



General Terms and Conditions of Sales

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1 - Purpose - Definitions

These General Terms And Conditions Of Sale (“GTCS”) govern the sale of Goods whatever means is used (phone, fax, email, e-order).

The terms beginning with a capital letter and used in these GTCS are defined as follows:
“**Seller**”: Bertin Pharma, a French corporation with its registered office at Parc d’Activités du Pas du Lac 10 bis avenue Ampère 78180 Montigny-le- Bretonneux France, registered in the Versailles Trade and Companies Register under No 380 608 380 and intracommunity VAT No. FR 380 608 380.
Contact: +33 (0)139 306 260 or marketing@bertinpharma.com.

“**GTCS**”: this one-page document, which is titled General Terms and Conditions of Sale;

“**Customer**”: any professional, user of the Website; This website is intended to sale only to private or public organisation duly authorized for research in their country.

“**Good(s)**”: all goods being sold by the Seller, exclusively to Customers.

“**Website**”: the website : bioreagent.bertinpharma.com

“**Territory**”: worldwide for BERTIN PHARMA, SPI-Bio, MS2Plex and Glyco- SPOT brands but Japan on the webstore. The brand IBA will not be sold and delivered in Germany. The product brand Cayman Chemical will only be sold and deliver in European & Mediterranean Countries.

2 - Contractual Document

These GTCS shall have prevailing effect over any of Customer’s general terms and conditions of purchase. Customer expressly accepts these GTCS without any restrictions. These GTCS may be subject to later amendment by the Seller at any time. The purchase of Goods by the Customer is governed by the GTCS that is applicable on the date of the order.

3 - Buyer's Use of Product

3.1 The products sold by the Seller are for research use only. They are not intended for human or veterinary diagnostics or therapeutic uses. Specific sales conditions apply to DEA or ANSM regulated and toxic substances. Please contact us for additional information.

All technical documentation and MSDS are available for all our products. Please call our Bioreagent Department or download them on our website at bioreagent.bertinpharma.com.

3.2 The Buyer expressly represents and warrants to the Seller that the Buyer will properly test, use, any products purchased from the Seller in accordance with the practices of a reasonable man who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted.

4 - Orders

4.1. Orders are accepted either through this website or by fax, e-mail, postal mail.

4.2. We advise you to confirm your order at the latest on Friday morning to be delivered by the end of the following week after. Order is deemed to be accepted when Seller has sent a written acceptance to the Buyer.

4.3. Order can be sent and proceed by by fax, email, postal mail or directly on our webstore.

Please address all your correspondences to:

Bertin Pharma – Bioreagent Department
Parc d'Activités du Pas du Lac
10 bis avenue Ampère
F-78180 Montigny-le-Bretonneux Cedex France
Phone: +33 139 306 036 - Fax: +33 139 306 299 - email: order@bertinpharma.com

Please include in your purchase order form:

- buyer's purchase order number
- catalogue number, product description, size, quantity required
- shipping & invoice addresses
- VAT number (for European Union countries only)
- name of the end user for good remittance when delivered (and phone number or e-mail)
-

5 - Prices and Taxes

5.1. The prices charged are those appearing on the Website at the time when the order is placed by Customer, with the exception of Goods for which the Buyer is required to ask Seller for a quotation.

Prices are given for indication only. They are subject to change without any prior notice. Prices are deemed to be ExWorks Montigny-le-Bretonneux – France (Incoterm 2010 ICC). All taxes and supplementary costs (packaging, transport, bank transfer, administrative fees, ...) will be charged to the Buyer.

5.2. Any value added tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between the Seller and the Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, the Buyer shall reimburse the Seller therefore; or, in lieu of such payment, the Buyer shall provide the Seller, at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

6 - Terms of Payment

Payments are to be made in Euro currency, 30 days net.
Buyer is charged for Bank and wire transfer fees.

Banque PALATINE (succursale de Versailles)

13, rue Colbert - 78000 VERSAILLES - FRANCE

Bank code: 40978

Agency: 00068

Account n°: 0408947J001

Key code: 53

Domiciliation: BF00068 SUCC. VERSAILLES

IBAN: FR 59 4097 8000 6804 0894 7J00 153

BIC/Swift: BSPFFRPPXXX

For payments not received by the agreed periods, the sums due will be fully and automatically subject to interest of 1.5% per legal month rate.
Moreover, Seller will be entitled to cancel or postpone future deliveries.

7 - Shipping

7.1. Goods are shipped to the delivery address set out on the Buyer Order.

7. 2. Unless indicated on the Buyer order, shipping costs are prepaid by Seller and billed to the Buyer. Products are packaged in boxes adapted to their stability (i.e. room temperature, wet ice or dry ice).

7.3. All operations upon release from Seller's premises, and notably those of transporting and handling will be to the account, charge, risk and at the Buyer's own risk. It is the Buyer's responsibility to verify deliveries on arrival. Packaging and products should be inspected immediately upon receipt. Notification of damage, shortage, defects or incorrect shipping should be reported immediately by e-mail or fax to the appropriate carrier.

8 - Cancellation and Return

8.1. The Buyer may not cancel an order unless such cancellation is expressly agreed to in writing by the Seller.

8.2. Products cannot be returned without any prior authorisation and instructions from our Bioreagent Department. You can reach them either by fax, post or e-mail at order@bertinpharma.com.

8.3. In case the product has been paid on our Website and could not be delivered due to local restrictions or regulations, the Buyer will be refunded from the cost of the goods and transportation costs less any taxes, bank fees supported by the Seller. If the buyer is proved not to be a Buyer, the Seller de facto makes use of cancellation of the order. Its reimbursement will be made on the basis of the product price plus a flat-rate reimbursement of 25 euros.

9 - Prohibited Resale

Resale is prohibited in the absence of an express written agreement to the contrary, all the products are sold by Seller for the exclusive use of the Buyer and are not to be resold.

10 - Distribution Network

You can purchase our products in the Territories either directly from us or from local distributor.

11 - Technical Assistance

Technical assistance is available from 9.00 am to 5.30 pm, Monday to Friday (Paris local time).

Please contact our Bioreagent Department by phone +33 (0)139 306 036 or e-mail at bioreagent@bertinpharma.com. Do not forget to mention any necessary information (catalogue number, batch number, raw data, ...) for an appropriate and prompt answer. Technical assistance is provided without charge, in good faith but without responsibility.

12 - Your Account with Us

12.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the products.

12.2. If you use Seller's Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer or account.

12.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your

account without your authority and also log in to your account and change your password.

12.4. Seller reserves the right to refuse Buyer access to Seller's Website.

13 - Warranty

13.1. Seller warrants that products meet the specifications listed in the catalogue at the time of shipment. Should any product fail to perform as warranted, upon notification, Seller will promptly replace it, free of charge. Seller's obligation and Buyer's sole remedy are limited to such replacement of the product or, according to Seller's opinion to the refund of the original purchase price.

13.2. Seller does not make any other warranty or representation whatsoever whether expressed or implied, with respect to these products. In particular, Seller does not make any warranty of suitability, non-infringement, merchantability or fitness for any particular purpose of any product. In no event will Seller be liable for incidental, consequential or punitive damages.

14 - Applicable Law & Place of Jurisdiction

Orders are governed by and construed in accordance with the laws of France. Application of the Vienna convention is excluded. Any dispute arising out or in connection with the order which cannot be settled amicably will be submitted to the competent court of the Cour d'Appel de Paris which will have exclusive jurisdiction