



Terms & Conditions

These terms and conditions cover all sales of products and services by Immunsystem IMS AB and any information and advice given whether charged for or not. No variation in these terms and conditions will apply unless agreed by Immunsystem IMS AB in writing.

1. Delivery

- Immunsystem will charge for freight costs and for any specialized packaging.
- Custom duties, taxes and other impositions shall be borne by the Buyer.

2. Prices

- Price on application and all other quotations will be valid for 30 days from the date of the quotation, unless otherwise notified by Immunsystem AB.
- All prices in price lists and quotations are exclusive of Value Added Tax (VAT). When applicable, VAT will be charged separately.

3. Payment

Unless otherwise agreed in writing payment in full is due within 30 days from date of an invoice. Immunsystem has the right to charge interest on all overdue sums. Current rate should be noted on the initial invoice.

- Payment in advance may be required from customers without an account.
- Any claims for shortages, non-ordered items or non-delivery must be made within 10 days of delivery.

4. Return of damaged or unsuitable goods

- No goods may be returned without the authorization of Immunsystem.
- Authorization to return products damaged during delivery or delivered in error must be requested within 7 days of delivery. Immunsystem has the right to repair and return damaged products.
- Authorization for the return of products which fail to meet current product specifications must be requested in writing within 30 days of delivery.

5. Intended use

- Products are sold for research and laboratory use only.
- Immunsystem products are NOT to be administered to humans or used for medical diagnosis if nothing else is stated.
- Please read the product label and material safety data sheet for information pertaining to any product hazards which may exist. Products are intended for use only by qualified laboratory personnel.

6. Limited Product Warranty

- Immunsystem warrants that its products will conform to the standards stated in its product specification sheets in effect at the time of shipment. Immunsystem will replace any product that does not conform to the specifications. This warranty limits Immunsystem's liability only to the replacement of the product.
- The stated warranties expressed and the remedy provided for any breach thereof, are in lieu of any other liabilities or obligations of Immunsystem for any damages whatsoever, arising out of or in connection either with the delivery, or with the Buyer's inability to use any of its products.
- Without limiting the effect of the preceding sentence, Immunsystem's maximum liability, if any, shall not exceed the purchase price paid by the buyer for the product.

7. Claims, Disclaimers and Liability

- No claim under the Warranty (see section 6) will be met if:
 - The goods have been misused, treated with carelessness, contaminated, involved in an accident or dealt with in a manner at variance with the company's directions.
- The Buyer acknowledges that the goods will be used for laboratory and research purposes and undertakes not to make them available for human consumption, drugs or household use, directly or indirectly if nothing else is stated. The buyer shall indemnify the company permanently against claims by any third party, arising out of the use or sale of the goods by the buyer.
- All descriptions, representations, illustrations and samples furnished or statements made orally by the company are given for general information purposes only. Any possible claim can be based only on written specifications agreed at the time of contract.
- Immunsystem shall not be responsible for any injury or damages resulting from the use or misuse of any of its products.
- Immunsystem does not warrant that the resale or use of its products delivered will not infringe the claims of any patents, trademarks or copyright covering use of the product itself, or its use in combination with any other products, or its use in the operation of any process. Furthermore, the purchaser assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation.

8. Force Majeure

Any product sale to which these conditions apply is subject to cancellation by the company or to any such variation as it might find necessary by reason of strike, lock-out, trade dispute, weather conditions, hostilities, legislation, Acts of God or any cause whatsoever, beyond the control of Immunsystem AB.

9. Governing Law

The selling and shipping of Immunsystem's products shall be governed by and construed in accordance with the laws of the country of Sweden where the company's principal or registered offices are situated and the Buyers hereby submit to the non-exclusive jurisdiction of the courts of Sweden.