

General Terms and Conditions of Chromservis s.r.o.

Basic provision

These General Terms and Conditions of Sale, Delivery and Service (hereinafter referred to as the "General Terms") govern the relations in the supply of goods and services between Chromservis s.r.o. (hereinafter referred to the Seller) and the Buyer. These General Terms and Conditions are binding for all business relations with the Seller. Different written agreements of the participants shall prevail over the provisions of these General Terms and Conditions.

Deliveries of goods and services

Supply of goods and services are made on the basis of a written order or purchase contract. Orders can be sent by mail, electronic form (by e-mail or form e-commerce at the www.chromservis.eu website) or by data message. The Seller only accepts orders for devices exceeding **8,000 €** and the purchase contract as written originals signed by statutory representatives of the purchasing organizations or their authorized persons. The Seller considers the order to be binding by its receipt and at that moment a commitment relationship arises. Purchase contracts are binding by signing the statutory representative of the Seller or persons authorized by him.

The catalogue number specified in the order or purchase contract is decisive for the specification and delivery of the goods.

The purchase contracts are always confirmed by the Seller by statutory representative. The orders from Buyers are always confirmed by means of an order acknowledgment.

The Seller shall immediately inform the buyer of any model changes or innovations of the products during the order (purchase contract) of the buyer. If these changes do not lead to a deterioration of the parameters of the goods or to an increase in their final price, the Seller may make them without the written consent of the Buyer. In other cases, the Seller may make changes to the order only upon agreement and written confirmation of this Buyer agreement.

The Buyer may only make changes in its orders in writing and, in agreement with the employees of the Seller.

Cancellation of an order after its acceptance by the Seller pursuant to Article above is possible only after agreement with a person authorized for this purpose. Chromservis sro reserves the right to charge the buyer any costs incurred in cancelling the order.

Prices

Prices of goods and services are expressed in Euro (€) and are stated in the quotations or price list. The price lists published by the Seller are informative and are always valid as of the date of issue. The Seller is not responsible for errors caused by printing commercial and technical materials. The Seller reserves the right to change prices depending on exchange rates, customs fees, transport costs and other uncontrollable conditions. Prices are always without VAT. They do not include transport costs to the customer's location. Consumable

material is carried out by the appropriate transportation service. The chemicals are supplied by a contractual carrier.

The validity of bids is clearly indicated in the bids. Quotes by the Seller are signed by a sales representative who processes the offer.

If the goods are ordered on the basis of a quotation, the offer number must be stated in the order. If the offer number is not stated in the order, the Seller is not obliged to adhere to the prices stated in the quotation. Later complaints about the price and reference to the offer may not be taken into account.

Delivery of goods and services

The Seller undertakes to deliver to the buyer the goods specified in the order or purchase contract and to transfer ownership of the goods to the buyer and the buyer undertakes to pay the agreed purchase price to the Seller. The Seller undertakes to deliver goods and services as soon as possible according to the availability of goods and operational possibilities. The estimated delivery date is stated in quotations, order confirmations and/or purchase contracts. The expected delivery date can also be communicated by telephone.

The goods are delivered to the destination specified in the order or purchase contract. Acceptance of the goods is confirmed by the buyer either by signing the shipping documents in case of shipment by the carrier or delivery note in case of delivery by a representative of the Seller. The place of performance upon delivery of goods, if the goods are handed over to the carrier, is the Seller's warehouse, where the goods are loaded by the carrier. The date of taxable supply is the day on which the carrier took over the goods for carriage. The place of performance in the case of personal delivery of goods by a representative of the Seller, or personal acceptance by the customer, is the place where the delivery of the goods takes place. The date of taxable performance is the day on which the transfer took place by signing the delivery note.

For supplies of consumables or goods that do not require installation by a service technician, the buyer is obliged to inspect the goods immediately after receipt and report any defects to the supplier within 3 business days after receipt. The delivery always includes a delivery note containing the catalogue number (part number), name, number of delivered pieces and the price.

In the case of delivery of goods that requires installation by a service technician, the consignment remains unpacked from the carrier upon receipt by the buyer. The detailed acceptance of the goods will be performed by the service technician of the Seller with the Buyer and he will record all deficiencies and defects in the installation protocol. The installation work will start immediately and within 14 days of delivery. The Buyer must prepare the installation site according to the requirements for the instrument. The place of performance upon delivery of goods with installation or assembly is the place where the installation or assembly takes place. The date of taxable performance is the day on which the transfer took place by signing the delivery note or handover protocol.

If the goods include software (hereinafter referred to as "software"), the Seller has a non-exclusive right to use the software for the purpose for which it is used by its nature for

simultaneous use on a single computer (hereinafter referred to as the "license"). The license is granted in accordance with the terms contained in the license texts included with the software and the buyer assumes all responsibility for any breach thereof. The Buyer is not entitled to grant the license in whole or in part to a third party or to assign the license to a third party. The Buyer is not obliged to use the license. The Buyer is not entitled to change, modify or interfere with the goods in any way without the Seller's consent.

Technical documentation and user manuals are supplied in the original language of the manufacturer or in the Czech language. The equipment delivery includes a declaration of conformity of the equipment according to the provisions of Act no. No. 22/1997 Coll. (applies only to goods subject to this Act and related decrees).

Payment Terms

The purchase price amounts are payable by bank transfer to the account of the Seller.

The invoice is due within **14 days**, unless otherwise specified. Invoices are due on the date stated on the invoice, i.e. the full amount of the purchase price is credited to the account of the Seller as of that date.

If the buyer requires modification of payment conditions, it is necessary to discuss this fact with a sales representative of the Seller. Newly agreed payment conditions must be stated in the order.

New customers are always required to pay **in advance** on the down payment invoice. It is possible to pay by cash or cash on delivery. The Seller reserves the right to pay in advance for orders and purchase contracts of non-standard performance. Furthermore, the Seller is entitled to request advance payment for customers who repeatedly fail to meet the agreed invoice maturity. The delivery time in these cases starts to run only after the advance payment by the buyer.

Invoices / tax documents are issued at the moment of dispatch of goods (handover to the first carrier) or after personal delivery of goods to the customer.

The amount of the purchase price shall be deemed to have been paid on the date on which it is credited to the Seller's account. As of this date, the buyer becomes the owner of the goods.

If the Buyer is in delay with payment of the purchase price or part thereof, he is obliged to pay to the Seller for each day of delay **0.5 %** of the statutory default interest on the outstanding amount.

The Buyer is not entitled to transfer the obligations to the Seller to a third party without its prior written consent.

Guarantee of quality and liability for defects

The seller provides the buyer with a guarantee for the quality of the goods, with the warranty that the goods will be fit for the agreed or otherwise usual purpose for the warranty period or that they will retain the agreed, otherwise usual properties.

The warranty does not apply to consumables and defects of the goods which are evidently caused by improper use of the goods, in particular by improper connection of the goods with

other devices, use of unsuitable consumables on the goods, inappropriate maintenance of goods, improper storage of goods, seller by unauthorized modification of goods; The warranty does not cover the suitability of the goods for certain special applications.

Unless stated otherwise, the warranty period is **12 months** from the date of delivery of the goods. For consumables (whether included with the device or supplied separately), for battery power, and for device sensors, the warranty period is **3 months** from the date of delivery. If the goods contain inseparable consumables, the warranty period for the goods is **3 months**. The expired goods have a specified warranty period given by the expiration date and the warranty is valid until the first opening. event. installation is delayed due to a breach of the customer's obligation to take over the goods or to provide cooperation for installation, then the warranty period starts to run no later than **30 days** after the handover of the goods to the buyer.

If the Buyer finds out during the warranty period that the goods are defective, they shall inform the Seller without undue delay in a written notification of defects (hereinafter referred to as the "complaint") of the defects found. In the case of a GC or HPLC column complaint, the complaint forms are available on the website of the Seller or it can be sent on request.

The warranty period does not include the period from the filing of a justified claim until the time the Buyer after completion of repairs he was obliged to take over the goods.

When submitting a claim, it is always necessary to present proof of purchase of the goods, which is an invoice and a delivery note with the serial number of the delivered goods. The goods must be complete including the documentation and the warranty stickers intact and in the original packaging. In the complaint, the buyer is obliged to specify the defect of the goods and how it manifests itself. The place of complaint is the registered office of the Seller. The Customer is obliged to hand over the claimed goods clean and wholesome. Health safety is declared by a decontamination form (the form is available on the Seller's website or we can send it on request). Otherwise, the Seller reserves the right not to take over the claimed goods.

The customer is informed about the result of the complaint no later than 2 weeks from the receipt of the subject of performance for settlement of the complaint. In case of necessity assessment of defects of goods by producer usually within 4 weeks.

In case of defective goods claimed by the Buyer, the Seller shall be entitled to replace or repair the defective goods of its choice.

In case of unjustified complaint (if the reported defect is not found or if the defect is not covered by the warranty), the Buyer is obliged to pay the incurred return transport and inspection costs, or repair, before acceptance. The buyer is obliged to pay transport of the goods to the Seller.

Warranty and post-warranty repairs of devices

The Seller provides warranty and post-warranty service of the devices through trained service technicians based on the customer's requirements. Service orders / contracts are accepted by the service department.

Property rights and risk of damage to the goods

The Buyer is not allowed to use the Seller's brand names without prior permission by the Seller.

The buyer acquires the title to the goods according to the European and Czech law.

The risk of damage to the goods passes from the seller to the buyer at the moment of delivery of the goods to the buyer.

General conditions

The text of these General Terms and Conditions is published on the Internet address <https://chromservis.eu> and in selected catalogues of the Seller.

The Buyer understands that the obligation relationship established at the moment of acceptance of the Buyer's order by the Seller and arising in the provision of performance is governed by these General Terms and Conditions.

These General Terms and Conditions come into force and effect on 22nd of August 2024.

Processing of personal data

In accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR), please note that consent to the processing of your data. You may revoke this consent at any time. The Buyer has to advise the Seller for personal data processing.