

# Conditions of Sale of VWR International AB ("VWR")

All sales and deliveries are made in accordance with the General Terms of Delivery IML 2009 (adopted in 2008 by Swedish Labtech), with the addition of the Conditions of Sale of VWR applicable at the time of sale, which shall apply with precedence over IML 2009 in the event of a contradiction

## TERMS OF DELIVERY

As a delivery term, unless otherwise agreed, CIP (Carriage and Insurance Paid to) the buyer according to INCOTERMS 2010 shall apply, meaning among other things that transport insurance and shipping are arranged by VWR, however the costs of such insurance and shipping are charged to the buyer separately. The buyer will be charged for refrigerated packaging, when required.

The buyer shall receive deliveries between 08:00 and 16:30 on weekdays, including those before public holidays.

## PRICES AND SPECIAL CHARGES

VWR reserves the right to change prices to reflect changes in the market and to deliver the products at the prices in force on the delivery date. If the price changes after the buyer places an order, VWR will provide the buyer with a notice of price change with the new price before delivery. The buyer shall notify VWR in writing within five calendar days from the date of receipt of the order confirmation and the price change notice, respectively, if the buyer does not agree to this condition or the new price, in which case VWR reserves the right to cancel the order or the respective part of the order.

All prices are stated EXW and apply excl. VAT. Special prices, promotional offers and discounts cannot, unless otherwise expressly stated, be combined with each other or with other special prices in price lists, catalogues or agreements.

On such orders that include products with a total order value that is lower than SEK 2000 excluding VAT, a small order fee is added. For the handling of goods, which are subject to specific regulations or directives for environment or safety, an overall environmental and safety fee of currently 1.7% of the price of the goods is charged. When crediting invoices caused by the customer, through incorrect information or otherwise, a fee of SEK 250 / invoice will be charged. Stated fees are subject to change by VWR without special notice.

## PAYMENT TERMS

VWR reserves the right to make a credit check, which may also include taking credit information, before each sale by invoice. Payment of invoice must be received by VWR no later than the due date, which is 20 days after the invoice date. VWR is actively seeking to reduce the amount of paper and this is in line with VWR's policy of sending invoices electronically. If a paper invoice is requested, a fee of SEK 35 / invoice will be charged. In case



of late payment, interest is charged at the rate of 2% per month. Upon late payment, interest will be charged at a rate of 2% per month.

### **DELIVERY INSPECTION.**

It is the buyer's responsibility to immediately examine the delivered product. External damage to packaging/products and/or missing packages must be documented on arrival on the carrier's consignment note.

Damage or defects that are discovered, or should have been discovered, during the delivery inspection must be reported to VWR's customer service immediately, and no later than within six (6) days from the date of arrival, through VWR's fault report form. Without such notification, the right to claim for damages or errors is lost.

All returns must be approved in advance by VWR. Upon return, the product must be returned in the condition received and in its original packaging. Labelling or notes may not be made by the buyer on the product or on the original packaging.

### **REPURCHASE**

In addition to the cases where the buyer has the right under an agreement with VWR, VWR is not obliged to accept the return of the product for repurchase. Normally, however, VWR applies the following return policy for repurchases. Returns must be requested no later than 7 days from the date of delivery. Returns of products with an invoiced value of less than SEK 1,000 (excl. VAT), products that require cold storage or goods with a limited shelf life are not accepted. Products that are not included in VWR's stocked range, specially ordered products, and products that for a certain customer have been manufactured to order are not accepted for repurchase.

Upon approved repurchase, 80% of the invoiced item value is credited. The product must be returned free of charge delivered to VWR, in undamaged condition and in original packaging. Labelling or notes may not be made by the buyer on the product or on the original packaging. Returns that are not accepted by VWR or that are sent without a reference number will be returned at the customer's expense. When repurchasing technical equipment such as scales, measuring instruments and the like, a test fee is charged according to the rate applicable at any given time before the product is returned to VWR's stock.

### **APPLICABLE LAW**

The agreement between VWR and the buyer shall be subject to Swedish law, without, however, the UN Convention on the International Sale of Goods (CISG) being applied to the agreement or the relationship resulting therefrom.

### **LIABILITY FOR ERRORS IN SOME CASES**

For errors in the delivery of faulty chemicals, consumables, liquids or substances, the only remedy the buyer is entitled to is delivery of a replacement product in place of the faulty product.

## USE OF PRODUCTS

The products supplied by VWR are intended for use in accordance with the available documentation and the manufacturer's specifications under the sole responsibility of the user. For certain specific products ("Active Pharmaceutical Ingredients"), the buyer must contact VWR's local sales organization.

If the buyer intends to use these products of VWR for pharmaceutical manufacturing, cosmetics, food production or any other use, the buyer must carry out its own internal examinations and controls to ensure that they are in compliance with local laws and regulations (e.g. European pharmacopeia etc.). Under no circumstances shall VWR be liable if a buyer uses a product that does not fit with the intended use. It is the buyer's responsibility to comply with all applicable health, safety and other regulations and to take appropriate measures regarding the storage, handling, sale and use of the products.