

Erba Lachema s.r.o. – Warranty terms and conditions

These warranty conditions govern the conditions and the scope of warranty provided by the company Erba Lachema s.r.o., seated in Brno - Řečkovice, Karásek 2219/1d, ZIP code 621 00, Czech republic, Id number: 269 18 846, registered with the commercial register maintained by the Regional court in Brno, part C, insert 45458 (hereinafter referred to as „**Erba**“), on goods supplied by the company Erba Lachema s.r.o. as the seller based on purchase contracts to entities acting in the legal relationship with Erba as the customer, client or the buyer, particularly in legal relations based on purchase contract, contract for work or other similar agreement (hereinafter referred to as „**Buyer**“), as well as the process of dealing with claims brought by the Buyer due to defects of the goods (hereinafter referred to as the „**goods**“) defined further in articles II. and III. of these warranty terms and conditions delivered to the Buyer by the company Erba Lachema s.r.o.

I. DEVICE

I.1. This part of warranty conditions pertains to the equipment and devices supplied by the company Erba to the Buyer (hereinafter referred to as the „**Device**“).

I.2. Erba provides the Buyer with warranty on the Device in the length of 12 months from the initial installation of the Device, however at the most 15 months from the day of delivery of the Device to the Buyer, unless set otherwise by Erba within the warranty certificate pertaining to the Device or unless agreed otherwise between Erba and the Buyer within the agreement (contract).

I.3. In case the installation of the Device is ensured by the Buyer, the warranty by Erba is provided only under the condition that the Device is installed by a party authorized to install by Erba, and under the condition that a properly filled out installation protocol relating to the particular type of Device, available on the Internet at www.eralachema.com/service/en/service-login/, is delivered to Erba. The Buyer is in case of change of the placement of the Device obligated to fill out a new installation protocol, otherwise the warranty obligation of Erba ceases to exist.

I.4. For Devices, for which the company Erba prescribes service care (meaning periodical servicing etc.), is the Buyer obligated to ensure preventive service care of such Device by a party authorized by Erba and/or execute such services himself, if authorized thereto by Erba, and do so periodically in the scope set for the particular type of Device and available on the Internet at www.eralachema.com/service/en/service-login/. Warranty by Erba provided only under the condition that the prescribed service care shall be complied with.

I.5. Warranty does not apply to defects resulting from unprofessional or incorrect manipulation or operation of the Device, defects resulting from incorrect manipulation or improper use, use contrary to the operations manual and/or instruction of Erba, defects caused by electrostatic discharge, surge or lightning strike, defects caused by excessive mechanical wear and tear, defects caused by unprofessional or defective assembly or installation of spare parts or consumables, defects caused by the use of consumables not delivered and/or not approved by Erba, defects of software of the Device as a result of the intervention of the Buyer or of a third party, defects resulting from circumstances excluding liability. Warranty

further does not apply to consumables and on parts of the Device, which are not delivered or approved by Erba and on parts for which a shorter period of application is listed on the part or its packaging by Erba or manufacturer.

I.6. Warranty on the Device ceased to exist if the Buyer used for the Device consumables and/or reagents which are not approved for the use with the Device by Erba. Approved Device consumables and/or reagents you can find at www.eralachema.com/service/en/service-login/.

I.7. In case of a justified complaint about the Device, Erba shall remove the defect by delivering a perfect replacement part (hereinafter also referred to as „replacement part“) to the Buyer. The Replacement part shall be shipped by Erba to the Buyer within 2 business days of establishing the validity of the complaint and the cause of the defect as long as Erba has the part in question on hand, in another case within 10 business days. In case of justified complaint Erba covers the postage connected with the delivery of the replacement part to the Buyer. Erba is entitled at its own discretion to resolve such complaint about a Device by delivering a replacement Device to the Buyer.

I.8. The Buyer is obligated to deliver the faulty part, upon the request of Erba, the replacement of which was the subject of the defect complaint. Erba shall inform the Buyer of its requirement for the return of the defective part usually at the time of the settlement of the complaint and shipment of the replacement part. If Erba requires the return of the defective part and the Buyer fails to deliver such defective part to Erba within 30 days of the request of Erba, then is Erba entitled to bill the Buyer for the price of the replacement part shipped to the Buyer and all costs connected thereto.

I.9. Erba provides warranty for replaced spare parts until the end of original warranty of the instrument.

II. REAGENTS AND CONSUMABLES

II.1. This part of the warranty terms and conditions refers to reagents, plastic consumables supplied by Erba to the Buyer, which are marked with a period of application or expiration (hereinafter referred to as „Reagents“).

II.2. Warranty of the Reagents terminates with their expiration date or expiration of their shelf life as marked on the Reagents or on the packaging thereof.

II.3. Warranty does not cover defects resulting from unprofessional manipulation with the Reagents, defects resulting from incorrect manipulation or improper use, defects resulting from intervention by the Buyer or a third person, defects resulting from circumstances excluding liability.

II.4. Warranty on Reagents is provided only if the Buyer complies with the transportation and storage conditions and conditions for storing following opening of the Reagents as stated on the packaging of the Reagents and/or in the instructions of the set.

II.5. In case of justified complaint of the Reagents, Erba shall, at its own discretion, deliver to the Buyer substitute goods or provide a reasonable discount from the purchase price. In case of provision of substitute goods, such goods shall be provided to the Buyer within 3 business

days and if customs clearance is required then within 6 business days of the establishing validity of the complaint by Erba.

II.6. The Buyer is obligated to provide Erba with a sample of the Reagent, without delay, however at the latest within 5 business days from the date of the complaint, in order to verify the validity of the complaint.

III. COMMON PROVISIONS

III.1. This part of the warranty terms and conditions pertains jointly to the goods stated in articles I. and II. of these warranty conditions. Warranty on products not covered by articles II. and III. of these warranty conditions is not provided by Erba.

III.2. Warranty covers defects of material, functional and manufacturing defects. Warranty covers the above stated goods which were delivered to the Buyer.

III.3. Liability of Erba for defects of goods covered by the warranty does not arise if such defects were caused after the transfer of risk of damages to goods by external events. The warranty claims of the Buyer cease to exist if the Buyer fails to prove that the defects or damages arose directly or indirectly as a result of neglected care for the goods and proper care for the goods could not have prevented the damages.

III.4. The Buyer is obligated to inspect the goods delivered by the Seller with due professional care as soon as possible following the transfer of the risk of damages. The Buyer is obligated to notify Erba of all detected defects without delay. The Buyer is obligated to claim the defects detected during the inspection of goods at the time of transfer of the risk of damages to Erba without delay, however at the latest within 5 business days from the delivery of the goods, in another case the claims of the Buyer from such defects expire.

III.5. The Buyer is obligated to notify Erba of the defects of the goods to which the warranty pertains without undue delay, however at the latest within 5 business days from learning of the defect by filling out the interactive form available on the Internet at <https://www.eralachema.com/service/en> If the Buyer fails to claim the defect within the period in accord with the previous sentence, the warranty obligation of Erba pertaining to the given defect expires.

III.6. Erba shall confirm the receipt of the complaint within 2 business days of its delivery; Erba shall resolve the complaint within 30 days as long as it is technically possible.

III.7. If the Buyer files an unjustified complaint, meaning mainly in case where there was no defect to the goods, defect is not covered by the warranty etc., then the Buyer is obligated to compensate Erba all expenses incurred in connection to the transport of the goods to the place of complaint settlement and back, travel expenses of the employees of Erba or authorized persons, work expenses incurred in connection to the inspection of goods, expenses on disassembling and repeated installation of the goods as well as any other incurred costs.

III.8. If the Buyer is a distributor of goods and the defect occurred by the customer of the distributor, then Erba does not compensate to the Buyer the expenses connected to the removal of defects of the goods by the (end) customer of such Buyer - distributor.

III.9. Erba is not obligated to pay its warranty obligations toward the Buyer during a period of time when the Buyer is in delay with the performance of any obligations toward Erba and likewise is Erba not responsible for any damages resulting in the given connection. In case the Buyer is in delay with the performance of any obligation toward Erba for more than 60 days, all warranty obligations of Erba toward the Buyer expire.

III.10. Any potential defects of the goods do not release the Buyer from the obligation to pay the Purchase price for such goods to Erba.

III.11. Erba assumes no liability for consequential damages including loss or other liability for goods except the liability resulting from the valid legal regulations. The Buyer is entitled to compensation of damages from Erba resulting in connection to the delivery of goods only up to the amount corresponding to 30% of the purchase price of the goods in connection to the delivery of which the damages occurred.

III.12. The legal relations of Erba and the Buyer are governed by the legal order of the Czech Republic excluding the application of the UN Convention on the contracts for the international sale of goods (CISG).

III.13. All disputes shall be resolved with final validity by the Arbitration court by the Economic chamber of the Czech Republic and the Agrarian chamber of the Czech Republic in accord with its Rules and regulations by three arbitrators appointed by the chairman of the Arbitration court.

III.14. These warranty terms and conditions are an integral part of every purchase contract concluded between Erba and the Buyer unless the parties agree otherwise. The Buyer declares by concluding the purchase contract that he is familiar with the warranty conditions for the particular type of goods. Any verbal commitments of Erba are not binding unless confirmed in writing by a statutory body of Erba.

III.15. The goods of Erba are in accordance with the Directive 98/79/ES of the European parliament and council on in vitro diagnostic devices.

III.16. Erba meets the requirements for the quality management system according to ISO 9001 and the management system of suppliers and manufacturers of medical devices according to ISO 13485.