



General Terms and Conditions

1. Scope of application

The present General Terms and Conditions (GTC) form integral part of any sales agreement entered into between BioConcept and the buyer unless the parties have expressly agreed otherwise in writing. Opposing or deviating general terms and conditions of the buyer shall not apply unless BioConcept has accepted them in advance in writing.

By placing an order in accordance with section 2, the buyer will be deemed to have fully accepted these GTC effective on the day the order has been placed. These GTC can be accessed online via the website of BioConcept www.bioconcept.ch
A written copy may be obtained from BioConcept at any time upon request in writing.

2. Product information and orders

The information published in advertising materials and on the website of BioConcept, particularly the product descriptions and price lists, are not binding.

Orders may be placed with BioConcept by telephone, in writing (letter or fax), via electronic ordering system on the website of BioConcept www.bioconcept.ch, or via e-mail (info@bioconcept.ch)

3. Prices and terms of payment

BioConcept's deliveries are Ex Works Allschwil, Switzerland (Incoterms 2000) including usual packaging. Special packaging components such as dry ice or cool packs will be charged separately. VAT, tax on volatile organic compounds (VOC) as well as any other taxes shall be borne by the buyer. Prices will be invoiced in Swiss Francs (CHF). The invoice has to be paid within 30 days from the date of invoice.

BioConcept reserves the right to change its prices and payment terms at any time. However, the prices and payment terms applicable on the date when the order has been placed will apply to the products ordered by the buyer.

4. Shipment of products and returns

Products delivered to the buyer may not be returned for credit except with BioConcept's prior written permission, and then only in strict compliance with BioConcept's return shipment instructions and in original packaging.

5. Delay in delivery

BioConcept shall not be liable for any loss, damage, or penalty as a result of any delay in or failure to manufacture, deliver, or otherwise perform hereunder due to any cause beyond BioConcept's reasonable control, including, without limitation, act of the buyer, embargo or other governmental act, regulation or request affecting the conduct of BioConcept's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

6. Use of the products

The products may only be used in accordance with applicable laws and regulations. BioConcept will not be liable for any damage that is due to the products being used contrary to applicable laws and regulations or improper handling.

7. Defects and warranty

Any defects of the products shall be notified to BioConcept within 3 days after receipt of the products. If any defect detected on the products can be attributed to BioConcept, BioConcept shall be entitled, at its discretion, to either replace the products or refund the purchase price.

8. Limitation of liability and hold harmless

To the maximum extent admissible under applicable law, BioConcept shall not incur any liability in connection with the agreement entered into between BioConcept and the buyer. BioConcept shall not incur any liability in connection with any damage caused to the buyer as a result of any acts or omissions of BioConcept's auxiliary persons. BioConcept's aggregate liability shall under no circumstances exceed the price paid by the buyer for the purchase of the products giving rise to the buyer's claim for damages.

The buyer shall indemnify and hold BioConcept harmless against all claims by third parties against BioConcept by reason of injury or damage caused by or arising in connection with the buyer's use of BioConcept's products in any manner, such as integration of BioConcept's products in the buyer's own products or transformation or reconditioning of BioConcept's products by the buyer.

9. Data protection

BioConcept will only record and use data relating to the customer that is necessary for the purpose of the agreements entered into, or to be entered into, by BioConcept and the buyer.

10. Partial invalidity

If any part of these GTC is found partially or wholly invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of the GTC will remain in full force and effect.

11. Governing law and jurisdiction

All agreements entered into by BioConcept and the buyer will be governed by Swiss substantive law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

The exclusive place of jurisdiction for any disputes arising from or in relation with any agreement entered into by BioConcept and the buyer shall be Allschwil (Baselland), Switzerland.

Allschwil, 19.01.2012
