Terms and conditions MN Inc.

Terms and conditions for the sale of goods within US

1. Applicability

These terms and conditions (the "Terms") shall exclusively apply to all sales of goods by MACHEREY-NAGEL Inc. ("Seller") to the company or person named in the "Bill To" section on the applicable order confirmation or shipping bill ("Buyer") issued by Seller. The order confirmation, shipping bill and these terms constitute the entire agreement between Seller and Buyer relating to the goods. There are no understandings, representations, or warranties of any kind, expressed or implied, including warranty of merchantability or of fitness for a particular purpose or otherwise, not expressly set forth herein. These Terms prevail over any of Buyer's general terms and conditions submitted with its purchase order. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not modify these Terms.

2. Terms and credit

Unless otherwise agreed, we charge a additional processing fee of $ 30.00, plus applicable statutory value-added tax, for orders via fax. Except as otherwise set forth on the applicable invoice, payment of the entire purchase price for the goods shall be made within 30 days after the invoice date. Buyer shall pay a late fee on the unpaid purchase price for the goods at a rate equal to the lesser of 1.5 % per month calculated on a daily basis or the maximum legal rate of interest. Buyer shall be responsible for Seller's collection fees, including reasonable attorneys fees. Seller reserves the right to modify, limit or withdraw credit terms at any time in its sole and absolute discretion. Seller may require at any time assurances satisfactory to Seller of Buyer's ability to pay the purchase price for the goods when due. Prices shown are in U. S. dollars and are subject to change.

3. Deliveries

Terms of sale are FOB at Seller's facility in Allentown, Pennsylvania. Title to and risk of loss of purchased goods shall pass to Buyer upon delivery to the carrier at Seller's facility. Each delivery to be made hereunder shall constitute a separate sale. Buyer shall not withhold any amounts due and payable by set-off of any claim or dispute with Seller. The goods shall be shipped to the destination and in the manner set forth on the shipping bill or invoice and otherwise in a commercially reasonable manner. Any delivery date set forth on any document is an estimate only and, unless expressly required by Buyer in any applicable purchase order accepted by Seller, shall not create any binding obligation on Seller. Except as otherwise provided in Section 5 below, all containers with goods paid for by Buyer and delivered to Buyer belong to Buyer, and Seller shall not be required to accept their return or otherwise dispose of them.

4. Inability to perform

Seller shall not be liable for any failure or delay in performing these Terms, any order confirmation or shipping invoice as a result of fires, floods, accidents, acts of God, embargoes, shortages of materials, labor or power or from any other cause or contingency beyond Seller's reasonable control, including if at any time production shall be curtailed by a strike, work stoppage or labor trouble affecting Seller's or its suppliers' facilities. If any of the foregoing events occurs, Seller may make deliveries of the goods proportionate to production or postpone the shipment or delivery period of the goods to a reasonable time after the event has ceased, or Seller may, at its option, upon notice given to Buyer within 20 days after the commencement of any such event, declare Buyer's purchase order terminated and all rights and liabilities of Seller and Buyer, except with respect to goods previously shipped, or in Seller's inventory, shall cease and terminate. In the event of partial or complete unavailability of sources of supply, Seller shall not be obligated to obtain supplies from other sources. Seller shall have the right to distribute, at its sole discretion, the available products taking into account its own personal needs.

5. Notice of non-acceptance and claims

Buyer shall inspect the delivered goods for any defect or failure to conform to any specifications relating to the goods promptly upon arrival of the goods. Buyer must submit written notice of rejection of defective or nonconforming goods, stating the specific reason for the rejection, to Seller within 20 days after receipt of the goods, except for defects not reasonably ascertainable by visual inspection or routine testing procedures at the time of delivery. In the case of defects not reasonably ascertainable by visual inspection or routine testing procedures, written notice of rejection must be submitted to Seller within 20 days after discovery of such defects or within 20 days after Buyer should have reasonably discovered such defects, but in any event, any claims must be made within three months after delivery of the goods. Buyer shall be deemed to have accepted all goods not rejected by it in writing in accordance with these Terms. Goods shall not be returned without the prior written approval of Seller, and all goods to be returned shall be shipped by Buyer in a commercially reasonable manner. Acceptance of any goods by Buyer shall constitute a waiver of any claim for late delivery or nonconformance with specifications of such goods. No claims shall be allowed if any of the goods have been materially altered by Buyer or its customers from any specification relating to the goods or otherwise.

6. Warranties, remedies and damages

Seller warrants that all goods at the time of delivery to a carrier for shipment shall conform in all material respects to any written specifications provided by Seller or accepted in writing by Seller relating to such goods. Except for the warranty set forth in the preceding sentence, Seller makes no other warranties, expressed or implied, including without limitation, (a) any implied warranty of merchantability or fitness for a particular purpose, (b) any express or implied warranty against infringement of intellectual property rights of a third party, and (c) any other obligation or liability on the part of Seller. The exclusive remedy for the timely rejection of non-conforming goods or for any other failure of Seller to perform its obligations under these Terms or with respect to the goods shall be either (a) replacement by Seller at no cost to Buyer with conforming goods within a reasonable time after their return by Buyer to Seller in the condition received by Buyer, or (b) if Seller is unable to replace such goods with conforming goods within 60 days after their return to Seller, repayment by Seller of all amounts paid by Buyer to Seller on count of the purchase price of the goods and cancellation of any amounts due Seller for the purchase price of the goods. Seller shall not in any case be liable for special, incidental, consequential, indirect, punitive, or other similar damages arising from breach of warranty, breach of contract, negligence or any other legal theory even if Seller has been advised of the possibility of such damages. Buyer acknowledges the limitation of liability and damages set forth in this section and expressly agrees that the remedies set forth herein shall constitute the sole and exclusive remedies available to Buyer, and Buyer waives all other remedies which might otherwise be available under the law of any jurisdiction. In no event shall Seller's aggregate liability arising out of or related to these terms or the goods, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the amounts paid by Buyer for the goods sold hereunder in the preceding twelve months

7. Use of goods

Seller's goods and products are developed, designed, and sold for research use only; they are not to be used for human diagnostic or drug purposes or to be administered to humans unless expressly approved for such purposes by the U. S. Food and Drug Administration or the appropriate regulatory authorities in any other countries of use. Without limitation to the foregoing, Buyer and its customers shall handle and use the goods in conformity with (a) good laboratory practice, (b) all applicable laws and regulations, guidelines, and decisions of judicial or regulatory bodies, and (c) any patent and other proprietary rights of third parties. Buyer shall indemnify and hold Seller and

its officers, directors, employees, affiliates, successors and assigns harmless from and against any and all losses, liabilities, costs and expenses of Seller, including reasonable attorney's fees and expenses, in any way arising out of or relating to (a) any use of Seller's goods and products not in compliance with the uses stated above, (b) any failure of Buyer or its customers to comply with such good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the goods, (c) any violation or infringement of any patent or other proprietary rights of third parties by Buyer or its customers in the handling or use of the goods, or (d) any other use or misuse of the goods by Buyer or its customers.

8. Choice of law; arbitration

These Terms shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of laws. The parties to any dispute or controversy arising out of or relating to these Terms, the breach hereof or the goods, shall submit to arbitration before a single arbitrator agreeable to the parties. If the parties cannot agree on an arbitrator within ten days after arbitration has been requested in writing, the arbitration shall proceed in Allentown, Pennsylvania before a single arbitrator knowledgeable with the chromatography industry, but not associated with a chromatography company, appointed pursuant to the commercial arbitration rules of the American Arbitration Association. The award shall be rendered in such form that judgment may be entered thereon in any court of competent jurisdiction. Unless otherwise mutually agreed by the parties in writing, the arbitration shall take place under the commercial arbitration rules of the American Arbitration Association. The cost of any such arbitration shall be borne equally by all parties thereto.

9. Taxes, freight and insurance

Any freight or insurance charges paid by Seller and any customs duty or impost, or sales, use, excise, value added or other tax payable or collectible by Seller in connection with the manufacture, sale or shipment of the goods shall be in addition to quoted prices for the goods, shall be solely Buyer's responsibility, and Buyer shall reimburse Seller for same whether or not such taxes, freight or insurance charges are separately stated on the invoice.

10. Representation of solvency

Buyer represents, and Seller is relying on the Buyer's representation, that by placing an order with Seller Buyer acknowledges that Buyer is not insolvent, and that Buyer has the ability and intention to pay for the goods ordered. This representation shall be deemed made with each order and on each delivery of goods, unless notice to the contrary is given in writing by the Buyer to Seller, at or before the delivery of goods. Failure to notify Seller shall constitute a written reaffirmation of Buyer's solvency at the time of delivery.

11. Amendment

These Terms may only be amended or modified in writing, signed by an authorized representative of each party. No waiver by Seller of any provision of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof.

12. Notices

All notices, consents, claims and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the order confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

13. Confidentiality

All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, designs, plans, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed orally or in writing by Seller to Buyer, and whether or not designated or otherwise identified as "confidential", in connection with these Terms is confidential and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

14. Assignment; no third-party beneficiaries

Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms. These Terms are for the sole benefit of the parties hereto and their successors and assigns and nothing herein is intended to confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever.

15. Severability

If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, it shall not affect any other provision of these Terms or invalidate or render unenforceable such provision in any other jurisdiction.

Last revised: 12/2022