

Terms and Conditions

The following terms and conditions of NIPPON Genetics GmbH apply to all orders placed by the customer (or buyer / orderer) with NIPPON Genetics GmbH, Mariaweilerstr. 28, 52349 Düren, in particular also via online shop at www.nippongenetics.eu. They can be saved and printed at any time; the current terms and conditions are available at <https://www.nippongenetics.eu/en/terms-and-conditions/>.

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 from NIPPON Genetics GmbH 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.

The following terms of sale and delivery apply exclusively. They become part of the individual purchase contract. We shall only recognize any terms and conditions of the customer or purchaser that contradict or deviate from the conditions of sale if we expressly agree to their validity in writing. All agreements that are made between us and the customer in connection with the execution of the contract must be made in writing. Our silence does not constitute consent. By placing an order, all parts of our terms of sale and delivery are deemed to have been accepted. In the case of an ongoing business relationship, these delivery and payment terms apply to each individual order, even if they are not referred to.

1. Quotations and Samples

Our quotations are non-binding with regard to price, quantity, delivery period and delivery options; the contract is only concluded with a written order confirmation. Information in advertising material only serves to describe the article; in no case is a property guaranteed or a guarantee given. Samples are not binding for the quality to be delivered; they characterize the general character of the goods, but not their individual properties. We reserve the right to make technically necessary or expedient changes to the goods. Insignificant deviations in design and quality as well as tolerances in the dimensions, which are unavoidable during manufacture and processing, give the buyer no right to complain about the goods. If an order can be seen as an offer, we can accept it within 3 weeks. Information provided by employees by telephone or e-mail is generally non-binding as long as no written confirmation has been made on business paper.

2. Prices and Shipping

The prices stated in the price list and in the webshop are net prices in euros (EUR / €) unless otherwise stated, plus separately stated statutory value added tax and, if applicable, flat-rate shipping costs. We ship our items with the shipping partners UPS, Fedex or the shipping companies Ari / Ziegler. The goods are invoiced at our prices valid on the day of delivery. In the case of shipments with a value of more than EUR 250.00 net, the goods are delivered carriage paid for the end customer within the Federal Republic of Germany, to Austria, to Denmark, the Netherlands and France. For orders below EUR 250.00 net, a flat rate for freight and packaging of EUR 20.00 net will be charged. We reserve the right to charge an ice cost flat rate of EUR 30.00 per delivery for special products. Separate agreements regarding delivery charges apply to resellers. The dispatch takes place uninsured at the risk of the customer, a transport insurance is only taken out at the express instruction and expense of the customer.

3. Delivery / Transfer of Risks

Unless otherwise agreed in writing, all prices are EX WORKS NIPPON GENETICS EUROPE GmbH. If the buyer has an existing and exercised right of cancellation or withdrawal, the

buyer will be charged the costs of returning an order up to € 40, unless the goods delivered do not correspond to the goods ordered. If the goods are sent to the purchaser at the request of the purchaser, the risk of accidental loss or accidental deterioration of the goods passes to the purchaser when they are sent to the purchaser, at the latest when they leave the factory / warehouse. This applies regardless of whether the goods are dispatched from the place of performance or not.

The choice of the type of dispatch is left to us, unless expressly prescribed by the buyer. If the customer specifies the type of dispatch, he bears any additional costs that may arise. The same applies to increases in freight rates occurring after the conclusion of the contract, any additional costs for diversion, storage costs, etc., unless carriage paid delivery has been agreed. The goods cannot be exchanged; statutory provisions remain unaffected by this. In the case of order-related production, excess or short quantities of up to 15% can be delivered. If the return of products is accepted for a reason other than a guarantee / warranty, NIPPON GENETICS EUROPE GmbH reserves the right to charge a return fee in any case, subject to a successful incoming goods inspection. This can be (a) for the expenses of transport, goods control, packaging, storage, etc. 20% of the invoice value or (b) the amount that a supplier invoices NIPPON GENETICS EUROPE GmbH because it is the returned goods. Products are non-catalog goods or (c) the economic loss that NGC Europe suffers due to the unsaleability of the goods because this was an order-related OEM production.

4. Delivery date / Force majeure

We endeavor to meet the delivery date specified by us. The day of delivery is the day on which the goods leave the factory or a warehouse and, if this day cannot be determined, the day on which they are made available to the buyer. In the case of measures in the context of labor disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles that are beyond our control (e.g., lack of raw materials, force majeure), the delivery time is extended accordingly or both sides may be entitled to withdraw from the contract after 8 weeks to resign. In the event of delays in delivery for the reasons mentioned above, the buyer is not entitled to any claims from the delays or non-delivery. The seller is not obliged to purchase supplies from third-party sub-suppliers in the event of partial or complete loss of its sources of supply. In this case, the seller is entitled to distribute the available quantities of goods taking into account his own needs.

5. Terms of Payment

Unless otherwise agreed, the purchase price is always due for payment without deduction within 30 days of the invoice date. Different terms of payment require our written confirmation. If the payment period is exceeded, we are forced to charge default interest in the amount of the customary bank debit interest, but at least in the amount of the rates specified in § 288 Paragraph 1 and 2 BGB. Delay in payment or irregular settlement of the invoice amounts entitle us to stop further deliveries without any remuneration to the buyer. Instead of the agreed method of payment, advance payment or security can be requested at any time if there are doubts about the solvency of the buyer. If the buyer's company is dissolved, or if we become aware of an oath of disclosure or a change in the company owner in connection with the payment difficulties, we are entitled to withdraw from the contract. The seller reserves the right to use payments to settle the oldest due invoice items plus the accrued default interest and costs, in the following order: costs, interest, main claim. Down payments and advance payments are always to be made in Germany plus sales tax.

6. Property rights

If products are manufactured according to the information provided by the customer, the latter guarantees that the manufacture of such an article does not infringe any industrial property rights of third parties. The customer is liable to us for all damage resulting from the assertion of industrial property rights.

7. Returns and Damage Claims

Claims for damages by the buyer – also non-contractual – are excluded in the event of slightly negligent breach of duty by the seller, senior employees and other vicarious agents of the seller, unless the breach of duty causally caused damage to life, limb or health. Mandatory statutory liability provisions remain unaffected. If the buyer, who is an entrepreneur in accordance with Section 14 of the German Civil Code, is granted discounts that not insignificantly reduce the list price, the granting of a discount is also to be understood as compensation within the meaning of Section 478 (4) sentence 1 of the German Civil Code. In such a case, the buyer's claims based on §§ 478 Paragraph 1.2 in conjunction with 437 BGB are limited to the right to a replacement delivery of the defective item. Insofar as contractual statements about liability are made here in the terms of sale and delivery, these are conclusive. Any further liability is excluded.

8. Technical consultation, use and processing, descriptions

The seller's application-related advice in word, in writing and through tests is provided to the best of our knowledge, but is only considered non-binding advice, also with regard to any third-party property rights, and does not release the buyer from his own testing and, if necessary, validation of the products delivered by the seller their suitability for the intended processes and purposes. Application, use and processing of the products are beyond the control of the seller and are therefore solely the responsibility of the buyer. The enclosed product descriptions, hazard warnings and package insert must be observed. Any unauthorized change to the described use and / or change to the goods or the information material is at your own risk.

9. Complaints

All shipments must be checked immediately upon receipt. Complaints about defects in goods can only be considered if they are reported in writing within 8 working days of receipt of the goods. In the event of a justified complaint, the buyer can only request a replacement delivery.

If the replacement delivery does not take place, he has the right, at his discretion, to withdraw from the contract or to request a reduction in the purchase price. Further claims for damages by the buyer are excluded. Goods complained about may only be returned with our express consent.

The warranty period for all claims is one year from the date of delivery of the goods or, where applicable, until the expiry date of perishable goods, provided they are stored in accordance with the instructions.

10. Retention of Title / Ownership

The goods remain our property until they have been paid for in full, including all additional costs. The seller has the right to reclaim the goods without withdrawing from the contract, to sell them elsewhere or to dispose of them in any other way, as long as the purchase price has not been paid in full.

As long as the goods have not been paid for in full, the buyer must hold the goods in trust for the seller and store the goods separately from his property and that of third parties and properly store, secure and insure the goods subject to retention of title against loss and damage at his own expense and as the property of the seller mark. If the buyer is a "businessman" in the sense of the German Commercial Code, he has to exercise the care of a prudent businessman. The buyer hereby assigns his claims from the insurance contracts to the seller in advance. In the event of seizures or other interventions by third parties on the goods, the buyer must notify the seller immediately so that he can file a lawsuit in accordance with Section 771 ZPO. If the buyer does not comply with this obligation, he is liable for the damage incurred. If the third party cannot reimburse the seller for all costs of the lawsuit according to § 771 ZPO, the buyer is liable to us for the loss.

The buyer remains authorized to collect the claim even after assignment, which does not prevent the seller's authorization to collect. In the case of resale, the buyer has to make the transfer of ownership dependent on the full payment of the goods by the buyer. The buyer is not entitled to pledge, transfer by way of security or any other encumbrances. The processing or transformation of the purchased item by the buyer is carried out for the seller. The reserved property of the seller continues to apply in this respect. If the purchased item is processed with other items not owned by the seller, the seller acquires joint ownership of the new item in the ratio of the objective value of the purchased item to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing takes place in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer shall transfer proportional co-ownership to the seller and keep the sole ownership or co-ownership for the seller.

11. Applicable Law and Jurisdiction / Miscellaneous Clauses

The competent court at the registered office of the seller has exclusive jurisdiction. However, the seller has the right to sue at the court responsible for the buyer, or at any other court that may be competent. The place of performance is the seller's place of business. Only the law applicable in the Federal Republic of Germany is to be applied. The application of the international sales law is excluded. Customary clauses are to be interpreted according to the currently valid Incoterms. If it has been agreed that the seller bears customs and import duties in the country of destination, any increases in such expenses that come into effect between the submission of the order confirmation and delivery of the goods shall be borne by the buyer. All other fees, taxes and costs associated with the purchase contract are also borne by the buyer.

12. Data Protection

In addition to these terms and conditions please also refer to our privacy which you will find in the current version at <https://www.nippongenetics.eu/en/data-protection-declaration/>.