

## GENERAL TERMS AND CONDITIONS

(Lausanne, 01/01/16)

### Prices

Catalog of ExCellness products with prices is available upon request at the following address: [info@excellness.com](mailto:info@excellness.com). Prices are indicated in Swiss Francs (CHF) without delivery costs, local taxes and custom fees. Delivery costs and custom fees are charged to the customer. For customers in Switzerland, Swiss VAT (8%) is charged. Prices are subjected to change without notice.

### Requirements

Orders can be placed by postal mail at the address stated on the page footer or by e-mail at [info@excellness.com](mailto:info@excellness.com).

All orders must include the following information:

1. Name of the company / organization
2. Billing and shipping address
3. Name and telephone number of the person who places the order
4. Catalogue number and description of each of the products
5. Quantity of each of the products
6. Delivery method (Fedex, postal mail,...) and shipper account information (Fedex n°,...)

If not specified, the products are shipped by normal mail (La Poste Suisse). Please include any special ordering information, questions, or special shipping needs when placing your order.

### Order confirmation

All orders must be confirmed by the customer before being processed by ExCellness. By confirming an order, the customer accepts the conditions stated in the General Terms & Conditions of ExCellness.

### Terms of payment

Payment terms are 30 days net from the date of the invoice.

### Payments

Preferred method of payment is wire transfer. The customer transfers the invoiced amount in CHF to the indicated bank account below. Deduction of bank fees or any other fees are not allowed. Bank charges or fees related to currency exchange abroad are to be paid by the customer.

Beneficiary: ExCellness Biotech SA  
Bank: Crédit Suisse-Lausanne  
Account n°: 0425-1499126-41  
IBAN: CH22 0483 5149 9126 4100 0  
SWIFT/BIC: CRESCHZZ80A  
Clearing n°: 4835

Checks are also accepted. Additional fees of 30 CHF will be charged.

## **Production and delivery times**

Most items are custom-made. Due to a broad product range it is not possible to have all articles in stock. The estimated delivery time is about 3-4 weeks for every product after confirmation of an order.

## **Special comments regarding "PrimeCoat" items**

"PrimeCoat" products represent the latest technology of ExCellness Biotech SA. These clean (but not sterile) products have been tested for cell culture. Due to their status of being under continuous refinement, products are susceptible to slight variations (optical properties, efficiency of ECM-protein coating, flatness and available softness, formats...).

## **Returns**

Return shipments will not be accepted unless ExCellness has given prior permission (including a return authorization number) and complete shipping instructions. Special orders manufactured at customer's specification will not be returned for credit.

## **Notice regarding undelivered parcels**

If the parcels are returned to ExCellness Biotech SA due to delivery failure (i.e. absence of recipient, incomplete address), reshipping costs are additionally invoiced to the customer.

## **Warranty**

Products are warranted only to conform to the quantity and contents stated on the label or in the product datasheet at the time of delivery to the customer. Warranty is limited to the period of use stated in the product data delivered with the product. The warranty is only valid when the product is used under the conditions stated in the product data sheet provided with each product. ExCellness responsibility is limited to either replacement of the products or refund of the purchase price and this only after authorization from our Customer Support. ExCellness is not liable for any damage on personal or economic loss caused by the product or as the result of the use of the product.

## **Promotion**

Unless the contrary is specified by the customer, ExCellness Biotech SA reserves the right to site the name and to show the logo of the customer's institution on ExCellness Biotech SA website and promotion brochures.

## **Notice regarding the use of ExCellness culture substrates**

ExCellness products are limited to research use only. ExCellness does not assume any responsibility when cells are produced on ExCellness culture surfaces and used on humans.

## **Jurisdiction**

These General Terms & Conditions are governed under the laws of Switzerland. The applicable court is Lausanne / Switzerland.