

General terms and conditions of Tammer BioLab Ltd delivery 2025

1. Scope

These general terms and conditions of delivery apply to all offers and agreements made by Tammer Biolab Oy to its customers in the trade of culture media and other products in the healthcare, food, environmental analytics and veterinary medicine sectors. These terms and conditions of delivery apply and supersede any other terms and conditions included in the buyer's order or otherwise referred to by the buyer or the seller, or any terms and conditions deviating from these terms and conditions of delivery, unless expressly agreed otherwise in writing.

In these delivery terms and conditions, “buyer” means the person performing the purchase, “seller” means Tammer Biolab Oy, and “product” means the object of the purchase.

2. Offer validity

The offer is valid for fourteen (14) days from the date of submission of the offer, unless the seller states otherwise in the offer.

3. Procurement agreement

The contract between the buyer and the seller is considered to have been concluded when

- a) the parties have signed a written agreement or when
- b) the buyer has notified the seller of his acceptance of the written offer and/or by placing an order after receiving the offer or when
- c) the seller has accepted the buyer's order

Changes to a written agreement must be made in writing.

4. Acceptance and changes to the terms of delivery

The buyer is deemed to have accepted the seller's delivery terms and conditions when registering on the customer portal or, if the buyer does not use the portal, when ordering products. Any deviation from the delivery terms and conditions must be agreed in writing between the buyer and the seller.

The seller may change or revoke these delivery terms and conditions without separately notifying the buyer. The current delivery terms and conditions are always available in the customer portal and on the seller's website.

5. Prices

Unless otherwise agreed, the price of the products is the price according to the seller's valid price list at the time of delivery, and does not include delivery fees, small delivery surcharges or other additional fees according to the price list. The currently valid price list of delivery fees is available in the customer portal.

Prices are stated in euros and do not include VAT or other similar taxes, customs duties or other official fees. Prices including VAT will be charged at the applicable tax rate. VAT will be added to prices and delivery charges.

6. Payments

Payments are made only against invoice.

The payment term is 14 days net. In case of delay in payment, the buyer is obliged to pay interest on late payment in accordance with the Interest Act. Invoicing is done electronically using the Customer's e-invoice address.

7. Delivery condition and terms of the goods

The Seller warrants that the products delivered correspond to the information and product descriptions expressed in the Seller's offer and contract documents at the time of delivery, unless otherwise agreed in writing between the Seller and

the Buyer. The Seller has the right to change the information about the products included in the marketing and technical materials at any time without separate notice.

The delivery term to Finland and the rest of Europe is DAP, delivery address provided by the customer, Incoterms 2020.

A notice of a defect in the product (e.g. quality deviation, contamination) must be made no later than the due date of the invoice for the product in question. The seller may, at its discretion, either replace the product with a new product or refund the product with an invoice, but the seller has no other obligations towards the buyer. The seller is not liable for other indirect or direct damages. The seller will not accept contaminated products and other returns of defective products will be agreed separately.

8. Delivery time, delays and damage in transit

The delivery period is calculated from the date of conclusion of the purchase agreement.

The seller and buyer must notify each other if the delivery or receipt of the product is likely to be delayed, in which case the parties will agree on a new delivery date.

If the product is broken or damaged during transport, the customer must notify the carrier upon receipt of the shipment so that the carrier makes a note of the defect on the waybill. The customer must immediately contact the seller upon receipt of the product and report the breakage or damage.

Force Majeure . A force majeure is considered to be a circumstance beyond the seller's control, unforeseeable, which significantly affects the seller's ability to fulfill its obligations, and which the seller has not been able to influence or prevent by taking reasonable measures.

In the event of force majeure, the seller shall notify the buyer without delay. The seller shall be released from fulfilling its obligations for the duration of the obstacle. At the latest after the obstacle has been removed, the seller and the buyer shall agree on the obligations for the period after the obstacle has been removed.

The seller is not liable for any damages or costs that may be incurred by the buyer due to force majeure.

The seller may, if they wish, subcontract replacement products from another manufacturer.

9. Transfer of ownership

Title to the Products shall pass to the Buyer upon delivery and full payment in accordance with the terms of the Agreement. Until the Seller has received full payment for the Products delivered, (i) the Seller shall retain title to the Products, (ii) the Products shall, where possible, be kept separate from other Products on the Buyer's premises in accordance with applicable storage instructions and conditions, and (iii) the Buyer shall have the right to resell or use the Products in the ordinary course of business, provided that this right shall automatically terminate if the Buyer fails to make any payments due or otherwise breaches any other obligation under these Terms or the Agreement between the Seller and the Buyer, or if the Buyer is placed in liquidation or bankruptcy. In such a situation, the Seller shall have the right to cancel the delivery of the Products by giving written notice to the Buyer.

If the buyer fails to receive the product ready for delivery on the due date and unless otherwise agreed, the buyer is nevertheless obliged to make payments that are dependent on delivery.

10. Seller's liability and limitation of liability

The representation given in Section 7 above is the sole representation of the Seller in relation to the Products. Except as expressly stated in these Terms or in the agreement between the Seller and the Buyer, the Seller makes no representations whatsoever about the Products or, for example, their quality, fitness for purpose or merchantability.

Buyer shall comply with all applicable laws and regulations. Buyer shall inspect the delivered products immediately upon delivery. If Buyer refuses to accept the delivered products on the grounds that they do not conform to Seller's product descriptions or the agreement between Seller and Buyer, Seller shall have the right, at its option, to either replace the defective products by delivering new products free of charge or to refund Buyer the purchase price received by Seller for the defective products, but Seller shall have no other obligations to Buyer. Buyer shall be deemed to have accepted the products as such and to have waived its right to make claims regarding the products if Buyer has not made a written claim no later than the due date of the invoice for the products.

The seller is not liable for any damage caused by the buyer's actions or omissions.

Except for direct product or personal injury caused by a defective product, the seller's liability for damages is in all circumstances limited to the purchase price paid by the buyer for the defective products that are the subject of the claim. The seller is not liable under any circumstances for lost profits or revenues, loss of sales, diminution in goodwill or other indirect or consequential damages.

11. Governing Law and Disputes

These terms and conditions and the agreement between the seller and the buyer are governed by Finnish law, excluding its conflict of law provisions.

The parties shall primarily seek to resolve any disputes through negotiations. If an amicable solution cannot be reached, disputes arising from these terms and conditions and the agreement between the seller and the buyer shall be resolved in a general court (in the first instance, the competent court of the seller's domicile).

12. General provisions

All notices regarding these terms and conditions or the agreement between the seller and the buyer must be made in writing (including using electronic communication).

Correspondence and invoices must include the contract number or other identifier and the names of the parties. Invoices must also include a description of the goods and the delivery address.

Even if any provision of these terms is held invalid or unenforceable, it will not affect the validity of the remaining provisions.