

Terms and Conditions:

Area of Application

BÜHLMANN Laboratories AG develops, manufactures and promotes worldwide products for diagnostic, therapeutic and quality control purposes in medical and industrial applications. The following Terms and Conditions are valid for all business contracts. The Terms and Conditions are accepted and become legally binding with the acceptance of a BÜHLMANN offer by the buyer.

Contact

For specific questions on our products, technical problems or scientific details, please contact your [local BÜHLMANN representation](#) or your [local distributor](#).

If BÜHLMANN is not present with a representation or distributor in your country, or if you wish to contact the BÜHLMANN corporate product support, please use our [online enquiry form](#) or contact us at +41 61 487 12 12 (phone) or +41 61 487 12 34 (fax).

To facilitate enquiries and support quick and reliable feedback, please keep ready the product code, lot number, expiry date and a specification of your request.

Orders

You may place your orders directly by mail, facsimile or e-mail with your [local BÜHLMANN representation](#) or your [local distributor](#).

If BÜHLMANN is not represented in your country, you may order directly by contacting us directly at

BÜHLMANN Laboratories AG
P.O. Box, CH-4123 Allschwil 1
Switzerland
+41 61 487 12 12 (phone)
+41 61 487 12 99 (fax)
[e-mail](#)

The information required for all orders are the following: name and phone number; delivery and invoice address; purchase order number; product code and description of product; quantity / size of product. We would also request that the end-user name be provided in case we need to follow-up the order.

License Requirements for RIA Customer

A copy of the customer's current radioisotope license must be on file with BÜHLMANN in case of orders of radioisotope products. Items cannot be shipped until a copy of the license is received by BÜHLMANN.

Payment Terms and Conditions

For up-to-date prices and detailed payment procedures please contact your [local BÜHLMANN representation](#) or your [local distributor](#).

If BÜHLMANN is not present with a representation or distributor in your country, please place your order directly at BÜHLMANN Basel. You will receive a proforma invoice offer by mail, facsimile or e-mail. All prices for direct deliveries are ExWorks Basel (International shipments are sent freight collect and transport costs are charged directly to the customer by the transport company). International orders require payment in advance until a credit history has been established. Payment terms are net 30 days.

Supplied products remain in the property of BÜHLMANN until completion of payment(s).

Traceability of Products

You take note of the obligation to keep written records to trace the Products delivered to end-user customers by serial or lot number. Such records must be stored for the entire life cycle of any instrument or test kit and for at least five (5) years from the sale of kits or reagents. If requested, these records must be presented to its national authorities, BÜHLMANN or Swiss Medic.

In case of giving up the business, or selling/merging the company, local distributors or end-users must give these records either to BÜHLMANN or to an assigned neutral person for ensuring the above defined obligation.

Claims and Returns

All incidents of shortage, breakage, any other product damage or shipping errors have to be reported within five days of receipt of goods. BÜHLMANN cannot honour any claims reported after the five-day period. In the event of a claim for lost, delayed or damaged shipments, the customer must file the claim with the carrier and not hold BÜHLMANN responsible. BÜHLMANN assumes no liability for loss or delay caused by strikes, accidents, delays of carriers, acts of God, or other causes beyond BÜHLMANN's control.

No product may be returned to BÜHLMANN unless prior written authorization and shipping instructions obtained from BÜHLMANN logistics department. Returns may be subject to a restocking fee. Some products, due to their biological nature, are considered final sales and, therefore, cannot be returned.

The contract between the company and the customer shall be deemed to have been made in Switzerland and shall be governed in all aspects to Swiss law. The customer shall submit to the jurisdiction of the Swiss court.

Guarantee

Unless stated otherwise and except for 125-I products, Products from BÜHLMANN are usually guaranteed to perform as BÜHLMANN claims for a minimum of 5 months after shipment from our warehouse, if they were handled and stored properly and according to BÜHLMANN instructions.

BÜHLMANN kits with 125-I radioactive components have a shelf life of approximately 50 days from the day of new labelling. Since fresh tracer is prepared every month, kits will not be shipped with less than 20 days of shelf life remaining, whenever possible. For 125-I kit orders please refer to the actual labelling schedule. Due to the physical properties of I-125 we do not recommend to use these kits after the expiration date of the tracer.

Update: April 15th, 2012