

## 1. General

### 1.1 In these Terms and Conditions:

The *Buyer* means the person, firm, company or other organization who or which has ordered Products and/or Services from HARTMANN ANALYTIC GmbH (hereafter called HA);

The *Contract* means the contract for the sale and purchase of Products and/or Services between HA and the Buyer as may be further evidenced by HA's final written offer, quotation or order acknowledgement and no prior proposals, statements, representations or conditions will be binding on either party;

The *Products* means any Goods agreed to be supplied by HA;

**1.2** These Terms and Conditions shall be incorporated into the Contract and shall apply to the exclusion of any conditions of the Buyer. These Terms and Conditions may not be varied or waived except with the express written agreement of HA. The failure of HA to enforce its rights under the Contract at any time, for any period of time, shall not be construed as a waiver of any such rights.

## 2. Prices and Quotations

The price of the Products and/or Services will be HA's quoted price, inclusive of any duties, but exclusive of value added or other taxes. All quotations issued by HA for the supply of Products and/or Services shall remain open for acceptance for the period stated in the quotation or, if none is stated, for sixty (60) days. In all other cases, prices payable are those currently in effect in HA's then current pricelist, which may include charges for handling, freight, packaging, insurance and minimum orders.

## 3. Payment

**3.1** Unless otherwise agreed in writing, payment in full shall be made to HA in the currency invoiced, no later than thirty (30) days from the date of invoice.

**3.2** In the event of late payment, HA reserves the right:

- (i) to suspend deliveries and/or cancel any of its outstanding obligations; and
- (ii) to charge interest at the lower of (a) an annual rate equal to twelve (12) % and (b) any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment.

## 4. Changes and Returns

**4.1** HA reserves the right, subject to prior written notice, to make any change in the specification of the Products, which does not materially affect the installation, performance or price thereof.

**4.2** Products may only be returned with prior authorization from HA.

## 5. Delivery/Installation/Acceptance

**5.1** Any term of delivery shall be construed according the latest edition of Incoterms. If no other term of delivery has been specified in the Contract the Products will be delivered CIP to Buyer's premises or to the agreed destination.

**5.2** Partial deliveries shall be permitted. If the Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from HA that they are ready for delivery, HA may dispose of or store the Products at the Buyer's expense.

**5.3** HA will use all reasonable endeavours to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will HA be liable for any loss or damage due to delay in delivery.

**5.4** The Buyer shall notify HA in writing within five (5) working days of delivery of any short delivery or defects reasonably discoverable on careful examination. HA's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Products. Where delivery of any Product requires an export license or other authorization before shipment, HA shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or

authorization.

## **6. Risk and Title**

The risks of loss of and damage to the Products shall transfer to Buyer in accordance with agreed delivery term. Full title to the Goods shall pass to the Buyer on full payment.

## **7. Warranty**

Any warranty claims, to be valid, requires that the warranted material be returned to HA within the warranty period and in unused condition. HA is free to renounce to return the material. If any portion of the warranted material has been used or altered the warranty is voided and the invoice price of the material is due and payable. All warranted material remains the property of HA until its invoice price has been paid in full. Notification of any breach of warranty must be made in writing within the warranty period. The warranty period is 30 days from the date of billing but not more than one half-life of the nuclide involved. Any warranty claim, to be valid must be based on the failure of HA to have met one or more of the following warranty provision:

HA product warranty provides that all products meet the specifications described on the quotation provided for the product and each product's data sheet will be supplied with authentic analytical data.

The maximum liability for breach of any warranty claim shall be the invoice price of the product. All statutory, express, or implied warranties including warranties as to the fitness of the product for any particular purpose or merchantability of the product are hereby expressly negated and excluded. HA shall not be liable for special, incidental, or consequential damages of any kind.

These products are Not For Use in Humans or Clinical Diagnosis. They are pharmaceutically unrefined and are intended for investigational or manufacturing use only.

Some products in our catalogue are supplied as "in sterile water". These products are packaged with additional precautions to reduce biological contaminations and improve their stability; however, they are pharmaceutically unrefined are intended for investigational or manufacturing use only

## **8. Health and Safety**

The Buyer shall ensure that:

- (i) the Products (provided such Products comply with its specifications) are suitable and safe for the Buyer's intended use;
- (ii) the Products are handled in a safe manner.

## **9. Indemnities**

Except where a claim arises as a direct result of the negligence or breach of contract of HA, the Buyer shall indemnify HA in respect of any claim which may be made against HA:

- (i) arising in connection with the Buyer's unintended use of the Products;
- (ii) alleging that the Buyer's use of the Products infringes the intellectual property rights of any third party.

## **10. Insolvency**

In the event that the Buyer becomes insolvent or applies for bankruptcy or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), HA shall be entitled immediately to terminate the Contract without notice and without prejudice to any other rights of HA hereunder.

## **11. Force Majeure**

**11.1** A party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not

limited to, strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment.

**11.2** If an event of force majeure exceeds one (1) month a Party may cancel the Contract without liability.

## **12. Governing Law**

This Contract shall be governed by and construed in accordance with the substantive laws of Germany.