Terms and conditions MACHEREY-NAGEL SAS

Article 1 - Scope

The present Standard Terms and Conditions of Sale specify the terms and conditions under which MACHEREY-NAGEL SAS (“the Supplier”) delivers its products (“the Products”) to its business customers (“the Purchasers” or “the Purchaser”), which the Purchasers order from the Supplier through the Supplier’s webpage, by direct contact, or using postal or electronic orders.

They apply without restrictions and reservations to sales by the Supplier to Purchasers in the same sector, regardless of any clauses in the Purchaser’s documents and particularly the Purchaser’s standard terms and conditions of purchase. According to the applicable regulations, the present Standard Terms and Conditions of Sale will be provided automatically to every Purchaser at its request, particularly when the Purchaser opens its customer account, in order to make it possible for the Purchaser to place an order with the Supplier. The Purchaser accepts these Standard Terms and Conditions of Sale for any orders of Products and the Standard Terms of Use of the Supplier’s website for electronic orders. Statements in catalogs and brochures as well as the Supplier’s prices are non-binding and may be redetermined at any time. The Supplier has the right to make all changes that seem useful to it.

According to applicable regulations, the Supplier retains the right to deviate from specific clauses in the present Standard Terms and Conditions of Sale depending on the negotiations carried out with the Purchaser by creating Special Terms and Conditions of Sale. In addition, the Supplier may see cause to create Standard Terms and Conditions of Sale according to categories that deviate from the present Standard Terms and Conditions of Sale depending on the nature of the affected group of customers, which is determined using objective criteria. In this case, the Standard Terms and Conditions of Sale according to categories apply to all participants that match these criteria.

Article 2 - Orders – Prices

2-1 Sales are only deemed concluded when the Supplier has expressly accepted the Purchaser’s order in writing. The order shall contain references that correspond exactly to the Supplier’s product references. The Supplier will issue an order confirmation to the Purchaser that the Supplier sends to the Purchaser in any written format (electronically or on paper). This confirmation will show the order quantity, prices, and expected delivery time.

For orders placed exclusively through the Internet, an order is recorded on the Supplier’s website when the Purchaser accepts the present Standard Terms and Conditions of Sale by clicking the box provided for that purpose and has confirmed its order.

This confirmation implies acceptance of the present Standard Terms and Conditions of Sale in their entirety and constitutes documentation for the contract of sale. The data stored in the Supplier’s computer system shall be deemed to be documentation of all transactions concluded with the Purchaser.

The Products shall be delivered at the prices specified in the Supplier’s price lists and in the offer to the Purchaser, if applicable. These prices are fixed and cannot be changed during their term of validity.

2-2 Any change requests from the Purchaser may only be accepted within the framework of the Supplier’s possibilities and according to the Supplier’s sole judgment when they are provided in writing no later than three days prior to the date provided for delivery of the ordered Products, after the Purchaser signs a specific order form and a possible adjustment of the price. The Supplier cannot accept any cancellation of orders. If a cancellation should nevertheless occur with the express consent of the Supplier, down payments made by the Purchaser shall be retained as non-reducible compensation.

2-3 The Products shall be delivered at the Supplier’s prices applicable on the date of order placement as well as at any prices stated in the specific commercial offer submitted to the Purchaser. These prices are fixed and cannot be changed during their term of validity, which the Supplier has indicated in its order confirmation.

Notwithstanding the foregoing paragraph, the prices for the Products may be adjusted by the Supplier at any time and shall apply to all orders issued after the change, without the Purchaser being able to demand the former prices.

The prices are understood to be net without taxes and packaging and shall apply Carriage Paid to the destination in mainland France indicated by the Purchaser, and, unless otherwise specified, to the place of the Purchaser’s registered offices (CPT, Incoterms CCI 2010).

Orders with a value of less than EUR 600 before taxes incur an additional flat transport fee of EUR 42 before taxes according to the Supplier’s price list. For deliveries to Corsica and the islands of mainland France, to other countries, and to the French overseas territories, packaging, freight, and processing costs will be charged in addition to the Product price. These costs shall be confirmed by the customer and shall be deemed accepted by the customer from receipt of the order at MACHEREY-NAGEL.

Our prices do not include either any duty costs that may accrue or any insurance; they shall be paid by the Purchaser. Shipping of the Products occurs at the risk and hazard of the Purchaser.

Additional processing and order fees of EUR 23 before taxes shall be due in addition for orders with a value of less than EUR 100 before taxes. A fee of EUR 30 before taxes will be charged for orders issued by fax.

For all orders placed on our online store (*www.mn-net.com*), there are no administrative fees and shipping costs are limited to EUR 15 excluding tax.

Special costs may accrue in the event of any special requests by the Purchaser, particularly regarding delivery modalities and deadlines or payment deadlines and terms. In this case, the Supplier will submit a special offer to the Purchaser, which may be included in the order confirmation.

Article 3 - Payment terms

Payment is due in full and in a single payment within 30 days from the issue date of the invoice, which the Purchaser will receive in any written form at the time of partial delivery or full delivery. Longer payment periods may also be agreed upon between the parties within the framework of the sales negotiations.

This period shall commence on the day following the issuing of the invoice and will be noted on the invoice to the Purchaser, which shall also bear the number of the order confirmation.

If the Supplier has reason to assume that the Purchaser could experience difficulty with payment or is already experiencing it, the Supplier may demand payment in full prior to confirming the order against prior issuing of a pro forma invoice, or a down payment of at least 50% of the order value (incl. VAT). The remaining amount is due immediately upon delivery.

For all deliveries to areas outside of mainland France, the full amount is due when issuing the order.

The following payment types are possible:

- By credit card (only for online purchases): Visa, MasterCard, American Express, other bank cards;
- By bank transfer;
- By check: if there is doubt about the source or validity of a check, the Supplier may demand another payment type. Checks will be cashed immediately.

The payments made by the Purchaser shall only be deemed completed when the corresponding amounts have been credited to the Supplier's account.

In the event of arrears of payment and any payment of the amounts owed by the Purchaser after expiration of the aforementioned period and of the payment deadline stated in the invoice received by the Purchaser, interest on arrears will be charged without prior reminder on the amounts owed including VAT at the ECB's interest rate for its refinancing transactions applicable on the due date, plus 10 percent. In the event of a negative interest rate, the interest rate on arrears shall be 10% per annum.

In the event of non-compliance with the payment terms stated above, the Supplier additionally retains the right to suspend or cancel all ongoing orders or deliveries and to rescind granted discounts. The amount of EUR 40 allowed by law for collection costs, or any other legally permitted amount, shall be due for each invoice not paid by the customer in addition to the obligation to pay all costs and fees accruing due to in-court or out-of-court enforcement of claims, likewise the costs of proceedings and enforcement and bailiff collection charges customarily collected by the creditor.

As a matter of law, no offsetting may occur between possible contractual penalties for delayed deliveries or incorrectly delivered Products on the one hand and the amounts that the Purchaser owes the Supplier for the purchase of the stated Products on the other hand, without the prior express and written consent of the Supplier and presuming that the reciprocal claims and obligations are secure, liquid, and due. Finally, the Supplier retains the right to charge the Purchaser additional costs against submission of the corresponding documentation when the collection costs actually incurred exceed the amount of the flat-rate compensation.

The Supplier retains a right of ownership to the sold Products until the Purchaser pays the invoice in full, and may repossess Products that are the object of an invoice that is fully or partially unpaid upon simple request. The Purchaser is not authorized to resell Products that are the object of an unpaid invoice as long as the Purchaser has not paid the invoice. It is expressly agreed that the Supplier can apply the rights that it has arising from this clause for all of its invoices to all Products sold to and in the possession of the Purchaser in order to be indemnified at least in the amount of the purchase value of the repossessed Products. In cases of theft of, damage to, or destruction of the Products, the Supplier automatically enters into the rights and claims of the Purchaser for the Supplier's compensation. The Supplier shall retain all down payments made as lump-sum compensation notwithstanding any other proceedings that the Supplier may therefore exercise against the Purchaser at any location at which the Products may be found. In the event of any protection, liquidation, insolvency, or composition proceedings, the Products are not permitted to be either surrendered or sold before the Supplier has consented and has been compensated.

In contrast, the risk of any loss or damage to the Products transfers to the Purchaser upon handover to the carrier. The Purchaser therefore agrees to insure the ordered Products at the Purchaser's expense for the benefit of the Supplier using appropriate insurance up to complete transfer of ownership and to document this fact to the Supplier upon delivery. Otherwise, the Supplier would be authorized to delay the delivery until this documentation is provided.

Article 4 - Deliveries

4-1 The Products acquired by the Purchaser shall be delivered within the period stated in the order confirmation, possibly extended by the period that the Purchaser has agreed to for making the down payment or possibly the entire pro forma invoice.

This period is not an exclusion period; in the event of a delay, the Purchaser can neither hold the Supplier liable nor demand compensation from the Supplier. In the event of a delay of more than three months, the Purchaser may withdraw from the sales agreement. In that event, down payments already made will be refunded to the Purchaser by the Supplier.

4-2 The delivery occurs at the expense of the Purchaser by a carrier commissioned by the Supplier, whereby the transport of the Products occurs at the Purchaser's risk. Delivery and handover of the Products may occur in mainland France at any other place designated by the Purchaser when notice thereof is provided no later than two weeks prior to the planned delivery date.

In this event, the Purchaser shall pay any additional shipping and transport costs that accrue.

Likewise, costs arising from special requests by the Purchaser with regard to packaging or transport of the ordered Products that were properly confirmed in writing by the Supplier shall be invoiced additionally and separately.

4-3 The Purchaser is required to check the external condition of the Products upon delivery. If the Purchaser has not indicated any express reservations at delivery, the Products delivered by the Supplier shall be deemed to correspond to the order in quantity and quality.

The Purchaser has 48 hours from delivery and receipt of the ordered Products to notify the Supplier in writing of corresponding reservations; in the event of damage or missing goods, the Purchaser may also assert these claims with the carrier by registered letter with return receipt. The Purchaser shall submit all relevant documentation to justify its reservations.

If the Purchaser disregards these formalities, neither complaints nor returns can be legally accepted.

Any returns require the Supplier's prior consent.

The Supplier will replace missing parts or delivered defective Products as quickly as possible and at the Supplier's own expense when the Purchaser was able to prove that the Products do not correspond to the ordered Products.

If delivery of a part of the ordered Products is impossible within 30 days after expiration of the period stated in the order confirmation, the Purchaser will be granted a proportional price reduction for the missing or incorrect Products, excluding all further legal remedies.

4-4 If the Purchaser has committed an error in selecting the ordered Products (kind, type, or quantity), the Purchaser may send these Products back within two weeks after delivery—insofar as expressly accepted by the Supplier in writing—assuming that they are in new condition and in their original packaging, which shall not have been opened, damaged, modified, or written on. The return costs shall be paid by the Purchaser; in addition, a processing and restocking fee of 20% of the invoiced value of the goods before taxes plus VAT shall be charged. The Supplier may demand payment of the foregoing costs prior to the return.

Article 5 - Risk transfer

The risk of product loss and damage transfers to the Purchaser upon handover of the Products to the carrier regardless of the transfer of ownership and also regardless of the date and payment of the order. The Purchaser acknowledges that delivery is the duty of the carrier, whereby the Supplier's delivery obligation shall be deemed satisfied from handover of the ordered Products to the carrier, which accepted them without reservation. The Purchaser therefore has no warranty claims whatsoever against the Supplier if the ordered Products are not delivered or damage occurred during transport or unloading.

Article 6 - Restriction on the right to sell or use the Products

Due to their special character, specific Products of the Supplier may only be sold to the Purchaser when the Purchaser can document special purchasing and storage permits as prescribed by applicable laws and regulations for these products, particularly with regard to their transport, possession, their destination and storage. The Purchaser shall otherwise inform the Supplier immediately of such matters, who then may consider the sales agreement to be void or terminated as a matter of law unless the Purchaser provides documentation of the necessary permits or licenses. In the event of contract termination, down payments made shall be retained by the Supplier.

By issuing the order, the Purchaser expressly states and agrees to comply with all French, European, and foreign laws applicable to the Products with regard to their actual destination, particularly when restrictions on their use may exist at this destination.

Purchasers of Products considered to be medical devices or in-vitro diagnostic devices must take into account the special provisions of the applicable EU Directives and particularly EC Directives No. 2017/745 and 2017/746. This concerns in particular the duty of close cooperation with the Supplier in the traceability of the Products.

In the event of non-compliance with these provisions, the Supplier will particularly be released in full from any and all liability and warranty vis-à-vis the Purchaser and any third parties whatsoever.

Article 7 - Supplier liability – Warranty

Operating instructions are included with each Product in the packaging, on the Product's label, or on the enclosed brief instructions for use. They particularly cover the special conditions for the use and storage of the Product, for instance when it is subjected to light, moisture, or specific temperatures. Only strict compliance with these regulations can guarantee preservation of the product characteristics and the Supplier's guarantee for the period defined below:

The Supplier grants a contractual warranty for the Products it delivers that includes possible incorrectly delivered Products deviating from the ordered Products and all hidden defects due to material defects or engineering or manufacturing errors that represent an impairment to the delivered Products and render them unsuitable for their use.

Notwithstanding all statements regarding the life cycle of the Products indicated in the operating instructions for the Products, the Supplier's warranty is limited to one year from the delivery date.

The life cycle of the Products depends in all cases on the Purchaser's compliance with the requirements, according to which Product packaging remains closed and the storage conditions (temperature and environmental conditions) must be complied with.

The warranty is limited to replacement of non-compliant or defective Products or reimbursement for such Products.

Any and all warranties are excluded in the event of violations by the Purchaser of the special regulations for the use and storage of the Product, in the event of improper use, negligence, or a lack of maintenance, as well as in the event of normal wear and tear of the Product, in the event of damage by dropping, impacts, modifications, a lack of supervision, or force majeure. The Supplier shall not be liable in the event of improper or unsuitable use of the Products by the Purchaser.

In order to assert its rights, the Purchaser shall notify the Supplier in writing of discovered defects and the nature and scope of the observed problem within a period of no more than 10 days from discovery by describing them exactly and providing corresponding documentation and evidence, or risk losing warranty benefits. The Supplier can demand submission of all evidence regarding the alleged warranty claim and regarding compliance with the special conditions relating to use and storage of the Product from the Purchaser. The Supplier particularly has the right to visit the site to verify the correctness and accuracy of the case, and may be accompanied by experts or bailiffs of the Supplier's choice.

Return of Products without the Supplier's prior consent is not permitted. The Purchaser shall pay the costs of returns. The Supplier will have the Products or parts thereof that are considered defective and to which the warranty applies replaced or repaired. This warranty also extends to labor and shipping costs. Exchange of defective Products or parts does not extend the term of the warranty period specified above.

Article 8 - Lending material

The Supplier's Products may be made available within the framework of the Supplier's warranty obligation in test cases for evaluation purposes prior to purchase or as a temporary replacement for a Product while it is being repaired.

In the event of transfer for evaluation purposes, a transfer certificate will be issued to the custodian together with the Product, in which its price and its evaluation period are specified. The custodian agrees to use the Product according to its designated use and in conformity with the Supplier's regulations. The custodian shall treat it with the greatest of care. At the end of the test phase, the custodian shall send the Product back within five business days after expiration of the foregoing period in the original packaging and unchanged, and at the custodian's expense. Failing this, the Supplier will inform the custodian in any written form that the Product now definitively belongs to the custodian since the custodian did not return it within the following seven days. The Supplier will then send the custodian a corresponding invoice that is immediately payable upon receipt at the price specified in the transfer certificate.

In the event of a transfer of a Product subject to a warranty as a temporary substitute, the transfer certificate notes that the maximum period of use shall not exceed the specified term and shall under no circumstances exceed the period during which the Product subject to warranty was not used.

The Purchaser shall return the substitute Product within five business days after delivery of the Product to which the warranty applies. Otherwise, the Purchaser shall pay irreducible compensation of EUR 100 per day of default until receipt of the Product by the Supplier.

The custodian agrees to pay for any damage or modifications to the Product that may be invoiced.

Article 9 - Force majeure

The parties cannot be held liable when failure to perform or delayed performance of one of their duties described herein is attributable to force majeure within the meaning of Article 1218 of the French Civil Code (Code civil).

Force majeure is particularly understood to mean epidemics, pandemics, and any other events that affect the carriers commissioned by the Supplier on behalf of the Customer.

The party discovering the event shall immediately notify the other party of the fact that it cannot provide its service and justify this to the other party in any written form that guarantees safe receipt. It is pointed out that payment obligations cannot be suspended due to force majeure.

Suspension of obligations due to force majeure may not in any event represent grounds for liability due to failure to perform the relevant obligation or require the payment of late fees, damages or interest on arrears.

Performance of the obligation will be suspended for the entire term of the event of force majeure as long as it is temporary and does not exceed 30 days. As soon as there is no longer any reason for the suspension of their mutual obligations, the parties shall make every effort to again comply with the customary performance of their contractual obligations as quickly as possible. For this purpose, the affected party shall inform the other party by registered letter with return receipt or in another written form that ensures safe receipt that the affected party is now again complying with its obligations. If the obstacle is permanent or extends for longer than 30 days, the ongoing orders will be cancelled automatically.

Article 10 - Intellectual property

The Supplier retains all rights to business and intellectual property regarding the Products, photos, and technical documentation, which are not permitted to be either passed on or exercised without the Supplier's written approval.

Article 11 - Applicable law – Jurisdiction

The present Standard Terms and Conditions and the resulting transactions are subject to French law. Any and all disputes that may arise from the present agreement and the stipulations therein, specifically regarding their validity, interpretation, performance, cancellation, and consequences, are subject to the sole competence of the courts of the Tribunal Judiciaire de Strasbourg.

Article 12 - Consent of the Purchaser

The present Standard Terms and Conditions of Sale are expressly accepted by the Purchaser, who declares and acknowledges being completely aware of them and thus cannot appeal to any documentation reading otherwise, particularly to the Purchaser's own Standard Terms and Conditions of Sale.

Last revision: 01/2026

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