



Trina Bioreactives AG

# TERMS & CONDITIONS

## Ordering

Orders can be placed by e-mail. Telephone orders must be reconfirmed in written form. Each order must contain an order number, product description, order quantity, billing address, shipping address and any special shipping instructions. Special conditions and/or documentation should be noted when placing an order.

## Delivery

Shipments will be determined based on the best method to ensure stability and safety of the product, minimize freight costs, and allow efficient traceability. All shipments from TRINA are ex works, unless stated otherwise. TRINA will endeavour to comply with any delivery date or period quoted, but we shall not be liable for any damage by reason of any failure to do so.

## Pricing

All prices are based on material volume. Prices shall only be quoted after sample acceptance.

## Payment

Unless specifically quoted, amounts invoiced are net and due for payment 30 days from the date of the invoice. Ordered material remains TRINA's property until full payment has been received. All accounts not paid within one month will be subject to a surcharge of 5% plus a further 1.5% for each further month's delay thereafter. Without prejudice to any other available remedy, TRINA reserves the right to withhold further deliveries of goods where invoices are not paid by the due date for payment.

## Use of products

TRINA products are intended for in-vitro applications only. In all other respects, the product-specific information applies to permissible use. Each product offered by TRINA is intended for use by qualified professionals who will safely handle and dispose of the products they receive.

## Right of Restitution

Restitutions can only be accepted once TRINA has given its consent. Material sold is raw material and any evaluations have to be executed prior to removal from the original container.



## Liability

TRINA can only be responsible to supply the type and quantity of goods ordered. TRINA cannot be liable for loss, damage, costs, direct or indirect expenses arising from any item supplied. All goods supplied by TRINA should be examined and tested on receipt, and any precaution respecting storage or danger to persons should be taken. We accept no responsibility for the consequences of inadequate storage precautions or injury to persons resulting from incorrect use of the products. The entire risk as to the performance of these products is assumed by the buyer. TRINA shall not be liable for indirect, special or consequential damages of any kind resulting from use of the products.

TRINA can only accept responsibility for goods damaged in transit if the damage is reported in writing to TRINA and to the carriers within three days of delivery.

Claims for damaged materials, sent by either courier or postal services can only be accepted if notification to TRINA is made in writing within three days. Post-market surveillance and vigilance is the receiver's duty only.

Should TRINA be held liable by third parties for damage attributable to the customer, the customer shall bear all costs incurred by TRINA.

## Patent Disclaimer

TRINA does not warrant that the use of the products delivered hereunder will not infringe the claims of any patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

## Jurisdiction

The construction validity and performance of this contract shall be governed by the Laws of Switzerland, State of Zurich, excluding the conflict of law provisions of international private law. Exclusive place of jurisdiction is Uster.

## Version 2

Valid from 02 Mar 2026