid, the validity of any of the other conditions shall not be affected.