STANDARD TERMS & CONDITIONS
OF SALE OF GOODS AND SERVICES

1. Applicability

In these following Conditions all terms and conditions of sales of goods and/or services are defined. All parties entering a contract with the Seller are subject to the following terms and conditions.

2. Formation of Contract and Basis of Sale

2.1 A quotation by the Seller does constitute an offer and is only valid within the first 30 days after creation of the offer, if not otherwise confirmed by the Seller. The Seller is not obliged to accept any Order which the Buyer places with the Seller that are not according to the existing conditions agreed between Seller and Buyer.

2.2 An Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 Each Order shall:

- (a) be given in writing or, if given orally, shall be confirmed in writing within two Business Days from either party
- (b) specify the type and quantity of Goods ordered and the Goods' or Services' code numbers

2.5 A Contract shall be formed when acceptance of the Buyer's Order is confirmed in writing by the Seller or when the Goods are delivered by the Seller in accordance with an Order.

2.6 The Seller reserves the right to decline, alter, or cancel an Order which has been accepted by the Seller at any time in accordance with the Conditions.

3. Goods and the Price

3.1 The Goods are described in the Seller's quotation or sales literature as modified by the Specification. The Seller reserves the right to change the Specification of the Goods or Services if required by any applicable statutory or regulatory requirements.

3.2 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3.3 The Seller may, without giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
- (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification.
- (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- (d) any other reasons, defined or indeterminate.

4. Payment

4.1 The Seller shall invoice the Buyer for the price of Goods and any transport, packaging, insurance, VAT and other applicable charges payable on or at any time after the Goods Issue Date, in a suitable currency.

4.2 The Buyer shall make payment of any amount invoiced by the Seller in full and in cleared in the named currency to the bank account nominated in writing by the Seller no later than the payment terms mentioned in the invoice.

4.3 Time for payment shall be of the essence of the Contract. If the Buyer fails, on the due date, to pay any sum due to the Seller under any Contract then, without prejudice to any other right or remedy available to the Seller, the Seller shall (at its option) be entitled:

- (a) to declare that all outstanding balances payable by the Buyer are immediately due, where upon they shall become immediately due and payable
- (b) to suspend performance of future Contracts until payment of all sums due to the Seller is made in full.

5. Delivery

5.1 If not agreed otherwise, the Seller shall organize the transport the desired delivery location as mentioned on the Buyer's order. The Buyer is responsible for making sure that the goods can be delivered accordingly.

5.2 Any extra charges that occur upon delay of the unloading of the cargo will be charged to the Buyers account, if not agreed otherwise.

5.3 Unless otherwise agreed, the Seller does not accept penalty due to late deliveries by the Buyer or penalty charges that occur through the Buyers customers.

5.4 Costs and Risks of the transport are regulated by the Incoterms 2020 as mentioned on our Order confirmation.

5.5 If the buyer chooses to pick up the goods at the sellers warehouse, he has a time frame of 14 days after readiness of the material to do so. After 14 days we uphold the right to charge the buyer a storage fee of €15 (or the equivalent in other currencies) for each pallet, per week.

5.6 Direct deliveries to end-customers can exceptionally be approved, but will come with a direct delivery surcharge of €50 (or the equivalent in other currencies) per delivery. Exempt from this are full truck and container deliveries.

6. Warranties & Returns

6.1 The Seller accepts warranty claims for items within 24 months from date of the Seller's invoice, in certain circumstances 24 months from the date of the Buyer's invoice issued to their customers.

6.2 DA-Gen Cells and pH & redox probes are not applicable for a full warranty credit, but only according to their usage and running time.

6.3 All warranty returns must be organized and paid for by the Buyer. If agreed, that the Buyer is not obliged to return the goods, they are to be kept by the Buyer for examination until the warranty case has been closed by the Seller.

6.4 If the goods are subject to warranty reimbursement, the Seller has the right to credit the sales to the Buyer or to offer a replacement item of equal quality and specification.

6.5 The Seller can offer the Buyer to return goods and credit the net sales prices while deducting a 10% restocking fee under the following conditions:

- Goods must still be in their original, unopened packaging
- Goods specifically manufactured for the Buyer are not accepted for returns
- All sales are final and the Buyer is not obliged to accept any goods returns if not discussed in advance

7. Governing Law and Jurisdiction

7.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with Swiss law exclusively, expressly dismissing the Vienna sales convention.

7.2 Jurisdisction is Edinburgh, United Kingdom.