



ONE HEALTH – ONE COMPANY – ONE SOLUTION

## General Terms and Conditions

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**Issued by:**

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14.06.2024

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## 1. General Terms and Conditions

### 1.1 Scope

These General Terms and Conditions (GTC) apply to all contracts concluded with ender diagnostics ag.

### 1.2 Subject

ender diagnostics ag manufactures and distributes collection and test kits for human and veterinary use as well as devices used for diagnostics. In addition, ender diagnostics ag provides software solutions for data analysis, sample management and result management. Our services consist of consulting and the provision of complete solutions (diagnostics & software).

### 1.3 Prices and product range

The price for products and services is set out in our offer addressed to you or, if you are not ordering on the basis of an individualized offer, are published in the web store. Prices according to an individualized offer take precedence over the prices on the web store. VAT (if applicable) and shipping costs are shown separately on our offers. The shipping costs include packaging and shipping and may vary depending on the product and delivery location.

### 1.4 Delivery

Unless otherwise agreed by the parties, the delivery mode shall be "EX WORKS" (EXW Incoterms 2020). This means that the benefit and risk of the products is transferred when the products are made available for transportation at our factory. If products are lost or damaged during transport, we will assist you in clarifying the matter with the carrier, but we exclude any liability. Invoices are issued upon delivery of the products. The payment term is 30 days net from the invoice date.

### 1.5 Inspection of the goods and notice of defects

Quality is important to us and we want you to receive the products in good condition. The collection and test kits must be checked immediately after delivery and any damage must be reported to ender diagnostics ag within the period defined below. In the event of an originally defective collection and test kit, ender diagnostics ag will replace it free of charge in fulfillment of its warranty obligation. The rights to rescission and reduction are expressly excluded. Please contact our customer service ([service@enderdiagnostics.com](mailto:service@enderdiagnostics.com)) within **five working days of receipt and inspection of the products**. If you do not contact us within this five-day period, we will consider the products to have been approved by you.



## 1.6 Payment

The payment term for our invoices is 30 days net from the invoice date and must be paid in the currency shown on your invoice. In the event of non-payment within the specified payment term, the customer shall be in default without any further reminder. From this point onward, we are entitled to charge default interest at a rate of 5% per annum. We reserve the right to prove further damages and to assert reminder fees. If a payment is overdue, we also reserve the right to suspend further deliveries and/or terminate the contract. We also reserve the right to reject your future orders.

## 1.7 Software

You may not sell, rent, lease, lend, transfer, or assign devices that contain software from ender diagnostics ag or require software from ender diagnostic ag for their use, unless you have first completely deleted or uninstalled the software. Licenses for our software or software products are not transferable.

## 1.8 Rental objects

You undertake to maintain the rental items required for the use of the collection and test kits and provided by ender diagnostics ag, including PCs, pipettes and other devices, in perfect condition and to use them only for their intended purpose in accordance with ender diagnostics ag's instructions. Upon return, the rental items must be returned in the same condition as they were received, taking into account normal wear and tear. Any damage caused by improper use or negligence is the responsibility of the customer. ender diagnostics ag accepts no liability for damage to the customer caused by improper use of the rented items.

## 1.9 Order processing

For the provision of services under this contract, ender diagnostics ag may commission third parties. ender diagnostics ag undertakes to exercise due care in the selection and instruction of third parties and to monitor the performance accordingly.

## 1.10 Data protection

The privacy policy according to the following website applies: [Privacy Policy - ender diagnostics ag](#)

## 1.11 Products with an expiry date

In accordance with our quality standards, each product contains an expiry date, which is indicated on the packaging. The collection and test kits are valid until this date.

**After the expiry date:** It is important to note that collection and test kits become invalid after the expiry date stated on the product packaging and should no longer be used. The results of laboratory test kits that have expired may be unreliable, inaccurate or inconclusive. We **do not offer refunds or exchanges** for products that have expired. It is the



customer's responsibility to ensure that the product is used before the expiry date in order to obtain accurate and valid results.

## 1.12 Liability

ender diagnostics ag makes no representations regarding the usability of the collection and test kits and limits itself to supplying collection and test kits that are usable up to the expiry date, along with test instructions for their correct use. The collection and test kits are to be used exclusively in accordance with the product description. For proper use, ender diagnostics ag provides instructions or offers onboarding programs.

Damages due to improper use outside of the product description are completely excluded. Damages of any kind due to slight negligence are excluded from liability. ender diagnostics ag further excludes any liability for damages caused by the use of expired collection and test kits. The customer bears the full risk for samples and their analysis and is not entitled to compensation. The same applies to samples lost or damaged in transit.

The use of our products is at the customer's own risk. Under no circumstances shall ender diagnostics ag be liable to the customer or third parties for damages resulting directly or indirectly from the incorrect use of our products or from the customer's own decisions.

## 1.13 Severability clause

If any provision of these General Terms and Conditions as well as agreements entered into based thereon is invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

## 1.14 Applicable law/jurisdiction

These GTC and the contract on which they are based are subject to Swiss substantive law, excluding the conflict of law provisions of private international law. All disputes arising from or in connection with orders shall be governed exclusively by the courts of the city of Bern, Switzerland. The application of the United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) is explicitly excluded.