

General Sales and Terms Conditions EMCLAB GmbH

1. General

The only sales terms and conditions are accepted from the customer. Deviations additional or others are not binding unless expressly agreed to in writing by EMCLAB GmbH.

All offers are valid for maximum 30 days if not confirmed differently.

Orders will be confirmed by us. For small orders or for orders requested within less than 5 days delivery we reserve the right to ship and invoice immediately, without order confirmation.

Catalogues, brochures, Internet and other publications etc. are the property and copyright of EMCLAB GmbH.

For all use in co-operation with the business between customer and EMCLAB GmbH this can be used with approval in writing by EMCLAB GmbH.

2. Minimum order value

For all orders delivery outside Germany the minimum order value is 2000 EURO (€). For orders less than 2000 EURO (€) a handling charge of 100 EURO (€) will be added to the value.

Delivery of items are only possible in Standard packs (SP) according to the valid price list.

3. Delivery

Delivery generally is ex works EXW. Charges for packing and freight shall be at the customer's expenses. Extra cost for Express mail, additional freight cost will be charged separately.

Delivery time confirmed is approximately and shall commence upon customer's receipt of:

3.1 All of all needed information to complete the order,

3.2 Force Majeure, strikes, lockouts, breakdown, shortage of raw materials or other means of production including delayed deliveries or failure to deliver by suppliers.

3.3 If the customer did not pay invoices in time or in advance, or did not get irrevocable "Letter of credit" (German bank confirmed) in time available to EMCLAB GmbH.

4. Terms of payment, price validity, return of products

Prices quoted are ex works EXW.

Valid price list is available on request or from web site: www.emclab.de

Charges for packing and freight are at customer's expense. Invoices shall be paid in full, without deductions all trans-action-related banking fees at the customer's expenses.

No products shall be returned without prior written authorisation. All returned goods must be current available products, complete in their original packaging. All returns are subject to a 15 % cost of goods for re-stocking fee.

5. Warranty, damages, supply replacement

The use of EMCLAB GmbH delivered products is limited to the result of tests for the used application of the user. A general description made in catalogues, brochures, web site etc. is only information and not a commitment to use this products for.

In case of wrong deliveries in products or defect products the customer shall inform EMCLAB GmbH immediately on receipt of delivery but not later then 8 days after with No. of Delivery note as well as a description of the defect. For orders for consulting and services in the name of customer, EMCLAB GmbH will be not legal responsible for any dispute may cause out of this delivery.

Warranty will be limited to the replacement of the product. No other liabilities will be accepted from EMCLAB GmbH.

6. Reservation of proprietary rights

All delivered products shall remain the sole and absolute property of EMCLAB GmbH and title shall be withheld all products have been fully and unconditionally paid for.

The customer may neither consume delivered conditionally nor combine them with other items to which third parties have rights. Customer may process or resell the products in the normal course of business only if claims arising from the resale have not been assigned, attached or otherwise encumbered or are liable to be offset against counterclaims.

7. Court of jurisdiction

Any dispute arising out of business between customer and EMCLAB GmbH is Darmstadt, Germany. German law shall be applied.