



Pépinière Laennec
60, Avenue Rockefeller
69008 Lyon
contact@dendritics.net
Phone: +33(0)4 72 71 74 03
www.dendritics.net

DENDRITICS GENERAL TERMS OF SALE

GENERAL CONDITIONS

Any order implies of the buyer the general acceptance of the present terms which governs its relations with Dendritics and prevails on any other document, unless specified in writing by Dendritics or if there has been a contract written previously between the two parties, in which case, the agreed terms would overwrite the ones below. Any specific condition required by the buyer will be void if not agreed upon in writing. Dendritics reserves the right to modify the present terms with 30 days of notice.

1. Orders

Buyers must place all orders in written form. The orders must contain the billing address, the shipping address, the buyer's name, references to any quotations made by Dendritics, details of the products or services requested, reference numbers from our catalogs and promotional material, the quantities ordered in sales units, the date of order, the intra-community VAT number for European Community members and the telephone and fax numbers of the contact person. Dendritics reserves the right to refuse any incomplete orders. The Buyer must note that one purchase order could be billed in several invoices as stated in article 8.

2. Changes and cancellation of orders

On reception of the order by Dendritics, no changes or cancellations will be accepted, unless agreed upon in written form by Dendritics and the buyer in the 24 hours following the reception of the order. The agreement should



Pépinière Laennec
60, Avenue Rockefeller
69008 Lyon
contact@dendritics.net
Phone: +33(0)4 72 71 74 03
www.dendritics.net

contain the modifications to the order and the effects of these modifications on prices and shipping times. Past this grace period, the order will be considered as final.

3. Packaging

Dendritics will choose the packaging and mode of dispatch. Additional costs incurred, due to special packaging or special dispatch requests of the buyer, must be agreed upon by Dendritics. All extra costs will be met by the buyer.

4. Delivery

The products are shipped at the risk of the buyer, as stated in the Incoterm CCI 2000 « Ex Works ». In the case of damaged goods, the buyer must send a letter through certified mail to the transportation company in the 3 days following the receipt of the goods, stating the damages observed upon arrival.

5. Delays in Delivery

These products being of high technological value, Dendritics cannot set a fixed delivery period. The delivery times given are only indications and late delivery will not entitle the buyer to withdraw from the contract or to claim damages or any other allowance. Nevertheless, Dendritics will aim for all orders placed before Friday noon to be treated by the following week, except for weeks with national holidays or any shortages with the producer. For optimal delivery, all products are shipped with express mail.

6. Complaints

In the case of complaints, the purchase order found in each package must be dated, signed and returned to Dendritics by fax upon the reception of the



Pépinière Laennec
60, Avenue Rockefeller
69008 Lyon
contact@dendritics.net
Phone: +33(0)4 72 71 74 03
www.dendritics.net

products. All complaints concerning transportation must be described in detail.

It is the buyer's responsibility to inspect all goods upon arrival in order to ensure that their state and quantity are as ordered. The buyer may choose to open the package in presence of the deliveryman and should not part with any packaging material without ensuring that all the product's parts are present. Complaints on defects or errors in the product shipped or ordered or on the purchase order itself, should be reported to Dendritics in written form within 5 days following the receipt of the goods. The letter should be sent in certified mail with a return receipt. If the buyer does not respect these terms, Dendritics will not agree to any full or partial compensation. The buyer will incur all costs associated with returning defective products.

7. Liability

The products and all of their components are exclusively destined to handling by professionals in a laboratory and are under the responsibility of its handler. Dendritics declines all responsibility if the product is used for a different purpose than its original one.

8. Prices

The prices in the catalog are in Euros without tax (Eur. H.T.) and without additional charges such as packaging and shipping. They are only an indication and are not binding. The binding prices for each order are the ones found in the quotations, official price lists or in special pricing offers issued by Dendritics.



Pépinière Laennec
60, Avenue Rockefeller
69008 Lyon
contact@dendritics.net
Phone: +33(0)4 72 71 74 03
www.dendritics.net

9. Billing

All finished services or delivered products will be materialized by an invoice unless otherwise mentioned in the contract. The due date corresponds to the date specified on the invoice.

The invoices are payable in whole 30 days after the date of invoicing.

10. Terms of payment

The invoices are payable to the following address:

DENDRITICS -Pépinière Laennec- 60, Avenue Rockefeller-69008-Lyon
- France

Checks or bank transfers are the only accepted forms of payment.

Bank transfer details :

CIC Lyonnaise de Banque , 48 Boulevard Laurent Gerin, 69200
VENISSIEUX-France

Swift address: CMCIFRPP

Curr. : EUR

IBAN : FR76 1009 6180 1000 0414 9810 118 - Dendritics

The delay in payment entitles Dendritics to suspend all deliveries until the payment is received. In case of delay in payment, Dendritics is entitled to charge default interest on the overdue amount at the rate of one and a half the legal rate, per month. These interests will run from the due date until the payment date.



Pépinière Laennec
60, Avenue Rockefeller
69008 Lyon
contact@dendritics.net
Phone: +33(0)4 72 71 74 03
www.dendritics.net

Until the full payment is received, all products remain the property of Dendritics which reserve the right to reclaim the unpaid products at the buyer's expense.

The buyer will be responsible for all the fees incurred by the process to recover the debt, including all fees of members of the legal profession. The payments of these fees will not be suspended under any circumstance or be the object of any compensation unless there has been written accord from Dendritics. Any partial payment will first recover the nonprivileged part of the credit and then cover the oldest overdue amounts.

11. Confidentiality

Dendritics works in partnership with its clients and will treat personal data and research results as confidential. The buyer will not disclose any information he has received while working with Dendritics, during the time of the contract and for 2 years to follow.

12. Warranty

Dendritics guarantees that its product and services are conform to its standards and specifications. On the other hand, they do not guarantee any of the results obtained by using their products. The only obligation that they face would be the replacement of the defective component at no extra cost. This excludes any other compensation of any nature. The foregoing warranties are void in the event of conservation in an unsuitable environment, misuse or improper operation according to Dendritic's recommendations or of any external impact not directly attributable to Dendritics. Furthermore, the warranty will not cover any defects if they were not treated according to the article on delivery.



Pépinière Laennec
60, Avenue Rockefeller
69008 Lyon
contact@dendritics.net
Phone: +33(0)4 72 71 74 03
www.dendritics.net

13. Force majeure

Dendritics is not liable for failure or delay in fulfilling its obligations due to any causes beyond its control.

14. Conservation of rights

If Dendritics defaults in applying any of the present articles or defaults in exercising any right mentioned here, it does not stand as a renunciation of its rights in applying the precise term or condition, or its right to enforce the term or condition in the future.

15. Severability

If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, it shall not invalidate, void or render unenforceable any other portion of these terms and conditions but rather these terms and conditions shall be construed as if it did not contain the particular invalid, illegal or unenforceable provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

16. Governing Law and Arbitration of Disputes

Any disputes that cannot be solved with a mutual agreement will be governed by the commercial court of the registered office of Dendritics to which the parts allocate an exclusive responsibility, even in the event of call in guarantee or of plurality of defendants. The present general conditions are exclusively under the auspices or control of French law.