

General Sales Terms and Conditions

General

By submitting a purchase order to INTEGRA Biosciences AG (hereinafter known as INTEGRA) the company purchasing products from INTEGRA (hereinafter known as Buyer) accepts the terms and conditions of sale and supply set forth below. To be binding, all mutual agreements must be confirmed in writing.

Offers

Offers are, unless otherwise stated, binding for 30 days from date of issue.

Conclusion of contract

The contract is concluded when INTEGRA has confirmed acceptance of the order in writing. Cancellation of or changes to a purchase order contract by Buyer may result in financial compensation by Buyer to INTEGRA.

Documents and drawings

Documents and drawings remain INTEGRA's property and may not be made available to third persons without INTEGRA's written permission. Violations of this condition commit the Buyer to full indemnification for damages. Copyright is expressly reserved.

Pricing

Unless otherwise noted and agreed, all prices are net EXW-Zizers, Switzerland (Incoterms 2010) and, if not otherwise stated, do not include VAT, transport, packing, insurance, assembly, installation and later application support.

In the case of fluctuations in exchange rates or other changes in import-export costs we reserve the right to adjust our prices accordingly.

Payment conditions

Unless otherwise noted and agreed, payment terms shall be 30 days net without any discount reduction - payable in Swiss francs. For late payment INTEGRA reserves the right to apply a late payment interest of 9 % p.a.

Delivery conditions

Unless otherwise noted and agreed, INTEGRA promised dates are not binding. INTEGRA may delay delivery if:

- a) the payment terms are not met;
- b) through no fault of INTEGRA, events of any sort whatsoever occur that interfere with the normal course of work concerned with the carrying out of the order;
- c) the information necessary to the carrying out of the work is not made known to INTEGRA at the correct time or is subsequently modified.

A delay in delivery does not entitle the Buyer to withdraw from the contract, nor does it give the Buyer any claim for damages or financial losses. A lateness penalty can be claimed only if a corresponding agreement exists.

Transfer of Title and Risk

Title transfer of purchased goods is according to EXW terms (Incoterms 2010). Unless otherwise noted and agreed, the Buyer must determine and pay for transport from INTEGRA's dock.

Inspection of shipments

Complaints regarding shipment damage are considered only within eight days of receipt of the delivery. INTEGRA reserves the right to deal with justified complaints by replacement, repair or credit entry.

Warranty and Liability

The warranty for all products supplied by INTEGRA lasts 12 months from delivery date. If within this period manufacturing or material faults become apparent, INTEGRA may choose, free replacement, repair or a credit entry. INTEGRA is at liberty to carry out this work at the place of assembly or to require the carriage-free return of the defective parts. Defects caused by incorrect handling, exceptional stresses, failure to follow the instructions for assembly, operating and maintenance, or unauthorized operations are not covered by the warranty. Equally not covered by the warranty is reasonable wear and tear of specified parts, degradation of batteries and all glass components. INTEGRA's warranty services apply only to the apparatus and parts supplied by INTEGRA. INTEGRA is not liable for any consequential damages incurred by Buyer.

Support over and above the warranty service is charged at the currently applicable hourly rate of INTEGRA.

Installation, first level support and after-sales handling

Unless otherwise noted and agreed, it is the Buyer's responsibility to maintain first level support for purchased goods. This applies also within the warranty period. Further the Buyer shall be solely responsible for obtaining and carrying out any necessary installation- and/or operation qualification (IQ, OQ) upon handing over the goods to third parties. The Buyer shall make sure that any personnel installing or servicing purchased goods has received the corresponding training by INTEGRA. Should the Buyer not fulfil its obligations to take care of after sales service, the Buyer will hand over an appropriate list of third parties, especially parties in possession of investment goods (such as MEDIAJET or MEDIACLAVE, to INTEGRA.

Retention of property

The goods remain INTEGRA's property until full payment has been made. This is also true in the case of installations where INTEGRA products are built into other equipment. Counterclaims or complaints give no entitlement to withholding of payment or offsetting of costs without INTEGRA's agreement.

Compliance with EU directives

All INTEGRA products are designed, manufactured and marked in accordance with the EU directives 2002/96/EC (WEEE) and 2011/65/EC (RoHS). It is the Buyer's responsibility to make sure, that the products are disposed at the end of their life-cycle in accordance to the WEEE directive.

INTEGRA provides the User Manual in German, English and French. For all other Languages it is the responsibility of the Buyer to have all equipment use documents translated into the local language and to make them available to the end user.

Law and legal domicile

For the above conditions of offer, payment and supply, including export only Swiss law is applicable. Legal court domicile is in every case the registered office of INTEGRA Biosciences AG in Zizers, Switzerland.