

## General Terms and Conditions

### 1. Applicability

1.1 The following General Terms and Conditions are valid for orders and sales of products and services from GeneSpin Srl ('products'). Any other terms and conditions, including the customer's own, are not applicable, whether referred to when ordering or not.

1.2 Any changes to these Terms and Conditions, any additional agreements, and other declarations are only valid when given by GeneSpin Srl in writing.

### 2. Orders and Contracts

2.1 Orders are binding upon receipt by GeneSpin Srl. Orders can be given in written form (by mail or by fax).

2.2 Products that have been ordered by mistake cannot be returned to GeneSpin Srl. Products that are returned unrequestedly to GeneSpin Srl will not be accepted, but fully charged to the customer's account.

### 3. Prices and Shipping

3.1. Binding prices are as in the price list valid at the time of conclusion of the contract.

3.2. Prices are in Euro (€), exclusive of taxes, packaging, and shipment costs. Shipment insurance for products is only taken out by the explicit request of the customer, and is charged to the customer. The standard shipping term is [CPT \(Incoterms 2010\)](#). GeneSpin Srl decides on the shipping carrier. Alternatively, customer may arrange shipping himself or elect a carrier of his choice, e.g. by providing his carrier account number. In this case, products will be shipped at customer's risk and GeneSpin Srl will not be liable for loss, damage or thawing of products.

3.3. If GeneSpin Srl is legally bound to take back any transport or other packaging, this is at the company seat of GeneSpin Srl. The customer is responsible for the cost of the return.

### 4. Terms of payment

4.1. Payment is due within 60 days as of the date of invoice.

4.2. Customers cannot take their own charges into account when paying invoices, and the assertion of retention rights is not permitted, except for claims of the customer that are acknowledged by GeneSpin Srl, or claims that are legally imposed.

4.3. If the customer delays payment, GeneSpin Srl can impose a damage charge according to the Italian Civil Code and the Italian Commercial Code if the customer cannot prove that the actual damage is less than that.

4.4. GeneSpin Srl can make further deliveries dependent on timely payment. If, after the completion of the contract, GeneSpin Srl learns of circumstances which impair the creditworthiness of the customer, GeneSpin Srl can cancel the contract, ask for immediate payment, or ask for the return of goods already delivered.

## 5. Deliveries

5.1. Delivery dates are only binding if confirmed as such in writing by GeneSpin Srl. If binding delivery dates are transgressed the customer has to set an additional time limit for performance, declaring that services will be declined after this time has elapsed. After this additional time, the customer can cancel the contract. Any other claims are excluded. This exempts the rights according to section 7 of these Terms and Conditions.

5.2. GeneSpin Srl can separately deliver parts of an order and issue corresponding partial invoices.

5.3. GeneSpin Srl retains title to the products it supplies until full and final settlement of all claims arising from the contractual relationship. In case of non-compliance on the part of the customer, especially due to failure to make payments, GeneSpin Srl reserves the right to reclaim the products that are subject of the contract.

## 6. Warranty

6.1. GeneSpin Srl warrants all products to meet the specifications on the analysis certificate at the time of the transfer of risk to the customer. The warranty period is **twelve months** beginning with the delivery of the product to the customer, except the nature of the product requires immediate use or use within a period of time that is shorter than twelve months.

6.2. Under this warranty, GeneSpin Srl will replace defective products free of charge. If, after a free replacement, quality specifications are still not met, the customer can ask for a reduction in price, or cancellation of the contract. Any further claims of the customer, of any kind, especially for damages or compensation, are excluded. This exempts the rights according to section 7 of these Terms and Conditions.

6.3. GeneSpin Srl does not warrant products that have been mixed or otherwise combined with other chemical products by the customer. GeneSpin Srl states explicitly that all products are for research and laboratory use only. GeneSpin Srl will therefore deliver only to public institutions of research, diagnosis, and teaching, and to technical businesses and companies. GeneSpin Srl disclaims any warranty for faults in products (like chemical impurities) which originate from improper handling or storage, for application in the household or to humans or animals. No products from GeneSpin Srl may be transferred to private persons. The customer is responsible for compliance with state, national and international laws and regulations governing the shipping, storage, processing, and trade of products. GeneSpin Srl will not warrant damages to the product arising from noncompliance with such laws and regulations.

6.4. GeneSpin Srl will only be liable for warranty if the defect is indicated promptly and in writing. For defects which are visible upon delivery of the product, this indication must be given within seven days of delivery.

## 7. Liability

7.1. GeneSpin Srl is liable for any damages, for whatever legal reason, only if GeneSpin Srl has culpably violated an agreement that is central to the contract or if the damage results from intentional or culpably negligent actions by GeneSpin Srl. GeneSpin Srl is not liable for damages that result from external influences. This includes, but is not limited to direct, indirect and consequential damages that are caused by third parties after the passing of risk from GeneSpin Srl to the customer.



7.2. In the case that an agreement central to the contract was violated by GeneSpin Srl, but not in an intentional or culpably negligent manner, compensation by GeneSpin Srl is limited to such damages and such damage volumes as were reasonably foreseeable for GeneSpin Srl at the time of the conclusion of the contract.

7.3. The same (Section 7.2.) is valid for the intentional or culpably negligent violation of duties by employees or representatives who are not officers or managerial staff of GeneSpin Srl.

7.4. In the cases of sections 7.2. and 7.3., GeneSpin Srl will not compensate for consequential and indirect damages or loss of profit.

7.5. The parties to the contract agree that the damage volume reasonably foreseeable at the time of the conclusion of the contract is in no case higher than the value of the order.

7.6. The above limitations and exclusions of compensation are valid for any type of damage compensation, including (but not limited to) delay, impossibility to fulfill the contract, positive violation of the contract, culpable violation of warranty obligations, and unauthorized action. They are not valid if compensation is imposed by the German product liability law (Produkthaftungsgesetz), or compensation is for the lack of confirmed properties of the product.

## **8. Patent Disclaimer**

Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of our products. GeneSpin Srl does not warrant that the resale or use of its products delivered will not infringe the claims of any patent, trademark or copyright covering the use of the product itself or its use in the operation of any process. Furthermore, the purchaser assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation.

## **9. Confidentiality**

GeneSpin Srl will ensure that any customer data will be processed, stored, transmitted, and used only in accordance with the German Data Protection Act.

## **10. Various**

10.1. Any changes and supplements to these Terms and Conditions must be done in writing. This requirement for the written form can only be revoked in writing.

10.2. In case that one of these Terms and Conditions above is invalid or incomplete the validity of all other Terms and Conditions shall remain untouched.

10.3. These Terms and Conditions are subject to the law of the Italian Republic. Application of the United Nations Convention on the International Sale of Goods is excluded.

10.4. If the customer is a merchant and the order is part of the customer's merchant business, or if the customer is a legal person of the Public Law, the registered seat of GeneSpin Srl shall be the place of jurisdiction for all disputes arising directly or indirectly from deliveries by GeneSpin Srl. GeneSpin Srl reserves the right, however,



to undertake legal proceedings against the customer at any other place of jurisdiction applicable to the customer.

10.5. GeneSpin Srls structures and programs are designed to integrate environmental considerations throughout the company's operations. We ensures the effective utilization of products needed for the manufacturing process and all other operations and preferably uses materials that can be reused, recycled or disposed of environmentally friendly. We also monitor the effective implementation of our environmental requirements and take measures accordingly. GeneSpin Srl goes beyond minimum legal compliance and continuously improves its environmental performance.