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| **Techno General Terms and Conditions of Sale.** |
| **General terms.** |
| The General Terms and Conditions of Sale of Techno (hereinafter the "Terms") govern all sales and supplies made by Techno Ltd. exclusively, unless otherwise agreed in writing. |
| Any deviation from these Terms is valid and binding only if expressed by TECHNO. The BUYER is hereby notified that any deviations from these GENERAL TERMS are considered not accepted until such deviations are agreed to in writing. |
| **Definitions.** |
| **“BUYER"** means a natural or legal person who signs the AGREEMENT with TECHNO as the other party. |
| **“OFFER"** is a written document, including attachments, issued by Techno and which is considered to be an intention to sell goods or services**.** |
| **“CONTRACT"** means a purchase order, including all attachments and documents referred to therein. |
| **“CONDITIONS OF DELIVERY"** shall have the meaning as set forth in the edition of INCOTERMS 2010. |
| **“VALID DATE"** means the date of ORDER CONFIRMATION. If the buyer expresses his objection to the CONFIRMATION of the ORDER within 3 (three) working days after receiving the order confirmation, then the Effective Date must be agreed between the BUYER and TECHNO in the CONTRACT additionally. |
| **“END USER”** means the natural or legal person for whom the buyer receives the SCOPE OF SUPPLY. |
| **“PRODUCTS"** means laboratory instruments, accessories and spare parts, specified in the PURCHASE ORDER. |
| **“SITE OR INSTALLATION SERVICES"** means the use of TECHNO personnel on the BUYER or END USER SITE to provide technical assistance for maintenance, inspection, installation, commissioning, repair and / or modification or other work specified in the AGREEMENT. |
| **“FINAL ACCEPTANCE"** means a document issued by the BUYER or END-USER at the beginning of the warranty period or, if a document of FINAL ACCEPTANCE is not issued, then this document is a document confirming the shipment of goods or the performance of services. |
| **“GENERAL TERMS"** means TECHNO's General Terms and Conditions of Sale. |
| **“ORDER CONFIRMATION"** means a document that TECHNO provides to the BUYER in response to his Order submitted by email. |
| **“FACILITY”** means the facility of the BUYER or END USER for which TECHNO manufactures and supplies equipment and / or provides services. |
| **“PURCHASE ORDER"** means a purchase order document issued by the BUYER, which must be confirmed by TECHNO in the ORDER CONFIRMATION form. |
| **“SCOPE OF SUPPLY"** means the goods and / or services supplied in accordance with the CONTRACT and the Attachments, to the extent detailed in the PURCHASE ORDER agreed by both parties. |
| **“SPARE PARTS"** are consumable items or replaceable materials not covered by the definition of PRODUCTS and not covered by the warranty. |
| **Offer and Acceptance.** |
| The offer confirms that TECHNO will supply Products and / or provide Services to the BUYER at the prices and conditions specified in the offer.  Acceptance of any TECHNO offer or quote that contains references to these Terms or to which these Terms are applied is limited to acceptance of the exact terms specified in the offer or quote. An “Acceptance” may be performed by any of the usual means, including the issuance of a qualified Purchase Order or equivalent authorized confirmation. Any other or additional conditions are considered void objections, unless subsequently agreed with TECHNO in writing.  Receipt of these Terms by the Buyer after an Order that does not correspond or is not agreed or is incompatible with a written offer or quotation from TECHNO is considered a notice of objection to all conditions of such an Order that do not comply with the Terms. |
| **Offer period.** |
| Offers are valid for 30 days. |
| **Prices.** |
| Purchase by the BUYER of Products and services is carried out at the prices indicated in the TECHNO offer / quotation.  Prices are linked to the time of issue of the first offer. In case of an increase in the cost by the time of delivery or if the placed order does not correspond to the Offer, then TECHNO reserves the right to adjust the prices accordingly.  Any catalogs and other TECHNO advertising materials serve only as a source of general information, and prices and / or specifications indicated in them are subject to confirmation by specific Offers (quotes).  Prices apply only to products and / or services, including standard packaging, and are calculated on the terms of Ex Works, Moscow, Russia, excluding freight, insurance, value added tax or any other applicable sales taxes, customs, import or other duties, levied in connection with delivery, unloading and post-processing, maintenance and pre-sale or after-sale services.  If applicable in accordance with the agreed terms of delivery, these costs and payments will be invoiced to the buyer separately.  The BUYER is responsible for all fees and taxes, including bank charges, excise taxes and / or sales taxes and / or value added taxes ("Taxes"), in relation to goods or services that may be established by any law, regulation or regulation act. |
| For works carried out on a time basis, prices are determined in accordance with the hourly / daily rates specified in the Offer. If there is no agreement on hourly rates, then TECHNO hourly rates applied to other BUYERS for similar work apply.  All prices are exclusive of excise, VAT, sales tax or similar taxes and duties. |
| **Conclusion of a contract.** |
| TECHNO's proposals are estimates and not legally binding. No rights may derive from statements or images appearing in catalogs, websites, folders, advertising literature, etc. Oral statements are only binding if confirmed in writing by TECHNO. |
| When a customer wishes to place an order for TECHNO products, it must be issued by TECHNO in the form of a Purchase Order. Such an order is considered an offer by the Buyer to conclude a contract with TECHNO, but is not binding on TECHNO until it is confirmed in writing in the Order Confirmation. |
| If TECHNO accepts the BUYER's order, it will issue an Order Confirmation to the BUYER. The Contract is considered concluded after the Order Confirmation or final confirmation is executed by TECHNO.  Verbal or written representations are only binding if they are set out in writing in the Order Confirmation. |
| Additions or changes to the contract must be agreed with TECHNO in writing. Orders, order confirmations, as well as amendments to them and other written confirmations are also valid if they are submitted in electronic form. |
| In case of contradictions between the documents of the AGREEMENT, the priority of the documents is established in the following order: |
| a) PURCHASE ORDER in the version adopted in the Order Confirmation or other signed document that has been discussed and agreed by both parties; |
| b) the TECHNO proposal; |
| c) these GENERAL TERMS; |
| d) the BUYER's request to issue an offer / estimate; |
| e) conditions of purchase from the BUYER. |
| **Payment.** |
| * ADVANCE PAYMENT * 1. Is paid by the BUYER in the amount of 50% of the total payment after the issuance of the order confirmation and the remaining 50% of the payment for the Products after notification of readiness for shipment. * Payments for invoices are made within 5 working days from the date of invoicing from TECHNO. In case of a delay in payment of the remaining 50% a monthly interest rate of 1.5% for the delay is charged. TECHNO, at its sole discretion, may require payment on other terms, including but not limited to full prepayment, if it considers that the level of expenses incurred by TECHNO for the execution of the ordered work is high and / or if the lead time is long and / or that the BUYER will not be able to make payment in full in a timely manner. * LETTER OF CREDIT * 2. Billed to the BUYER as 100%, irrevocable, indivisible, confirmed by a first-class bank. Uniform Rules and Practices for Documentary Credit, 2007 edition, ICC No. 600. * The Nominating Bank for the Letter of Credit is the Confirming Bank. * Payment under a letter of credit is made against the submission of the following documents to the nominated bank: * TECHNO invoice, subject to FCA shipment - 1 original and 2 copies. * Techno quality certificate - 1 original and 1 copy. * Certificate of origin of goods - 1 original and **1** copy issued by the manufacturer. * The documents must be submitted to the bank within 21 days from the date the shipping documents were issued, within the validity period of the letter of credit. All bank expenses for opening a letter of credit, confirming and making settlements under a letter of credit are borne by the Buyer, and expenses in the TECHNO bank are at the expense of TECHNO.   Changes to the terms of the letter of credit are made at the expense of the initiating party. The validity period of the letter of credit must be at least 30 days longer than the delivery date of TECHNO.  The advising bank will be:  EUR: PJSC Sovcombank / SOMRRUMM ,acct. 40702.978.5.00130801790, UBS Switzerland AG, Zurich, Switzerland,  SWIFT: UBSWCHZH80A, Acc 0230-35982.73Z .  USD: PJSC Sovcombank / SOMRRUMM ,acct. 40702.840.2.00130801788,  JPMorgan Chase Bank, N.A., New York, USA,  SWIFT: SHASUS33, Acc 799763149.  If the terms of the letter of credit provided by the Buyer are not feasible and / or do not comply with the Terms (agreement), TECHNO has the right to refuse the Letter of Credit or, by agreement of the parties, ask the Buyer to change the terms of the Letter of Credit |
| **Delivery and risks of loss.** |
| Terms of delivery are deemed to be FCA, Moscow, Russia unless otherwise stated. All deliveries, insurances and transportation of the Products are at the risk of the BUYER and are carried out in accordance with his discretion and at his expense. The risk of loss or damage to the Products passes to the BUYER at the point of shipment at the time the BUYER is provided with cargo ready for loading onto the vehicle. At the request of the BUYER, TECHNO may, but is not obligated to, arrange transportation and insurance at the buyer's expense.  Shipment dates are considered estimates only and failure to comply with these dates is not considered a violation on the part of TECHNO. Early delivery of goods is allowed upon written agreement of the parties. |
| Ownership and security **.** Ownership of the Products passes to the BUYER at the point of shipment at the time the BUYER is provided with cargo ready for loading onto the vehicle. Until TECHNO receives full payment for the Products, TECHNO has the right to suspend shipping, return and / or resell those Products. |
| **Quality inspection and reception.** |
| The BUYER will have no more than thirty (30) days after receiving the shipment of Products for inspection. The BUYER may fully or partially reject the delivery of the Products if the inspection reveals that the Products are damaged or have significant manufacturing defects or substandard materials. The Products are considered accepted if the BUYER has not promptly rejected or started commercial use of the Products. |
| **Service, maintenance and repair.** |
| These Terms and Conditions apply, as amended, to all service, maintenance and repair orders ("Services"), unless otherwise specified. |
| The BUYER, at the discretion of TECHNO, makes the Products available to TECHNO for the performance of the Services on its territory, or returns them to the territory of TECHNO, assuming the risks and costs at its own expense. |
| At the request of the BUYER, it presents an Offer for the cost of the Services, which are also the subject of Acceptance. |
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| The Buyer must inform the Seller in writing of the expected date of the provision of services on site no later than four (4) weeks prior to the expected date. |
| If it is not possible to carry out the Services upon the arrival of the Engineer, the associated costs will be charged in accordance with the current TECHNO rates, unless the BUYER notifies TECHNO of the impossibility of performing the work at least one week before the date.  The BUYER will also be billed separately for any waiting time of 4 hours or more caused by the BUYER, i.e. due to the increase in the registration time due to security instructions or the absence of a contact person. |
| The BUYER is obliged to provide free and safe access to tools so that the engineer can provide the necessary services without hindrance. During the provision of services, the purchaser will provide any qualified and / or authorized personnel that may be required to carry out the repair work. |
| The buyer is obliged to provide an English-speaking translator for a specialist who will provide services if it is necessary to use languages other than Russian and English. |
| **Warranty.** |
| TECHNO warrants to the BUYER that it will be free from defects in materials and workmanship for twelve (12) months from the date of commencement of use, but not more than 14 (months) from the date of delivery.  This warranty is void and does not apply to products that have become the object of abuse, misuse, negligence, neglect, accidents, modification, unauthorized repair, improper installation, if the Products were used for purposes not authorized by TECHNO, or for other reasons not associated with defective materials or the manufacturing process.  TECHNO will make the final determination as to the presence and cause of any alleged defect.  With the exception of the express warranties set forth herein, TECHNO disclaims all liability and makes no other warranties, directly or indirectly, with respect to the goods and services, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, or non-infringement.  TECHNO's sole liability is limited to the remedy provided herein. |
| **Exclusion from Warranties.** |
| TECHNO's warranty and liability for defects exclude all defects where it is impossible to prove the origin of poor-quality material, poor-quality design or poor-quality manufacturing.  Also excluded from TECHNO's warranty and liability for defects are defects caused by normal wear and tear, improper maintenance, non-compliance with the operating instructions provided by TECHNO, or defects related to other causes beyond TECHNO's control, including damages caused by erosion or corrosion.  The guarantees or liability of TECHNO for defects in the goods and services of the subcontractors prescribed by the buyer are limited to the guarantees and the liability to the extent that they are accepted in the contract between the subcontractor and TECHNO. |
| **Reimbursement.** |
| If any product qualifies for the aforementioned warranty, the BUYER must notify TECHNO in writing prior to the end of the warranty period. As the sole and exclusive remedy in the event of a breach of warranty, TECHNO will repair, replace or modify the product at its discretion. The buyer is responsible for removing any defective parts in the product and installing any repaired or replacement parts. |
| **Limitation of Liability.** |
| Notwithstanding any conflict in the contract, including all documents of the contract agreement and to the maximum extent permitted by law, under no circumstances will TECHNO be liable for any penalties or damages incurred by the BUYER, its buyers or customers, agents or any third party in connection with any production losses, inability to use, loss of other goods, loss of orders, lost profits, replacement costs, loss of income, time costs or any expenses, related to the denial of sale of goods or services and/or withdrawal of goods from the service sector, or any other special, indirect, exemplary, punitive or incidental damages, regardless of cause or legal theory, including late delivery, whether such liability is based on contract, indemnity, tort (including negligence), and any other basis of legal liability  TECHNO's liability, if any, is limited to the above warranty and payment received from the BUYER for the related products. This exclusion also includes any liability that may arise from claims of third parties against the customer. TECHNO does not bear any obligations or responsibility in relation to infringements or alleged infringements of patents, copyrights, trademarks or other proprietary rights related to the acquisition, use or possession of TECHNO products.  The reimbursement to the BUYER established by this document and TECHNO's liability for any contract or sale or related act, regardless of the contract, tort (including negligence) under any warranty, absolute liability or others, shall not exceed 100% of the contract price paid to TECHNO, with the exception of cases of gross violations or willful violations of TECHNO in relation to any contract. |
| **Returns.** |
| Products cannot be returned without permission from TECHNO, and TECHNO is not responsible for any Products returned without such permission. The BUYER is responsible for shipping charges and loss of returned Products.  Products cannot be returned without permission from TECHNO, and TECHNO is not responsible for any Products returned without such permission. The BUYER is responsible for shipping charges and loss of returned Products. Any Products returned incorrectly but accepted by TECHNO will be subject to a refund of 40% (40%) of the invoice or purchase order amount plus any shipping costs incurred by TECHNO. Products manufactured to BUYER specifications and modified by the BUYER cannot be returned under any circumstances. The customer must carefully package any returned product so that it can reach TECHNO without damages.  Products are returned only to the locations agreed by TECHNO at the time when TECHNO consents to the return of such products.  The shipping container for all returned Products must meet sufficient requirements to ensure safe delivery of the Products to TECHNO.  If defective products are returned to TECHNO, the costs of returning them are borne by the BUYER, and the costs of shipping the repaired or replaced products to the BUYER are borne by TECHNO (CPT or CIP in accordance with Incoterms 2010). |
| **Default and cancellation.** |
| If the BUYER fails to fulfill its obligations to pay for the Products, the BUYER is responsible for all reasonable costs and expenses incurred by TECHNO in recovering any amounts due from the BUYER (including reasonable attorney fees), and TECHNO may refuse further deliveries to the BUYER.  If, in spite of any such breach by the buyer, TECHNO decides to continue delivery, such supplies are not a waiver of any violations by the buyer, or in any way affect TECHNO’s legal remedies arising from such breach. The BUYER cannot cancel, terminate, suspend the performance of any obligations to purchase or pay for TECHNO goods or services without the prior written consent of TECHNO.  TECHNO is entitled, upon any termination or equivalent action, to compensation for any loss, including, but not limited to, the value of the products designed, manufactured and / or shipped; cost of services rendered; lost profits; and other expenses incurred. Any termination is subject to a minimum 15% fee.  TECHNO reserves the right to terminate any contract for Services (or any contract for Products insofar as that contract requires specialized services) at its sole discretion, reimbursing all reasonable costs and expenses incurred prior to the termination of the contract.  If the BUYER becomes bankrupt or insolvent, or files or has filed a bankruptcy petition against him, or enters into an agreement in the interests of his creditors, or receives the appointment of a recipient or a similar party, TECHNO has the right to cancel this agreement without judicial intervention or announcement of default by the BUYER and without prejudice for any right or remedy that has been or will subsequently be granted to TECHNO. |
| **Compensation.** |
| The BUYER shall indemnify, defend and ensure the safety of TECHNO from any claims (including attorney's fees and legal costs) arising from any services or production or use of any Products designed in accordance with any Specifications and / or Design of the BUYER, to the extent that such claims result from TECHNO's use and / or use of the specified specifications and/or design of the specified products and services. |
| **Software License Grant and Limitations.** |
| Any client of software products created by TECHNO receives a non-exclusive, non-transferable and non-sublicensed license. TECHNO retains ownership of such software Products and all copies and parts thereof, whether or not they are part of other software. This License is NOT a sale of the software Products or parts or copies thereof. The BUYER acknowledges that the software created by TECHNO and all accompanying documentation and specifications constitute valuable information about TECHNO that has a proprietary nature, confidentiality and trade secrets.  Such software, documentation and specifications may not be copied or sublicensed, in whole or in part, provided, transferred, otherwise disclosed or made available to third parties without the express written consent of TECHNO. Ownership of software created by TECHNO always remains with TECHNO.  Notwithstanding the foregoing, the Products are offered for sale and are sold by TECHNO provided that such sale does not imply the granting of any license, directly or indirectly, estoppel or otherwise, for any patent claim for which TECHNO may grant licenses covering complete equipment or any assembly, method or process in which any such products are used as components. TECHNO expressly reserves all rights under such patent claims. TECHNO may revoke this license if any of its terms and conditions are violated.  If the BUYER fails to fulfill its obligations to pay for the Products, the BUYER is responsible for all reasonable costs and expenses incurred by TECHNO in recovering any amounts due from the BUYER (including reasonable attorney fees), and TECHNO may refuse further deliveries to the BUYER. |
| **Patent Law.** |
| All contributions by TECHNO to products and services, results of services and any other work products developed or provided by TECHNO below may contain or lead to the creation of intellectual property, including but not limited to patentable subject matter or trade secrets; and all such intellectual property remains the exclusive property of TECHNO; and the BUYER shall not disclose information (except when it is unavoidably necessary in the course of any resale of the Product sold below) to dismantle, decompile or otherwise reverse engineer these contributions, or any results of the Services, or any work product, or otherwise attempt to study the underlying based on processes, source code, structure, algorithms or ideas.  All intellectual property objects created by TECHNO belong to TECHNO. |
| **Modification / Waiver.** |
| If a court of competent jurisdiction considers that any provision of the General Conditions cannot be enforced, the remaining provisions and provisions shall remain in full force and effect. |
| **Assignment of Rights.** |
| This agreement is binding on the successors of TECHNO and gives rights and obligations, without any restrictions, to any entity in which TECHNO will enter or merge. The BUYER cannot assign his rights and obligations under this agreement without the prior written consent of TECHNO. Any attempt to order, delegate or transfer by the BUYER without such consent of TECHNO is void. |
| **Force Majeure.** |
| TECHNO will exercise reasonable efforts to fulfill all orders in accordance with the agreed schedule (s); however, provided that TECHNO is not liable for any damage or delay caused by acts of civil or military authorities, fires, strikes, floods, epidemics, quarantines, government restrictions, wars, riots, transport delays, receipt of materials or production facilities, or any other reason beyond its reasonable control. In the event of any such delay, the delivery time shall be extended by a reasonable amount of time. |
| **Other.** |
| All rights of the parties in relation to any sale and purchase covered by these General Terms and Conditions are governed by the substantive law of the Russian Federation, with the exception of its rules of private international law. The Moscow Arbitration Court has exclusive jurisdiction over any dispute, contradiction or claim arising from these General Conditions.  All rights of the parties in relation to any sale and purchase covered by this Convention are governed by the substantive law of the Russian Federation, with the exception of its rules of private international law. The Moscow Arbitration Court has exclusive jurisdiction over any dispute, contradiction or claim arising from or related to this agreement. |
| **Applicable Law and Jurisdiction.** |
| a) The agreements shall be interpreted and construed exclusively in accordance with the laws of Russia and without the application of any conflict of law. |
| b) Nothing in this contract shall limit the rights of TECHNO available under applicable law. |
| c) in the event of a dispute, the parties shall make every effort to amicably resolve such dispute. If an amicable settlement cannot be reached, then the Moscow Arbitration Court has exclusive jurisdiction. |
| **Assignment of Rights.** |
| Any attempt to assign, transfer or delegate any of the rights or obligations to a third party without the prior written consent of the other party shall be considered null and void. Subsidiaries of TECHNO are not considered third parties in this case. |
| **Disclaimer.** |
| Failure to exercise any of its rights by TECHNO or the BUYER does not constitute a waiver or confiscation of such rights. |
| **Separability.** |
| If any provision of the contract is determined to be invalid or unenforceable, this does not mean that other provisions are also considered invalid or unenforceable, in which case, TECHNO and the BUYER should make every effort to replace such provisions with valid ones, covering the original commercial intent to the extent that is legally possible. |