

General sales and delivery conditions

General information

The handing over of this list does not establish any claim for direct delivery. With the placing of an order the buyer recognises our sales conditions: If there should be any conflicting purchasing conditions of our customers, these will be ineffective, even if we do not expressly contradict them.

Setting-off against counter claims of the ordering party is excluded in all conceivable cases, except if the counter claims are undisputed or legally established.

The supplier has the right to assign his accounts receivable for sales and services for financing purposes. In case of assignment, the reservation of title will be prolonged and extended. If the ordering party gets into default in payment, all the other receivables will become immediately due for payment without there being a need for a special notice of default.

For deliveries and services rendered to ordering parties in foreign countries it is understood to be expressly agreed that in case of default in payment by the ordering party all the costs of legal action done by the supplier, including both court and out-of-court costs, will be borne by the ordering party.

If the contract partner is a businessman, the registered office of the supplier company will be the place of jurisdiction for any resulting legal disputes. The supplier, however, has the right to sue at the contract partner's place of jurisdiction. For both parties the contract relationship is exclusively subject to German law.

Prices

Prices are net in EURO, non-binding, and determined by the prices valid on the day of delivery in case of direct purchasing. The Prices are exclusive shipping and packing costs. Our latest current price list always is valid. Any previous price lists become invalid.

We are entitled to make partial deliveries, which we can separately invoice in each case. For purchases effected through distributors, their terms of delivery and payment will be valid.

In case of a considerable increase of costs prior to the delivery of an order, we are entitled, after corresponding information to the customer, to add these to the agreed price. Within 7 days after the information of such a price increase, the buyer has the right to cancel his order.

Placing of orders

Offers and orders that are placed verbally or through telecommunication means only become legally binding when they are confirmed by us in writing, or when we have dispatched the goods with invoice to the buyer.

Delivery

If any unforeseen circumstances, e.g. equipment failures, lack of raw material, transport difficulties, etc., prevent us from fulfilling our obligations, no matter whether these occurred at our company, at our suppliers, or at the mail service or carrier, the delivery period will be appropriately extended. If delivery becomes impossible due to the above-mentioned circumstances, we will be released from our duty to deliver.

If in the above-mentioned cases the delivery period is extended, or the supplier is released from his duty to deliver, this cannot give rise to any damage claims and cancellation rights of the ordering party.

Payment

Invoices are due and payable within 30 days. A deduction of discount is only permissible, if this is expressly noted on the invoice, and if the payment period is observed.

Dangers

Some of our substances are extremely poisonous and dangerous. Missing danger notes on our labels do not mean that the respective product is harmless.

Our products are only intended for laboratory use by trained personnel. In our get-up they are not intended to be resold to private individuals.

Order synthesis

If you should need any products that are not included in our product range, we are prepared to place our knowledge at your service. In case of such orders, however, we cannot guarantee delivery.

Use of our products

Our products are primarily intended for the field of research, and they must not be used on humans, animals, in the household, or for any other private use.

The use of our products in the field of diagnostics or therapeutics is subject to the respective legal regulations. We assume no liability for personal or property damage resulting from improper handling or storing. We only make deliveries to the trade, and to public research, testing, and educational institutions. After thorough examination we may refuse orders, if there are any indications for a misuse of our products.

Guarantee

The buyer must immediately check whether the condition and quantities comply with the contractual agreements and are suitable for the intended purpose. Defects that are detected during proper checking, and deliveries of other goods than those ordered, must be objected within 14 days after receipt of the goods. Objections and defects that become evident only at a later time, in spite of immediate checking, must be notified immediately upon their detection, or 2 months after receipt of the goods at the latest. If the buyer does not object in due time, the goods are considered to be accepted with regard to condition and quantity. We reserve the right of minor deviations of the goods or versions from the data in our catalogues. Complaints do not constitute a release from obligations to pay. If the buyer complained about a defect or an incorrect delivery in due time, and if the complaint is justified, we have the option to replace the goods or take them back against reimbursement of the purchase price or a credit note.

Quality complaints about unstable products, which are the result of too long or improper storage, cannot be recognised. Damage claims of the buyer which are not based on grossly negligent or intentional violation of our contractual or legal obligations, are excluded, subject to the provisions in the next paragraph.

Damage claims of the buyer due to default or to culpable impossibility on our side, except in cases of intention and gross negligence, are limited in their amount to the invoice value of the quantity of goods we did not deliver or we defaulted in delivery.

If a damage was caused with gross negligence, our liability is limited to the damage foreseeable for us as consequence of the breach of obligation. The liability according to § 1 clause 1 of the product liability law remains unaffected by this provision. If there are any official regulations concerning the handling of the individual products, these must be observed by the ordering party. We refuse any liability for damage that our customers cause due to the non-observance of protective laws (e.g. regulations for hazardous substances). This especially also applies with respect to the observation of any protective laws of third parties. If individual provisions out of these should be ineffective, this does not affect the validity of other provisions.

The company

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