

## General Terms and Conditions of Sale and Delivery of Goods from Samplix ApS

August 2019, v1

### 1. Application of these GTCs

These General Terms and Conditions of Sale and Delivery of Goods ("GTC") apply to all quotations, sales, and deliveries of goods by Samplix ApS ("Samplix") to its customers ("Customer(s)") unless otherwise explicitly agreed in an individual written agreement. Samplix shall not be bound by any terms of purchase of the Customer.

### 2. Quotations, Orders, Order Confirmations and Information on Goods

Samplix' quotations are non-binding.

The Customer's orders shall as a minimum include the following information: Customer's registered name, shipping and billing address, catalog number, product description, quantity, and Customer's purchase order number (if any).

If Samplix accepts an order from a Customer, Samplix will issue an order confirmation ("Order Confirmation"). Unless the Customer objects to the Order Confirmation within two (2) week days after issuance, the Order Confirmation, including any terms and references therein, shall constitute the full, final and binding legal basis of Samplix' sale and delivery of goods to the Customer. Information and data in product brochures, data sheets, price lists etc. is thus only binding on Samplix if explicitly referenced in an Order Confirmation.

An Order Confirmation cannot be cancelled by the Customer without Samplix' written approval.

### 3. Prices

Unless prices have been confirmed in an Order Confirmation, all prices are subject to change without prior notice. Prices do not include any local (sales) taxes, (customs and other) duties, value-added tax or similar taxes and charges. The Customer shall be solely responsible for any and all such taxes, duties or other charges. All prices are exclusive of transport and shipping costs unless otherwise expressly agreed.

### 4. Delivery

If no trade term has been specified in an Order Confirmation, delivery terms shall be Free Carrier (FCA) (Incoterms 2010) from a named place or Samplix' premises, as decided by Samplix. The risk shall pass to the Customer in accordance with the FCA term (Incoterms 2010) even if it has been agreed that Samplix shall arrange for transport and/or bear transport costs.

Delivery of goods is subject to availability.

Delivery dates are approximate only unless Samplix has given an expressly binding commitment to deliver on a specific date. Samplix shall not be liable for costs or losses caused directly or indirectly by a delay in delivery of goods.

Partial delivery of goods shall be permitted unless otherwise expressly stated in the Order Confirmation.

A decorative graphic consisting of several overlapping circles of varying sizes, some solid blue and some white with blue outlines, arranged in a cluster that tapers to the right.

Samplix ApS  
Mileparken 28  
DK - 2730 Herlev

cvr: 32 30 93 21  
bank: 3409 0011673171

A decorative graphic consisting of several overlapping circles of varying sizes, some solid blue and some white with blue outlines, arranged in a cluster that tapers to the right.

The Customer must inspect the goods immediately upon receipt and give written notice of any visible transport damage or defects without undue delay and in any event within seven (7) days from delivery; otherwise the goods shall be deemed to be accepted by the Customer.

## **5. Payment**

Payments shall be made to the account specified in Samplix' invoice. Any costs or fees related to payment shall be covered by the Customer. Payment terms are 30 days net. Samplix reserves the right to charge fees and interest of one and one-half percent (1.5%) per commenced month in case of late payment.

## **6. Return of non-defective Goods**

The Customer does not have a right to return non-defective goods to Samplix, but the Customer may request to return non-defective goods. If Samplix accepts the return of non-defective goods, Samplix will provide the Customer with return instructions and a Return Material Authorization (RMA) number, which must be included in the return shipment. Return shipments are at the Customer's risk and costs.

## **7. Limited Warranty and Limitation of Liability**

Samplix warrants that, at the time of delivery, the goods are free from defects in materials and workmanship and conform to any specifications in the Order Confirmation and related Samplix product inserts/data sheets. The warranty period shall be twelve months', except that for goods that have an expiry date, the warranty period shall expire on the expiry date. Provided that the Customer complains in writing to Samplix within the warranty period and without undue delay after discovering that goods are defective or non-conforming, Samplix agrees to replace such goods within reasonable time. Samplix may condition such replacement upon the Customer returning the goods in question to Samplix, in which case Samplix will refund the transport costs to the Customer. If Samplix' investigations show that the returned goods are non-defective and conforming, Samplix will not refund transport costs and may charge the Customer a fee for its investigations.

Customer agrees that Samplix' sole liability, and Customer's sole and exclusive remedy, pursuant to any claim of any kind against Samplix, including without limitation any claim in contract, negligence or strict liability, shall be, at Samplix' choice, (a) replacement of any defective or non-conforming goods or (b) a refund of the price of the defective or non-conforming goods.

THE LIMITED WARRANTY ABOVE IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND SAMPLIX HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY THAT ANY USE OF THE GOODS WILL NOT VIOLATE OR INFRINGE ANY PROPRIETARY RIGHTS OF THIRD PARTIES.

CUSTOMER AGREES THAT SAMPLIX SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE GOODS.



Without limitation to the generality of the foregoing limitation, Samplix shall not be liable for any damage or loss caused by the improper or unapproved use of the goods.

#### **8. Indemnification**

The Customer shall indemnify, defend and hold harmless Samplix from any third party claims relating to the goods sold (or made available on a loan or rental basis under clause 10 below) by Samplix to the Customer, regardless of where, how, and by whom such claims are raised.

#### **9. Restrictions on the Customer's use of the Goods**

Samplix' goods are intended for research purposes only and shall not be used for any other purposes. Any use of the goods purchased from Samplix and/or any modification of such goods for commercial purposes is strictly prohibited, unless Samplix has given its prior written consent thereto.

#### **10. Additional Terms for Goods made available on a Loan or Rental Basis**

Instead of selling goods to the Customer, Samplix may decide to make goods available to the Customer on a loan or rental basis. In addition to these GTC, this clause 10 shall also apply to goods that are loaned or rented out to the Customer.

If the goods are rented out, the Customer shall pay Samplix such fees as specified in the Order Confirmation. Unless otherwise agreed, Samplix reserves the right to vary such fees upon written notice.

The Customer shall use and maintain the goods in accordance with any directions from Samplix' and exercise the utmost care and diligence in relation to the handling and use of the goods. The Customer shall not alter, modify, tamper with or make any other adjustments to the goods. The Customer shall notify Samplix if the goods are defective, and the Customer shall not cause any repairs or other work to be done on the goods without the prior written consent of Samplix. The Customer shall be liable for any damage to the goods; irrespective of the reason for such damage.

The term of the loan or rental shall be specified in the Order Confirmation. Unless otherwise agreed, Samplix shall have the right to terminate the loan or rental upon thirty (30) days' prior written notice to the Customer. The goods shall be returned to Samplix at the Customer's risk and cost. If the goods are not properly returned, the Customer authorizes Samplix to enter its premises for the purpose of taking possession of the goods.

The Customer must return the goods decontaminated, if relevant, and in a clean and good working order (subject to reasonable wear and tear). If the goods are not so returned, Samplix will be entitled to recover from the Customer reasonable cost related to bringing the goods into the aforesaid condition.

The goods remain the property of Samplix and must remain at the Customer's premises at all times until returned to Samplix. The Customer shall not charge, pledge, re-loan, sub-lease, sub-rent, sell or otherwise dispose of the goods.

The Customer shall take out adequate insurance against damages to or loss of or theft of the goods, and product liability relating to the goods, with a reputable insurance company.



## **11. Governing Law and Venue**

These GTC (as well as sales and deliveries made hereunder) shall be governed by the laws of Denmark, without giving effect to its choice of law rules.

Any dispute arising out of or in connection with these GTC (as well as sales and deliveries hereunder), including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Copenhagen, Denmark.

