

General business conditions of DIAGNOSTICS Inc.

(accepted according to § 273 law no. 513/1991 Coll. of business law-book in wording of latter regulations)

I. Introductory provisions

1. These general business conditions (in next text as „GBC“) edit mutual rights and responsibilities between company DIAGNOSTICS Inc., with seat at Hodská 68, 924 01 Galanta, Slovak republic, Company Registration No.: 35 871 181, VAT ID No.: 2021281394, VAT No.: SK2021281394 (in next text as „seller“) and buyer (in next text as „customer“) by realization of goods and services connected with them according to actual catalogue of goods of seller, binding ordered by buyer.
2. Goods for purposes of these GBC are diagnostic kits for in vitro diagnostics, which catalogue is published at internet seat of seller www.diagnostics.sk.
3. Legal relationship between seller and buyer by goods supply according to these GBC arises on base of acceptance of written order of buyer by seller.

II. Order and its acceptance

1. Buyer orders goods from seller in written form in form of sending: electronic order, which formulary is published at internet seat of seller www.diagnostics.sk in order section or via e-mail: info@diagnostics.sk
2. Order with incorrectly filled or unfilled data is not considered as binding, what buyer will be informed about. If buyer complete missing data or in case of incorrect data, buyer clarifies data, order will be accepted as binding from moment of completion or clarification of data. Time needed to obtain these data is not added to delivery time of goods.
3. Seller is legitimate to accept or refuse order of buyer. Acceptance or refusal of order will be realized by sending of message to email address of buyer or by sending list to correspondence address of buyer.
4. Acceptance or refusal of order will be realized at the furthest until 3 working days from its delivery.
5. After acceptance of order, it is possible to cancel order only if buyer pays all costs, which seller already spends on realization of order. Order can be cancelled only in written.

III. Recompense, discount and payment conditions

1. For supply of goods and providing of services connected with them belongs recompense to seller calculated by prices stated in actual version of price list for distributors, if there was no agreement about other, specific prices. Prices stated in price list are without VAT. Seller reserves right to change price of goods by publishing new version of price list, buyer will be informed about this at internet seat of seller, at the furthest 2 weeks before acquiring of validity of new price list.
2. Payments of permanent customers are made by bank transfer on base of issued taxed documents (invoices) after realization of each supply of goods according to order of seller. Invoices are issued in currency EUR. Maturity of invoice is 30 days from day of its delivery to buyer. In case of new customers are payment conditions according to agreement between new customer and seller, generally payment with cash on delivery or advance payment.
5. In case when buyer is required to pay advance before supply of goods and he will not pay it in time, seller can after warning and expiration of adequate time to payment, refuse to supply goods, until buyer pay advance.
6. In case of delay of buyer with payment of price of goods or any other payment to seller, seller can require from buyer payment for interest on late payments in high of 0,05% from owed sum for every, also started day of delay. Right of seller for compensation of suffered damage is not touched by it.

IV. Delivery conditions

1. Seller ensures transport and delivery of goods to place of delivery stated in order by post service: business package. If goods are not in stock, seller informs buyer about this fact and at the same time seller notices the buyer about supposed date of goods delivery. Supply of goods is accomplished by sending of ordered goods to delivery address of buyer stated in order. To recompense of supply of goods will be calculated sum for transport, according to actual price lists of cooperating delivery companies. Buyer is required for ordered goods to pick them over and pay to seller for them and for services connected with its delivery.
2. Ordered goods can be picked up in seat of seller after email confirmation of seller. Goods can be picked by buyer after satisfying identification only (submission of certificate of incorporation or trade certificate, ID card, etc.) By personal pick, there is no added delivery fee. Delivery of goods is in this case accomplished by handover of ordered goods to buyer.
3. Delivery of goods by delivery service: Goods will be send and supplied by delivery company. Goods will be expedited according to agreement with customer at the furthest until 10 working days from date of order. In acute case, package will be expedited according to desire of buyer. Shipping fees will be calculated according to actual weight and dimension of package and country of delivery. Shipping fess will be confirmed by customers before shipment via e-mail.

V. Ownership and danger of damage

1. Buyer gain owner right to goods after paying whole purchasing price and other receivables, which has buyer towards seller, and which are linked with goods supply.
2. Danger of damage on goods passes to buyer, if goods are picked up personally, by moment of taking over goods.
3. Danger of damage on goods passes to buyer, if goods are supplied by delivery company, by moment of taking over goods from delivery company.

VI. Shelf life

Ordered goods will have in time of delivery to buyer shelf life of minimum 50 % of original shelf life. If this condition can not be kept, employee informs buyer about this fact and offers other solution, like for example latter term of supply after producing new batch or discount from price of goods.

VII. Defects, warranty, reclamation and return of goods

1. Responsibility for defects of goods, warranty for quality of goods and rights and obligations resulting from them are managed by regulations valid in SR territory, principally by Commercial code of SR in valid wording.
2. Seller responses for defects of goods, which goods have in time of transition of damage danger on goods to buyer. Seller does not response for defects of goods, which arises after transition of damage danger on goods.
3. Seller responses for quality of supplied goods according to valid norms of quality, valid inner company norms and gives goods warranty in range of expiration time stated on goods in assumption of keeping all instructions stated in working instructions of products. Seller responses for goods defects, which arises in time of warranty. He does not response for defects, which arises because of breaking obligations by buyer, like for example: mechanical defect, using of goods in contradiction with working instructions and similar. Seller does not response neither for defects, about buyer knows in time of goods supply, or with considered conditions of supply buyer must know.
4. Reclamation or complaint will be verified without delay, at the furthest in 30 days to its written delivery to seller.
5. By starting of reclamation process can seller give alternative supply of goods by turnover, which in case of approved reclamation will not be invoiced.
6. Buyer can in case of accepted reclamation choose new fulfilment or alternative fulfilment of other goods in adequate financial value.

7. In case, that goods shows significant defect by its delivery, buyers obligation is, to keep right from defect fulfilment according to right regulations, to report defects of goods to seller without delay, in furthest in 7 days from goods delivery.
8. If buyer decides to return goods (for example for its mistaken stating in order), he must keep bellow stated conditions:
 - a) buyer contacts seller in written with request to return goods, in request must be stated identification data of goods, number of delivery note and datum of buying goods,
 - b) buyer sends goods back to address of seller stated on goods papers only by these conditions:
 - goods can not be damaged (including packaging),
 - goods can not be used and
 - goods must be complete.
 - c) buyer sends goods by registered mail, but goods can not be send by cash on delivery; cash on delivery package will not be taken over.
9. After accomplishing of all above stated conditions for goods return, seller gives buyer possibility to buy other, alternate goods in value or returned goods. Seller returns money for returned goods only in case, that buyer do not agree with buying alternate goods. Money for returned goods sends seller by bank transfer to account of buyer and that until 30 working days from receipt returned goods and from delivery of in written expression of buyer, that he don't agree with buying alternate goods. Resources, which seller spent on delivery of goods and in connection with fulfil of legislative requirements for goods return back to stock, will be deducted from sellers returned price of goods to buyer. In case of goods return before payment for invoice, price of returned goods will be deducted from price of next order.

VIII. Responsibility for damage

Seller and buyer are responsible for damage, which they caused by breaking their obligations. Seller and buyer are required to substitute damage caused by them at the most to value 5 000 € for one case of damage event. This amount is in consideration to character of goods and risk connected with it considered as sufficient.

IX. Final establishment

1. Everywhere in this GBC, where is demand for in written form, is its compliance understand as list or email communication.
2. If this GBC are not stating otherwise, rights and obligations are managed by appropriate regulations of laws of SR.
3. Seller is authorized to change these GBC unilaterally, and for relationship on base of order between seller and buyer is binding actual GBC. Seller informs buyer about change of these GBC at his internet seat www.diagnostics.sk at the furthest until 2 weeks before its new wording becomes valid. Actual version of GBC is published at internet seat of seller at www.diagnostics.sk.
4. **These GBC are valid and effective from 2.1.2018.**