

Terms and conditions of sale

1. GENERAL

Eppendorf North America, Inc. is hereinafter referred to as „Seller.“ Items ordered from Seller in whatever form or quantity are referred to as „Equipment.“ The term „Buyer“ means the person, firm, company or other entity to which Seller is selling the Equipment. All sales by Seller are subject to all of the following Terms and Conditions. Any terms or conditions set forth in acknowledgments and any other documents relating to sale of Equipment, in addition to or inconsistent with the following Terms and Conditions, including penalties or liquidated damages for Seller’s failure to meet shipment dates or any other reason, shall not be binding upon Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from any Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provisions. Seller reserves the right to correct clerical or stenographic errors at any time.

2. SUBMISSION OF ORDERS

Buyer’s completion and submission of an order on this web site, finalized by clicking or selecting the [Submit / Checkout] button, shall constitute a contract under these Terms and Conditions. No agent of Seller has authority to modify or waive any provision hereof, and no claimed modification, termination or waiver or revision of these Terms and Conditions shall be valid as against Seller. The contract information is not stored on a public server or accessible online. This information is not shared with any 3rd party.

3. PAYMENTS

Payments may be made by credit card or pursuant to a registered account which requires prior registration and approval as noted on the payment page. Invoices will be sent to the billing address on file for the registered account and payment is due thirty (30) days from the invoice date. The amount of any payment not received by Seller within thirty (30) days of the invoice date shall bear interest at the rate of one and one-half percent (1 1/2%) per month, retroactive to invoice date. Credit cards are charged at the point of shipment for payments made by credit card.

4. TAXES AND OTHER CHARGES

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment by Seller, Buyer shall, at the time the order is submitted, provide Seller with an exemption certificate or other such document acceptable to the authority imposing such tax, fee or charge.

5. ASSEMBLY, INSTALLATION AND COMMISSIONING

Buyer shall be responsible for any assembly, installation or commissioning of Equipment. Buyer may request Seller to furnish technicians to supervise assembly, installation and commissioning of the Equipment at Buyer’s expense, at Seller’s rates then in effect plus traveling and living expenses. All other labor shall be supplied by the Buyer. The Buyer shall be responsible for placing the Equipment at points of assembly or installation and for preparing the installation site.

6. LIMITED WARRANTY

The limited warranty period depends on the particular product purchased. A copy of a limited warranty is available upon request. The limited warranty period commences on the date of shipment of the Equipment by Seller from Seller’s warehouse, unless a different date is specified in the product-specific limited warranty. The limited warranty runs only to the original Buyer of the Equipment and only if it is used for its intended purpose under normal operating conditions. If the Equipment proves to be defective in material or workmanship during the limited warranty period, as determined by an inspection authorized by Seller, defective parts will be repaired or replaced at Seller’s option. Such repair or replacement, however, shall not extend the limited warranty period. Seller’s obligation hereunder is subject to its receipt within the limited warranty period of written notice from Buyer of all defects within thirty (30) days after such alleged defects become reasonably apparent to Buyer.

THE ABOVE LIMITED WARRANTY EXTENDS TO THE ORIGINAL BUYER ONLY. SELLER DOES NOT GIVE ANY PERFORMANCE GUARANTEES WITH RESPECT TO EQUIPMENT.

Seller shall not be obligated to replace the Equipment or any parts thereof with equipment or parts of later or improved design or construction. Seller shall have no obligation to repair or replace expendable parts, or Equipment or parts damaged by misuse or failure of Buyer to observe proper maintenance, lubricating or operating procedures. This limited warranty shall not apply to damage to certain fragile components such as glass parts and accessories, thermometers and bulbs. In the case of components or units purchased by Seller from other suppliers, the obligation of Seller hereunder shall be limited to give the original Buyer the benefit of any warranty Seller may receive from the supplier of such components or units. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR PARTICULAR PURPOSE OR USE EXCEPT AS HEREIN EXPRESSLY SET FORTH. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTIES, ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ARISING UNDER ANY OTHER THEORIES OF LAW. SELLER SHALL NOT BE LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR INJURY OF ANY KIND WHATSOEVER.

Any improper use of the Equipment, whether intentional or unintentional, operation beyond capacity or any stated limitations, failure to report to Seller within the limited warranty period, substitution of parts not approved by Seller, failure or damage due to misapplication, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, or corrosive matter, or alteration or repair by others in such manner which in Seller's sole judgment affects the Equipment materially and adversely, shall void this limited warranty.

7. DESIGN IMPROVEMENTS

Equipment sold by Seller is subject to change from time to time, which changes are intended to improve the design and construction of the Equipment. Accordingly, any illustrations, specifications or other descriptive material which may have been provided or available to Buyer before delivery of the Equipment, may not necessarily be current at the time of delivery of the Equipment and, hence, are intended to present a general description of the Equipment and are not to be deemed to constitute a part of a limited warranty as to particular Equipment specifications.

8. SELLER'S RIGHT TO SHIP

If the order was placed without a request to „Ship Complete“, all items in the order will ship as and when available. Seller shall have the right to ship the balance of Equipment included in the order as soon as the Equipment is ready for shipment. If Seller reasonably believes Buyer is unwilling or unable to accept delivery when ready for shipment, Seller may transport and warehouse the Equipment at the Buyer's expense. If the order was requested to „Ship Complete“, the complete order will not ship until all items are in stock.

9. DELAY

Seller shall not be responsible for delay in delivery or performance by Seller due to any cause beyond the Seller's reasonable control including, without limitation, events commonly known as force majeure, such as fire, flood, earthquakes, acts of God, strikes, and terrorism; and in the event of such delay the delivery schedule shall be extended for time lost by reason of delay.

10. CANCELLATION AND MODIFICATION

Orders are usually automatically accepted by Seller, and may only be canceled or modified by Buyer with the prior written consent of Seller and upon terms satisfactory to Seller. Email custserv@eppendorf.com to update your order. Please be advised that once Equipment has been shipped, your order cannot be canceled.

11. RETURN OF EQUIPMENT

Seller will accept returns for most products, with a few exceptions, within 30 days after delivery.

11A. 30 DAY RETURN Policy

Buyer may return eligible products within 30 days after delivery for a full refund. Seller will cover the return dock-to-dock shipping cost by providing a shipping label. Seller reserves the right to decline a return, or apply a restocking fee, should the return product be damaged, missing parts, operating manuals and/or original packaging.

11B. NON RETURNABLE PRODUCTS

Please note the following items are NOT RETURNABLE:

- Consumable boxes that are damaged, marked, opened and/or with original seal removed.
- Printed Circuit (PC) Boards and ALL Repair Parts including SOFTWARE
- Probes and Sensors
- Customized instruments and bar-coded products Items

11C. RETURN OF AUTHORIZED EQUIPMENT

Equipment not listed in 11B. (NON RETURNABLE PRODUCTS) may not be returned to Seller without the prior written authorization of Seller. Buyer must contact Eppendorf North America Customer Service at 1-800-645- 3050, to request a return authorization. For the health and safety of our employees, we require all returned equipment to be decontaminated and sent backed with a signed Decontamination Certificate (https://www.eppendorf.com/fileadmin/Main/05-Files/PDF/2019/Decontamination-Certificate_Eppendorf_eng_2019.pdf) Note that some items may be subject to a restocking fee, please contact our Customer Support for more information.

12. DELIVERY

Shipment of Equipment will be by Seller's preferred carrier unless Buyer provides its own preferred carrier and shipment method, including Buyer's account number with such carrier for direct billing to Buyer. Delivery of Equipment shall occur when such products are delivered: (a) by Seller's preferred carrier at Buyer's shipping address, or (b) from Seller's warehouse to Buyer's preferred carrier. Risk of loss for damage or loss in transit shall occur on delivery. If Buyer selects its preferred carrier, all claims must be made by Buyer directly to the carrier. Claims for shortages or incorrect Equipment must be made in writing within six (6) days after the date of delivery.

13. SAFETY

Buyer will employ and maintain any safety guards, controls, warning signs and other safety devices and features, and provide all warnings and instructions, which may reasonably be required for the safety of persons according to the location and use of the Equipment by the Buyer. Buyer shall use and require its employees to use safe operating procedures in operating the Equipment and shall comply with all laws and regulations of any and all governmental bodies or agencies having jurisdiction, including (without limitation as to operations conducted in the United States) the Occupational Safety and Health Act of 1970 (OSHA), as amended, and regulations promulgated pursuant thereto and all amendments thereto with respect to the installation and use of the Equipment. Buyer will not alter or misuse the Equipment in any manner which may constitute a danger to persons.

14. INDEMNIFICATION

Buyer shall indemnify and hold harmless the Seller from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from Buyer's failure to comply with the applicable laws and regulations referred to under Section 13 above regardless of whether or not such claim, damage, loss or expense is caused in part by negligence or other act of the Buyer. Buyer will also indemnify Seller as aforesaid as to any such claim, damage, loss or expense arising out of or resulting from the design, construction, formulation or composition of any product made or handled by the Equipment in the hands of the Buyer.

Buyer is aware that it has the sole responsibility for properly installing the Equipment, for instructing its employees in the proper use of the Equipment according to the manuals supplied by Seller and other component part manufacturers, distributors, or retailers, for ensuring that all safety devices are operable at all times the Equipment is in use, for ensuring that Buyer's employees and visitors wear proper personal protective equipment, and for ensuring the safety of Buyer's employees and visitors while the Equipment is in use. In the event that any other person, firm or corporation makes a claim against Seller or its parents, subsidiaries, affiliates, agents, servants, employees, attorneys, directors, or insurance carriers (hereinafter „related entities“), for injuries or damages suffered by that person, firm, or corporation caused in whole or in part by the negligence of, failure to maintain by, or modification by the Buyer, Buyer hereby agrees to indemnify and hold harmless Seller and its related entities from any and all claims, demands, actions, causes of action of whatever kind or nature, to include the reimbursement of reasonable attorneys' fee in defending against such claims. This indemnification agreement is contractual and is made part and parcel of the Terms and Conditions.

15. ACCEPTANCE OF EQUIPMENT

All Equipment shall be inspected by Buyer within seventy-two (72) hours of its delivery to Buyer at Equipment's destination. Buyer agrees to inspect the Equipment as set forth above and notify Seller promptly, and in any event within seventy-two (72) hours of the inspection, of any shortages, incorrect Equipment or defects. Such notice must be in writing.

16. CHOICE OF LAW

The rights and obligations of the parties hereunder shall be governed by and construed under the law of the State of New York, United States of America, and the parties hereby agree to submit to the exclusive jurisdiction of the federal and state courts having jurisdiction in the State of New York for purposes of any litigation in connection with the Equipment.

17. ASSIGNMENT

This contract is not assignable by Buyer.

18. SECURITY INTEREST

Seller reserves a purchase money security interest in the Equipment, all additions and accessions thereto and all replacements, products and proceeds thereof to secure payment of the purchase price. Such security interest will be retained until the purchase price is paid in full. Buyer agrees that Seller will have the right to file a financing statement pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Seller’s security interest in the Equipment. At Seller’s request, Buyer will join with Seller in executing such financing statements and related documentation. Buyer also agrees that Seller will have the right to invoice Buyer and Buyer will pay all fees, taxes and assessments associated with the filing of the financing statement.

The parties execute these Terms and Conditions by persons duly authorized as of the latter of the dates set forth below.

Eppendorf

Company: _____

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:
100 Crossing Blvd.
Framingham, MA 01702

Address:

Date: _____

Date: _____