

Terms & Conditions of Sales and Delivery

Acceptance

These Terms & Conditions apply exclusively to all sales of P.Glia, even when in individual cases they are not referred to. No variation of these Terms & Conditions will be accepted unless they have been acknowledged in written form by P.Glia. In the case of a conflict, a quotation takes precedence over these Terms & Conditions, and a written contract signed by both P.Glia and its customer takes precedence over either. If one or more of these Terms & Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms & Conditions shall be unimpaired. A customer's inconsistent conditions of purchase will have no validity, even if P.Glia does not expressly reject these Terms & Conditions.

Offers

P.Glia is not bound by any offer P.Glia makes, unless it is confirmed by P.Glia in written form. Any inquiries or complaints concerning confirmation are to be made promptly in written form. Assurances and assured properties only exist when they are stated by P.Glia as such. The descriptions and other statements in the website, catalogs and price lists of P.Glia are to the best of P.Glia's knowledge and belief. No assurances as to properties can be derived from such descriptions and statements.

Prices

Prices are net prices in Euro. Prices and product specifications are subject to change without notice. P.Glia does not agree and is not bound by any other terms or conditions that have not been expressly agreed to in written form by an authorized officer of P.Glia. For price information see our website.

Shipping Charges

Delivery expenses are covered by the customer. Shipping charges and handling fees are always added to the invoice. Dependent on the product handling, fees may include charges for cool packs or blue ice (see Taxes and other Charges). Shipment in part is permitted (see Delivery). P.Glia reserves the right to select the packaging and shipping method, which will ensure the stability of the product and its shipping tracking.

Taxes and other Charges

Packaging & handling fees for shipments on cool packs comprise 16,00 Euro (for the EU), 18,00 Euro (for other European countries) or 20,00 Euro (for the USA & Canada) and are added to the invoice of each order and shipment. Packaging & handling fees for shipments at ambient temperature are 10,00 Euro (for the EU and other European countries) and 13,00 Euro (for the USA & Canada). Other countries: a number of restrictions and regulations govern the international transport of biological and chemical products. P.Glia strives to ship orders with a minimum of delivery costs within these guidelines. Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, or measured by the transaction between P.Glia and the customer shall be paid by the customer in addition to the prices quoted or invoiced. If P.Glia is required to pay any such tax, fee or charge, the customer shall reimburse P.Glia therefore or provide P.Glia at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Delivery

In the case that unexpected circumstances do not allow to fulfill the obligations of P.Glia, no matter if this occurs at the level of our company, or mail service or carrier, the delivery period will be extended. If delivery becomes impossible, P.Glia will be released from the duty to deliver. If these two possibilities should happen, this cannot give rights to any damage claims or cancellation rights of the customer. If a delivery date specified by P.Glia is exceeded by more than two weeks, the customer is

entitled to give P.Glia a further two-week time limit for delivery. Should the delivery not be carried out by the end of the additional two-week delivery period, the customer is entitled to rescind the contract. The rescission must be made promptly and in writing, at the latest within a week of the expiry of the additional two-week delivery period. All deliveries take place at the customer's risk. The passing of risk takes place on the handing over of the products to the carrier or haulier. The careful choice of dispatch method and means of transport is at the discretion of P.Glia with exclusion of any and all liability. Deliveries in part are permitted. They are regarded as separate deliveries.

Payment

Unless stated in a written quotation, products will be billed at the price in effect at the time shipment is made. Prices can be the subject of change from time to time without notice. Payment terms of sales are 15 days from day of invoice in Euro. Default of payment will result in legal proceedings upon the expiry of the payment period without further warning. In this case, or in the case of a warning, P.Glia is entitled to interest for late payment at the current normal rate of interest. If P.Glia's conditions of payment are not complied with or if justifiable doubts exist regarding the customer's ability or willingness to pay, P.Glia is entitled to rescind the contract and to demand the return of the delivered products, the costs of delivery to be borne by the customer. In addition, all time-limited demands will become due. Justifiable doubts referred to above include, but are not restricted to: unfavourable information, deterioration of financial circumstances, initiation of insolvency or bankruptcy proceedings, and default of payment for any other reason. If the customer does not take delivery of properly delivered products, P.Glia is entitled, after setting an additional time limit, to rescind the contract, or to damages for non-compliance with the contract. In the latter case P.Glia is entitled to demand either damages of 40% of the sales price without proof, or the actual amount of damages.

P.Glia remains owner of the products until full payment is received.

Complaints

Immediately upon customer's receipt of any products shipped hereunder, customer shall inspect the same and shall notify P.Glia in written form of any claims for defects or damages and shall hold the products for P.Glia's written instructions concerning disposition. If the customer shall fail to so notify P.Glia within five days after product receipt by the customer, such products have to be irrevocably accepted by the customer. Defects that are detected during proper checking must be objected 2 weeks after receipt. Defects that become evident only at later time, in spite of immediate checking, must be notified latest 2 months after receipt. If the buyer does not complain in due time, the products are considered as accepted. If the complaint is made in the right time and is justified, we have the option to replace the products or take them back against reimbursement of the purchase price or credit note. Items damaged during shipping have to be brought to the attention of the carrier. Products may only be returned by arrangement with P.Glia and with the issue of a return number. The products must be properly packed. If returned products are damaged due to the fault of the customer, the customer is obliged to pay compensation for such damage without delay upon receipt and to report any complaints to us immediately. If the customer fails to make such a report, the products will be deemed approved. In the case of a fault that is not apparent upon inspection, the complaint must be reported immediately upon discovery of the fault, otherwise the products will be deemed approved as regards such fault.

Delay

P.Glia shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond P.Glia's reasonable control, including, without limitation, unsuccessful reactions, act of the customer, embargo or other governmental act, regulation or request affecting fire, explosion, accident, theft, vandalism, acts of war, strikes or other labor difficulties, lightning, flood, windstorm, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Returns

Products may not be returned for credit except with P.Glia's permission, and then only in strict compliance with P.Glia's return shipment instructions. Certain items may not be returned for credit. These items include: diagnostic reagents, refrigerated or frozen products; reagents and standards which have passed their expiration dates; custom products or special orders; products missing labels, or parts; and products removed from their original packaging. Any returned items may be subject to a 30% processing fee.

Use of Products

Unless otherwise expressly indicated in catalogs of P.Glia or on the label or other documentation accompanying the products, the products are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use, in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals. The customer acknowledges that the products have not been tested by or for us for safety or efficacy, unless expressly stated in catalogs of P.Glia or on the label or other documentation accompanying the products. P.Glia may refuse orders if there are any indications for a misuse. P.Glia does not accept any liability for the improper use of the products of P.Glia. P.Glia delivers only to commercial enterprises, resellers and public research, development and teaching establishments. Legal regulations require P.Glia to carefully check orders and to refuse delivery when there are signs of improper use of the products of P.Glia. Orders from students or private individuals must be given from an official office of their institute or company.

Liability

All products delivered by P.Glia are only to be handled by trained personnel who are well aware of the potential dangers. Should any liability for compensation arise as a result of damage caused by breach of this condition, the customer shall be liable to pay any such compensation. In all cases the current safety regulations are to be observed, especially in the case of cells of human or animal origin, which always represent a potential risk of infection. The lack of a danger symbol does not mean that the substances concerned are harmless. P.Glia accepts no responsibility for damage, loss or injury caused by incorrect handling or use in the household, on humans or on animals. In as far as P.Glia has, for certain products, made confirmation of delivery dependent upon a specified use of the products, the customer accepts full liability for any damage suffered by P.Glia as a result of the customer's incorrect use of the product. In the case of products that may only be used in accordance with legal or official regulations, the customer's order simultaneously counts as a declaration that the products will be used for a specific purpose in the above sense. The customers of P.Glia are required without exception to apply the laboratory guidelines of the professional association of the chemical industry when dealing with our products. Passing on of the products of P.Glia to private individuals is not permitted. If as a result of a breach of this condition for whatever reason P.Glia should receive a claim for compensation from a private individual, P.Glia shall have a right of redress against the customer.

Place of Trial

Court of jurisdiction is Amtsgericht Bonn.