



## GENERAL TERMS AND CONDITIONS

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

### Scope

The following General Terms and Conditions apply to all legal relationships (e.g. offers, contract negotiations, contracts) with HUBERLAB. AG, unless expressly agreed otherwise. Deliveries, services and offers of HUBERLAB. AG are made exclusively on the basis of these terms and conditions. By placing an order with HUBERLAB. AG, each Purchaser confirms, accepts and agrees that the sale and delivery of goods and the provision of services are governed by these GTC. HUBERLAB. AG reserves the right to amend these GTC at any time. Amendments shall apply to all legal relationships between the Purchaser and HUBERLAB. AG. Purchasing conditions or other general contractual conditions of the Purchaser shall not be binding on HUBERLAB. AG, subject to explicit written consent, even if not expressly contradicted. Counter-confirmations of the Purchaser which refer to their terms and conditions of business or purchase are hereby expressly rejected. Deviations from these General Terms and Conditions shall only be effective if they are confirmed by HUBERLAB. AG in writing.

### Offer and conclusion of contract

All offers, price lists, product descriptions, brochures, plans and similar of HUBERLAB. AG are subject to change and non-binding and may be amended or revoked at any time, unless expressly confirmed otherwise. Drawings, illustrations, dimensions, weights and other performance data are only binding if this has been expressly agreed in writing. Orders placed verbally, in writing or by data transmission shall only become legally binding once they have been confirmed in writing by HUBERLAB. AG by means of a separate order confirmation.

Special agreements or requests, such as special packaging, must be expressly stated in each order. Items that have been specially procured for the Purchaser (so-called non-stock items or procurement items) can neither be exchanged nor returned.

**Returns will only be accepted after prior agreement with HUBERLAB. AG by means of a separate order confirmation. Unauthorised returns cannot be accepted.**

**We do not deliver to private individuals. Chemicals are only sold to commercial purchaser who are entered in the commercial register. The completion of an end user declaration is mandatory. Purchasers who are not entered as commercial purchasers in the commercial register must inform HUBERLAB. AG.**

### Prices & terms of payment

Prices are subject to change until the order is confirmed and may be changed up to that point without prior notice, regardless of the previous business relationship and regardless of the specific course of negotiations. Prices are quoted in Swiss francs plus value added tax (VAT) and all other fees, duties and taxes. Invoices are issued in Swiss francs at the prices valid on the day of delivery.

Invoices are payable within 30 days of the invoice date (corresponds to the delivery date) without any deductions. Under no circumstances, in particular not due to alleged or actual defects, shall the Purchaser be entitled to withhold payment or partial payment. The Purchaser's payment obligation is only met when the entire invoice amount has been credited to our bank account. If payment is not made within this period, HUBERLAB.

AG shall be entitled to demand default interest at the usual bank interest rates without further reminder, subject to the assertion of further damage caused by any default. A discount shall not be granted, even if payment is made in advance or within the specified term. HUBERLAB. AG may demand advance payment or instalments at any time. Advance or partial payment or guarantees may be demanded in particular if the payment deadline of an earlier invoice issued by HUBERLAB. AG to this Purchaser has been exceeded or if there are doubts about the Purchaser's financial solvency; in these cases, payment terms granted may also be revoked. If the Purchaser does not make the required advance payments or instalments or guarantees, Huberlab. AG is entitled to withdraw from the contract and to claim damages for non-performance.

If individual items on collective invoices are disputed, the Purchaser is still required to make timely payment of the entire invoice. Delivered goods remain the property of HUBERLAB. AG. In the event of the Purchaser's payment difficulties, HUBERLAB. AG is free to withhold delivery of the remaining quantity.

**Note: Transport and packaging costs for chemical, cleaning and hazardous goods are calculated and confirmed separately and are not itemised on the webshop order confirmation. Obligatory VOC (volatile organic compounds) are invoiced separately. If the order confirmation and the webshop order confirmation specify different amounts, the amount shown on the order confirmation shall be decisive.**

## Delivery & Services

Delivery periods are non-binding unless otherwise agreed in writing. HUBERLAB. AG has the right to deliver a consignment in several instalments. Instalment deliveries can also be requested by the Purchaser when placing the order.

HUBERLAB. AG always endeavours to adhere to the delivery period stated on the order confirmation. The Purchaser shall not be entitled to claim damages for delays in deliveries or services. In the event of non-compliance with a binding delivery deadline, the Purchaser shall grant HUBERLAB. AG a reasonable grace period and, in the event of non-compliance, has the right to withdraw from the contract by written declaration after full payment of the services already provided by HUBERLAB. AG. In every case, the Purchaser shall only be entitled to compensation in the event of intent or gross negligence on the part of HUBERLAB. AG. The right of the Purchaser to commission a third party with the performance or delivery of services or goods at the risk and expense of HUBERLAB. AG is excluded. If a delivery is delayed or rendered impossible for reasons for which HUBERLAB. AG is not responsible, e.g. refusal to accept the delivery items, no or late collection by a transport company, postponements, etc., HUBERLAB. AG has the right to store the delivery items at the expense and risk of the Purchaser. HUBERLAB. AG shall not be responsible for delays in delivery and performance due to force majeure, official measures or other unforeseen circumstances – including subsequently occurring difficulties in the procurement of materials, operational disruptions, lack of personnel, lack of means of transport, etc. – even in the case of bindingly agreed delivery periods. These shall entitle HUBERLAB. AG to postpone the delivery or service for the duration of the delay plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the proportion not yet fulfilled. The Purchaser is not entitled to claim any compensation for damages.

Dispatch is ex warehouse Switzerland and the risk is transferred to the Purchaser. If dispatch is delayed for reasons for which the Purchaser is responsible and this results in demurrage, the risk shall pass to the Purchaser as soon as HUBERLAB. AG has notified the Purchaser that the goods are ready for dispatch. HUBERLAB. AG is not liable for any damage or loss during transport. The transport risk is also borne by the Purchaser in the case of transport paid deliveries. The mode of transport shall be determined by HUBERLAB. AG and the Purchaser is obliged to take out transport insurance. Shortages must be noted in writing by the Purchaser on the delivery note and confirmed in writing on the delivery note by the transport company.

The delivery charges are based on the enclosed Appendix 1, which forms an integral part of these GTC.

Benefit and risk shall pass to the Purchaser when the goods leave the warehouse of HUBERLAB. AG.

The Purchaser must report any defects or damage caused by transport immediately on the same day after receipt of the goods. The delivered goods must be checked immediately and any defects must be reported without delay. Externally recognisable damage, losses or defects must be noted on the delivery documents before acceptance of the goods. In the event of rail or postal transport, a fact sheet must also be requested from the relevant post office or railway station on the day of delivery. In the event of parcel shipments, the Purchase should have damaged parcels certified in writing by the transport company before acceptance. In the event of damage that is not immediately recognisable and becomes apparent during unpacking, the transport company or the customer service department of HUBERLAB. AG must be informed immediately in writing. Packaging materials and damaged products should be left unchanged to the greatest possible extent until the facts have been established.

HUBERLAB. AG is not obliged to take out any insurance policies or to bear their costs.

## Complaints and warranty

HUBERLAB. AG shall inspect the delivery items prior to dispatch in accordance with normal business practice. More detailed inspections will be carried out if agreed and will be invoiced to the Purchaser. HUBERLAB. AG guarantees the Purchaser that the delivery items do not have any substantial defects in workmanship or material at the time of dispatch. The warranty covers the repair or replacement of defective parts up to a maximum amount that does not exceed the total amount of the corresponding invoice. Any further material and legal guarantees are expressly excluded, unless explicitly agreed on the order confirmation or in the contract. As long as the Purchaser is in arrears with payment, there are no warranty claims.

Upon receipt of the delivery, the Purchaser shall check immediately whether the quality and quantity correspond to the contractual agreements. Defects that can be detected during proper inspection and deliveries of products or quantities other than those ordered must be reported within 8 days of receipt of the goods. If the Purchaser fails to lodge a complaint in due time, the delivery shall be deemed approved. Complaints do not release the Purchaser from the obligation to pay. All wearing parts and batteries are excluded from the warranty.

If rejected delivery items are processed by the Purchaser or third parties without the written consent of HUBERLAB. AG, the warranty shall lapse.

Upon the assertion of defects, HUBERLAB. AG may either inspect the affected delivery item on site or demand that the delivery item be returned to HUBERLAB. AG. Returns without the written consent of HUBERLAB. AG will not be accepted. Non-stock items or customised products cannot be returned or exchanged. For returns or cancellations of items in unusually large order quantities, the return conditions of the respective manufacturer apply, plus any expenses incurred.

In the event of a warranty claim, HUBERLAB. AG shall, at its own discretion, either remedy any defects in the delivery item free of charge or replace it in whole or in part. Any claim for cancellation of the contract (rescission), for reduction of the purchase price (reduction) or for substitute performance is excluded.

If there is no warranty claim, the Purchaser shall bear all costs incurred by HUBERLAB. AG for the assertion of the claim not covered by the warranty. In particular, this includes transport, assembly and labour costs.

Warranty claims are limited to two years after delivery of the relevant delivery item, unless explicitly agreed otherwise. For delivery items replaced or repaired by HUBERLAB. AG, the two-year period shall apply from delivery of the original delivery item.

Any assistance provided by HUBERLAB. AG in determining or rectifying alleged defects is without prejudice to the extent and scope of the warranty.

The right to make technical changes or improvements to the products is hereby expressly reserved. Technical specifications on HUBERLAB.CH/.com, in catalogues or brochures are not binding unless otherwise agreed in writing. Advice on technical application is provided to the best of our knowledge within the scope of the available possibilities and is non-binding.

HUBERLAB. AG recommendations do not release the Purchaser from checking the suitability of the products for the intended purposes. In particular, HUBERLAB. AG accepts no liability whatsoever for the infringement of any third-party property rights.

## Returns

Returns in the event of incorrect orders by the Purchaser are only permitted with the express consent of HUBERLAB. AG. In each case, 20% of the value of the goods will be charged as restocking and handling fees. Return transport to the supplier and customs clearance will be charged separately if HUBERLAB. AG agrees to the return shipment and any credits will not be refunded but must be taken as credit for the goods. In each case, goods can only be accepted in perfect condition, in their original packaging, with guarantee certificate and operating instructions for devices, and carriage paid to the registered office of HUBERLAB. AG. Returns are calculated on the basis of the net value of the goods. Any reduction in the value of the goods and any discount will be deducted. Opened packages, non-stock items, customised products and HUBERLAB. AG Your Design items will never be taken back. The goods can only be returned after written authorisation.

## Liability and exclusion of liability

The Purchaser shall be liable to HUBERLAB. AG for all damages caused by themselves or their representative.

Claims for damages by the Purchaser due to delay and for all other reasons, in particular if the claims for damages are due to the defectiveness of the contractual goods or services, are excluded except in the case of intent and gross negligence. HUBERLAB. AG shall in no event be liable for slight negligence, indirect or consequential damages, unrealised savings, loss of profit or for any act or omission of auxiliary persons of HUBERLAB. AG, whether contractual or non-contractual. In each case, the amounts of claims for damages due to delay or defects are limited to the invoice value of

the goods that were not delivered on time or are defective.

For services, HUBERLAB. AG is expressly liable only for careful execution. Further claims, as well as causal liability, liability for consequential damages or any loss of income, are excluded.

All breaches of contract relevant to HUBERLAB. AG and their legal consequences as well as all claims of the Purchaser, regardless of the legal grounds on which they are based, are conclusively regulated in these Terms and Conditions. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly mentioned are excluded. Under no circumstances shall there be any claims for damages that have not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit and other direct and indirect damages.

## **Guarantee**

The guarantee claim granted to the Purchaser is limited to the functionality of the delivery items for their normal use. The time frame of the guarantee depends on the manufacturer's guarantee conditions. Irrespective of the guarantee periods thus determined, any guarantee vis-à-vis HUBERLAB. AG expires prematurely if the Purchaser or third parties carry out improper modifications or repairs or if the Purchaser does not immediately take all measures to minimise damage in the event of a defect occurring and does not immediately give HUBERLAB. AG the opportunity to remedy the defect without delay. For appliances, the guarantee period begins on the day of delivery and is recorded on the delivery documents together with the guarantee period.

If the impaired function is due to obviously verifiable material or manufacturing defects, devices will be repaired free of charge or, if authorised by the manufacturer, replaced, provided that the malfunction is reported within the guarantee period. No guarantee is provided for spare parts that were not installed by HUBERLAB. AG or the manufacturer, or for glass breakage. The guarantee claim expires if the Purchaser does not fulfil their contractual obligations.

## **Property rights**

The purchase of our products does not constitute the acquisition of a licence to any of our property rights. The export of our goods may lead to infringements of third-party property rights. HUBERLAB. AG accepts no liability for such cases.

## **Confidentiality**

Purchaser and supplier undertake to keep secret all confidential information of HUBERLAB. AG of which they become aware for an unlimited period of time. Any information that is not generally known is considered confidential.

## **Invalidity of individual provisions**

Should a competent court or a competent authority deem individual provisions of these GTC to be invalid, this shall not affect the validity of the other provisions of these GTC. The Parties shall endeavour to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

## **Revision of these GTC**

These General Terms and Conditions (GTC) may be changed at any time and without prior notice.

## **Place of jurisdiction & choice of law**

The place of fulfilment and jurisdiction are the registered offices of HUBERLAB. AG. Swiss law shall apply exclusively to all contractual relationships. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is expressly excluded.

(Aesch, May 2024)

## Appendix 1: Delivery fees

Deliveries of laboratory products, excluding hazardous goods, are made from our warehouse in Switzerland including packaging. In this regard, the following applies:

- The minimum order value is CHF 50.
- From an order value of CHF 500, dispatch is free to the Purchaser's domicile within Switzerland. (This applies to appliance transport only if confirmed in writing).
- For order values of less than CHF 500, a flat rate of CHF 34 is charged for processing, transport and packaging.
- For orders of less than CHF 300 for laboratory products (excluding cleaning and hazardous goods) via our webshop, a flat rate of CHF 26 is charged for processing, transport and packaging.
- Transport and packaging costs for chemicals, cleaning agents and hazardous goods are calculated and confirmed separately.
- Costs for express deliveries are charged at cost, but amount to at least CHF 64 (additional costs are incurred for refrigerated deliveries, which are specified on the order confirmation).
- In addition to the external costs, a flat-rate fee of CHF 190 is charged for the accreditation of invoices.
- Purchases at special prices are always excluded from additional volume sales and discount reductions.