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GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES

I. GENERAL

1. The scope of deliveries and/or services (hereinafter referred to as „Supplies“) shall be determined by the written declarations of both Parties. General terms and conditions of the Purchaser shall apply only if and when expressly accepted by the supplier or the provider of services (hereinafter referred to as „JULABO“) in writing.
2. JULABO herewith reserves any industrial property rights and/or copyrights pertaining to its cost estimates, drawings and other documents (hereinafter referred to as „Documents“). The Documents shall not be made accessible to third parties without JULABO prior consent and shall, upon request, be returned without undue delay to JULABO if the contract is not awarded to JULABO. Sentences 1 and 2 shall apply mutatis mutandis to documents of the Purchaser; these may, however, be made accessible to third parties to whom JULABO may rightfully transfer Supplies.
3. The illustrations, dimensions, descriptions, technical details as well as packing units indicated in the respective catalogs, are not obligatory, JULABO reserve themselves expressly changes.
4. Partial Supplies shall be allowed, unless they are unreasonable to accept for the Purchaser.

II. PRICES AND TERMS OF PAYMENT

1. Prices shall be ex works and exclude packaging; value added tax shall be added at the then applicable rate. All prices are subject to confirmation, relate to the specified price unit. Packaging will be invoiced at cost price. JULABO reserve itself the right to surcharges for the dawn of packing units.
2. If JULABO is also responsible for assembly or erection and unless otherwise agreed, the Purchaser shall pay the agreed remuneration and any incidental costs required, e.g. travel costs, costs for the transport of tools and equipment, and personal luggage as well as allowances.

3. Payments shall be made free at JULABO paying office.
4. The Purchaser may set off only those claims that are undisputed or against which no legal recourse is possible.

III. RETENTION OF TITLE

1. Items pertaining to the Supplies („Retained Goods“) shall remain the property of JULABO until each and every claim JULABO has against the Purchaser on account of the business connection has been fulfilled. If the combined value of the security interests of JULABO exceeds the value of all secured claims by more than 20 %, JULABO shall release a corresponding part of the security interest if so requested by the Purchaser.
2. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.
3. The Purchaser shall inform JULABO forthwith of any seizure or other act of intervention by third parties.
4. Where the Purchaser fails to fulfil its duties, including failure to make payments due, JULABO shall be entitled to cancel the contract and take back the Retained Goods in the case of continued failure following expiry of a reasonable time set by JULABO; the statutory provisions that a time limit is not needed remain unaffected. The Purchaser shall be obliged to surrender the Retained Goods.

IV. TIME FOR SUPPLIES; DELAY

1. Times set for Supplies can only be observed if all Documents to be supplied by the Purchaser, necessary permits and releases, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. Unless these conditions are fulfilled in time, times set shall be extended appropriately; this shall not apply where JULABO is responsible for the delay.
2. If non-observance of the times set is due to force majeure such as mobilization, war, rebellion or similar events, e. g. strike or lockout, such time shall be extended accordingly.
3. Purchaser's claims for damages due to delayed Supplies as well as claims for damages in lieu of performance shall be excluded in all cases of delayed Supplies even upon expiry of a time set to JULABO to effect the Supplies. This shall not apply in cases of mandatory liability based on intent, gross negligence, or due to injury of life, body or health. Cancellation of the contract by the Purchaser based on statute shall be limited to cases where JULABO is responsible for the delay. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser.

4. At JULABO's request the Purchaser shall declare within a reasonable period of time whether the Purchaser cancels the contract due to the delayed Supplies or insists on the Supplies to be carried out.
5. If dispatch or shipment is delayed at the Purchaser's request by more than one month after notice of the readiness for dispatch was given, the Purchaser may be charged, for every month commenced, storage costs of 0.5 % of the price of the items of the Supplies, but in no case more than a total of 5 %. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.
6. Borrowing devices and devices as sample position were supplied, can only in within the agreed upon period, inclusive all manuals, cables and other accessories be taken back. If an affirmative goods return takes place later than 1 week after the agreed upon date, then return permission purges and the purchase price becomes immediately without departures due. If no return period was indicated, then these 4 weeks amount to. The date on the delivery note is relevant. In the case of the return the orderer carries the transportation, administrative and examination costs. The redemption of goods is impossible and the purchase price will be payable immediately due net if the goods are damaged for reasons the Purchaser is responsible. Devices in special execution, consumable material and software licences are impossible.

V. TRANSFER OF RISK

1. Even where delivery has been agreed freight free, the risk shall pass to the Purchaser as follows:
 - a) if the Supplies do not include assembly or erection, at the time when the Supplies are shipped or picked up by the carrier. Upon request of the Purchaser, JULABO shall insure the Supplies against the usual risks of transport at the expense of the Purchaser;
 - b) if the Supplies include assembly or erection, at the day of taking over in the own works or, if so agreed, after a fault-free trial run.
2. The risk shall pass to the Purchaser if dispatch, shipping, the start or performance of assembly or erection, the taking over in the own works or the trial run is delayed for reasons for which the Purchaser is responsible or if the Purchaser has otherwise failed to accept the Supplies.

VI. ASSEMBLY AND ERECTION

Unless otherwise agreed in writing, assembly/erection shall be subject to the following provisions:

1. The Purchaser shall provide at its own expense and in good time:

- a) all earth and construction work and other ancillary work outside the scope of JULABO, including the necessary skilled and unskilled labour, construction materials and tools,
 - b) the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants,
 - c) energy and water at the point of use including connections, heating and lighting,
 - d) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances. Furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions to protect the possessions of JULABO and of the erection personnel at the site,
 - e) protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
2. Before the erection work starts, the Purchaser shall make available of its own accord any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.
 3. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly/erection and any preparatory work must have advanced to such a degree that assembly/erection can be started as agreed and carried out without interruption. Access roads and the assembly/erection site itself must be level and clear.
 4. If assembly, erection or commissioning is delayed due to circumstances for which JULABO is not responsible, the Purchaser shall bear the reasonable costs incurred for idle times and any additional travelling of JULABO or the erection personnel.
 5. The Purchaser shall attest to the hours worked by the erection personnel towards JULABO at daily intervals and the Purchaser shall immediately confirm in writing if assembly, erection or commissioning has been completed.
 6. If, after completion, JULABO demands acceptance of the Supplies, the Purchaser shall comply immediately. In default thereof, acceptance is deemed to have taken place. Acceptance is also deemed to have been effected if the Supplies are put to use, after completion of an agreed test phase, if any.

VII. RECEIVING OF SUPPLIES

The Purchaser shall not refuse to receive Supplies due to minor defects.

VIII. DEFECTS AS TO QUALITY

JULABO shall be liable for defects as to quality as follows:

1. Claims based on defects are subject to a limitation period of 12 months. This provision shall not apply where longer periods are prescribed by law according to Sec. 438 para. 1 No. 2 (buildings and things used for a building), Sec. 479 para. 1 (right of recourse), and Sec. 634a para. 1 No. 2 (defects of a building) German Civil Code („BGB“), as well as in cases of injury of life, body or health, or where JULABO intentionally or grossly negligently fails to fulfil its obligation or fraudulently conceals a Defect. The legal provisions regarding suspension of expiration („Ablaufhemmung“), suspension („Hemmung“) and recommencement of limitation periods remain unaffected.
- 2.1 All parts or services where a defect becomes apparent within the limitation period shall, at the discretion of JULABO, be repaired, replaced or provided again free of charge irrespective of the hours of operation elapsed, provided that the reason for the defect had already existed at the time when the risk passed.
- 2.2 With the 1PLUS Warranty JULABO offers an extension to the normal warranty of up to 24 months, limited to a maximum of 10 000 working hours. Upon successful registration on our homepage www.julabo.de, the extended warranty for your product becomes available. The registration has to be made not later than 4 weeks after initial operation of the unit. The extended period of warranty is valid for all models from the current JULABO range of instruments. This extended warranty will apply from the date of JULABO Labortechnik GmbH's original invoice.
3. The Purchaser shall notify defects to JULABO in writing and without undue delay.
4. In the case of notification of a defect, the Purchaser may withhold payments to a reasonable extent taking into account the defect occurred. The Purchaser, however, may withhold payments only if the subject-matter of the notification of the defect occurred is justified beyond doubt. Unjustified notifications of defect shall entitle JULABO to have its expenses reimbursed by the Purchaser.
5. JULABO shall first be given the opportunity to supplement its performance („Nacherfüllung“) within a reasonable period of time.
6. If supplementary performance is unsuccessful, the Purchaser shall be entitled to cancel the contract or reduce the remuneration, irrespective of any claims for damages it may have according to Art. XI.
7. There shall be no claims based on defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or damage arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective workmanship, inappropriate foundation soil or from particular external influences not assumed under the contract, or from non-reproducible software errors. Claims based on defects attributable to improper modifications or repair work carried out by the Purchaser or third parties and the consequences thereof shall be likewise excluded.

8. The Purchaser shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel and transport, labour, and material, to the extent that expenses are increased because the subject-matter of the Supplies was subsequently brought to another location than the Purchaser's branch office, unless doing so complies with the intended use of the Supplies.
9. The Purchaser's right of recourse against JULABO pursuant to Sec. 478 BGB is limited to cases where the Purchaser has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on defects. Moreover, No. 8 above shall apply mutatis mutandis to the scope of the right of recourse the Purchaser has against JULABO pursuant to Sec. 478 para. 2 BGB.
10. Furthermore, the provisions of Art. XI (Other Claims for Damages) shall apply in respect of claims of damages. Any other claims of the Purchaser against JULABO or its agents or any such claims exceeding the claims provided for in this Art. VIII, based on a defect, shall be excluded.

IX. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT; DEFECTS IN TITLE

1. Unless otherwise agreed, JULABO shall provide the Supplies free from third parties' industrial property rights and copyrights (hereinafter referred to as „IPR“) with respect to the country of the place of destination. If a third party asserts a justified claim against the Purchaser based on an infringement of an IPR with respect to the Supplies made by JULABO and then used in conformity with the contract, JULABO shall be liable to the Purchaser within the time period stipulated in Art. VIII No. 2 as follows:
 - a) JULABO shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies such that they no longer infringe the IPR or replace them. If this would be unreasonable to demand from JULABO, the Purchaser may cancel the contract or reduce the remuneration pursuant to the applicable statutory provisions.
 - b) JULABO's liability to pay damages shall be governed by Art. XI.
 - c) The above obligations of JULABO shall only apply if the Purchaser immediately notifies JULABO of any such claim asserted by the third party in writing, does not concede the existence of an infringement and leaves any protective measures and settlement negotiations to the discretion of JULABO. If the Purchaser stops using the Supplies in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
2. Claims of the Purchaser shall be excluded if it is itself responsible for the infringement of an IPR.
3. Claims of the Purchaser shall also be excluded if the infringement of the IPR is caused by specifications made by the Purchaser, to a type of use not foreseeable by JULABO

or to the Supplies being modified by the Purchaser or being used together with products not provided by JULABO.

4. In addition, with respect to claims by the Purchaser pursuant to No. 1 a) above, Art. VIII Nos. 4, 5, and 9 shall apply mutatis mutandis in the event of an infringement of an IPR.
5. Where other defects in title occur, Art. VIII shall apply mutatis mutandis.
6. Any other claims of the Purchaser against JULABO or its agents or any such claims exceeding the claims provided for in this Art. IX, based on a defect in title, shall be excluded.

X. IMPOSSIBILITY OF PERFORMANCE; ADAPTATION OF CONTRACT

1. To the extent that Supplies are impossible to be carried out, the Purchaser shall be entitled to claim damages, unless JULABO is not responsible for the impossibility. The Purchaser's claim for damages shall, however, be limited to an amount of 10 % of the value of the part of the Supplies which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence or injury of life, body or health; this does not imply a change in the burden of proof to the detriment of the Purchaser. The right of the Purchaser to cancel the contract shall remain unaffected.
2. Where unforeseeable events within the meaning of Art. IV No. 2 substantially change the economic importance or the contents of the Supplies or considerably affect JULABO's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, JULABO shall have the right to cancel the contract. If JULABO intends to exercise its right to cancel the contract, it shall notify the Purchaser thereof without undue delay after having realised the repercussions of the event; this shall also apply even where an extension of the delivery period had previously been agreed with the Purchaser.

XI. OTHER CLAIMS FOR DAMAGES

1. Any claims for damages and reimbursement of expenses the Purchaser may have (hereinafter referred to as „Claims for Damages“), based on whatever legal reason, including infringement of duties arising in connection with the contract or tort, shall be excluded.
2. The above shall not apply in the case of mandatory liability, e. g. under the German Product Liability Act („Produkthaftungsgesetz“), in the case of intent, gross negligence, injury of life, body or health, or breach of a condition which goes to the root of the contract („wesentliche Vertragspflichten“). However, Claims for Damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence or based on liability for injury of life, body or health. The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

3. To the extent that the Purchaser has a valid Claim for Damages according to this Art. XI, it shall be time-barred upon expiration of the limitation period applicable to defects pursuant to Art. VIII No. 2. In the case of claims for damages under the German Product Liability Act, the statutory provisions governing limitation periods shall apply.

XII. CANCELLING AND DISPOSAL IN ACCORDANCE WITH ElektroG

1. JULABO will take back and according to the laws will duly dispose the supplied commodity at costs of the Purchaser after use completion.
2. The requirement of JULABO on assumption/exemption by the Purchaser does not fall under the statute of limitations before expiration of two years after the final completion of the use of the equipment. The two-year period of the expiration inhibition begins at the earliest with entrance of a written report of the Purchaser with JULABO over the use termination.

XIII. VENUE AND APPLICABLE LAW

1. Sole venue for all disputes arising directly or indirectly out of the contract shall be the JULABO place of business, 77933 Lahr/Black Forest, Germany. However, JULABO may also bring an action at the Purchaser's place of business.
2. Legal relations existing in connection with this contract shall be governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIV. SEVERABILITY CLAUSE

The legal invalidity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to continue the contract.