

Jena Bioscience GmbH - Loebstedter Str. 71 - 07749 Jena, Germany

Inst. of Organic Chemistry & Biochemistry
of the CAS
Flemingovo nam. 542/2
166 00
CZECH REPUBLIC

Quotation	
Number	2023-030939
Date	04.10.2023
Customer #	D17014895
Processed by	[REDACTED]
Valid until	04.11.2023
Please indicate in case of inquiries!	

Shipped via	FedEx	Regarding	Your PO #
Shipping terms	CPT	Your ref.	Your VAT # CZ61388963

Dear Sirs,

Thank you for requesting a quotation from Jena Bioscience.
In line with our Terms and Conditions we are pleased to submit the following quote:

No.	Item number	Description	Quantity	Unit Price	Amount	TC
1	NU-535L HS-Code: 29349990 Weight in kg: [REDACTED]	m7GP3A 5 x 10 µl (100 mM)	[REDACTED]	[REDACTED] minus [REDACTED] %	[REDACTED]	[REDACTED]
		type: reagent for biochemical research, function: biomolecule detection each consisting of NU-535S m7GP3A 5 Pcs.				
					Subtotal	[REDACTED] EUR
					plus 05 Shipping EU2	[REDACTED]
					Subtotal	[REDACTED]
					plus VAT with tax code (TC)	10 0,00 % of 3.634,13 0,00
					Total amount due	3.634,13 EUR

Tax free intracommunity delivery made according to § 4 No. 1 b in connection with § 6 a UStG.

Upon ordering, we kindly request that you state the quotation number.
We look forward to receiving your order.

Kind Regards

Jena Bioscience Team

Payment terms:

30 days w/o discount 3.634,13 EUR

International Sales Terms of Jena Bioscience GmbH for Deliveries outside Germany, dated May 2022

1. Application

These International terms and conditions of sale of Jena Bioscience GmbH (hereinafter referred to as the Seller) shall apply exclusively. No other terms and conditions shall apply, including the terms contained in the Buyer's general terms and conditions or referred to by the Buyer, whether or not such terms conflict with or supplement these International Sales Terms and regardless of whether or not the Seller has explicitly objected to such terms. These International Sales terms also apply to all future sales to the Buyer. The Seller supplies companies and legal entities only (B2B only).

2. Offer and Acceptance

All offers and quotations of the Seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The presentation of Seller's Products on Seller's website is not a legally binding offer, but only a non-binding online catalogue or a non-binding invitation to Buyer to order the Products. Orders may be accepted by the Seller within five (5) working days of receipt.

3. Prices and Payment

(1) The price of the Products is the Seller's price shown in Seller's quotation or order confirmation or, where no price has been quoted, the price shown on Seller's website at the date of acceptance of the order.

(2) All prices of Products are provided in Euro exclusive of taxes, packaging, shipping costs and all additional charges and fees that may be imposed in relation to the export of the Products to foreign countries.

(3) Unless otherwise agreed, payment is due within 30 days after receipt of Seller's invoice. Seller reserves the right to request advance payment from Buyer.

(4) If the Seller does not receive payment from the Buyer when such payment has become due, the Seller is entitled to charge interest at an annual rate of eight (8) percentage points above the rate for main refinancing operations of the European Central Bank (ECB) (www.ecb.europa.eu/stats/policy_and_exchange_rates/key_ecb_interest_rates/html/index.en.html) as applicable throughout the period of delay. Any further rights and remedies of the Seller provided by the Contract or in accordance with the applicable governing law shall remain unaffected.

(5) Without prejudice to any further requirements of the applicable law, the Buyer may only set off claims against the Seller that are owed in the same currency as the corresponding claim of the Seller arising out of the Contract and that are either undisputed between the Parties or have been finally adjudicated. The aforementioned rule shall apply mutatis mutandis to any right of retention of the Buyer.

4. Terms of Delivery

(1) Seller's shipping term is CPT Buyer's place (Incoterms 2020). Seller appoints and pre-pays a carrier of his choice and invoices the shipping costs to the Buyer.

(2) Title to the Products shall not pass to the Buyer until they have been paid in full.

(3) The Seller may withhold delivery until due payments have been made (or, as the case may be, a letter of credit has been opened) by the Buyer in accordance with the Contract and all other obligations owed by the Buyer under the Contract that are necessary for the performance of the delivery of the Products have been discharged.

(4) Partial deliveries of the Products shall be permitted throughout the delivery period.

(5) In case of a delay in delivery or any other performance owed by the Seller under the Contract, the Seller shall only be liable for damages if the delay has either intentionally or negligently been caused. The Seller's liability for any damages shall in this case be limited to an amount of 0.5 % of the Contract Price for the Products (net) for each full week of delay up to a maximum amount of 5 % of the Contract Price (net) in the aggregate. Any claim for damages shall also be capped at this maximum amount if the Buyer declares the avoidance of the Contract due to the delay. This limitation of liability shall not apply in any of the events stipulated in § 6 (5) of the present International Sales Terms.

(6) The time of delivery agreed by the Parties shall not be of the essence. Accordingly and subject to any further prerequisites of the applicable governing law of this Contract, the Buyer is only entitled to declare the Contract avoided by reason of any delay if the delay is attributable to the Seller, the Buyer has threatened the Seller with avoidance in writing after the date of delivery and an additional period of time of reasonable length set by the Buyer has not resulted in the delivery of the Products. § 11 (Force Majeure) shall remain unaffected.

(7) If delivery is delayed at the Buyer's request or otherwise for reasons attributable to the Buyer by more than fourteen (14) days after notice was given of the readiness for dispatch by the Seller, the Seller may charge the Buyer liquidated storage costs for each commenced month thereafter amounting to 0.5 % of the Contract Price of the Products up to a maximum of 5% of the Contract Price. The Seller remains entitled to claim further proven general damages in excess of the liquidated amount. Other rights and remedies provided by this Contract and/or applicable governing law, in particular the right to declare the Contract avoided, shall remain unaffected.

5. Quality and Specifications of Products

(1) The product specifications set out in Seller's product descriptions (printed materials, written quotations, on Seller's website and in the documents available on Seller's website) conclusively describe the applicable conformity standard of the Products. Further statements or recommendations by the Seller or its employees (e.g. by telephone or email) regarding the use or application of Products do not contain any specifications of the Products that supplement or change the applicable conformity standard of the Products. "Selected references" and "product citations" listed in the above mentioned materials and media are not product specifications.

(2) Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of the Products. The Seller does not warrant that the resale or use of its products delivered will not infringe the claims of any patent, trademark or copyright covering the use of the Products themselves or their use in the operation of any process. Furthermore, the Buyer assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation.

6. Defects of Products, Remedies

(1) In case the Products do not conform with the contractual obligations as to quantity, quality or description (Defects), already at the time of transfer of risk, the Buyer shall have the remedies provided by the UN Convention on Contracts for the International Sale of Goods (CISG) subject to the following provisions. These remedies (as amended hereafter) constitute Buyer's sole and exclusive remedies for any defects. The Buyer is in particular not entitled to rescind the contract based on any mistake as to the actual condition of the Products.

(2) The Products shall only be deemed to be non-conforming if they do not comply with the above (in No. 5) described applicable conformity standard at the time of transfer of risk. In the absence of agreed specifications, the Products shall only be deemed defective if they are at the time of transfer of risk not fit for the purpose for which products of the same description would ordinarily be used. The application of any further conformity standards implied by law or otherwise is explicitly excluded. The Seller shall in particular not be responsible for the fitness of the Products for any particular purpose or for compliance of the Products with any legal requirements existing outside of Seller's country of residence.

(3) Accordingly, the Seller shall not be responsible for any nonconformity arising after the transfer of risk such as but not limited to any defect due to incorrect use, unsuitable storage conditions, modifications of the Products, and for the consequences of chemical, electromagnetic, mechanical or electrolytic reactions and applications that do not correspond to the average standard reactions and applications provided for in Seller's product specifications, any third party not acting on behalf of the Seller, or damage or any other external influences not attributable to the Seller.

(4) In case of delivery of non-conforming Products, the Seller shall at his option and subject to any further preconditions pursuant to the applicable governing law either repair any defect or replace any Products or any portion thereof that are non-conforming. The Seller shall be given adequate time and opportunity to remedy the defect. For this purpose, the Buyer shall grant the Seller access to the Products. Additional costs incurred by the Seller due to the relocation of the Products to a place other than the original place of destination shall be borne by the Buyer. A right of the Buyer to claim delivery of substitute Products is explicitly excluded.

(5) The Buyer is entitled to a reduction of the contract price pursuant to the applicable governing law once either two attempts of the Seller to make good the defect have failed or the Seller has not undertaken such remedial measures within a reasonable time after receipt of a notice indicating a Defect and lapse of an additional final respite set by the Buyer. Subject to any further limitations set forth in § 7 below and by the applicable governing law, the same prerequisites shall apply for any claim for damages in lieu of performance. If the Defect amounts to a fundamental breach of contract, the Buyer is in this event alternatively entitled to declare the contract avoided subject to any further preconditions and restrictions set forth by the applicable governing law.

(6) Any and all remedies of the Buyer for any Defect are conditional upon prompt notice to be given by the Buyer no later than seven (7) calendar days after the Buyer has discovered or ought to have discovered the Defect in accordance with his duty to examine the Products. The Buyer shall examine the Products after handover within as short a period as is practicable in the circumstances whereas the period of time for the examination of the Products shall in any event not exceed a period of seven (7) calendar days commencing upon handover of the Products. The Buyer is not entitled to rely on any excuse for its failure to give the required notice. The Seller is not entitled to rely on this § 5 (6) if the lack of conformity relates to facts that he has or ought to have been aware of at the time of handover of the Products and which he did not disclose to the Buyer.

7. Limitation of Damage Claims

(1) Without prejudice to any further limitations set forth below in this No. 7 or elsewhere, damage claims of the Buyer based on breach of contract by the Seller shall in any event prerequisite negligence or intentional misconduct of Seller.

(2) Solely subject to No. 4 (Delay in Delivery), but notwithstanding anything to the contrary elsewhere, Seller shall in no event and irrespective of the legal basis (contract, tort, statutory liability, misrepresentation, indemnity or any other area of law) be liable for loss of profit or revenue, wasted overhead, loss of use or loss of production, loss of data, cost of capital, cost of substitute goods, property damage external to the contractual Products or any damage, expenditure or loss arising out such damage, any incidental, indirect or consequential damages or any of the foregoing suffered by any third party.

(3) Without prejudice to any further limitation of liability stipulated in this No. 7 or, Supplier's overall liability arising out of or related to the sale of a Product, irrespective of its legal basis, shall in the aggregate be limited to the purchase price of the defective Product.

(4) The limitation of liability stipulated in the preceding subparagraphs of this No. 7 shall apply regardless of whether any such damage or loss has been directly caused by the Seller or any of his subcontractors, agents, advisors or employees acting on his behalf.

(5) The aforementioned limitations of liability shall not apply in the event of either

a) gross negligence or intentional misconduct attributable to Seller's directors and executive staff as well as intentional misconduct of any other party acting for Seller, including without limitation Seller's subcontractor's, agents, advisors and employees and such other persons acting on behalf of Seller with regard to the performance of the Contract,

b) bodily injury or death culpably caused by an act or omission attributable to Seller or

c) insofar as mandatory product liability laws provide otherwise.

8. Limitation of Actions

(1) It is expressly agreed that the Buyer can neither bring an action based on a Defect before the arbitral tribunal respectively any court of law nor plead the existence of any Defect as a defense against any action of the Seller based on the non-performance by the Buyer after one (1) year from the handover of the Products to the Buyer and regardless whether the Defect has been or ought to have been detected by that time.

(2) § 8 (1) shall also apply in relation to concurring claims under tort of the Buyer relating to Defects.

(3) The statute of limitations of one year cannot be invoked by the Seller if it can be proven that he wilfully deceived the Buyer.

(4) Remedial measures of the Seller, including but not limited to either repair or replacement of the Products or any parts thereof shall not trigger the commencement of a new limitation period. Any such remedial measure by the Seller or any third party acting on his behalf shall not be deemed to constitute a tacit acknowledgement of debt or liability on the part of the Seller.

9. Export Control Regulations

(1) Delivery obligations of the Seller are subject to the condition precedent that required export licenses are issued and that no other restrictions imposed by applicable mandatory export control regulations of the European Union, the United States of America or any other relevant jurisdiction (regardless whether these restrictions were at the time of contract conclusion foreseeable or not) exist. In the event that the delivery of the Products is prevented by export control regulations or other legally mandated restrictions for more than three (3) months from the scheduled delivery date, both parties are entitled to declare the avoidance of the Contract.

(2) The Buyer undertakes to comply with all applicable export control regulations, in particular but not limited to those enacted by the European Union and the United States of America. In particular, the Buyer undertakes not to directly or indirectly export or re-export the Products to any country for which such export may be prohibited by applicable export control regulations. Failure to comply strictly with all laws relating to embargoes, sanctions, export and re-export applicable to the Buyer will entitle the Seller to declare the avoidance of the Contract.

10. Avoidance of the Contract by the Seller

Without prejudice to any such right or other remedies provided by the applicable governing law of this Contract, the Seller is entitled to declare the Contract avoided without any further preconditions if

a) the Buyer fails to make payment of the Contract Price to the Seller under this Contract within thirty (30) days after it has become due and payable or fails to open a letter of credit pursuant to the Contract within such period after the due date, or

b) the Buyer fails to perform his contractual obligations whose performance is necessary for the delivery of the Products or to take delivery pursuant to the Contract within fourteen (14) days after request of the Seller in that regard.

11. Force Majeure

(1) Neither party shall be in breach of this Agreement if and to the extent that the performance of the Contract is prevented or made excessively onerous by an Event of Force Majeure as defined below. However, no ground for relief under this No. 11 shall exist if the non-performing party could have reasonably expected both the impediment and its effects upon its ability to perform at the time of the conclusion of the Contract/at the time of placement or receipt of a purchase order or reasonably avoided or overcome it or its effects.

(2) Any event that is beyond either party's reasonable control shall be deemed to constitute an "Event of Force Majeure" regardless of whether such event occurs before or after the conclusion of the Contract. An Event of Force Majeure shall include but shall not be limited to natural disasters or catastrophic events, pandemics, nuclear accidents, fire, flood, typhoons or earthquakes, terrorism, acts or omissions by governmental authorities, allocations or restrictions upon the use of materials or manpower, war, riots, sabotage or revolutions, strikes or lockouts.

(3) If either party claims that an Event of Force Majeure has occurred affecting its performance, it shall promptly notify the other party. If the Event of Force Majeure continues for a period of ninety (90) calendar days or more upon notice, either party may declare the avoidance of the Contract in writing after to the lapse of that period.

(4) This No. 11 shall not prejudice any further exemption provisions provided either by the Contract or the applicable governing law.

12. Governing Law & Exclusive Jurisdiction

(1) The rights and obligations of the parties arising out of or in connection with these International Sales Terms are governed by Swiss material law to the inclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The material laws of Switzerland shall also apply with regards to any non-contractual obligations arising from or related to the Contract, in particular any concurring claims under tort.

(3) The parties agree to submit any dispute arising from or related to the Contract, regardless of its legal basis (contract, tort or otherwise) to the exclusive jurisdiction of the courts of the registered office of the Seller.