

Terms and Conditions

(a) These General Terms and Conditions (GTC) of NIPPON Genetics EUROPE GmbH apply to all orders placed by the customer with NIPPON Genetics EUROPE GmbH, Mariaweiherstr. 28-30, 52355 Düren, in particular via the online shop at www.nippongenetics.eu. They can be saved and printed at any time; the current terms and conditions are available at [/www.nippongenetics.eu/en/data-protection-declaration/](http://www.nippongenetics.eu/en/data-protection-declaration/).

(b) The offer from NIPPON Genetics EUROPE is aimed exclusively at entrepreneurs within the meaning of § 14 Paragraph 1 BGB, i. H. natural or legal persons or legal partnerships who order goods in our online shop in the exercise of their commercial or independent professional activity. Consumers (persons who conclude a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity) are not permitted to place an order.

(c) The following terms and conditions shall exclusively apply for all NIPPON GENETICS EUROPE GMBH sales and shall be an integral part of each single agreement concluded between the parties. All agreements, those between us as middlemen and the purchaser in connection with the execution of the contract to be met and are to be laid down in writing. Our silence is not considered as agreement. In any case of placing an order the buyer acknowledges our terms and conditions. Other conditions require our previous consent in writing. For continued business operations these terms apply to every order even if not mentioned explicitly.

1. Quotations and Samples

Our quotations are subject to change without prior notice; agreements only become valid with written confirmation of an order. Statements and any details in advertising materials shall not constitute any kind of warranty or guarantee. Samples sent are not binding and without obligation; differences between samples (and earlier deliveries) to present deliveries will be avoided as much and as far as possible. Minor differences in presentation and quality, as well as size and shape, which are unavoidable in the course of production and preparation of the goods, do not give the buyer the right to reject such goods nor have any damage claims. If an order shall be deemed as an offer, we reserve the right to accept this offer within a period of three weeks. Technical service, application service or scientific information, written or oral, by application or data material, shall be deemed as a not binding advice in any kind. This shall not hold the buyer free and harmless of his own obligations, especially the incoming goods quality control, validation of any application, certification, inspection etc. Any information, statements or representations, written or oral, by NIPPON GENETICS EUROPE GMBH employees, agents or representatives are not binding unless confirmed in writing signed by a duly authorized officer on our business paper.

2. Prices

All prices of this price list are net prices in Euro (EUR / €) except when discounts are explicitly agreed upon. Our prices are exclusive of VAT. Goods are charged with the prices valid on the date of delivery. If payment in another currency is accepted and prices have been raised between the date of order confirmation and the date of delivery, due to increasing cost of raw materials, wages or other reasons beyond our control, we reserve the right to charge the prices valid on the date of delivery by currency conversion from Euro (€) into the agreed currency.

3. Delivery / Transfer of Risks

All prices are EX WORKS NIPPON GENETICS EUROPE GmbH. The cost of transport, packaging material and, where applicable, dry ice, will be charged to the customer. No returns can be accepted without prior approval by NIPPON GENETICS EUROPE GmbH. Late delivery of the goods does not entitle the customer to reject the goods or withhold payment in whole or in part. (d) The Customer is responsible for payment of any import or customs duties or any other tax or fiscal imposition on the goods and for complying with all applicable laws and regulations relating to the import of the goods into the country to which they are delivered. NIPPON GENETICS EUROPE GmbH is not liable for material that becomes defective through improper storage or handling. NIPPON GENETICS EUROPE GmbH will not be held responsible for any loss, damage or inconvenience to the customer for goods that are lost or damaged in transit. It is the customer's responsibility to insure the goods during transit if he so wishes.

4. Terms of Payment

Letter of credit, irrevocable and confirmed, is the rule. Terms for customers with an open account are 30 days net. An interest charge of 2% per month will be made for all invoices unpaid after this date. In case of cheque payment the cheque shall be covered and cashed by the Bank of Tokyo-Mitsubishi UFJ, Ltd. If a handling fee is charged, we reserve the right to forward this bank fee in full amount to our customers. Instead of the agreed terms of payment we can ask for advance payment or security deposit, should doubts as to the solvency of a buyer arise. In case of liquidation of a buyer's company, an oath of manifestation or a change of ownership due to financial difficulties we reserve the right to withdraw from the contract. We reserve the right to use incoming payments for liquidation of the oldest debts, in sequence as follows: costs, interests and then debt claims.

5. Patents and Third Party's Rights

If products are custom-made to specification, the buyer assumes the responsibility that the manufacturer of these products does not infringe any patents or rights of a third party. The buyer is liable for all damages and claims resulting from such infringement and holds the seller free and harmless from all claims.

6. Returns and Damage Claims

All products are for in vitro research only and are not intended for human diagnostic or therapeutic applications. All goods have to be checked immediately on receipt. Claims for damaged goods or delivery discrepancies must be made within 24 hours of receipt of goods and if the claim is initially made orally it must be confirmed in writing within two days containing full details of the claim. In case of legitimate claims the buyer can only require replacement of the goods. If replacement is not possible, the buyer has the right to choose between alternative products with same value or refund. The buyer cannot claim further compensation. All returns must first be authorized by us in writing. This warranty does not cover defects in or damage to the products which are due to improper installation or maintenance, misuse, neglect or any use other than ordinary commercial application. Any discharge from liability will be void if a defect results from a heavily negligent or intentional breach of contract or if the buyer will be bodily injured as a result from a negligent or intentional breach. The seller shall not be liable for the goods being fit for a particular purpose unless otherwise agreed upon, to which the buyer intends to put them. This warranty is strictly exclusive. Any further damage compensation is

impossible. The goods are sold on the understanding that the user is solely responsible for determining the suitability of the goods for the proposed application. NIPPON GENETICS EUROPE GmbH makes no other warranty of any kind whatsoever, and specifically disclaims and excludes all other warranties (including product liability) of any kind or nature whatsoever, directly or indirectly, express or implied, including, without limitation, as to the suitability, reproducibility, durability, fitness for a particular purpose or use, merchantability, condition, or any other matter with respect to the products distributed by NIPPON GENETICS EUROPE GmbH. In no event shall we be liable for claims for any other damages, whether direct, indirect, incidental, compensatory, foreseeable, consequential or special (including but not limited to loss of use, revenue or profit), whether based upon warranty, contract, tort (including negligence) or strict liability arising in connection with the sale or the failure of the distributed products.

7. Technical consultation, use and processing, descriptions

The application-oriented technical consultation of the salesman in word, writing and via attempts effected after best knowledge, is considered however only as noncommittal reference, also in the reference to any patent rights third, and does not indemnify the buyer from the own examination and if necessary validating of the products supplied by the salesman on its suitability for the intended procedures and purposes. Application, use and processing of the products take place outside of the controllability of the salesman and lie therefore exclusively in the area of the buyer's responsibility. As far as nothing else is agreed upon expressly in writing, the products are exclusively suitable for research and not for use in diagnostics. The enclosed product descriptions, danger reference, web pages and enclosing notes are to be considered. Every arbitrary change of the described usage and/or change of the commodity or the reference material happens on own danger.

8. Retention of Title / Ownership

The goods shall remain of our property until full payment as previously agreed has been made. In the event of non-payment, we shall have the right to re-sell the goods to a third party. The seller shall have the absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in the seller.

9. Applicable Law and Jurisdiction / Miscellaneous Clauses

All contracts are subject to the laws of the Federal Republic of Germany. In the case of a legal dispute the jurisdiction of the court in Düren (Germany) will be decisive and have exclusive jurisdiction over the seller. The seller shall have the right to bring a claim before a court at the buyer's principal place of business or at his discretion before any other court being competent according to any national or international law. In the event that any provision of these Terms and Conditions is invalid or becomes invalid, the remainder of the Terms and Conditions shall remain unaffected thereby. The invalid provision shall then be replaced by such provision as comes as close as possible to the economic purpose of such invalid provision, taking reasonable account of the interests of both Parties. With the publication of this price list corresponding previous price lists are invalid.

10. Data Protection

In addition to these terms and conditions please also refer to our privacy policy which you will find in the current version at www.nippongenetics.eu/en/terms-and-conditions/.