

**General Terms and Conditions for Deliveries and Services of Metrohm Schweiz AG, Zofingen**

**1. Binding nature**

These General Terms of Conditions of Delivery only apply if Metrohm Schweiz AG (METROHM) has expressly stated that they are applicable in the offer or order confirmation. Differently worded terms and conditions, in particular of the customer, shall only be valid if METROHM has expressly accepted these in writing or electronically. Should METROHM provide the customer with software for use, then this use is subject to the METROHM / customer license agreement. For third-party components, the general terms and conditions of delivery of the manufacturer shall apply.

**2. Conclusion of the contract**

The contract between METROHM and the customer is concluded at the time of receipt of the written or electronic order confirmation of METROHM. Amendments or additions are only valid if METROHM has expressly agreed to these in writing or electronically. Quotations that contain no stated time for acceptance are non-binding.

**3. Scope of delivery and services**

The deliveries and services provided by METROHM are exclusively those mentioned in the order confirmation, including any enclosures. In the absence of an express agreement, to the contrary, the delivery in Switzerland is DDP (delivery address in accordance with Incoterms 2020). Benefits and risks are transferred to the customer at the time of delivery. In foreign countries the delivery is EXW.

**4. Prices**

All prices are net and ex-works, in Swiss Francs and without any deductions. All ancillary expenses such as for packaging materials, freight, insurance and export, transit, import and other permits, as well as certification fees shall be at the expense of the customer. The customer shall also bear the costs of all type of taxes, levies, charges, duties and similar that are imposed in connection with the deliveries and services or shall reimburse these to METROHM if METROHM can provide proof of their payment.

**5. Shipping costs**

Unless otherwise stated in the offer, the shipping and packaging costs are a standardized flat rate of CHF 35 for deliveries in Switzerland and to Liechtenstein. From a net order value of CHF 10,000 1% of the value of the ordered goods will be charged for shipping and packaging costs. For deliveries to abroad, costs will be charged according to effective expenditure.

**6. Returned goods**

Goods which are delivered by METROHM according to an order will be accepted only by prior agreement. The invoice number and the invoice date must be stated in the accompanying documents and the return of the goods must be agreed with the METROHM contact person. Only whole packaging units will be taken back, which must be in their original packaging, in perfect condition and correspond to the current sales program. The material is checked for sellable condition by our quality control department. Custom-made products (Item numbers starting with 699) and goods with an expiry date will not be taken back under any circumstances. If the returned goods correspond to the conditions referred to above, the following amount will be deducted from the credit note: (in accordance with the invoiced net amount):

Return of goods within 14 days of delivery:	20% of the order value and CHF 50 handling fee per order
Return of goods within one year of delivery:	50% of the order value per order
Return more than one year after delivery:	No return possible

Transportation costs shall be at the expense of the customer.

**7. Payment terms**

Unless otherwise agreed, payment must be received at METROHM's domicile within 30 days of the date of the invoice fully net, without any discount or other deductions. Should the customer fail to comply with the payment terms, METROHM Switzerland Ltd. reserves the right to charge interest on arrears of 5% p.a. from the due date of the invoice. If the securities to be provided at the time of or following the conclusion of the contract are not provided in accordance with the contract, METROHM shall be entitled to adhere to the contract or to rescind it. Compensation for further losses shall remain reserved.

**8. Delivery deadlines**

The delivery deadline shall commence as soon as the contract has been concluded, all information necessary for its performance has been received by METROHM and agreed payments have been made by this time. In the event of force majeure, strikes, accidents, significant operational disruptions or official measures at METROHM or its suppliers or agents, which make timely delivery impossible, the delivery deadline shall be reasonably extended. The delivery deadline shall also be extended if the customer subsequently amends the order or is in arrears with its contractual duties and obligations, in particular if it fails to provide necessary documents and information in good time and/or fails to make agreed payments and provide agreed securities in good time. A delay in delivery does not entitle the customer to cancel the order. The customer can only claim compensation for delay if it could not be assisted by a replacement delivery. In

addition, the delay must be demonstrably caused by METROHM and the customer must prove its loss was caused by the delay. The compensation for delay shall amount to a maximum of 5 %, calculated on the contract price of the delayed part of the delivery. Either way, the first two weeks of delay do not give rise to any entitlement to compensation for delay.

**9. Inspection and acceptance of deliveries and services**

METROHM inspects deliveries and services to the normal extent before dispatch. Any further inspections are subject to special agreement and must be paid for by the customer. The customer must inspect the deliveries and services as soon as possible after receipt, but at the latest within 14 days after receipt of the goods, and must notify METROHM of any defects immediately in writing or electronically. Defects occurring within the warranty period must be reported in writing or electronically immediately after their discovery. Without timely notice of defects, the deliveries and services shall be deemed to be approved. Notices of defects do not entitle the customer to withhold or reduce invoice amounts.

**10. Transport and packaging**

If damage to the packaging is visible on receipt of a shipment or if transport damage to the goods becomes apparent after unpacking, the carrier as well as METROHM must be notified immediately or in due time and the drawing up of a damage report must be arranged. When returning any devices and parts, the original packaging must be used. This applies especially to devices, electrodes, burette cylinders and PTFE pistons. Before embedding in wood wool or similar materials, the parts must be packed dust-tight. Transport costs shall be paid by the customer. METROHM rejects all warranties for damage resulting from non-compliance with these regulations.

**11. Warranty (including guarantee)**

METROHM provides a warranty that its deliveries and services are free from material, construction or manufacturing defects. The warranty period is: Titration, Meter, Ion Chromatography, VA, Autolab, Dropsens: 3 years equipment warranty. Process analytics: 2 years (preventive maintenance by METROHM staff provided). NIR instruments: 1.5 years instrument warranty. Raman instruments: 2 years instrument warranty. For day and night operation, the warranty is half of the above warranty period (excluding process analytics). The prerequisite is that putting into operation and service are carried out by METROHM. Consumables and materials with limited shelf life, as well as glass breakage of electrodes or other glass parts are excluded from the warranty. The technical data stated in the usage instructions is decisive in relation to the accuracy guarantee. The manufacturer's warranty conditions apply to third-party products. The claiming of the warranty obligations is subject to the customer having fulfilled its payment obligations on time. The cumulative warranty claim based on legal grounds is limited to the maximum insurance volume of METROHM or to the amount invoiced by METROHM. METROHM shall be obliged to either repair or replace any demonstrably defective equipment at its own discretion free of charge in its own workshops until the expiry of the warranty period. Transport costs shall be paid by the customer. Defects caused by circumstances for which METROHM is not responsible, such as improper storage, incorrect use, etc. are expressly excluded from the warranty.

**12. Exclusion of further liability**

The warranty claims of the customer are conclusively set out in these terms and conditions. Claims for damages, reduction or rescission and cancellation of the contract are excluded in particular. In no event shall there be any claims for compensation for losses caused by application advice, installation and/or assembly, improper use or alterations to the product/installation or misuse of intellectual property, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect losses. These restrictions do not apply to unlawful intent or gross negligence on the part of METROHM, however these also apply to unlawful intent or gross negligence on the part of auxiliary persons.

**13. Place of jurisdiction and applicable law**

The German version of these general terms and conditions of business is binding. The place of jurisdiction for the customer is Zofingen, Switzerland. However, METROHM is entitled to bring a lawsuit against the customer at its place of business. The contractual relationship between METROHM and the customer is subject exclusively to Swiss Law.