

# General Terms of Trading

## 1. Terms and Conditions of Sale

All orders are accepted on the strict understanding that these conditions of sale apply. Any waiver of these conditions is not valid unless given in writing.

## 2. Quotations, documents, descriptions

All specifications such as dimensions, weights, performance etc. as well as illustrations and graphs listed in quotations, documents and descriptions are without obligation and subject to change without notice.

## 3. Prices

Prices are subject to change without notice. They are pure net prices, quoted ex works (Glattbrugg/Switzerland or Wertheim-Mondfeld/Germany). Value-added tax (V.A.T.) or any other taxes, as well as packaging, forwarding expenses and costs for insurance are not included.

## 4. Orders

For efficient order processing the complete name of the product and the corresponding order number are required.  
Surcharge for small-quantity-shipments: A surcharge of CHF 25.– will be added for deliveries with an invoice total below CHF 125.– (excl. VAT). Partial deliveries are excluded.

## 5. Shipments

Shipping costs are for the account of the customer, however we will always choose the most efficient cost effect means of transport.

## 6. Time of delivery

The delivery date is confirmed by an advice note for those products which cannot be supplied from stock within 8 days after receipt of order. However, we do not take any liability when the time of delivery agreed upon is exceeded, nor do we hold ourselves responsible for possible consequential damages. Exceeding the delivery date does not give the customer the right to cancel the order or to claim for compensation.

## 7. Title to goods

Ownership of the goods will not pass to the Buyer until payment for the goods has been received in full. Nevertheless all risk in the goods shall pass to the Buyer when the goods are despatched from our premises.

## 8. Installations

The Buyer is solely responsible for the suitability of the site for the installation of the goods and for all services necessary for the use of our products, e.g. water, compressed-air, electrical connections etc.  
Unless the contract expressly provides, the contract does not include the installation, erection or commissioning of any goods or equipment or the supervision thereof. Where installation is included in the contract it is the responsibility of the Buyer to advise us of prevailing site conditions with respect to physical characteristics, availability of services, normal working hours and any other relevant factors. The Buyer shall ensure that the work can be carried out during normal working hours. Any additional costs caused by any interruption or delay not attributed to us shall be charged to the Buyer together with an appropriate allowance for profit.

## 9. Modifications etc.

Any extra work, requirement or modification in relation to the goods or their installation which is not expressly specified in the contract shall, if we are able and willing to agree thereto, be charged extra. We shall be allowed a reasonable extension or postponement of performance or delivery dates required.

## 10. Terms of payment

Terms of payment are 30 days net after date of invoice unless special conditions have been mutually agreed in writing.; after which the customer is charged with 7% interest on defaulted payment.

When deliveries are spread over a period each consignment will be invoiced as despatched and each invoice will be treated as a separate account and be payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle us to suspend further deliveries and work both on the same order and on any other order from the buyer without prejudice to any other right we may have.

We reserve the right where genuine doubts arise as to the Buyer's ability to pay to suspend delivery of any order without liability until payment or satis-

factory security for payment has been provided. Should the Buyer refuse to accept goods manufactured in accordance with his specifications or be unable to take delivery when the goods are ready to be delivered, we reserve the right to invoice the same for payment as if we had fulfilled our part of the contract in every way.

## 11. Warranty

The period of warranty is 2 years for all pumps and pump-heads (Ecoline series 1 year) manufactured by Ismatec. For other instruments manufactured by Ismatec, e.g. ASIA/FIA, ASA, pipette plunger etc. the period of warranty is 1 year. The Ismatec® warranty covers product specific functioning and perfect manufacture of the used materials.

Defects which show above-mentioned characteristics within the period of warranty are repaired or replaced free of charge. Defects caused by improper transportation and storage, by inappropriate use and/or operational faults, by force majeure or third-party users are not covered by warranty. Defects caused by executed or attempted repairs or alterations to the goods by the Buyer or any other person are not covered by warranty.

All products manufactured by third-party companies such as Masterflex®, Micropump® etc. are covered by and according to the specific warranty of that company or supplier.

No warranty is granted for spare parts and consumables, such as tubing, tube connectors and pump-head cassettes (e.g. if damaged by corrosive media), as well as spare parts and consumables for ASIA/FIA systems, such as stators for valves, membranes for diffusion chamber and debubbler, or ion selective electrodes (both PVC membrane and solid state types), biosensor cartridges, cuvettes, tubing, nipples, T-pieces and connectors. Warranty services for resellers are subject to a special stipulation.

Please apply.

For panel mounted pumps we offer a 1 year warranty in terms of repair or exchange (at our discretion) on production and material defects. We do not accept claims caused by incorrect incorporation or assembly, wiring etc. carried out by the customer.

Shipping costs are charged to the customer.

## 12. Complaints

Complaints are only accepted within 8 days after receipt of the goods. Either the number of the delivery note or the invoice number must be specified. In all other cases, Ismatec regards the delivery as accepted.

## 13. Return of items

The return of items is only accepted if agreed by Ismatec and provided the products are returned in a perfect and well-functioning condition, together with the original packing material including the electrical cables and instruction manuals. A possible credit value is fixed after the goods are examined. A minimum of restocking charges of 10% of the sales price are invoiced if there is no fault on the side of Ismatec. Custom designed products manufactured by Ismatec or especially purchased from third-party companies cannot be returned.

## 14. Commercial protective rights, tools, observance of secrecy

Ismatec reserves title and all commercial protective rights and copyrights to moulds, samples, drawings, technical documents, estimates and quotations handed out to customers, suppliers or third-party companies. These items must not be used in another way than agreed with Ismatec. Without prior agreement with Ismatec, customers, suppliers and third-party companies are neither allowed to manufacture the moulds, samples, tools or other equipment received from Ismatec nor have them copied by other manufacturers.

In case that Ismatec deliver products designed and manufactured according to drawings, models or samples supplied by the customer, it remains the customer's responsibility that no commercial protective rights or any other rights of third-party companies will be violated. The customer will be held responsible if due to non-observance of such rights damages should occur. The customer must keep secret from third-party companies all non-public information acquired by the business relationship with Ismatec.

## 15. Applicable law and legal domicile

Swiss law will be applied.

Legal domicile is the seat of ISMATEC SA in 8152 Glattbrugg/Switzerland.