

## General Terms and Conditions of Business Relating to Goods and Services of DJB Labcare

### 1. Scope of validity

These terms and conditions shall apply to all offers and contracts of DJB Labcare Ltd. These conditions shall be deemed to be incorporated in any contract, written or implied, for DJB Labcare to supply goods or services and unless otherwise agreed to the contract in writing, orders written or verbal are only accepted in accordance with these conditions to the exclusion of any conditions stipulated by the Customer. Waiver of all or part of these conditions shall not be valid unless expressly agreed in writing by DJB Labcare.

### 2. Offer

2.1 Oral agreements shall only become valid when DJB Labcare confirms the same in writing. DJB Labcare offers that do not include any acceptance deadline may be revoked by DJB Labcare.

2.2 The documents belonging to the offer/contract, such as illustrations, photos, drawings and specifications of dimensions, provide only approximate indications insofar as they are not expressly designated as binding.

2.3 Information (including specifications, designs and illustrations) given in any DJB Labcare promotional literature or communication is believed to be accurate at the time of issue. Any typographical, clerical or other error or omission in

and communication issued by DJB Labcare shall be subject to correction without any liability on the part of DJB Labcare.

2.4 Drawings and illustrations shall remain in the ownership of DJB Labcare. DJB Labcare reserves the right, during the course of further developments, to effect changes to the products/services insofar as the customer can reasonably be expected to accept the same.

### 3. Prices

3.1 Prices given in and DJB Labcare communication should only be regarded as correct at the time of issue, or, if printed, correct at date of publication. All prices and charges, other than those fixed by specific contract, are subject to alteration without notice.

3.2 All prices shall be EXW, excluding statutory domestic value added tax, or comparable foreign tax.

3.3 Customers within the EU shall be obligated to indicate their VAT identification number.

3.4 If Customer claims any tax exemption, the Customer must provide a valid, signed certificate or letter of exemption for each respective order.

### 4. Delivery

4.1 If the customer requests delivery, this shall be charged to the customer and be at the risk of the same.

4.2 Despatch of goods shall be made by the most

appropriate method or as specified by the Customer.

4.3 Any exception to these charges will be stated in the relevant communication.

4.4 A charge for carriage will be levied on the first shipment only where DJB Labcare elects, at its sole discretion, to effect more than one despatch to complete the order.

### 5. Delivery Dates/Times

5.1 All shipping dates are approximate only, and DJB Labcare will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond DJB Labcare's control.

5.2 Failure to meet quoted or expected delivery dates shall not entitle the Customer to withhold any payment which is already due to DJB Labcare.

5.3 Products as to which delivery is delayed due to any cause within the Customer's control may be placed in storage by DJB Labcare at the Customer's risk and expense.

### 6. Goods in Transit

#### 6.1 UK Sales

DJB Labcare will accept no claim for credit, replacement or repair if the Customer fails to comply with the following requirements:

a) Non-arrival – delivery notes listing consignment contents are sent with goods but DJB Labcare do not give separate notification of despatch. Receipt of an invoice must

be regarded as notification of despatch. If the goods have not been received within 14 days of invoice date, DJB Labcare must be informed in writing so that the consignment can be traced or claim lodged.

b) damage and loss – damage and/or partial loss in transit must be reported to DJB Labcare within 3 days of receipt of consignment. Damaged goods and the packing must be retained in case inspection is required. DJB Labcare may subsequently require the goods to be returned.

c) discrepancies – any discrepancies (shortages or errors) between goods received, delivery notes and Customer's order must be notified in writing to DJB Labcare within 3 days of receipt

#### 6.2 Export Sales

a) unless otherwise agreed in writing DJB Labcare's responsibility for loss or damage to, or for the non-arrival of goods, ceases once that are put onto rail, ship, aircraft or other transport for onward transmission to the Customer. In a case where DJB Labcare is not requested by the Customer to arrange insurance of the goods, DJB Labcare shall not be obliged to give the notice required by section 32(3) of the Sale of Goods Act 1979 (which relates to the giving by the seller to the buyer notice to enable the buyer to insure goods which are to be transported)

b) The customer shall inspect and test the goods immediately on their arrival and shall give DJB Labcare notice in writing of any defect or other matter or reason whereby the goods are not in accordance with the contract. If the Customer shall fail to give such notice the goods shall be deemed to be in accordance with the contract and the customer shall be bound to accept and pay for them.

## 7. Terms of Payment

7.1 Except where specified differently in any quotation or invoice, DJB Labcare may invoice the Customer upon shipment for the prices and all other charges payable to DJB Labcare. Payment terms are net thirty (30) days from the date of invoice.

7.2 If the Customer fails to pay any amounts when due, the Customer shall pay DJB Labcare interest thereon at a periodic rate of two percent (2%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable legal fees and disbursements and court costs) incurred by DJB Labcare in collecting such overdue amounts or otherwise enforcing DJB Labcare's rights hereunder.

7.3 DJB Labcare reserves the right to require from the Customer full or partial payment in advance, or other security that is satisfactory to DJB Labcare, at any time that DJB Labcare believes in good faith that the

Customer's financial condition does not justify the terms of payment specified.

7.3 All payment shall be made in the currency specified in the invoice.

7.4 DJB Labcare does not accept credit card information via email, fax or phone.

## 8. Order Cancellation

Orders in process may be cancelled only with DJB Labcare's written consent and upon payment of DJB Labcare's cancellation charges. Orders in process may not be changed except with DJB Labcare's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price thereof.

## 9. Warranty

9.1 DJB Labcare warrants that the Products will operate or perform substantially in conformance with DJB Labcare's published specifications and be free from defects in material and workmanship when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts.

9.2 Where the goods have been manufactured and supplied to DJB Labcare by a third party, any warranty guaranteed to DJB Labcare in respect of the goods shall be passed on to the Customer.

9.3 DJB Labcare agrees during the Warranty Period to repair or

replace, at DJB Labcare's option, defective products so as to cause the same to operate in substantial conformance with said published specification: provided that the Customer shall: a) promptly notify DJB Labcare in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and b) after DJB Labcare's review, DJB Labcare will provide the Customer with job number and/or a return authorisation, which may include biohazard decontamination procedures and other product-specific handling instructions, then if applicable the Customer may return the defective product to DJB Labcare, or alternatively service personnel may attend customer site to assess the defect.

9.4 Replacement parts may be new or refurbished, at the election of DJB Labcare. All returned parts shall become the property of DJB Labcare.

9.5 In no event shall DJB Labcare have any obligation to make repairs, replacements or corrections required in whole or in part, as the result of a) normal wear and tear, b) accident, disaster or event of force majeure, c) misuse, fault or negligence of or by the Customer, d) use of the products in a manner for which they were not designed e) causes external to the products

such as but not limited to power failure or electrical surges f) improper storage and handling of the products or g) use of the products in combination with equipment or software not supplied by DJB Labcare.

9.6 If DJB Labcare determines that products for which the Customer has requested warranty services are not covered by warranty hereunder, the Customer shall pay or reimburse DJB Labcare for all costs of investigating and responding to such a request at DJB Labcare's then prevailing time and materials rates.

9.7 If DJB Labcare provided repair services or replacement parts that are not covered by this warranty, the Customer shall pay DJB Labcare therefore at DJB Labcare's then prevailing time and materials rates.

9.8 Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the products performed by and person or entity other than DJB Labcare without DJB Labcare's prior written approval, or any use of replacement parts not supplied by DJB Labcare shall immediately void and cancel all warranties with respect to the affected products.

9.9 The obligations created by this warranty statement to repair or replace a defective product shall be the sole remedy of the customer in the event of a defective product except as expressly provided in this

warranty statement. DJB Labcare disclaims all other warranties whether express or implied, oral or written, with respect to the products including, without limitation, all implied warranties of merchantability or fitness for any particular purpose. DJB Labcare does not warrant that the products are error free or will accomplish any particular result.

9.10 The warranty shall exclude used goods as well as new and used spare parts, unless fitted by a DJB Labcare engineer.

## 10. Returns

A return will be at the sole discretion of DJB Labcare. Where the Customer wishes to return the goods to DJB Labcare in full working order with no defect, they should be unused. Any goods will be subject to a restocking fee of 25% of the total payment price plus VAT. Carriage shall be paid for by the Customer.

## 11. Goods on Approval, Sale or Return, or Loan

11.1 The customer in accepting the goods on approval, sale or return, or loan accepts liability for all damage to or loss of such goods, and agrees to recompense DJB Labcare in full for the same. Liability extends to goods in transit, if they are returned to DJB Labcare.

11.2 Customers, if returning goods, may be requested to return any special packaging which has been used (e.g. customer made preformed styrene, flight cases etc.) DJB Labcare reserve the right to charge

for any such packaging nor returned.

## 12. Property and Risk

12.1 All goods are supplied by DJB Labcare on the following conditions:

- a) Risk shall pass to the Customer's premises, except in the case of export sales to which condition xxx shall apply
- b) The goods shall remain the sole and absolute property of DJB Labcare until payment in full of the price of the goods, in cash or cleared funds, has been received
- c) Until the goods are paid for in full, the Customer shall hold them only as bailee and any right of the Customer to possession of the goods shall cease immediately if:

- The Customer becomes unable to pay or stops paying its debts,
- The Customer makes and arrangement with its creditors generally,
- A receiver is appointed over any of the Customer's property,

Whereupon DJB Labcare shall have the right by its servants or agents to enter onto any premises owned or occupied by the Customer or any third party in order to remove such of the goods that may be stored there.

12.2 The Customer is hereby given authority to sell the goods whilst they are still the property of DJB Labcare provided that the entire proceeds of sale resulting therefrom are

held on trust for DJB Labcare absolutely, and are not mixed with any other monies not retained for the benefit of DJB Labcare and such monies shall be identified as DJB Labcare's money.

12.3 Payment shall be due in accordance with Section 7, whether or not the property in the goods has passed as above and DJB Labcare shall be entitled to sue for any monies due under any contract even if the property on the goods has not passed.

## 13. Liability

13.1 DJB Labcare shall not be liable for the correct choice of products for the purpose intended in the individual case and for the correct linkage of such products to another or to items of the customer. This shall be the sole responsibility of the customer. DJB Labcare disclaims any and all liability for faulty and/or false connections of products and for any use that is non-compliant to applicable law in the country of use.

13.2 Except where liability relates to death or personal injury resulting from negligence of DJB Labcare or its employees or sub-contractors or agents, DJB Labcare's liability arising out of any breaches of contract shall be limited to the invoice value of the goods or services supplied and in no event shall DJB Labcare be liable for the following loss or damage howsoever caused:

- a) Economic loss which shall include loss of profit,

business revenue or goodwill

- b) Damage in respect of indirect or consequential loss or damage (other than direct physical damage to tangible property of the customer caused by the negligence of DJB Labcare, its employees, agents or subcontractors to the extent that DJB Labcare is legally liable for the negligence of such person or persons)

- c) Any claim made against the Customer by another party

## 14. Limitations of Claims

All customer claims, irrespective of their legal basis, shall be subject to a limitation period of one year. The statutory limitation periods shall apply with respect to intentional behaviour or fraudulent conduct.

## 15. Force Majeure

Neither party shall be liable for any circumstances beyond their reasonable control

## 16. Applicable Law

The contract shall be governed by and construed in accordance with English Law and parties irrevocably agree to submit to the jurisdiction of the English Courts save that DJB Labcare shall be entitled at its sole discretion to refer such disputes to the courts of any jurisdiction in which the Customer carries or has carried on business.