

Biochrom AG's General Terms and Conditions¹

1. Our offers shall be subject to confirmation; orders will be legally binding following our written order confirmation. Our General Terms and Conditions shall apply to all of our sales transactions, even if we do not refer to this exclusive validity. Deviations shall only apply, if they have been confirmed by us in writing.
2. The prices shall be for free delivery to the place of destination, including packaging and plus the applicable value added tax. Prices will be based on our current price list, which can be sent on request; this can otherwise be viewed on our Internet website. Special conditions shall apply to freight charges, dry ice surcharges and minimum order amounts; these can also be found on our Internet website.
3. Invoices are to be paid within 14 days of the invoice date, without any deductions. If the ordering party defaults on payment, we shall be entitled to charge 8 % above the basic interest rate valid at the time from the point of the default occurring (§ 288, para. 2 of the German Civil Code ((BGB)). The enforceability of further damage caused by default shall remain unaffected by this.
4. Goods ordered and paid for by the customer shall be separated and considered to be transferred to the customer from the date of the invoice. This means that the burdens, benefits and risks have been transferred to the customer (§ 446 of the German Civil Code). For technical reasons, the goods shall be stored at Biochrom AG and may be viewed, requested or fetched at any point by the customer; the customer shall have control of the goods.
5. Should no express delivery terms and dates be stipulated, we shall decide the time and location for delivery at our discretion. Part deliveries shall be permitted. The customer is to communicate any delivery requests immediately in writing. If the customer refuses to accept the delivery, we shall have the right to use the goods otherwise at the customer's expense. Should this use not or no longer be possible for reasons we are not accountable for, or associated with unreasonable expense, we will be allowed to destroy the unaccepted goods at the customer's expense. Our claims to payment of the agreed price by the customer as well as all other claims shall remain unaffected by this.
6. Our products are only intended for in vitro use. The specifications on cleanliness, properties and possible applications have been compiled by us with the utmost care. However, we shall not be able to accept liability for this; we shall presume that an inspection will be undertaken by the purchaser.



7.

We are to be notified of any defects immediately after receipt of the goods. In the case of founded defects, our liability shall be limited to their rectification or a replacement supply, as we see fit. Further liability, especially for consequential damages, shall be excluded. Goods supplied to us are to comply with the stipulations of the contract and be guaranteed free of any defects and suitable for the agreed use. Any defects or other deviations from contractual or usual requirements, standards or other circumstances, which may be of interest to us, are to be communicated to us immediately and without this having to be requested. Our rights to rectification of the defects shall not be excluded or affected by this to the extent that we will not contest any defects immediately.

8.

We shall reserve the right to ownership of the supplied goods until the respective invoiced amount has been paid in full. The customer shall be entitled to use the goods within the scope of normal business activities. In as far as the latter sells them, he shall transfer receivables from the sale to us henceforth. We shall be entitled to disclose this transfer at any time.

9.

We shall take back sales packaging in Germany free of charge, as agreed. Transportation containers, which may be needed for bulk amounts, can be hired from us; however, these are to be returned to us in all cases at the customer's expense.

10.

The exclusive place of jurisdiction shall be Berlin. Only German law shall apply; any other law, particularly CISG, shall be exempt, provided this is permissible.

ⁱ Status June 01, 2009

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12247 Berlin

The banner image is a horizontal strip with a blue background. It is divided into four sections: 1) A photograph of a modern, multi-story office building with large windows. 2) A photograph of a person in a white lab coat and mask working in a laboratory setting with large stainless steel tanks. 3) A photograph of a blue plastic bottle of 'FETAL BOVINE SERUM' with a white label. 4) A dark blue rectangular area containing white text for the company's contact information.

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