

Conditions of sales and delivery – October 2015

Offers

- 1.1 The offer is valid 30 days from its delivery, unless otherwise specified in the offer.
- 1.2 If the offer is specified to be non-binding, or are subject to resale, binding supply agreement is only concluded by the purchaser's receipt of written confirmation, and only the contents of this is binding for Science Labs Denmark.
- 1.3 Specifications in catalogs, brochures, etc. and verbal information about the purpose, weight, features and application is binding only when it is expressly stated in the offer or confirmation.

2. Prices

- 2.1 Pricing and Delivery is subject to change until delivery, unless otherwise confirmed in writing by Science Labs Denmark.
- 2.2 All prices are quoted incl. VAT and without special agreements.
- 2.3 To orders under dkr. 625, - incl. VAT is added an administration fee of dkr. 312,50, - incl. VAT, unless otherwise confirmed in writing by Science Labs Denmark.
- 2.4 The risk of price increases due to currency changes and changes in taxes of any kind, is the responsibility of the buyer until final payment has been made.
- 2.5 If the offer or order confirmation lists exchange rates and currency exchange rates on the delivery date has been changed more than +/-2,25% compared to the specified, Science Labs Denmark is obliged and entitled to adjust prices accordingly.
- 2.6 The indicated prices in order confirmation or contract are set on the basis of the date of the offer applicable duties and taxes, as well as the rate between Danish kroner and the current foreign currency, if other rate is not explicitly stated.

3. Delivery

- 3.1 Unless otherwise agreed in writing all orders/deliveries are added freight costs at no less than dkr. 186,25 incl. VAT by Science Labs Denmark. Back orders are delivered freight free.
- 3.2 Chemicals are generally NOT sold to private individuals. All sales of chemical products for businesses, educational institutions or other public institutions, and private individuals are registered with information about the date of purchase, the buyer's name and address, what chemical and quantity. The information is stored for at least 5 years. At the conclusion of the order, the customer accepts such registration.
- 3.4 Science Labs Denmark reserves the right to not sell chemicals and other laboratory specific equipment, such as for example distillation equipment to private individuals or firms that are deemed not to have any specific use for the product.
- 3.3 Delivery is made to that location specified in the quotation or order confirmation with delivery method by Science Lab option.
- 3.5 In case of force majeure or other circumstances outside the Science Labs Denmark's control, Science Labs Denmark is entitled to postpone or cancel the order.

4. Delivery times

- 4.1 The offer or order confirmation quoted delivery time is on the basis of current stock and expectations on delivery times from suppliers.
- 4.3 If delivery is made impossible or significantly complicated by damage to machinery, which necessitating a temporary stoppage of production, manufacturing, packaging or similar relationship with suppliers, Science Labs Denmark has to forthwith inform the buyer thereof.
- 4.3 Science Labs Denmark incur no claims in connection with the aforementioned delivery obstacles like these do not entitle the customer to cancel the order.

5. Back Orders

- 5.1 Does the offer, order confirmation, delivery note or invoice states that the item is backordered, delivery will take place immediately after the item has been returned to stock, unless the customer immediately and before delivery cancel the item.

6. Complaints

- 6.1 The buyer must immediately upon receipt of delivery, inspect and review the delivered goods to ensure that they are free of defects and in contractual condition. Complaints of defects must immediately be made in writing with due reference to the offer, order confirmation, delivery note or invoice.
- 6.2 The defective product must be returned in the same condition as they were delivered.
- 6.3 If the buyer is filing a complaint, Science Labs Denmark is entitled to, without prejudice to any delayed complaints, start negotiations with the buyer.
- 6.4 Items that appear tainted by production or material defects will be repaired or exchanged after Science Labs Denmark option. Repair or replacement covers both parts, labor and transportation costs.
- 6.5 The remedy period for appliances, unless otherwise stated in the offer or order confirmation, is 12 months from date of delivery.
- 6.6 Science Labs Denmark's duty of remedy is limited to defects that is not caused by usage, installation, faulty use or poor maintenance. Furthermore the apparatus must not be sought to be repaired other than by Science Labs Denmark.

7. Installation

- 7.1 The installation, commissioning and user training is not part of the offer, unless otherwise stated.
- 7.2 Structural work or secondary damage caused by installation, as well as any repairs after the installation is complete, is no concern of Science Labs Denmark.

8. Payment Terms

- 8.1 Unless otherwise expressly stated in our offer or order confirmation, the purchase amount shall be paid in advance upon receipt of order confirmation. Items purchased specially ordered or manufactured must always be prepaid upon receipt of order confirmation.
- 8.2 The purchase amount is payable at the specified time, even though the buyer's conditions would result in delivery cannot

be made in time. If payment terms are not observed, Science Labs Danmark can bear interest receivable from the due date. The fixed penalty interest, is at least 2.0% per month started. Interest is calculated of the anytime due interest-bearing balance incl. any previously accrued interest.

8.3 Cash discount is not granted.

8.4 For orders on the manufacture or delivery of special apparatus, and for orders for delivery outside Denmark (including Greenland and the Faroe Islands), Science Labs Danmark commonly ask for prepayment or opening an irrevocable confirmed letter of credit.

8.5 Science Labs Danmark retains the ownership of the products delivered until final payment has been made.

9. Returns

9.1 Goods can only be returned by prior arrangement in unused and faultless condition, in original packaging and with due reference to the offer, order confirmation, delivery note or invoice. Special manufactured items are not returnable. Approved returns are credited with a deduction of 10% of the purchase price with the minimum of dkr. 300,- incl. VAT on carriage paid to Science Labs Danmark's address.

9.2 Returnable packaging may only be returned when the packaging of Science Labs Danmark is marked "returnable". The packaging is credited in accordance with current return daily price if it is not damaged.

9.3 Items with limited shelf life or products specially manufactured or taken home specifically, cannot be returned or credited.

8. Payment Terms

10.1 Science Labs Danmark is only liable for personal injury if it is proved that the damage was caused by negligence of Science Labs Danmark.

10.2 Science Labs Danmark is not responsible for damage to real estate or personal property occurring while the material is in the buyer's possession. Science Labs Danmark is not responsible for damage to products manufactured by the buyer or products from which they form part. Science Labs Danmark liable for damage to real estate and personal property under the same conditions as for personal injury.

10.3 Science Labs Danmark is not responsible for loss of earnings or other indirect losses.

10.4 If, in relation with the buyer's use or resale of Science Labs Danmark's deliveries, may incur Science Labs Danmark product liability to third parties, the buyer is required to keep Science Lab indemnified to the same extent as Science Labs Danmark is limited to the above conditions for personal injury, damage on real estate or personal property.

10.5 If a third party makes a claim against either party for damages against one of the parties pursuant to this point, that Party shall notify the other party immediately.

10.6 Science Labs Danmark and buyer are mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims made against one of them because of the damage allegedly caused by the delivery.

11. Export Terms

11.1 Science Labs Danmark undertakes, at its own expense, to ensure the necessary domestic and foreign authorities authorized the sale of products and documentation to the buyer in Denmark. This agreement is subject to that the appropriate permits are obtained. Buyer agrees that the purchased products and documentation may not be used in violation of the relevant permits and regulations. Buyer declares that the buyer is aware of the existence of the above provisions, and to re-export of this agreement covered products therefore cannot take place without the buyer obtains the necessary domestic and foreign authorities' permission.

12. Law and Jurisdiction

12.1 Disputes between the parties shall be governed by Danish law and with the Maritime and Commercial Court in Copenhagen as venue, except actions by third parties pursuant to section on product liability.

October 2015