

## **General Business Conditions Governing Products sold by Dualsystems Biotech Inc.**

### **Application**

The following General Business Conditions are applicable for all products sold and material provided by Dualsystems Biotech Inc. (henceforth described as „Dualsystems“). Together with the payment conditions of Dualsystems (henceforth described as „payment conditions“) they represent an integral part of the contract between Dualsystems and the customer. By purchasing products from Dualsystems the customer accepts the General Business Conditions and the payment conditions of Dualsystems. Variations or additional conditions, particularly the conditions of purchase by the customer, are valid only when agreed to in writing.

### **Conditions and Warranty**

All products are intended to be used for research purposes only. They are not to be used for drug or diagnostic purposes, nor are they intended for human use. Dualsystems Biotech Inc. (henceforth described as „Dualsystems Biotech“) products may not be resold, modified for resale, or used to manufacture commercial products without written approval from Dualsystems Biotech. If you require a commercial license please call our offices at +41 (0)44 738 50 00 or email [info@dualsystems.com](mailto:info@dualsystems.com)

No license or immunity under any patent is either granted or implied by the sale of any of our products. Dualsystems Biotech disclaims any and all responsibility for any injury or damage which may be caused by the failure of the buyer or any other person to use these products in accordance with the conditions outlined herein.

Dualsystems Biotech products are warranted to meet the product specifications in effect at the time of shipment. Notice of nonconforming products must be made to Dualsystems within 30 days of receipt of the product. This product warranty limits Dualsystems Biotech's liability to the replacement of the product only. If you experience trouble with any product, please contact us promptly by phone (+41 (0)44 738 50 00), fax (+41 (0)44 738 50 05), or e-mail ([support@dualsystems.com](mailto:support@dualsystems.com)). If Dualsystems Biotech determines that this product does not conform to the said specifications, Dualsystems Biotech will replace this product at no additional cost to you. This limited warranty shall not extend to anyone other than the original purchaser of the product. This limited warranty shall not apply if the customer has mishandled the product or has disregarded the handling and storing instructions supplied by Dualsystems along with the product. This limited warranty is the sole and exclusive warranty and sets forth the exclusive remedies for all products and is in lieu of all other warranties. Dualsystems Biotech disclaims all other warranties, either express or implied, including without limitation and implied merchantability or fitness for a particular purpose, or similar obligations on the part of Dualsystems Biotech even though Dualsystems Biotech may have been advised or may otherwise know of the possibility of such damages. Any provision herein to the contrary notwithstanding, in no event, shall Dualsystems Biotech 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 Dualsystems Biotech may have been advised or may otherwise know of the possibility of such damages. In no event shall the liability of Dualsystems Biotech arising in connection with any products or with delivery, use, or performance of the same (whether such liability arises from a claim based on contract, warranty or otherwise) exceed the actual amount paid for all products.

If the above terms are not acceptable to you, please return any products in the unopened package in which they were received. Failure to return the product within 30 days or any use of the products, including removal of package seals or opening of sealed packages, constitutes acceptance of the above terms.

In order to facilitate processing, we ask that products not be returned without prior authorization. To return damaged or incomplete products, please contact Dualsystems Biotech within 48 hours of receiving the product to obtain instructions for returning the goods. In order to receive credit, the products must be returned in their original, intact condition. There will be a 25% processing fee on all goods returned due to customer ordering or handling error. Failure to comply with these terms constitutes an acceptance of the warranty as set forth above.

### **Contact and opt-in**

Dualsystems may contact you occasionally, via letter, email or phone, to inform you about new products and special offers or to make you aware of important information relating to its products or services. By purchasing products from Dualsystems, you agree explicitly to this form of contact (opt-in). Dualsystems will not provide your email address to third parties and will use your email address solely for the abovementioned purposes.

### **Fees and conditions of payment**

Unless otherwise agreed to in writing, payment by the customer shall be made in accordance with the payment conditions of Dualsystems, which are an integral part of the General Business Conditions. All fees are exclusive value added tax (VAT) and customs fees.

In the event of delayed payment, Dualsystems is authorized to levy an additional fee amounting to 8% of the total owed. In addition, if Dualsystems has reasonable doubts about the solvency of the customer, full payment in advance may be required.