

# Ordering Information, Terms and Conditions

## 1. Validity

Our deliveries are exclusively subject to our general terms of sale (GTS). Conflicting or diverging terms of sale will not be accepted by us, unless we have expressly given our written consent in a particular case.

In countries where the services of our established distributors are available, we make all shipments through them. In this case, our deliveries are exclusively subject to the sales and delivery of our established foreign distributors.

## 2. Prices and Payment

The offers resulting from our current price list are subject to alteration with respect to price, quantity, time of delivery and ability to deliver. Price is subject to change without notice, and price to customer shall be that in effect at time of delivery. Payment terms are net 30 days. Late payment fees may be assessed.

## 3. Delivery

Transport risks are carried by the purchaser. For orders dispatched to other countries, the purchaser carries all freight costs from point of origin. Shipping charges are prepaid and added to your invoice.

## 4. Property of goods

After the goods have been made available for dispatch or collection by the buyer, the risk of their destruction, loss or damage has passed to the buyer. The goods only pass into the ownership of the buyer when he has complied with all his obligations regarding the business connection with the seller.

If the buyer also manufactures goods complementary to the goods in which MoBiTec reserves proprietary rights of manufacture, the buyer gains no claim thereby toward MoBiTec. If goods manufactured by MoBiTec are manufactured, mixed, or combined with goods of any third party or parties, MoBiTec retains a joint security interest in the products resulting therefrom in relation to the invoice value of the goods provided by MoBiTec to the invoice values of good of the third parties. If a buyer of goods manufactured by MoBiTec formulates or produces such a mixture or combination from those goods and products or goods manufactured by the buyer, the buyer's property right in the resulting product is assigned to MoBiTec as a security interest upon the buyer's acceptance of the component goods from MoBiTec. If the value of security to which MoBiTec is thereby entitled exceeds the claims which are to be secured by more than 20 percent, MoBiTec is obliged to release excess security in relation to commercially reasonable units if so required by the buyer/formulator. The selection of products and commercial units on which security is to be released is at the sole discretion of MoBiTec.

## 5. Defects, guarantees and warranty

Should delivered goods prove to be defective in any way, MoBiTec reserves the right to replace them with new ones. Should the replacement goods also prove to be defective, the purchaser may cancel the order or reduce the purchase price.

Goods are contractually acceptable if they demonstrate the properties listed in the MoBiTec catalog. MoBiTec can offer no guarantee for other unlisted properties, especially those required for particular applications.

The purchaser is obliged to check goods immediately upon arrival and to inform MoBiTec immediately of any defects found. If MoBiTec is not informed of such defects immediately, the goods are confirmed as accepted.

Because of the high sensitivity of our products, we are not able to accept all returns. No goods may be returned without our permission. Returns will only be accepted if properly packaged. They should indicate catalog and lot number.

As the goods must be handled and containers opened properly, the customer assumes all risk of the same.

MoBiTec makes no warranties, expressed or implied, regarding its products, except those which are explicit in the contract of sale and those which appear on product labeling provided by MoBiTec. There are no warranties which extend beyond the description on the product label.

## 6. Storage

In the case of sensitive substances, we recommend temperatures that enable the goods to be stored for several months. As experience has shown, such goods can be transported over several days without loss of quality. Thus, we will only ship such goods as refrigerated goods if specially requested by the purchaser. A charge will be made for this service.

## 7. Refrigerated Shipments

Particularly unstable items will be shipped in insulated packaging, containing either blue ice or dry ice (marked with designation), a system that maintains stability for at least 60 hours at an ambient temperature of approximately 30°C (86°F). A charge will be made for this service.

Refrigerated shipments to customers in other countries are generally dealt with by our local representatives, however, if requested, such consignments can also be shipped direct.

MoBiTec may provide shipment details to the customer by telephone, fax or e-mail. This is intended to accelerate delivery at the destination. Any data provided in this way is non-binding.

## 8. Use of Products

Products supplied by MoBiTec are for laboratory and research use only. In certain cases, we may request the purchaser to provide MoBiTec with written confirmation that the goods purchased are not to be used for applications other than laboratory or research use or resold for such purposes.

No license or immunity under any patent is either granted or implied by the sale of any of our products.

Any provision herein to the contrary notwithstanding, in no event shall MoBiTec be liable for loss of profits, loss of use or direct, indirect, punitive, special, incidental, or consequential damages, including but not limited to loss of research or development, anticipated profits or other economic loss, even though MoBiTec may have been advised or may otherwise know of the possibility of such damages. In no event shall the liability of MoBiTec arising in connection with any products or with delivery, use, or performance or the same (whether such liability arises from a claim based on contract, warranty, tort, or otherwise) exceed the actual amount paid for all relevant products.

The purchaser of products agrees to indemnify and hold MoBiTec harmless for all claims, liability or expense arising from or related to use or application of the products supplied by MoBiTec.

MoBiTec feels obligated to providing you with quality service and products. If you have any problems with our products, you are encouraged to contact us so that we give you our fullest attention.

## 9. Ordering Information

To expedite your order please provide the following information:

Customer Account Number (if available)  
Shipping Address  
Billing Address  
Purchase order information  
Catalog Number and Product Description  
Size and Quantity of Product  
Purchaser's Name and Telephone Number  
End User's Name and Telephone Number (if applicable)

## 10. Contact Information:

phone: ++49 (0)551 707 22-0  
Fax: ++49 (0)551 707 22-22  
e-mail: info@mobitec.com  
order@mobitec.com

internet: www.mobitec.com

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