

HYPERMOL EK

TERMS & CONDITIONS OF SALE

ALL SALES ARE SUBJECT TO THE "HYPERMOL EK TERMS & CONDITIONS OF SALE" AND CUSTOMERS ASSENT THERETO. THE "HYPERMOL EK TERMS & CONDITIONS OF SALE" CONTAIN PROVISIONS LIMITING OR EXCLUDING THE LIABILITY OF HYPERMOL EK, WHICH ARE CONSIDERED TO BE REASONABLE UNDER ALL CIRCUMSTANCES. BY PLACING AN ORDER THE CUSTOMER DECLARES TO HAVE READ AND ASSENT TO THESE "TERMS & CONDITIONS OF SALE".

1. DEFINITIONS

- 1.1. "Conditions" means the "Terms and Conditions of Sale" described in this document.
- 1.2. "Goods" means the products ordered or purchased by the Customer.
- 1.3. "Customer" means the person ordering or purchasing Goods from the Seller.
- 1.4. "Seller" means HYPERMOL EK.

2. ORDERS

Orders shall be placed either in writing or verbally. All orders shall be subject to acceptance or rejection by the Seller. The Seller shall have the right to cancel any order if any Good becomes unavailable.

3. OFFERS & CONTRACTS

All offers are without obligation and contracts are valid by confirmation of order or by delivery. The Seller reserves the right to introduce minor changes in size, weight, composition, quality and design.

4. PRICES, PAYMENT & DUE-DATE

The prices announced are exclusive of VAT. Any additional costs for shipping, packing, fees, insurance charges or custom duties shall be borne by the Customer. The Seller charges the price for the Goods valid at date of order, stipulated in the Seller's published price list and subject to any discount agreed by the Seller. Invoices shall be paid within 30 days of the date of invoice. The Seller is entitled to charge late-payments with an interest rate of 5% p.a. above the base rate of the German Central Bank (Deutsche Bundesbank) without demand note from due-date on. Until complete payment delivered Goods remain property of HYPERMOL EK.

5. DELIVERY

Delivery times shall be valid as confirmed in writing by the Seller. In case of non-compliance of the Seller to the confirmed time of delivery the Customer may only withdraw from the contract after expiration of a reasonable deadline for delivery set by the Customer including refusal to accept performance. Claims of damages shall not exceed the sale price. The Seller is entitled to partial shipment, whereas each shipment will be billed. The Seller shall have no obligation or liability in cases of force majeure, strikes, hold-ups, or any other cause beyond the control of the Seller. Under these conditions the Seller is excused from performance of the order.

6. SHIPMENT

The modality of shipment shall be of Seller's choice. All Goods are shipped by UPS express service at room temperature. Customers are charged a shipping flat rate (excl. VAT) for express shipment including packing and insurance of 11.90€ within Germany and 19.90€ to other European countries. Ex shipment the Customer becomes the owner of the Good with retention of title by the Seller. The risk of loss or damage from any cause whatsoever shall be borne by Customer after delivery of the Good to the carrier. The shipping flat rate includes an insurance of merchandise, for which the Customer as owner of the Good shall claim refund in case of loss or damage.

7. RETENTION OF TITLE

The Seller shall retain full legal ownership of the Goods until the Customer has paid all amounts due to the Seller. After complete payment the ownership of the Goods passes to Customer without further notice.

8. USE OF PRODUCTS

All Goods are for use in research only. The Seller does not take any liability for uses of the Goods other than described by the Seller. All Goods offered by the Seller are not for resale.

9. CLAIMS

Goods with defects, quantity variance or wrong deliveries shall be notified to the Seller within 5 days date of delivery. Hidden defects shall be noticed to the Seller immediately after discovery. Non-compliance within the aforementioned notice periods result in termination of otherwise valid claims of defects. In case of entitled complaints the Seller shall ship missing parts within a reasonable period or exchange the Good. After ineffective expiration of a reasonable grace period stated by the Customer an abatement of expenses or revocation from the contract shall be of Customers choice. Under all conditions liabilities and claims of any kind shall not exceed the sale price and further liabilities by the Seller are excluded.

10. DISCLAIMER OF WARRANTIES & LIMITED LIABILITY

The Seller shall be liable according to German law only for wilful negligence, intent and for abidance of the agreed quality of the Goods. The liability of the Seller for compensation and reimbursement of expenses shall not exceed the sale price. For delivery of faulty goods the Customer may claim either conversion or abatement of the purchase price instead of reimbursement of expenses. Insofar as not excluded in the following, further claims by the Customer are excluded - regardless of the legal grounds. The Seller is not responsible for damages that are not contained in the delivery item itself; in particular HYPERMOL EK is not liable for financial or other damages of the Customer.

To the extent that liability is ruled out or limited by the Seller, this also applies to the personal liability of HYPERMOL EK employees and representatives. The limitation of liability does not apply if the Customer bases claims on sections 1 and 4 of the German product liability law (Produkthaftungsgesetz) due to the lack or a promised capacity or claim for damages due to non-fulfilment (according to §§ 463 and 480, Abs. 2 BGB). The same applies to initial incapacity or pleaded impossibility. Insofar as the Seller wilfully violated contractual responsibilities, the obligation to render compensation for damage is limited to damage that arises in typical cases.

The warranty is limited to 12 months from the point of transfer of risk. This is a statutory period which shall also apply to replacement claims for consequential damage, insofar as no claims are made from illicit actions. Further liabilities are excluded. Inappropriate handling or application of the Goods terminates all aforementioned claims entirely.

11. GOVERNING LAW & DISPUTES

The legal relations between the Seller and the Customer shall be subject to and governed by German law excluding regulations of the UN Convention for the International Sale of Goods. Place of litigation for all claims connected with the business relationship is Bielefeld. The Seller reserves the right to seek jurisdiction at the place of litigation of the Customer. Place of execution for payment and shipment shall be Bielefeld.