

General Terms and Conditions of Sale of BLIRT S.A.

1. General conditions

The following Terms and Conditions (hereinafter referred to as "Terms and Conditions") shall apply to any and all sale of products or services from BLIRT S.A. (hereinafter referred to as "BLIRT"). On receipt of order confirmation, the buyer (hereinafter "Customer") is considered to have accepted these conditions unless a written notice is given immediately. Any oral agreements or deviating terms and conditions shall be binding only if expressly acknowledged by BLIRT in writing. This shall apply in particular if a Customer makes reference to their own purchase conditions or to other sets of rules.

2. Agreements and changes to the orders

An agreement is considered as valid when BLIRT confirms the order in writing. BLIRT is entitled to adjust the price in accordance with changes in costs, currency exchange rates or duties/public fees that occur during the time after order confirmation and before delivery. If the Customer does not accept the new price, the order can be cancelled without liability, provided the Customer cancels the order immediately.

After accepting an order, BLIRT may make modifications to the products without informing the Customer, with the understanding that such modifications are improvements that will not adversely affect the performance of the products.

3. Limitation of use

All BLIRT products are designed for use for research purposes only (RUO); they are not recommended or intended for diagnosis or treatment of diseases in humans or animals.

BLIRT is not responsible for injury or damages resulting from the use or misuse of any of its products.

4. Prices

Stated prices include packaging costs but are exclusive of value-added tax (VAT) and all other similar taxes or fees. The Customer shall bear the shipment costs, when not otherwise agreed in writing.

BLIRT is not responsible for the correctness of prices. BLIRT has the right to change all prices without notice. Different prices are applied for bulk and custom orders.

5. Orders

The customer is solely responsible for the accuracy of all orders placed.

All orders require written confirmation. To avoid any misunderstandings, the Customer Service Department may ask the Customer for written authorization of the terms of the order prior processing.

Lack of any comments is considered as an authorization of the order in its original form.

Orders can be made with the following contact information:

Ordering:

orders@blirt.eu

6. Order cancellation

Due to rapid delivery basically no cancellation of orders is possible. In particular cases, the order can be cancelled by mutual consent.

7. Warranties and liabilities

Each product is warranted to meet the specifications stated in the corresponding product literature at the time of sale. The liability of BLIRT for faulty goods is absolutely limited to the replacement and redelivery of the quantity of goods confirmed not to meet indicated specifications, free of cost to the Customer.

The Customer is responsible for examining products immediately upon delivery and to notify in writing both BLIRT and the carrier without undue delay and no later than one week after delivery. The failure to observe this one week deadline shall result in the automatic loss of any warranty claims which might otherwise apply.

Alleged faulty goods shall be returned to BLIRT or be secured upon instructions from BLIRT.

BLIRT has no liability in the event of inappropriate handling and processing of the products.

8. Delivery and return

Blirt's Products are manufactured by Blirt SA in Poland and will be made available to the Buyer for its purchase in Poland under FCA Incoterms 2020 formula at Blirt warehouse (storing facility) in Poland, adress: Trzy Lipy 3/1.38, Zip Code: 80-172, Gdańsk.

BLIRT does not guarantee specific delivery dates and shall not be responsible for any loss or damage of any kind or nature whatsoever caused by delay in delivery, irrespective of the cause of such delay.

The Customer is responsible for taking appropriate steps for receiving BLIRT products upon delivery and is liable for all costs involved in taking care of the goods. The Customer acknowledges that terminal owners or carriers might destroy uncollected goods.

Goods without defects may be returned to BLIRT S.A. only with explicit consent and carriage paid. Refrigerated goods are excluded from returns.

9. Invoicing and payment

BLIRT invoices are due 30 days after the invoice date, with the exception that every new client must pay for at least the first three orders upfront.

All payments should be made by the Customer with the bank charges on his side.

10. Changes to Terms and Conditions

BLIRT may change these Terms and Conditions as ongoing improvement. The up-to-date and valid Terms and Conditions are available from BLIRT at the time of order placement.