

Sales, delivery and guarantee conditions of IGZ Instruments AG

1. General

The following conditions apply to all offers, sales and deliveries of IGZ. Deviations must be agreed upon in writing in any case. Orders (orders for goods), which are placed on the order forms of the client and which may contain provisions, clauses or conditions that do not comply with the conditions of IGZ, are only accepted under the condition that the contractual relationship remains regulated exclusively on the basis of the conditions of IGZ, regardless of such provisions, clauses or conditions contained in the order forms of the client. By accepting and fulfilling such an order with other clauses, neither liability nor other obligations of IGZ, as they are contained in these conditions, are changed, extended or limited in any way.

The validity of an offer is expressly stated. IGZ is only obligated on the basis of the details of an order confirmation or a sales contract or an invoice.

IGZ informs its customers sporadically by e-mail about price campaigns and product news. The customers have the possibility to unsubscribe from the e-mail distribution list at any time.

2. Price

Unless otherwise agreed, prices are quoted in Swiss francs, strictly net, ex Buchs/ZH. If the circumstances on which the pricing is based change significantly, in particular the prices of our suppliers or currency parities, prices and conditions can be adjusted to the changed circumstances. If the buyer refuses his consent, IGZ reserves the right to withdraw from the contract without further obligations.

3. Delivery Terms

Delivery dates are given to the best of our knowledge and are binding. Possible missed deadlines do not entitle the customer to cancel the order. If the delivery date specified is exceeded, the buyer may set a grace period of at least 60 days in writing and withdraw from the contract in the event of further delivery delays.

If IGZ is not able to deliver in time or at all because of unforeseeable events (higher power, operational disturbances of any kind, strike, difficulties of material procurement, accidents, damage or loss during transport etc.), IGZ is entitled to withdraw from the contract completely or partially.

IGZ does not recognize any claims for compensation, which are derived from the non-compliance of delivery times.

4. Dispatch

Deliveries are made at the expense and risk of the buyer. Costs for packaging, postage, freight, transport, insurance etc. will be charged. Packaging material cannot be taken back.

Complaints must be made within 8 days of receipt of the consignment, complaints about any poor packaging must be made on the day the goods are received. Shipments damaged in transit are to be accepted with reservation and to be kept at the disposal of the transport company or the transport insurance company with original packaging. Without immediate notification of damage and recording of the facts, compensation is excluded.

5. Terms of Payment

Unless otherwise agreed in writing, invoices are payable without discount and without any deduction within 30 days. In the event of late payment or if longer payment periods are requested, a surcharge of 0.5% of the monthly invoice amount, or at least CHF 10.00, will be levied for compensation for interest and labor. As long as the purchased items are not paid for in full, they may only be passed on to third parties by the buyer with the written consent of IGZ. In case of such a further distribution, the buyer remains liable for the complete payment and the protection of IGZ's right of retention of title.

For deliveries over CHF 50'000.00 the following terms of payment generally apply: 1/3 when placing the order, 1/3 on delivery, 1/3 after installation.

6. Retention of Title

The delivered goods remain the property of IGZ until full payment has been received. IGZ is entitled to register a corresponding reservation of ownership in the public register. Pledging or transfer by way of security is not permitted. In case of an inspection or any other impairment of the rights by third parties, IGZ must be informed immediately. Claims of a resale from the items delivered by IGZ are transferred to IGZ without a special declaration of assignment.

7. Warranty

IGZ provides a warranty within the framework of the respective warranty conditions of its suppliers and replaces free of charge parts that have become unusable due to material or manufacturing defects. Work to replace such parts is free of charge for one year. A warranty obligation of IGZ, which exceeds the warranty conditions of its suppliers, is hereby expressly excluded. IGZ is especially not liable for the direct or indirect damages caused to the buyer. Claims for damages, interest and other costs are excluded. Financial claims resulting from warranty services cannot exceed the procurement value of the goods. When handling products with a high value (e.g. storage in refrigerators) IGZ always recommends a strategy with double security and the conclusion of a maintenance contract.

The warranty becomes void if the equipment is not operated with original materials, original reagents or original chemicals, in case of incorrect operation and improper use, negligent handling and incorrect storage, and if equipment and parts are modified. Products and parts that are subject to wear and tear or an expiry date, as well as broken glass, are excluded from the warranty. IGZ does not give any warranty on devices and parts that have not been sold or maintained by IGZ.

Certain products of IGZ require network technology and complex information technology from third parties for the proper operation which is not subject to warranty for IGZ. IGZ does not guarantee for damages caused by changes in hardware or software of third parties (e.g. micro-soft, LAN networks etc.) that have direct effects on IGZ products.

Necessary service and maintenance work is not free of charge, even during the period of the warranty claim, and will therefore be invoiced.

If devices are modified in the course of further development and improvements, the customer is only entitled to subsequent changes or improvements after receipt of the delivery if these can be made to his device and he is fully responsible for the costs incurred. In the event of default of payment, no warranty service will be provided.

8. Cancellations

Cancellations of orders require the written consent of IGZ. Costs that have already been incurred are to be borne by the customer. Temporary completion orders must be called within the agreed time, otherwise IGZ will arrange and invoice the remaining delivery.

9. Withdrawals

A claim for the replacement of a new device only arises after unsuccessful repair of the defective device. Exchange or return of the properly delivered goods is only permitted with our prior consent. In this case, only one credit note can be issued for the goods, deducting the costs incurred by the return for incoming goods inspection etc. Returns that are made without prior agreement will be returned at the expense and risk of the sender.

Products that have reached their expiry date are excluded from exchange in any case.

10. Place of Fulfillment and Jurisdiction

Place of fulfillment and jurisdiction for delivery and payment as well as place of jurisdiction for both parties is Buchs/ZH.

11. Good Faith

IGZ will always endeavour to serve its customers to the best of its knowledge and belief and to settle any differences amicably in good faith.

IGZ Instruments AG