



HUBERLAB.

committed to science

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of HUBERLAB. AG in Aesch, hereinafter referred to as HUBERLAB. AG are designated for the sale and delivery of products and services.

Validity

The following terms and conditions apply to all transactions with HUBERLAB, unless otherwise agreed. The deliveries, services and offers from HUBERLAB. AG are exclusively based on these terms and conditions. By placing an order, the buyer acknowledges the following conditions. The conditions of purchase of the buyer obligate HUBERLAB. AG not, even if not expressly contradicted. Counter-confirmations of the buyer, with reference to his business or purchasing conditions are hereby expressly contradicted. Deviations from these terms and conditions are only effective if HUBERLAB. AG confirmed this in writing.

Offer and Conclusion of Contract

All offers are non-binding, unless otherwise confirmed. Drawings, illustrations, dimensions, weights and other performance data are only binding if expressly agreed in writing. Verbal, written or by data transmission orders are only then legally binding, if they have been confirmed by HUBERLAB. AG in writing or when the goods and invoice have been sent to the buyer. Special arrangements or requests, e.g. special packaging or similar, must be explicitly repeated in every order. For the customer procured, so called non-stock item resp. procurement items can not be exchanged or returned. Each order is confirmed in writing form.

Prices & Payment Terms

The prices are non-binding and are to be understood as selling prices in Swiss francs without value added tax (VAT), as well as all other fees, charges and taxes. Invoicing is in Swiss Francs at the prices valid on the day of delivery. Deliveries of laboratory products, excluding dangerous goods, are made from our warehouse in Switzerland packaging included; from CHF 300.- order value free of charge within Switzerland. This also applies to equipment transports, unless confirmed otherwise in writing. The minimum order value is CHF 25.-. At order values below CHF 300.- we charge a flat rate for processing, transport and packaging of CHF 24.-. For orders for laboratory products, exclusive dangerous goods, via our webshop under CHF 150.-, we charge for processing, transport and packaging CHF 15.-, transport- and packaging costs for dangerous goods are calculated and confirmed separately. Express deliveries are charged according to expenditure. When refrigerated shipping of goods is needed the additional costs are incurred, which are explicitly specified on the order confirmation. For certifications of invoices we charge the external costs and a flat fee of CHF 140.- for all costs. Additional purchases and discounts are always excluded. Invoices are payable within 30 days of the invoice date (= delivery date) without any deduction. The payment obligation is only then fulfilled when the invoice amount is credited to our bank account. If the due date for payment is exceeded, we are entitled subject to the assertion of a further delay damage and without reminder to demand default interest in the amount of the usual bank interest rates. A discount granted in principle, even if advance payment or payment takes place without recourse to a target. When starting a new business relationship we can advance payment or require guarantees. Advance payment may also be required if the payment period of invoices is exceeded or doubt insist on the solvency of the customer; in these cases also granted payment terms can be recalled. Should with collective bills some individual positions in dispute, the buyer is nevertheless obliged to make timely payment of the undisputed positions. Delivered goods remain the property of HUBERLAB. AG until full payment. For annual financial statements 12 months or a multiple of 12 months are calculated from the date of the first delivery. If a customer has financial difficulties, HUBERLAB. AG is free to deliver the remainder or not.

Deliveries & Services

The terms of delivery are generally not binding, unless otherwise agreed in writing. Partial deliveries are permitted and may be required upon order placement by the customer. HUBERLAB. AG always strives to adhere to the delivery time specified on the order confirmation, under the restriction of the timely delivery by their supplier. Due to delay of the deliveries or achievements the customer has no rights or claims for indemnification. Shipping is from warehouse Switzerland. The goods travel at the risk of the customer. For delays caused by the buyer the risk is already transferred to the consignee upon notification of dispatch. In the event of damage and loss during transport HUBERLAB. AG is not liable. The transport risk is also borne by the customer for free deliveries. The mode of transport provided is selected by HUBERLAB. AG. A transport insurance must be completed by the customer. Benefit and risk go with the departure of the delivery from HUBERLAB. AG warehouse on the customer. For delivery and service delays due to force majeure, official measures or other unforeseen circumstances – this also includes subsequent material procurement difficulties, breakdowns, staff shortages, lack of means of transport, etc. - HUBERLAB. AG is also not responsible for confirmed binding delivery times. For force majeure HUBERLAB. AG is entitled to postpone a reasonable time or to withdraw from the contract in whole or in part for the unfulfilled part. Damages of the buyer are excluded. Externally visible damage, losses or defects must be checked by the customer before acceptance of the goods and executed an appropriate note on the delivery papers. In the case of rail transport, the railway must also be required to take stock of the facts. In the case of parcel shipments, the damage must be certified in writing by the transport company before acceptance of damaged parcels. For not immediately recognizable damages, which turn out during the unpacking, the transport carrier or the HUBERLAB. AG customer service has to be notified immediately and in writing. Packing materials and damaged products should be left in the unaltered state until the fact. HUBERLAB. AG doesn't take over a compulsory insurance.

Complaints, Returns, Warranty and Liability

The buyer checks immediately after receipt of the delivery, if quality and quantity correspond to the contractual agreements. With proper verification of observable defects and delivery of other than the ordered products or quantities must be claimed within 8 days of receipt. If the buyer omits the timely complaint, the delivery is considered approved. Complaints do not release from the obligation to pay. Prior to a possible return of the goods, our written consent must always be obtained. Returns without written approval will not be accepted. Non-stock items or custom made items are excluded from return or exchange. Re-returns or cancellations of items in unusually large order quantity are subject to the return conditions of the respective manufacturer plus any resulting activities. In case of incorrect orders of the buyer, 20% of the value of the goods will be charged as restocking and handling fees. Credits will not be refunded. The return of goods is only accepted packed in perfect condition in the original packaging, for devices with warranty certificate and operating instructions, carriage paid. The calculation of the return is based on the net value of goods. Any lower value of the goods as well as discount will be deducted. Opened packages, non-stock items, custom-made products and HUBERLAB. AG YourDesign articles will not be withdrawn. Claims for damages of the buyer due to delay or due to defects of the contractual goods or services are, except in the case of intent and gross negligence, excluded. In any case, claims for damages due to delay or defects are in the amount limited to the invoice value of goods that have not been delivered on time or with defects. Technical changes or improvements of the products are expressly reserved. Technical specifications on HUBERLAB.CH/COM, in catalogs or brochures are without any other written agreement not binding. Technical advice is provided to the best of our knowledge within the given possibilities and are not binding. HUBERLAB. AG recommendations do not release customers from checking the suitability of the products for the intended purpose. In particular, HUBERLAB. AG rejects in full a liability for the violation of any property rights of third parties.

Guarantee

Warranty and guarantee expire prematurely if the customer or third party improperly make changes or repairs or if the orderer, if a defect has occurred, does not immediately take all measures to mitigate damage and gives HUBERLAB. AG the opportunity to remedy the defect. For equipment, the warranty period begins on the day of delivery and comes with the warranty or warranty period on the delivery documents recorded. Wear parts are excluded from the warranty. If there are obvious defects in materials or workmanship, which are reported within the warranty period, devices will be repaired or replaced free of charge. For spare parts, which have not been installed by HUBERLAB. AG or the manufacturer and for glass breakage there is no guarantee. The warranty expires if the buyer does not fulfill his contractual obligation. HUBERLAB. AG is expressly liable only for the careful for the careful execution of the services. Further claims as well as causal liability, liability for consequential damages or for any revenue loss are excluded.

Property Rights

By purchasing our products, no license to any of our intellectual property rights is acquired. The export of our goods can cause injury of third-party property rights. HUBERLAB. AG rejects any liability for such cases.

Disclaimer

All breaches of contract and their legal consequences as well as all claims of the customer, irrespective of their legal grounds, are finally regulated and contained in these conditions. In particular, all not expressly stated claims for damages, reduction, cancellation of contract or withdrawal from the contract are excluded. In no case shall there be any claims for damages that did not arise on the delivery item itself, such as namely loss of production, loss of use, loss of orders, lost profit and other direct and indirect damages.

Ineffectiveness of individual provisions

The invalidity of individual provisions shall not affect the validity of the other provisions.

Jurisdiction and choice of law

Place of fulfillment and jurisdiction is the registered office of HUBERLAB. AG. All contractual relationships are governed exclusively by Swiss law.

(Aesch, February 2020)

