

General Terms of Business

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1. Applicability of General Terms of Business

- 1.1 These General Terms of Business shall regulate the relationship between Bruker BioSpin AG, Industriestrasse 26, 8117 Fällanden, Switzerland (hereinafter called "BRUKER") and the customer/buyer (hereinafter called "BUYER") in connection with purchase contracts being online closed between BRUKER and BUYER
- 1.2 Each order placed with BRUKER by means of the internet shall be governed by the present General Terms of Business and they shall apply to the exclusion of all other conditions. By placing an online order BUYER acknowledges to have read the General Terms of Business and he explicitly declares to agree with the content of the General Terms of Business.
- 1.3 BRUKER reserves the right, at any time, to modify the General Terms of Business. The modified version shall be published on the website. By placing an online order after revision of the General Terms of Business, BUYER explicitly declares to have agreed with the updated version.

2. Registration, correction of personal data

- 2.1 When BUYER registers on this website, he must ensure that the mandatory registration information of BUYER is correct and complete.
- 2.2 BUYER must inform BRUKER about changes of his address or other modifications by immediately updating BUYER'S personal data on this website.

3. Secret password

- 3.1 When BUYER registers in this website to use the offered services, he has to create a password. BUYER is obliged to keep this password strictly confidential and he is not allowed to transfer the password to a third party.
- 3.2 BUYER is fully responsible for the use of the password and for any orders placed by using the password. With the identification of BUYER by the password BUYER is bound by legal transactions closed by using the password.
- 3.3 Should BUYER have knowledge or suspicion that a third party knows or uses his password BUYER must notify BRUKER immediately. Only in this way BUYER may avoid a future liability caused by an unauthorised usage of his password.

4. Security of data

- 4.1 BRUKER will not transfer personal data of BUYER to third parties. Excepted are data required for the fulfilment of an order (e.g. delivery information for postal services, forwarding agents, etc.). All personal data are handled strictly confidential and according to the principle of loyalty and good faith.
- 4.2 A modern security technology is applied to protect data of BUYER against unauthorised access. BRUKER shall not be liable for the security of data which were transferred in the internet. Transfer of data (e.g. delivery information for postal services, forwarding agents, etc.) is handled without encoding.

5. Orders

- 5.1 By placing an order through this website, BUYER makes a binding offer to purchase the products he has selected under these General Terms of Business.
- 5.2 Orders BUYER has placed with BRUKER on this website are subject to minimum or maximum quantity limitations fixed by BRUKER.
- 5.3 BRUKER offers products to be ordered on this website only within the limits of products being available in stock at BRUKER.

6. Confirmation of order

- 6.1 The order placed by BUYER on this website will not constitute a binding contract unless and until BRUKER transmits a confirmation of the acceptance of the order by e-mail to BUYER.
- 6.2 BRUKER reserves the discretionary right to refuse orders, notably if BUYER did not pay open invoices or credit worthiness appears to be as insufficient based on other reasons.
- 6.3 Data registered by BRUKER constitute full proof of the order placed and transactions executed. Data registered by the payment system constitute full proof of the financial transactions executed.
- 6.4 Return of goods: By placing an order on this website, BUYER confirms that he agrees to our general terms and conditions. Goods of a purchase price below EUR 500.- will not be taken back by BRUKER as well BRUKER will not accept returns of goods containing any chemicals. In the case that BUYER returns goods, BRUKER keeps the right to charge a handling fee of up to EUR 250.-

7. Prices

- 7.1 Prices and exchange rates applicable for products ordered by BUYER are those displayed on this website on the date BUYER places the order online, excluding of VAT and excluding delivery charges.
- 7.2 VAT and delivery charges will be billed at the rates indicated on this website on the date BUYER places his order, calculated in function of the size of the order and the delivery method selected.
- 7.3 BRUKER reserves the right to cancel a contract in case of writing, printing or calculation errors.

8. Delivery methods

- 8.1 Based on orders through the BRUKER webshop three delivery methods are possible:
- a) Express: Delivery abroad with DHL: Delivery DDU domicile BUYER.
 - b) Normal: Domestic and abroad with postal services: Delivery DDP domicile BUYER (Europe).
 - c) Delivery of dangerous goods:
 - Domestic DDP domicile BUYER (truck).
 - Abroad DDU domicile BUYER (airfreight).
- 8.2 VAT/costums duties are calculated based on the chosen delivery method and included in the confirmation of the order/invoice.

9. Costums duties

- 9.1 Should ordered products be delivered to an other country with incoterms DDU domicile BUYER, BUYER is considered as importer of the products and he must comply with all laws and regulations of the country in which he receives the goods.
- 9.2 It is possible that import duties and taxes are levied once the merchandise reaches the country of BUYER. Any additional charges for customs clearance must be paid by BUYER. BRUKER has no control over these charges and cannot predict what amount they may be. Customs policies vary from country to country and BUYER should contact local customs office for further information.

10. Deliveries

- 10.1 All orders confirmed by BRUKER will be delivered to the delivery address specified by BUYER when placing the order.
- 10.2 BRUKER does its utmost to ensure deliveries within 15 working days after receipt of an order. Deliveries can only be made to countries specified on this website.

11. Verification of merchandise, notification of defects

- 11.1 BUYER is obliged to verify the quantity and the condition of the merchandise upon delivery.
- 11.2 Incomplete delivery or defects which are visible at the time of the receipt of the merchandise, have to be immediately notified to BRUKER. Otherwise the merchandise will be considered as having been accepted by BUYER. Defects which become visible in a later moment have to be notified by BUYER to BRUKER without delay per e-mail, fax or telephone. BRUKER shall in such a case provide BUYER with identical replacement merchandise.

12. Returns

- 12.1 BUYER has the right to return any merchandise that does not suit to him within 14 days after receipt of the merchandise.
- 12.2 BRUKER will only accept returns of merchandise in their original condition, in the original packaging and accompanied by the invoice.
- 12.3 After return of the merchandise according to sec. 12.2, BRUKER shall reimburse the price of the returned merchandise and the invoiced delivery charges to BUYER within 30 days upon receipt of the returned merchandise. The costs of the return postage will be charged to BUYER.

13. Payment

- 13.1 Merchandise ordered online is immediately due and payable at the time of placing the order. Payment is done by credit card. Data of the credit card of BUYER will be encrypted for security purpose.

14. Guaranty

- 14.1 BRUKER guarantees during a year after the date of shipping of the merchandise purchased through this website, that the merchandise has the quality required for its functionality. All further warranty claims are excluded.

15. Services to customer

- 15.1 Should BUYER encounter regarding the purchased merchandise any problems or have any questions concerning the functioning or maintenance, BUYER may contact the customer service of BRUKER by telephone for advice and assistance.

16. Limitation of liability

- 16.1 Photographs and texts illustrating and describing the products on this website are none-contractual and only for information purposes. BRUKER shall not be liable in case of errors or omissions in the photographs or texts displayed on this website.

- 16.2 If BRUKER delivers to a country which is different from that where BRUKER originates its shipments, BRUKER shall not be liable if the products do not comply with the laws and the regulations of the country of delivery or in case of electrical or other product incompatibility in the country of delivery.
- 16.3 BRUKER'S liability for any claims in connection with the delivered product and in connection with the non-delivery of product is limited to the maximum amount of the purchase price of the product on which claims are filed.
- 16.4 Liability of BRUKER is limited to the obligation of BRUKER to repair or replace the product according to the discretion of BRUKER.
- 16.5 BRUKER shall not be liable for indirect damage such as commercial damage, loss of customers, loss of orders and loss of profit.

17. Force majeure

- 17.1 BRUKER will make every reasonable effort to fulfil its obligations within the frame of its possibility. BRUKER, however, cannot be held responsible for any delays or failure to deliver caused by circumstances beyond the reasonable control of BRUKER. Such circumstance include strikes, war, natural catastrophes or any other circumstances that make the production, transportation or delivery of products impossible.

18. Applicable law and forum

- 18.1 This contract is governed exclusively by Swiss law.
- 18.2 Exclusive place of jurisdiction for any disputes under this contract between BRUKER and BUYER shall be the domicile of BRUKER in Fällanden, Switzerland. BRUKER, however, is also entitled to file action against BUYER at the place of domicile of BUYER.

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