

Conditions of sale for VWR International AB (“VWR”)

All sales and deliveries are made subject to the General Conditions IML 2009 (Adopted in 2008 by Swedish Labtech), with the following additions/amendments that in case of discrepancy shall supersede IML 2009. These Conditions of sale are applicable to any purchase from VWR International AB.

TERMS OF DELIVERY

Terms of delivery: Unless otherwise agreed, CIP (Carriage and Insurance Paid to) Purchaser as per INCOTERMS 2010, shall apply, provided that transport insurance and shipping will be handled by VWR and charged to the purchaser. The buyer will also be charged for refrigerated packaging, where so required.

The purchaser shall accept deliveries to take place between 08:00 and 16:30 on all weekdays including those before public holidays.

PRICES AND SPECIAL CHARGES

VWR reserves the right to change the prices in price lists and catalogues, without notice. All prices are stated EXW and exclusive of VAT. Special prices, campaign offers and discounts may not, unless otherwise expressly stated, be combined with each other or with other special prices in price lists, catalogues or agreements.

To an order for products with a total order value less than SEK 2,000 exclusive of VAT, will be added a separate small order fee, currently SEK 225 for orders placed via our webshop and SEK 275 for manual orders via our Customer Service. For handling of a product covered by specific regulations or directives relating to environment or safety, a separate Environmental and Safety Charge of at present 1.7% of the purchase price of the product, will be charged to the purchaser. Upon crediting of invoices due to the customer, through incorrect information or otherwise, a handling fee of 250 SEK / invoice will be charged. These stated charges may be altered by VWR without notice.

TERMS OF PAYMENT

Any sale against invoice is subject to VWR’s prior credit approval. Payment for any invoice shall have reached VWR no later than on the due date, which is 20 days after the invoice date. VWR seeks actively to reduce the amount of paper used and VWR’s policy is to send invoices electronically. Paper invoices will be charged at a fee of 35 SEK / invoice. Upon late payment, an interest will be charged at a rate of 2% per month.

DELIVERY CHECK

The Purchaser shall immediately upon delivery check the product/s. The Purchaser must promptly, and no later than within six (6) days from the delivery date, report to VWR any damage or defects that have been, or should have been, discovered at the delivery check, to VWR’s customer service, via VWR’s fault reporting form. In the absence of such reporting, the right to remedies for said damage or defects will be lost.

Any returns need to be approved in advance by VWR. Upon approval, the product shall be returned in the same condition as received and in the original packaging. The Purchaser may not affix labelling or comments to the product or the original packaging.

REPURCHASE

Apart from when the Purchaser is entitled thereto under the Agreement, VWR is not under obligation to accept any return of a product. However, VWR normally applies the following policy for repurchases. A repurchase must be requested within 7 days of the date of delivery. Return of any product with an invoiced value of less than SEK 1,000 (excluding VAT), a product requiring refrigerated storage or a product with limited shelf life will not be accepted. Nor will a product be repurchased that is not a part of VWR’s stocked product range (so called commissioned product), that is a specifically ordered product or a product that for a specific customer has been manufactured to order.

In the event of an approved repurchase, 80% of the invoiced product value will be credited. The product shall be returned DAP (Incoterms 2010) to VWR, undamaged and in the original packaging. The Purchaser may not affix labelling or comments to the product or the original packaging. Returns that are not accepted by VWR or which have been sent without a reference number will be sent back at the customer’s expense. Upon repurchase of technical equipment such as scales, measuring instruments or similar, a testing charge will be applied in accordance with the at each point in time applicable rate before such product is returned to VWR’s stock.

APPLICABLE LAW

The agreement between VWR and the purchaser is governed by the substantive laws of Sweden, without regard, however, to the UN Convention on International Sales of Goods (CISG).

LIABILITY FOR DEFECTS IN CERTAIN CASES

The sole remedy available to the purchaser for any defect in the delivery of defective drugs, liquids or substances, shall be replacement of the defective product.

USE

The products VWR supplies are intended for use in accordance with the available documentation and manufacturer specifications under the user's sole responsibility. For some specific products (Active Pharmaceutical Ingredients), the customer must contact the VWR local sales organisation.

VWR customers that intend to use these products for pharmaceutical, cosmetic, food or any other use must carry out their own internal investigations and controls to ensure that they are in compliance with their local laws and regulations (e.g. European pharmacopeia, etc.). VWR will in no event be liable if a customer uses a product that does not fit with the intended use. It is customer's responsibility to comply with all applicable health, safety and other regulations and to take appropriate steps in relation to the storage, handling, sale and use of the products.