



PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

## **General Terms and Conditions of Sale for Products of GaDia SA**

### **1. General**

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- 1.1. These General Terms and Conditions of Sale (the "Terms") apply to all offers, sales and deliveries by GaDia SA ("Gadia") of Diagnostic kits (collectively "Products") to its Customers ("Customers") unless agreed otherwise in writing. The business terms and conditions of the Customers shall only apply if agreed upon by us in writing. We do herewith object to any overruling of our terms and conditions. However, any overriding individual agreement made with our Customers shall remain unaffected.
- 1.2. With the placement of an order, the Customers agree to be bound by these Terms. These Terms and the exclusion of the purchasing conditions of the Customers shall apply to the first and all subsequent sales to the Customers.
- 1.3. If for any reason one or more of the provisions of these Terms is/are invalid or otherwise non-binding, the other provisions shall remain fully valid and applicable

### **2. Orders**

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- 2.1. Products can be ordered by e-mail ([order@gadia.net](mailto:order@gadia.net)) or phone. Upon Customers' request, Gadia issues a written offer. The offer shall be binding on Gadia for a period of 30 days. Orders without previous offer by Gadia are not binding upon Gadia until accepted by Gadia. Products are delivered subject to availability.
- 2.2. In specific countries, Gadia works with distributors. In these countries, orders are placed exclusively through Gadia's official distributors.

### **3. Shipping, Delivery, claims, delays**

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- 3.1. Delivery terms are EXW Monthey unless otherwise noted. Additional Costs such as transport and handling are charged in addition unless otherwise noted.
- 3.2. Gadia does not grant any firm delivery deadlines unless agreed otherwise in writing. Delivery dates shall be met as far as possible but are nonbinding. Delivery delays shall neither entitle the Customers to cancel the contract nor to claim reimbursement of damages nor to have any other claims. Only products listed in our currently valid price lists shall be deliverable. We are entitled to make partial deliveries. Every partial delivery can be invoiced separately. Gadia shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Gadia's reasonable control, including, without limitation, unsuccessful reactions, act of Customers, embargo or other governmental act, regulation or request affecting the conduct of Gadia's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.
- 3.3. Immediately upon Customers' receipt of any goods shipped hereunder, Customers shall inspect the same and shall notify Gadia in writing of any claims for shortages, defects or damages and shall hold the goods for Gadia's written instructions concerning disposition and return. If Customers shall fail to so notify Gadia within three (3) working days after the goods have been received by Customers, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Customers.

### **4. Prices and Payment Terms**

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- 4.1. Unless explicitly stated otherwise all prices are quoted in Swiss Francs (CHF) exclusive of VAT. Additional Costs such as transport, insurance, duties, use tax, sales tax, excise tax, custom, inspection or testing fee, or any other tax, fee or charge are charged in addition. Products are provided EXW Monthey.
- 4.2. Gadia reserves the right to change prices with immediate effect at any time without notice. The new price shall not apply to orders for Products dispatched by the Customers before publication of the revised price and to offers issued by Gadia.
- 4.3. Purchase from inside Switzerland: Unless requested differently by Gadia, invoices have to be paid net within thirteen (30) days of the invoice date without deduction. Gadia may request

payment before delivery. Purchase from outside Switzerland: Unless requested differently by Gadia, invoices have to be paid before delivery.

4.4. Gadia reserves the right to charge interest of 10% p.a. in the event of late payment.

4.5. Gadia may invoice parts of an order separately

## **5. Use of products**

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5.1. Unless specified otherwise, all Gadia products are sold for research and/or in vitro diagnostic use only.

5.2. Gadia products having known toxicity are shipped with a Material Safety Data Sheet (MSDS) which describes, to our knowledge, the potential dangers in handling. Country specific MSDS are available for download on the webpage. The absence of a toxicity warning does not, however, preclude a possible health hazard. Due care should be exercised with all Gadia products to prevent direct human contact and ingestion. Customers have the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Gadia. Customers also have the duty to warn Customers' Customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Customers agree to comply with instructions, if any, furnished by Gadia relating to the use of the products and to not misuse the products in any manner. Products purchased from Gadia cannot be repackaged, relabeled or used as starting material or components of other products unless explicitly approved.

5.3. No products purchased from Gadia shall, unless otherwise stated, be considered to be foods, drugs or cosmetics.

## **6. Warranties**

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6.1. Gadia guarantees that the Products have the characteristics indicated in the Material Safety Data Sheet (MSDS) or instruction for use delivered with the Products.

6.2. Gadia's warranties made in connection with this sale shall not be effective if Gadia has determined, in its sole discretion, that Customers have misused the products in any manner, have failed to use the products in accordance with industry standards and practices, or have failed to use the products in accordance with instructions

6.3. Gadia's sole and exclusive liability and Customers' exclusive remedy with respect to products proved to Gadia's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, if the complaint is received in good time, in Gadia's sole discretion, upon the return of such products in accordance with Gadia's instructions.

6.4. No other warranties are expressed or implied, including but not limited to, the implied warranties of results, merchantability and fitness for a particular purpose.

6.5. Gadia assumes no liability for injuries, damages or penalties of any kind resulting from any use or failure of the products.

6.6. Certificates of Analysis stating the conditions and results of product performance tests conducted in Gadia's quality assurance laboratory are available on request but do not represent guarantee on the product performance and results as the conditions of handling and use are beyond our control.

6.7. Technical service, application service or scientific information, written or oral, by application or data material, shall be deemed as a not binding advice in any kind. This shall not hold the Customers free and harmless of his own obligations, especially the incoming goods quality control, validation of any application, certification, inspection etc. Any information, statements or representations, written or oral, by Gadia employees, agents or representatives are not binding unless confirmed in writing signed by a duly authorized officer.

6.8. All information contained in catalogues, brochures, publications and other printed or electronic media is compiled to the best of Gadia knowledge. Gadia disclaims any liability for any possible errors or misprints.

## **7. Intellectual Property**

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7.1. Gadia' Products contain proprietary information of technical and non-technical nature, related know-how, trade secrets or proprietary technologies that may be also protected by patents. With any purchase, the Customers acquire ownership in the Products (Transfer of Possession) but no other rights associated with the Products. In particular Gadia reserves all commercial and intellectual property rights related to the sale, manufacturing, processing and the composition

of the Products. By selling the Products or indicating potential uses of the Products Gadia does not grant any license or any other right to any of its intellectual property rights.

- 7.2. By purchasing the Products, the Customers agree not to perform nor engage any analysis of the parts containing or related to the Products to determine the chemical identity thereof or transfer such parts to any unauthorized third party for the purpose of analysis except as necessary to accomplish the evaluation of the properties of the Products for the application of the Customers.
- 7.3. The Customers shall not apply for any patent or other form of protection or registration for the Product.
- 7.4. Notwithstanding the above Gadia is under no obligation to grant any license to Customers whether or not such a license is necessary for carrying out the invention of the Customers.
- 7.5. Gadia does not grant any warranty that the use or resale of the Products does not violate any intellectual property rights of third parties.

## **8. Data protection**

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- 8.1. The Customers authorizes Gadia to keep Data collected in connection with the performance of contracts on its files for as long as Gadia deems necessary or useful.
- 8.2. The Data will be handled in conformity with the provisions of the Swiss law on Data Protection.

## **9. Force majeure**

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- 9.1. Gadia shall not be liable to the Customers or lose any rights because of a delay or failure in the performance of its obligations of any order, if and to the extent that such failure or delay is due to circumstances beyond its control, including but not limited to, act of God, war, terrorism, civil commotion, global pandemic, destruction of essential facilities or materials, acts of government or labor disputes.

## **10. Miscellaneous**

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- 10.1. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable enactment or rule of law, such illegality, invalidity or unenforceability shall not affect the remainder of this Agreement, and the Parties shall in good faith attempt to substitute a legal, valid and enforceable provision which achieves to the nearest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.
- 10.2. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

## **11. Governing law and jurisdiction**

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- 11.1. These Terms, any orders or agreements between Gadia and the Customers shall be subject to and governed by the laws of Switzerland.
- 11.2. All disputes arising from, or in connection with, the relationship between Gadia and the Customers and/or these Terms that the parties cannot resolve themselves, including any dispute over the application, validity, construction, or interpretation of these Terms, shall be submitted to the exclusive competence of the ordinary courts competent by reference to the seat of the Company, in Monthey (Switzerland).

GaDia SA, Monthey, October 2022