

LES CLÉS DE L'ÉNIGME

milian®
DUTSCHER GROUP

GENERAL TERMS AND CONDITIONS - MILIAN SA

Includes a clause authorising the transfer of personal data

1. Definitions

1.1 These General Terms and Conditions shall use the following terms, which shall be defined as follows:

a. Agent: DUTSCHER, which puts its internet website at disposal in order to make Advertisements and optionally offers additional paid services.

b. Advertisement: The Advertisement of the DUTSCHER internet website offering laboratory material for sale.

c. Advertiser: physical or legal person making an Advertisement.

d. Buyer: natural or legal person contacting the Advertiser in order to carry out the transaction.

e. Customer: refers to the natural or legal person, acting within the scope of its professional activities, who wishes to purchase Products from the Supplier and/or wishes to entrust the Supplier with the performance of Services.

f. General Terms and Conditions: refers to the present General Terms and Conditions of Sale and Services.

g. Special Terms and Conditions: refers to any document issued by the Supplier specifying the details of the chosen Services and/or Products, such as an order form signed by the Supplier, a quotation or a document entitled Special Terms and Conditions.

h. Contract: refers to all the General Terms and Conditions, any Offer, any Documentation and any Special Terms and Conditions.

i. Documentation: refers to the documentation relating to the Products describing the functionality, restrictions and instructions for use.

j. Confidential Information: All business secrets and other sensitive information, including customer data, technical, organisational and financial data and any other information directly or indirectly related to the business of Milian SA.

k. Software: refers to the software tool(s) installed and configured on the Products, which the Supplier has developed and/or for which it has operating rights.

l. Prerequisites: refers to the IT infrastructure, hardware and any other specifications and/or instructions necessary to be implemented, installed and/or used in order to allow proper use of the Products. These Requirements may change during the use of the Products.

m. Supplier: refers to Milian SA, which is the creator, developer, publisher and/or distributor of the Products and the provider of the Services, as defined herein.

n. Services: refers to the services provided by the Supplier, which may include, but are not limited to:

- Planning the interior design or transformation of a laboratory;

- Selling second-hand equipment;

- Leasing and rental of equipment;

- Metrological verification and/or calibration of the Customer's equipment;

- The installation, configuration, integration, parameterisation of the Software within the Customer's information system and/or the installation of Products;

- Preventive, corrective and possibly evolutionary maintenance of the Software and/or Products;

- Training and assistance in the use of the Software and Products and/or;

- Other optional and non-mandatory paid services, such as but not limited to on-site qualification of Products and Software, data backup;

- E-procurement solutions;

- Offsetting CO2 emissions;

- Recycling of plastic waste ;

- Consignment stock, safety stock, and/or distribution to the customer's site.

o. Products: refers to products marketed, distributed, sold, manufactured or installed by Milian SA.

2. Scope and accessibility of the General Terms and Conditions

2.1 These General Terms and Conditions regulate the legal relationship between Milian SA and the Customer. Milian SA reserves the right to change and update them at any time without notice.

2.2 These General Terms Conditions can be consulted on the Milian SA website. In addition, the General Terms and Conditions are also available on request from the Supplier.

2.3 Any new version of the Terms and Conditions will be available online as soon as they come into force. Consequently, placing an order implies the Customer's full and unreserved acceptance of these General Terms and Conditions, to the exclusion of any other document issued by the Customer.

2.4 For Customers with whom Milian SA has an existing contractual relationship at the time of the change, the new version of the Terms and Conditions will be communicated to them specifically by post or email.

2.5 No Special Terms and Conditions issued by the Customer shall, unless formally accepted in writing by the Supplier, prevail over the General Terms and Conditions. Any condition to the contrary imposed by the Customer shall therefore be unenforceable against the Supplier, unless expressly accepted in advance in writing.

3. Offers from Milian SA

3.1 Unless otherwise agreed in writing, Milian SA's offers are valid for a period of 3 months from their date of issue.

3.2 For the above-mentioned offers to be implemented, the Customer must indicate the number and conditions of the offer when placing the order.

4. **Orders**

4.1 Orders must be sent by e-mail or by post to:

Milian SA
Chemin du Champ-des-Filles n°4A
Campus Spark
CH-1228 Plan-Les-Ouates
Tél. : + 41 (0) 22 884 16 00
Fax : + 41 (0) 22 884 16 16
E-mail : milian@milian.com

Milian AG Oberebenestrasse 61,
5620 Bremgarten / Argovie Suisse
Tél. +41 (0)56 610 49 27
Fax : +41 (0)56 610 75 24
verkauf@milian.com
Web : www.milian.com

4.2 To avoid delivery errors, Milian SA requests that Customers ensure that their order(s) are correctly written: reference, wording, dimensions, quantities, etc.

4.3 Milian SA reserves the right to refuse certain orders, with or without justification.

4.4 The valid price is on the website www.milian.com and is stated without VAT. Prices in the catalogue cannot be claimed. Prices are subject to change without notice.

4.5 Chemical products containing volatile organic compounds (VOC) a surcharge of 3.00 CHF / kg VOC will be added. A bottle containing 1L of solvent and 0.4 kg of VOC (0.6 kg = water), the invoiced VOC amounts to 1.20 CHF per bottle.

- Undenatured alcohol must be approved by the Swiss authorities (https://www.bazg.admin.ch/bazg/en/home/topics/alcohol/ethanol.html). Without this approval, a fee of CHF 29 per liter is charged.

5. Modification/cancellation of an order

5.1 Once orders have become firm and final, they cannot be modified and/or cancelled without the express, prior and written agreement of the Supplier. In addition, the Supplier shall be entitled to invoice the Customer for the costs of the work already carried out, for the payment of the Services already carried out, and for the personnel and material costs already incurred. In any event, the amount of the fees charged by the Supplier shall not be less than twenty-five (25%) of the total amount of the order.

5.2 If the Supplier accepts a change in the order, a new quotation will be issued.

5.3 Milian SA reserves the right, even in the event of acceptance of an order modification, to invoice the costs incurred in the initial order.

6. Conditions of delivery

6.1 For all orders with a value of less than CHF 400.00 (excl. VAT), a delivery charge will be added to the invoice amount due by the Customer.

6.2 In the event of special delivery conditions - in particular on high floors or for particularly bulky products - the Customer undertakes to contact Milian SA in order to settle the special delivery terms induced by these characteristics. In all cases, deliveries of particularly bulky Products or in special conditions will generate handling costs to be borne by the Customer. The qualification of «particularly bulky» and «special conditions» is subject to the sole discretion of Milian SA.

6.3 For goods to be shipped by express, which will be charged per shipment, the Customer is invited to contact Milian SA.

6.4 For expeditions under ice (Blue-ice) and under dry ice (Dry-ice), an additional fee will be charged to the Customer.

6.5 Milian SA may also charge the customer a variable fee in the event of an increase in its generated rates.

6.6 The terms of delivery from consignment stock or for a call-off order are negotiated individually and are the subject of Special Conditions.

7. Terms of delivery

7.1 Milian SA's deliveries are transported by carrier from the Milian SA warehouse.

7.2 Subject to availability of Milian SA stock, Milian SA catalogue items are shipped within 24/48 hours, except for dry ice. Longer delays do not give rise to any claims on the part of the customer.
The delivery times are given as an indication and are in no way binding.

7.3 Express shipments are carried out with additional costs, which are charged to the Customer.

7.4 In case of larger and exceptional quantities, the delivery times and conditions shall be agreed between Milian SA and the Customer.

7.5 The delivery times for any outstanding items are stated on the order confirmation, delivery note and/or invoice.

7.6 Milian SA declines all responsibility for delays or restrictions in delivery.

7.7 Orders can only be cancelled to the extent that the delivery to the Customer can be cancelled or the product resold. For this reason, Milian SA reserves the right to refuse certain order cancellations.

7.8 All deliveries are made at the Customer's risk. It is the buyer's responsibility to check the quality and quantity of the goods in the presence of the carrier, in order to mention, if necessary, the reservations or other remarks on the transport receipt. The application of this procedure is a prerequisite for Milian SA to consider any complaints.

8. Security stock / On call order / Reservation order

8.1. The deadlines for the delivery of the Products are agreed in writing in the order confirmation and indicate the expected delivery dates. If no fixed delivery date is set, a 30-day period applies. A given delivery date is only binding if it is expressly confirmed as a fixed date, at the request of the Customer, in the order confirmation. The delivery period shall commence upon receipt of all documents required for the execution of the assignment or order, of any advance payments and of the timely supply of materials and/or tools. The delivery time is considered to have been met when the Products are announced as ready for dispatch. If a fixed delivery date is not met, there shall be no delay unless the Customer sends a written warning to this effect; subject to section 8.2 below. In the event of delay, the Customer may only withdraw from the Agreement after an appropriate extension of the deadline has been set. The Customer's claim for damages is excluded in all cases.

8.2. In the event of unforeseeable events such as, in particular, the occurrence of force majeure as defined in Art. 18) or delays in the supply of the Products, the Contractor may extend the delivery time by the additional period of time caused by such events; it does not matter whether such events occurred within or outside Milian SA. Therefore, the Customer cannot claim damages for delay or for any reason whatsoever. If the delivery period is extended by more than 6 months, both the Contractor and the Customer may terminate the contract.

8.3. If the Customer is in default of their own obligations to the Contractor arising from deliveries already made or received, the obligation to deliver and the observance of deadlines for all orders still open shall be suspended. The terms of delivery are reviewed after receipt of payment. The customer's claim for damages is excluded.

8.4. Call-off orders/framework contracts are subject to Special Conditions in writing. The Supplier is free to deliver all Products at once or to make partial deliveries. Delivery times are determined by the Contract. Points 8.1 to 8.3 apply to this. Requests for changes between partial deliveries or the adjustment of delivery cycles may affect the cost paid by the Customer.

8.5. If no partial deliveries are requested for call-off orders/framework contracts (see section 8.4) within the agreed period, the Supplier shall be entitled to invoice the quantities not yet delivered and to request the Customer to take delivery within two weeks. If the quantity originally ordered is not requested within the agreed period of time, the Supplier shall be entitled to demand from the Customer the proportionate return of the benefits granted on account of the quantities ordered. Once the agreed collection period has expired, the Products shall be stored for a maximum of six months at the Contractor's premises for the account and risk of the Customer. Once this period has expired, the Supplier reserves the right to dispose of the Products at the Customer's expense. In the case of standard products, a call order/framework contract which has not been requested in full may be cancelled by the Customer; in this case, the Contractor may request the return of any volume discount granted in advance.

8.6. If «complete delivery» has not been expressly agreed in writing, the Supplier reserves the right to make partial deliveries. In this case, the transport and packaging costs are calculated for each partial delivery.

8.7. Milian SA offers the possibility to order items exclusively for a Customer (reservation order) and to store them for the Customer (safety stock). Items reserved for the Customer can be ordered via a call-off order. Milian SA buys and stores the items exclusively for this Customer.

8.8. Reservation orders shall only be valid if a completed «Place in storage / safety stock» document is submitted. By signing this document, the Customer confirms the General Terms and Conditions of sale and the acceptance of the items stored. The Customer has the possibility to terminate this withdrawal order immediately. In addition, the Customer undertakes to order the remaining goods in stock. This includes open orders that can no longer be cancelled with the manufacturer. If Milian SA finds an alternative buyer for the items, the Customer shall be released from its purchase obligations after the cancellation.

8.9. Milian SA reserves the right to demand an advance payment of 30% of the order value for

orders or additional orders with a stock value of more than CHF 10'000. In addition, Milian SA reserves the right to demand an advance payment of 30% if the goods are stored at Milian SA for more than 30 days (receipt of the order and dispatch of the goods). In addition, Milian SA reserves the right to charge the customer for storage costs. The fee is CHF 30 per initiated pallet per month.

9. Deadlines for the provision of the Services

9.1 The deadlines for the performance of the Services may be indicated in the Special Terms and Conditions only if these elements constitute an essential and determining element of the Customer's consent and provided that the Customer expressly requests them.

9.2 The Supplier undertakes to use its best endeavours to meet the deadlines, but these are given as an indication only, without any guarantee.

9.3 Exceeding the deadline for the provision of Services shall not give rise to any damages, nor to any withholding or cancellation of orders in progress, nor to any other claim on the part of the Customer.

9.4 In any event, the Supplier shall not be liable for delays caused by force majeure, third parties and/or the Customer, in particular due to late transmission of information.

9.5 Any change in the order will result in a consequent change in the deadlines.

9.6 The Supplier will inform the Customer as soon as possible of any delay.

9.7 In any event, the Services shall only be performed on time if the Customer is up to date with its obligations towards the Supplier, for whatever reason, including for previous and/or concurrent and/or subsequent orders.

10. Terms and conditions of execution of the **Services**

10.1 In addition to the payment of the price as defined in the article «Payment by the Customer», the Customer undertakes to communicate all the information necessary to the Supplier to carry out the Services.

10.2 The Customer undertakes, in the event of the need to access the Products remotely, for updating and/or maintenance operations, to allow and implement all means to facilitate and authorise the Supplier to connect remotely to the Products.

10.3 The Supplier undertakes to perform the Services with obligation of means.

11. Services

11.1 The Services are considered to be those mentioned in the definition of «Services» which are covered by the contract of mandate or the contract of enterprise.

11.2 Provided that the Customer has subscribed to and paid for the various Services, the conditions for the performance of the said Provisions of Services are described below.

11.3 For any request for repair or after-sales service outside the warranty conditions, the Customer shall send their request to the Supplier, specifying their request and the malfunctioning observed.

11.4 A quotation is sent by the Supplier on the basis of the information provided by the Customer. The Customer has fifteen (15) calendar days to accept or reject the quotation. If the Customer refuses or does not reply within fifteen (15) calendar days, the case will be closed. If the quotation is accepted, the Customer will be contacted to establish the terms and conditions for the acceptance of the Products and Services.

11.5 Some Products entrusted to the Supplier for repair may be subject to prior expertise and fault finding. This operation is invoiced to the Customer according to a scale, flat-rate or not. In all cases, this scale or flat rate is communicated to and accepted by the Customer before the expertise is carried out. In the event that new technical facts are discovered during the intervention or upon receipt of the Products which are likely to increase the cost of the intervention, the Supplier shall inform the Customer of the new financial conditions and deadlines.

11.6 If it is found that the Product cannot be repaired, the Supplier may ask the Customer to pay the flat rate of the quotation. If the Product is repairable but the Customer refuses the quotation, the diagnostic costs will also be charged to the Customer on a time basis.

11.7 The Supplier has a right of retention on all Products entrusted by the Customer for repair. The Supplier may retain the entrusted Products until the repair has been paid for in full.

11.8 At the end of the intervention, or if the Customer refuses to sign the repair quotation and/or if the Customer does not respond within the validity period of the quotation, the Customer will be notified that the Products are available at the Supplier's site. The Customer is solely responsible for the costs and risks related to the return of their Products. If the Products are not collected within fifteen (15) calendar days of the unsuccessful formal notice, the Supplier shall charge the Customer a storage fee at the rate indicated in the quotation.

11.9 By entrusting the Products to the Supplier for repair or maintenance, the Customer certifies that he/she is the owner - or has the owner's permission - of the entrusted Products.

11.10 The Customer shall indemnify the Supplier against any claims by third parties in respect of the Products entrusted to the Supplier for repair or maintenance.

11.11 The Customer remains solely responsible for backing up their data before the repair service. In other words, the Customer shall ensure, before entrusting the Products to the Supplier, to make any necessary back-up of its data.

11.12 In no event shall the Supplier be liable for any loss of or damage to data, or any deterioration in such data, or for any loss of revenue, profits or even loss of opportunity.

11.13 The installation and maintenance of ultra-low temperature freezers (for example, models in the TSE and TSX series, incomplete list) manufactured by Thermo Fisher Scientific is carried out exclusively by Belotti Refrigerazione - Impianti Frigoriferi (Via alla Chiesa 16, 6572 Magadino, CH-501.1.022.649-1). Belotti Refrigerazione is authorized by Milian AG and regularly trained by Thermo Fisher Scientific. Any repair or maintenance of the aforementioned equipment by third parties may affect Milian AG's warranty coverage for the customer.

12. General terms for interventions at the Customer's site

12.1 For work carried out on the Customer's site, the Customer undertakes to facilitate the Supplier's access to the said site, as well as to the members of its staff, to provide the Supplier with all access authorisations, all site regulations, to communicate to the Supplier all the documentation applicable in the event of work being carried out on the site (internal regulations, safety appendices, etc.) and to inform the Supplier of all the resulting obligations.

12.2 The Customer shall ensure the safety of the Supplier's personnel, including but not limited to the provision of all personal protective equipment.

13. Retention of title clause

13.1 Ownership of the Products shall only pass to the Customer once Milian SA has received full payment for the Products. Milian SA shall have the unilateral and discretionary right to request at any time the registration of this retention of title clause with the appropriate registers of the place where the Products are located, and the customer irrevocably consents to such registration in advance.
13.2 The Customer shall refrain from any transformation, incorporation or assembly of the Products before having paid for them and undertakes to provide Milian SA with proof of the insurance taken out.

13.3 The Customer shall bear the risk as soon as the Products are delivered, under the conditions of the Contract, notwithstanding the aforementioned reservation of title.

13.4 The Customer undertakes to insure the Products for the benefit of whomever it chooses, against all risks that they may incur or cause upon delivery.

13.5 The Customer shall be responsible for the proper maintenance of the Products sold under retention of title and shall bear the costs of restoring them if they have to be returned due to non-payment.

13.6 The return of unpaid Products shall be due by the defaulting Customer at its own expense and risk, after formal notice from the Supplier by registered letter with acknowledgement of receipt.

13.7 In the event that the Supplier has to reclaim the Products, the Supplier shall be exempt from returning the advance payments received on the price if they can be offset against the damages due by the Customer (for return or repair costs). Furthermore, in the event of additional damage in this case, Milian SA reserves the right to claim additional damages.

14. Receipt of the Products, notification of defects & credit note

14.1 The Customer must check on receipt that the delivery conforms to the Products ordered and that there are no apparent defects. In such a case, they must inform the Supplier in writing of any reservations within forty-eight (48) hours for all consumable Products and five (5) working days for equipment following receipt and keep a copy of this complaint.

14.2 In the absence of a complaint by the Customer within this period, no dispute will be admissible.

14.3 It is the Customer's responsibility to provide any justification as to the reality of the

defects or anomalies observed. It is agreed that the Supplier shall be the sole judge of the findings and actions to be taken.

14.4 Any return for exchange or other reason(s) must be agreed between the Supplier and the Customer in advance. Items specially ordered (with no possibility of resale to other customers), out-of-catalogue products, chemical products, hazardous materials, temperature-controlled transported products, or products specifically indicated on our website will not be returned, exchanged or credited.
Some products are not eligible for return, this information is indicated on our website.

14.5 Unsuitable standard items or items ordered in error will be taken back within 10 days of the date of dispatch, subject to the following cumulative conditions:

a) The prior written consent of Milian SA is required for a return shipment to be accepted.
b) In case of return of goods, an offer to take back the goods by Milian SA must be validated by both parties (restocking fee + administration fee + return fee to the manufacturer).
b In the event of an order error by the customer, we charge 20% of the value of the goods for administration and restocking costs.
c) Milian SA will only replace or credit goods that have been delivered in error or are clearly defective.
d) Return shipments are only accepted with the prior written consent of Milian SA
e) All returned goods must respect the packaging unit invoiced by Milian SA and include the original signage (identification and traceability of products) in good condition, as well as the original packaging.
f) Damaged packaging or packaging with inscriptions, labels or other marks will not be taken back, credited or exchanged.
g) Used or damaged items will not be returned, credited or exchanged.
h) Items in sterile packaging cannot be returned, credited or exchanged.
i) Items listed in the catalogue, ordered in unusual quantities and wishing to be returned, will only be taken back under the specific conditions of Milian SA's suppliers.
j) All returns will be made carriage paid.
k) Milian guarantees a minimum use-by date of 3 months upon receipt.

15. Payment terms

15.1 Payment for the Services and/or Products is due within 30 days net from the date of the invoice.

15.2 No cash discounts are granted.

15.3 In the event of late payment, Milian SA may suspend the execution of current orders without prejudice, and apply reminder charges and late payment penalties at the conventional rate of 5%.

15.4 Milian SA is entitled, in particular for orders for special projects, to request cash payment, a deposit, a guarantee, advance payment or payment before the expiry of the payment period.

15.5 The sums due shall automatically bear interest at the conventional rate of 5% per annum in the event of late payment on the due dates, without this affecting the enforceability of the debt.

15.6 In addition, two specific situations need to be clarified with regard to payment arrangements:

- Case of new customers: At the opening of the account, when placing a first order, payment in advance is required.

- Case of online purchases on www.milian.com: Online purchases on the website are payable in cash by credit card, unless Milian SA formally agrees to payment in accordance with Milian SA's General Terms and Conditions.

- Special orders: After consultation with the customer, an advance payment can be requested for an order volume of CHF 30,000 (excluding VAT) and above.

16. Duration and terms of warranty

16.1 The Products designed, manufactured and/or sold by the Supplier are under warranty for a period of one (1) year from the date of delivery, unless otherwise agreed in writing by the Supplier. The warranty does not cover accessories (in particular all accessories defined as such in the catalogue and on the Milian SA website).
16.2 If a defect is discovered during the warranty period, the Customer shall inform the Supplier in writing during the warranty period, providing all information necessary to characterise the nature of the defect. The Customer shall provide the Supplier with all the information required to ascertain and remedy the defect. The warranty only covers malfunctions in relation to the specifications approved by the Supplier and described in the Documentation provided to the Customer.

16.3 During the warranty period, the Supplier shall, at their discretion, modify, repair or replace Products that it recognises as defective. Work resulting from the warranty obligation shall be carried out, at the Supplier's option, either at the Customer's site or at the Supplier's site. In the second case, the Customer shall return the defective Product or its components to the Supplier. Items replaced shall become the property of the Supplier, unless the Customer expressly requests otherwise in writing.

16.4 The Customer must ensure, in the event of on-site intervention or sending the Products to the Supplier for warranty or after-sales service operations, that the Products are decontaminated beforehand and that there is no risk of contamination. If necessary, they will have to provide a certificate of safety certifying that the equipment has been decontaminated. Failing this, the Supplier is entitled not to intervene, without incurring any liability.

16.5 If the decontamination service is carried out by the Supplier, it will be invoiced to the Customer according to the flat rate in force.

16.6 The following costs are to be borne by the Customer in the absence of an identified fault:

▪ The costs of analysis and dismantling that may be necessary due to the conditions of use of the Products;
▪ Return postage;
▪ The travel expenses of the Supplier's employees in case of intervention on the Customer's site.

16.7 Repairs, modifications or replacements of parts during the warranty period shall not extend the warranty period.

16.8 The Supplier does not guarantee the harmful consequences of improper storage, misuse or abnormal use.

16.9 The following are excluded from the above guarantees:

▪ The consequences of improper installation or use by the Customer or a third party;
▪ Deterioration of the Products due to negligence, lack of supervision or maintenance, faulty assembly or installation, incorrect operation by someone other than the Supplier, or use not in accordance with the specifications;
▪ In the event of storage that is not suitable or does not comply with the specifications, or if the Product has been repaired/overhauled in the meantime by a company other than the Supplier;
▪ The warranty does not apply to the repair of damage caused by force majeure, an accident, intentional misconduct, abnormal use in relation to the instructions in the operating manual, untimely displacement, modification, intervention, or an operation carried out outside of the instructions in the operating manuals and any service provided by the Supplier at the request and/or after agreement of the Customer, when the Supplier was not required to provide it, will be invoiced to the Customer on the basis of the hourly rate in force.

16.9 Finally, the following parts are excluded from the warranty: batteries, glass thermometers, electrodes, lamps and glassware.

17. Particular conditions of Milian Dépôt vente

17.1. Milian reserves its right not to screen or to suspend the screening of Advertisements if the Announcer is not referenced in its client base or if the content is contrary to the object of the dépôt vente website, its material interests or applicable regulations. Only scientific and laboratory material can be the object of an Advertisement, such articles being part of the categories offered on the website www.milian.com.

17.2. The Advertisement contains a text of 1500 maximum characters freely inserted by the Advertiser and a maximum of 5 photos. No URL address can be shown on the text of the Advertisement. The Advertisement may contain a maximum of 3 numerical photos in the jpeg format and 1 MB maximum without photos, without price supplement. Milian reserves the possibility to refuse such photos if these do not correspond to its technical criteria (jpg format of less the 1 MB wait). The photos illustrating the Advertisement must represent the material to be sold and each Advertisement must only contain 1 proposal (notably only 1 object). The Advertiser undertakes that the comments drafted by him exclusively refer to the object of the Advertisement.

17.3. In case of the direct transaction between the Advertiser and the Buyer, Milian SA can an no way be held liable as regards the quality, availability, trustworthiness and conformity of the product, the execution of the service (delivery, transport, installation) nor as regards a payment default of the Advertiser or the Buyer or a case of Force Majeure. The role of Milian SA is limited to the opportunity to create a contact. The price of the material is freely determined by the Advertiser. The payment is made directly by the Buyer to the Advertiser.

17.4. Each party declares having acknowledge and accepted these particular conditions of sale as well as the general conditions of sale of Milian SA.

17.5. The Advertiser and Buyer have the possibility to contact Milian SA in order to deliver particular services: control of the material, reparation, transport, installation,

commissioning. These services are offered by Milian SA on the basis of a quote and the execution is subject to the general conditions of sale. They will be invoiced to the Advertiser or the Buyer as the case may be.

17.6. In certain cases, whenever the Advertiser and the Buyer are administratively unable to carry out a direct transaction, Milian SA may offer to carry out the commercial transaction by buying the material from the Advertiser and re-selling the material to the Buyer. Milian SA reserves the right to accept or refuse such a transaction. This transaction is assimilated to the sale of second-hand material by the Agent. Milian SA will verify the conformity of the material and proceed with any potential repairs. In such case, the price of the second-hand material will be determined by Milian SA. The transaction is subject to the general conditions of sale of Milian SA. In the particular case of goods coming from a public authority: the transfer of goods belonging to an authority or a public collectivity is subject to particular regulations, and each good coming from a public authority will, whenever invoiced by Milian SA, have to be accompanied by a sales authorization signed by a supervisory authority.

18. Transfer of personal data

Milian SA may, in the context of its commercial relations with its suppliers, communicate personal data of customers for the purpose of improving the services provided to customers. The personal data will include the company name, address, order date, postcode, customer segment and purchase price of the customers. The suppliers concerned undertake to Milian SA not to pass on this data to third parties. By agreeing to these terms and conditions, the Customer expressly authorises the transfer of the personal data mentioned above, for the purposes described in this Article, to suppliers of Milian SA.

19. Force majeure

19.1 The Supplier shall not be liable and shall not be deemed to have breached its obligations in the event of a breach due to an event of force majeure.

19.2 An event of Force Majeure shall be deemed to be any event of an unforeseeable, irresistible nature and outside the control of one or both Parties, including riots, fire, water damage of any kind, accidents, social movements with occupation of the premises, governmental, regulatory or legislative decisions or any other restriction, natural disasters, interruption of communication channels, energy shortages, pandemics, epidemics, or any other cause beyond the control of either Party.

20. Confidentiality

20.1 The Customer undertakes not to communicate or disclose to third parties in any capacity whatsoever the Confidential Information coming from or concerning the Supplier, not to reproduce or use directly or indirectly such Confidential Information for any purpose other than the performance of this Contract.

20.2 The Customer shall take all reasonable precautions to ensure the effective protection of the Confidential Information. In particular, it will only disclose Confidential Information to those members of its staff who need to know it in order to perform the Contract, after having informed them of their obligations under the Contract.

20.3 The provisions of this section shall remain in force for the duration of the Contract and for as long as the Confidential Information has not fallen into the public domain through the wrongful action or inaction of the Customer, and for a minimum period of 10 years from the expiry of the Contract.

20.4 Similarly, the Supplier undertakes to keep strictly confidential any information it may have obtained in the course of performing the Contract and not to disclose it to anyone, either during or after the performance of the Contract. However, the Supplier shall not be liable for any disclosure if the disclosed material was already in the public domain or if the Supplier was aware of it or obtained it or could have obtained it from third parties by legitimate means.

21. Intellectual Property

21.1 All rights relating to the Products and Services (including, but not limited to, intellectual property rights on documents, reports, literary and artistic, graphic (including photographs) and audiovisual creations, computer, electronic and digital developments, HTLM developments and other intellectual works and, more generally, all creations likely to be protected by intellectual property law such as images, the logos, the layout, the graphic charter, the structure, the ergonomics, the colour codes, the typographies, the fonts, the basic graphic elements, the graphic organisation of the screens, the layout, the backgrounds, the visual identity of the Products, the sound elements or the brands), to the overall concept of the Supplier's activity and to their original and innovative character belong to the Supplier or are regularly exploited by the Supplier, without any limitation.

21.2 Any imitation or reproduction, in whole or in part, of the aforementioned rights, on any medium whatsoever, is strictly prohibited and may result in legal proceedings and incur the liability of its/their author(s).

22. Liability and limitation of liability

22.1 The Services provided by the Supplier are carried out under an obligation of means. The Supplier shall only be liable in the event of a serious fault or proven negligence in the performance of its obligations.

22.2 Milian SA shall only be liable for damage caused by its organs, employees and auxiliary persons if it was caused by intent or gross negligence.

Milian SA is not liable for damage that has not occurred to the goods and services, the contractual delivery and performance, the breach of secondary obligations and from unauthorised action. Milian SA is liable up to an amount of CHF 1 million per claim. Liability for loss of production, material damage to the contents of equipment, etc. and loss of profit are excluded.

22.3 In general, the Supplier's guarantee is excluded:

a) if the defect originates from the Customer,
b) if the malfunction is the result of an intervention on the Products or Software without the Supplier's authorisation,
c) if the malfunction is due to improper use, negligence, lack of care or lack of maintenance according to the user manual of the product or software by the customer,
d) if the malfunctioning is due to force majeure,
e) if the faulty operation results from operation under abnormal conditions or contrary to the procedures referred to in the Documentation,
f) in the event of an alert by e-mail and/or telephone, if the Customer has negligently or intentionally cut off their communications access, changed the access codes and/or failed to react effectively.
g) breach of guarantees and warranties
h) defects in the delivery item or service that cause personal injury or property damage exceeding CHF 500, damage to privately used items

22.4 No other warranty, including warranty of conformity and/or hidden defects is given.

22.5 The Supplier shall not be liable for any damage arising from the use of the Products and Software not in accordance with the Supplier's instructions and the Agreement.

22.6 The Customer must have the appropriate and necessary skills to use the Products. Each user or consumer of Milian SA Products must take note of the safety conditions for use of the products before use. The responsibility for informing about the security conditions lies with the Customer and can be obtained via the website or direct contact with Milian SA.

22.7 The Customer is liable for any direct, indirect, material and/or immaterial damage resulting from a failure on its part and/or on the part of users.

22.8 The Supplier shall not be liable for any damage arising from the use of the Products and Services in conjunction with any equipment used by the Customer, or for any technical problem of the Customer's information system, which is the responsibility of the Customer to take out appropriate maintenance contracts.

22.9 The Supplier 's liability shall be limited to proven direct damage attributable to the Supplier and shall in no event exceed the amount actually paid by the Customer for the supply of the Products or the performance of the Services causing the damage during the twelve (12) month period preceding the event causing the damage.

22.10 Milian SA shall not be liable for any damages other than to the goods and services, the contractual delivery and performance, the breach of secondary obligations and tort. Liability for loss of production, property damage to the contents of equipment, etc. and lost profits are excluded.

22.11 If the client of Milian SA representatives receives indemnities for damages caused to them on the construction site or at the company's premises, such indemnities are invalid. Such exemptions are only valid for the account of the management. In the event of a valid exemption, Milian SA is liable to the client for damages if these representatives assert claims against Milian SA.

23. Partial invalidity

If any provision of these General Terms and Conditions is or becomes ineffective, the remaining regulations shall not be affected. In this case, the parties to the contract undertake to agree, as a replacement for the ineffective provision, on a regulation that is as close as economically possible to what they originally intended to achieve with the ineffective provision.

24. Realisation of Laboratory projects

24.1. Laboratory projects include the planning, production & installation of laboratory furniture (e.g., non-exhaustive list: fumehoods, tables, underbenches, etc.)
24.2. The client must notify Milian SA of any change requests as early as possible so that

the start of construction and construction progress are not impeded. Milian SA will inform the client of the estimated costs and schedule implications. The changes will only be carried out if a written confirmation signed by the buyer is available.
24.3. The client authorizes Milian SA to make minor changes to the planned work that prove necessary during construction, provided that this does not compromise the professional execution and quality of the work. The client will be informed of this as soon as possible.
24.4. The flat-rate price shall be increased by the additional costs resulting from the order changes approved in writing. This includes the construction costs, the fees of all necessary planners, and a flat rate of 10% for the creator. If the additional costs exceed 2% of the price, installment payments shall be due.
24.5. Milian SA will create a new quote (Vn+1) that include modifications & changes to the previous quote (Vn). The quote Vn+1 will contain all modifications & changes sent to Milian after the date of the quote of Vn. Milian SA will update the quote within 10 working days. Updates to the quote include (non-exhaustive list): prices, quantities, project planning. Updates to the quote will be validated by the customer. After validation, the customer places an order to Milian SA. Cost differences from one update to the next will be processed via credit-note (either in favor of Milian SA or the customer)
24.6. Article 839 of the Civil Code applies to the implementation of laboratory projects.

25. SALE OF USED LABORATORY EQUIPMENT

25.1 If a product has a defect that is not mentioned in the offer description and that significantly reduces or negates the value or suitability of the product for its intended use, Milian cannot be held directly liable for this. The same applies if the product lacks a feature that was mentioned in the offer description.
The sole responsibility of Milian SA is limited to passing on the available information about the condition of the used laboratory equipment to the potential buyer. The available information is to be provided either by third-party suppliers or the seller of the used equipment and is limited to this. Milian SA accepts no further responsibility for the condition of the used laboratory equipment.

25.2 Milian SA reserves the right to withdraw offers for used laboratory equipment even after they have been submitted. Furthermore, Milian SA may refuse or cancel orders if:
a) The used laboratory equipment does not have a valid decontamination certificate.
b) Milian SA technicians are not trained to use the equipment.

25.3. The warranty period for the device is limited to that of the seller of the used laboratory device and is not adjusted or automatically extended by the sale by Milian SA. Further warranty or guarantee rights, such as conversion, reduction or replacement, are excluded. Warranty claims within the warranty period must be handled by Milian SA and via the relevant country of origin with the corresponding time delay.

25.4. Should additional costs arise from the repair, procurement and replacement of spare parts (during or after the warranty period), Milian SA may charge these costs to the customer.

25.5. The buyer may enter into agreements with the seller of the used laboratory equipment. However, if these agreements relate to the above-mentioned services or prices for which Milian SA is responsible, Milian SA reserves the right to charge the buyer for additional costs or to withdraw from the order at any time.

25.6. Milian SA cannot be held responsible if spare parts are no longer available for sold and used laboratory equipment. Similarly, Milian SA is not obliged to provide a new device free of charge if it is impossible to repair a used device.

26. Applicable law and jurisdiction

26.1 The place of jurisdiction is in Geneva.
26.2 Swiss substantive law applies exclusively.
26.3 These General Terms and Conditions were last amended on November 24, 2025.