

General Terms and Conditions

Terms and Conditions

The sale of products of QIAGEN AB (hereinafter referred to as the "Seller") shall exclusively be governed by the "General Terms and Conditions of Sale of QIAGEN AB" in effect at the time of the conclusion of each contract.

Any contradicting or deviating general terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their applicability in writing.

The performance of services on behalf of the Buyer to the QIAGEN products delivered shall be governed by the "General Service Terms and Conditions of QIAGEN AB", in effect at the time of the conclusion of each contract.

1. Seller's offers are subject to change without notice. Contracts shall not be deemed to be legally binding before the Seller's written order confirmation or delivery of the products. The Seller reserves the right to make minor deviations from its specifications concerning dimensions, weight, condition and quality.
2. a) Delivery dates shall be approximate, unless the Seller has in writing specifically recognized such as exact.
b) Should Seller fail to meet a stipulated delivery date, Buyer may only rescind the contract or claim damages after written notification to the Seller and expiration of a reasonable grace period set by the Buyer.
In case of a partial fulfillment by the Seller, the Buyer's only remedy shall be full delivery.
3. All deliveries made shall be governed by the Seller's valid price lists at the time of conclusion of the contract. Seller shall be authorized to make deliveries in installments and each installment may be invoiced separately. Orders made by phone must be made at least two weeks prior to the designated delivery date.
4. Force majeure, company shutdowns, labor disputes or other impediments which are outside the Seller's responsibility which affect the Seller or its suppliers shall release the Seller from the contractual delivery obligations for the term of the disruption and its effects.
5. a) Title and risk to the delivered goods shall pass to the Buyer upon delivery to the named destination (DDP)
b) Unless otherwise agreed, Seller will invoice the following freight charges (excl. VAT) per order:
■ Denmark 230 DKK ■ Finland 30 EUR ■ Norway 240 NOK ■ Sweden 280 SEK
c) Orders above the following thresholds (excl. VAT) will be free of freight charges:
■ Denmark 4.500 DKK ■ Finland 600 EUR ■ Norway 4 700 NOK ■ Sweden 5.500 SEK
6. a) Prices include packaging costs but exclude value added tax and shipment costs (unless otherwise agreed in writing).
b) The price list valid at the time of conclusion of the contract is valid for four months from the contract date. After the expiration of such period the prices for delivery of goods under the contract are subject to change and solely governed by the Seller's valid price list at the delivery date.
7. a) Terms of payment shall be 30 days net in Denmark, Norway, and Sweden. Terms of payment shall be 21 days net in Finland.
b) Payments will be accepted as cash payments of wire transfer only.
c) In the event of late payment, interest shall accrue as from the due date, without a dunning notice, in the amount of 1.25 percent per month.
d) Buyer may only set-off its own claims against due payments or claim a right of retention insofar as its claims are determined with res judicata effect, are nondisputed or recognized. In addition, Buyer is not permitted to transfer its claims on the Seller.
8. The Seller reserves ownership title to the goods delivered by it until the Buyer has discharged all of its obligations arising out of the business relationship with Seller. The goods subject to reservation of title may not be sold, pledged or transferred as security.
9. a) Seller's products are designed for use in scientific research. Seller has developed the products for this purpose. Any use of the Seller's products for human medical treatment, for diagnostic purposes, or as pharmaceuticals shall only user and, insofar as necessary, also an approval of the competent authority has been granted. In addition, such application of our products shall require the prior written consent of the Seller. Express instructions for use stated on the package (e.g. "in vitro Diagnostic") shall be deemed written approval of the Seller; such shall not, however, replace any governmental approvals which are necessary in the user's jurisdiction.
b) Buyers who use the Seller's products for industrial production do so at their own risk. As the Seller is not in a position to be able to foresee or control the possible procedures and processes for industrial application of the Seller's products, the Seller disclaims any warranty or liability therefore. For such usage, the Seller's instructions for use shall only be deemed to be recommendations.
10. a) Notifications of defects of goods delivered or deviations of quantity or incorrect deliveries shall be made in writing at the latest within one week after receipt of the goods. Latent defects shall be notified without undue delay after their discovery. The failure to observe these deadlines shall result in the automatic loss of any warranty claims that might otherwise have existed.
b) In case of justified complaints, the Seller shall within a reasonable time supply the missing quantities or, at the Seller's discretion, replace the goods or rectify the defect.



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- c) Should the Seller not have taken such subsequent performance as set out in item 10b) within such reasonable grace period set by the Buyer, then the Buyer may demand either a reduction of the purchase price or, if the defect or the breach of contract is of material adverse effect to the Buyer and the Seller it must have been obvious to the Seller at the time of conclusion of the contract, rescind the contract in its entirety.
- d) The Seller shall only be liable in accordance with the statutory provisions for damages and reimbursement of expenses which were caused by intentional misconduct or gross negligence of the Seller's legal representatives or management employees, for fraudulently non-disclosed defects, for personal damages, for claims pursuant to the Swedish Product Liability Act and for stipulated attributes of the products sold, insofar as the Seller assumed a guarantee for their attributes.
The Seller shall only be liable for direct damages and reimbursement of expenses in the amount of the typical and foreseeable losses resulting from grossly negligent violations of Seller's essential contractual obligations or fundamental obligations and for damages caused by Seller's employees as a result of gross negligence or intention without violating essential contractual provisions or fundamental obligations. In case of a partial performance or the delivery of defective goods, the Buyer shall only be entitled to require replacement of the defect goods or full delivery (as the case may be). Otherwise no other liability than complete delivery shall be applicable.
- e) No warranty claims or damage claims or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of the Seller's products. No liability shall be assumed for parts subject to wear and tear such as movable parts, hoses, syringes, etc. Provided that the Seller has not maliciously concealed a defect or otherwise warranted certain attributes within the context of a guarantee, the Seller shall only be liable for defects to QIAGEN instruments within the framework of the particular terms contained in a Service Support Agreement.
- f) The limitation period for claims of the Buyer resulting from defects shall be one year following delivery of the goods. This limitation period shall also apply for claims based on damages resulting from defects of the products. Should the Buyer be in default of acceptance, then the limitation period shall start to run upon the transfer of risk. Claims of the Buyer other than claims based on defects, in particular, claims on the basis of accessory obligations shall be time-barred two years after delivery of the products (or transfer of risk, as the case may be).
11. a) All disputes shall be resolved in the Stockholm public court of first instance. The Seller may, however, elect to have such disputes decided by the courts having jurisdiction at the domicile of the Buyer.
- b) This agreement and any other agreements between Buyer and Seller shall be governed and construed in accordance with the laws of Sweden. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

