



# Terms and Conditions

## 1. General

The following terms of condition are exclusively valid for all deliveries including future deliveries, even if in single cases it will not be referred to. Contradictory terms of purchasing of the buyer are without obligation for us, even if they were applied to the order and we did not expressly disagree. The buyer accepts our terms of condition with the receipt of the delivered goods at latest. The invalidity of single terms does not affect the validity of the other terms. We reserve us the right for constructive changes.

## 2. Data Security

Please be informed that we save and process your data – as far as needed for the business and allowed within the Federal Data Protection Act (§26 BDSG).

## 3. Quotes, Prices and Delivery

All quotes are subject to change. Our prices are valid ex works, unless otherwise expressly agreed, exclusive of VAT. For orders without price agreement our list prices of the date of delivery are valid. Delivery times are only approximately valid.

Events of force majeure as well as strike, lockout, business disruption, delay of pre-supplier or other unexpected circumstances can delay the delivery time.

The delivery is strictly on buyer's risk.

If the shipping will be delayed independent of our negligence, the readiness for dispatch will equal the shipment.

## 4. Reservation of Title

All delivered goods will stay our property till fulfillment of all receivables accounts from the business connection. Chattel mortgage and hypothecation of the goods subject to retention of title are not allowed for the buyer.

We are allowed to repossess goods subject to retention of title. The retraction of the goods subject to retention of title will not cause withdrawal of the contract if the repayment law does not apply.

## 5. Packaging

If special packaging is needed, this will be for additional costs.

## 6. Defects

The goods have to be immediately checked for defects. Visible defects have to be promptly reported in written within 10 days after delivery. Otherwise the goods count as approved.

If we receive a legitimate complaint within the time limit, we will correct the deficiencies on our own choice within a reasonable time free of charge.

Other claims of the buyer, especially on compensation, are excluded as far as legally permissible. The mentioned regulations are also valid for delivery of other than contractual goods.

## 7. Delivery Exception, Right of Withdrawal and Disclaimer of Warranty

If we get to know about circumstances which will decrease the creditworthiness of the buyer after conclusion of agreement, we will be immediately allowed to call our receivables, to receive an advance payment upfront delivery, to ask for a deposit, to cancel the contract or to ask for compensation because of non-fulfillment.

Our liability beyond guarantee is only directed by the agreements above. All not entitled claims, even entitlement of damages because of tortious liability, regardless of which legal reason are excluded as far as legally permissible.

## 8. Conditions of Payment

Payments have to be done net in 30 days after date of invoice.

The buyer is not allowed to hold off or balance payments except for undisputed or legally binding counterclaims.

If the date of payment is exceeded we will be allowed to charge credit interest customary in banking. Our receivables will be immediately callable, if the conditions of payment are not met.

## 9. Place of fulfillment and Court of Jurisdiction

Place of fulfillment for all liabilities of the contract are 34123 Kassel (Germany). Court of jurisdiction is Kassel for all disputes about the contract, as long as the buyer is a registered trader.

Additionally to the articles of agreement only the law of the Federal Republic of Germany is valid.

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