



Terms and Conditions of Sale for Non-Domestic Orders

The following Terms and Conditions apply to all foreign and overseas deliveries undertaken by us. By award of contracts, the purchaser recognizes and accepts our Terms and Conditions in their entirety. The recognition and acceptance of other Terms and Conditions by us must be reduced to writing. By continuing business relationships, the Terms and Conditions remain valid for each and every order, even if no specific reference is made to them. These Terms and Conditions of Sale may be changed by us at any time and without prior notice.

Offers and construction of merchandise

Our offers are subject to alteration. Samples are not binding for the quality to be delivered; they are a general indication of the merchandise, but not for their individual characteristics. Minor deviations in design or finish and quality as well as in the tolerances of dimensions - so far as these are unavoidable during the manufacturing processes - are not ground for non-acceptance of the merchandise by the purchaser.

Delivery

Delivery is ex-works (EXW, see current INCOTERMS) and is made at the purchaser's risk. We bear no responsibility for damages or loss during transport. The method of transport remains our choice. All transport costs are born by the purchaser. We strive to achieve a healthy balance of speed vs. cost and generally ship by UPS or FedEx. These methods of shipment enable both the vendor and the purchaser to track the status of the shipment on the Internet

Delivery dates

We take all possible steps to adhere to delivery dates quoted by us. We do not assume responsibility for events outside our control, for example Force Majeure, shortage of raw materials, delays caused by the customs authorities, or work protest actions such as strikes or lockouts. In such cases we reserve the right to lengthen delivery times accordingly or, if necessary, to withdraw from the contract. The purchaser has no entitlement to submit claims for damages against us in such cases.

Points of criticism

All shipments must be checked immediately after receipt. If damage has occurred to the shipment, it must be IMMEDIATELY REPORTED TO THE CARRIER WHO DELIVERED TO YOU! Criticisms of merchandise will only be considered if they are reported to us in writing within seven days of receipt of the merchandise. In the case of justified criticism the purchaser may demand replacement delivery. If the replacement delivery is not realized, the purchaser has the right to withdraw from the contract or to demand a reduction in price. Further claims for damages by the purchaser are excluded.

Reservation of proprietary rights

The merchandise remains our property until complete payment has been received by us. For merchandise which is resold, the proprietary rights are assigned to us by the final purchaser until our invoice(s) has/have been settled in full.

Prices

We endeavour to keep our website as up-to-date as possible. However, as our product range and the number of manufacturers is extensive, the prices shown on the website are not binding. Contact us for confirmation BEFORE placing your order. The prices shown on the english-language pages of our website are „ex-works“ prices; that is, they include neither packing, insurance nor transport costs.

VAT

Customers within the European Union (EU) who provide us with their VAT Identification Number will not be charged VAT. As this information is later checked by the German Ministry of Finance, we check it in advance by entering it at the time of your order in a programm that confirms whether the company name, form and address agree with the data registered in your home country. If the result is negative, we will ask you to clarify this before processing your order further.

Customers within the European Union (EU) who have either not been allocated a VAT Identification Number or cannot provide us with same will be charged VAT at the rate set by the German government at the time of purchase. This is our legal obligation!

Customers outside the European Union (EU) are not subject to VAT.



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Duties & taxes

Customs duties, local import taxes etc. are the responsibility of and at the cost of the purchaser. If there are problems with our documentation in the purchaser's country, we will endeavour to assist you in clarifying these as far as is reasonably possible. If, however, the purchaser is unwilling or unable to pay the local tax or customs duties, many carriers return the goods to the vendor at the vendor's expense. In this case we will retain the goods until all such expenses have been reimbursed to us.

Payment

Payment for non-domestic orders is in advance. EXCEPTION: At our discretion we MAY waive the the rule of advanced payment for European and North American Universities, Research Institutes and other Government bodies. These customers may purchase with an official written (fax or post) Purchase Order in which they agree to pay the total invoice sum in the stated currency within 30 days of receipt of delivery. Bank charges originating in the purchaser's country are for his account. If the period for payment is exceeded, the terms for future orders will be changed to payment in advance.

Forms of payment

Payment can be effected by bank wire transfer in either EUR or USD to our bank accounts in Germany.

Cash payments can be made by Western Union Money Transfer or Moneygram.

Credit cards

We presently do not accept credit cards.

Checks

We do NOT accept checks.

Complaints

If a product becomes defective within the warranty period, the customer must contact us for return authorization prior to shipping. The transport charges for shipment from the purchaser to msscientific Chromatographie-Handel GmbH in Berlin are for the purchaser's account. The damaged/defective merchandise will be inspected by the appropriate persons and the claim decided upon. If the claim is justified, we will either repair or replace the product at our discretion and at no cost to the customer. Return shipment to the customer is at our cost.

Place for fulfillment of contracts and court of jurisdiction

The place for fulfillment of contracts and the court of jurisdiction for all arguments resulting between msscientific Chromatographie-Handel GmbH and its non-domestic customers is Berlin. All contracts are subject solely to German law. If any term or condition of these Terms and Conditions becomes invalid, the effectiveness of the other Terms and Conditions remains unaffected.

For further questions, please don't hesitate to contact us.