

This document prescribes the General Business Terms and Conditions of Sartorius Croatia – Libra Elektronik d.o.o. (hereinafter referred as SCLE).

Article 1.

This document refers to offers, service contracts, work orders, delivery notes, returns, customer orders and other written communication with SCLE. The party automatically agrees to these General Terms and Conditions by accepting and/or executing some of the aforementioned documents and/or signing them.

Article 2.

COLLECTION AND DELIVERY OF DEVICES AND EQUIPMENT

Devices for service and laboratory are received and shipped:

1. at the location of the SCLE service center in Zaprešić, Savska 45a, during the company's working hours (Mon-Fri 08:00-16:00);
2. by personal delivery by an SCLE employee, which is charged according to the valid SCLE price list;
3. delivery of contracted courier services, which is charged according to the valid SCLE price list.

The cost of collecting and shipping the device is not included in the price of the service, except where specifically indicated.

Article 3.

CLEANING AND DECONTAMINATION OF DEVICES AND EQUIPMENT

The customer of the service and laboratory services is obliged to clean and decontaminate the devices and equipment before handing them over in order to protect the employees who will work on them, as well as all those who participate in the process (reception, shipping, transport).

The client is obliged to fill in, certify and submit the decontamination form with the device and equipment, which is available at the link: [Statement on decontamination and cleaning of equipment and components](#).

If, upon receipt, the SCLE employee finds that the decontamination of the device or equipment has not been performed, the same will be performed by the employee and charged according to the valid price list.

Article 4.

CALIBRATION OF THE BALANCES

SCLE conducts balance calibration according to an internal procedure, generally consisting of testing the metrological characteristics of the balance with reference weights and compiling a report. Calibration does not include additional work on the balance (such as programming, adjustments, cleaning, repairs) and if requested by the client, these will be charged according to the current price list. If the client decides to perform service activities on the balance and repeat the calibration based on the calibration results, both calibrations will be charged.

Article 5.

CALIBRATION OF PIPETTES

SCLE conducts pipette calibration according to an internal procedure, generally consisting of testing the metrological characteristics of the pipette through measurements on a balance using the gravimetric method and compiling a report. Calibration does not include additional work on the pipette (such as cleaning, adjustments, lubrication) and if requested by the client, these will be charged according to the current price list. If the client decides to perform service activities on the pipette and repeat the calibration based on the calibration results, both calibrations will be charged.

Article 6.

CALIBRATION OF WEIGHTS

SCLE conducts weight calibration according to an internal procedure, generally consisting of testing the weight's mass through measurements on a balance using the comparison method with standard weights and compiling a report. Calibration does not include additional work on the weights (such as cleaning, adjustments), and if requested by the client, these will be charged according to the current price list.

Article 7.

SUBSTITUTE DEVICES/EQUIPMENT

If agreed upon, SCLE will provide the client with the use of substitute devices/equipment. During the use of substitute devices/equipment, the client is obligated to handle them with care and return them in the same condition as received. By signing the work order, the client confirms receiving the substitute device/equipment in functional and undamaged condition. SCLE will inspect the substitute device/equipment after use and if any discrepancies from the initial condition are found, the client will be charged for damages.

The transportation of substitute devices/equipment is subject to charges, similar to the collection and dispatch of devices and equipment owned by the client.

Article 8.

COMPLAINTS AND CLAIMS

The client can submit their complaint or claim using the [Complaint Management form](#).

Article 9.

DEADLINE FOR COLLECTION

The client is required to collect the device or equipment within 20 working days after receiving notification from SCLE. In the event that SCLE is not able to deliver the device to the client, ownership remains with SCLE.

Article 10.

DIAGNOSTICS

Upon receiving the device or equipment for repair, SCLE conducts diagnostics of the malfunction/reported issue. Subsequently, the repair cost is assessed and an offer is prepared. If the client accepts the service offer, the diagnostic is included in the service, regardless of whether it is listed as a separate item or not. If the client rejects the service offer, diagnostic fees apply according to the current price list.

Article 11.

ACCESS TO DEVICE/EQUIPMENT AND WORKING CONDITIONS

The client is responsible for providing access to the device/equipment subject to service/calibration to the service technician/metrologist, as well as providing working conditions for the device and ensuring the safety of the service technician/metrologist. If these conditions are not met, SCLE will charge preparation and waiting time according to the current price list. Additionally, if the job cannot be completed during the visit, the visit will be charged separately.

Article 12.
DISCLAIMER OF LIABILITY

The service technician is not liable for malfunctions occurring during service, testing, calibration or calibration. The device is subjected to maximum loads for testing purposes. If the user does not wish to assume responsibility, testing can be carried out by the user's representative following the technician's instructions and supervision.

Article 13.
RESPONSE TIME

SCLE's working hours are from 08:00 to 16:00, Monday to Friday. Response outside of working hours is defined by the Agreement with the client or charged separately according to SCLE's current price list.

Article 14.
PRODUCT DISPATCH

Products purchased from SCLE are dispatched:

1. At SCLE's location in Zaprešić, Savska 45a during the company's working hours (Mon-Fri 08:00-16:00).
2. Through personal delivery by SCLE employees, subject to charges according to SCLE's current price list.
3. Through contracted courier services, subject to charges according to SCLE's current price list.

The cost of dispatch is not included in the product price, unless specifically indicated otherwise.

Article 15.
PRODUCT WARRANTY

The warranty period for defects is **12 months** after installation by SCLE's service. If installation is not carried out by an authorized service, the warranty is void.

Article 16.
SERVICE WARRANTY

Service warranty is only recognized if the device is maintained according to the manufacturer's recommendations and original replacement parts are used.

Article 17.

INSTALLATION

The installation of offered products is carried out by SCLE's technicians and experts. Installation is subject to charges according to the current price list and is not included in the product or service price, unless specifically indicated otherwise. The client is responsible for providing the installation location and necessary connections (e.g., electrical power, water supply, drainage, network) per the product specification. Additionally, if product assembly requires drilling walls or other objects, the client is responsible for providing these.

Article 18.

VALIDATION AND QUALIFICATION SERVICES (IQ/OQ/PQ)

The client may contract validation and qualification services, which are charged according to SCLE's price list if performed according to manufacturer protocols. If the client has their protocols, the service price includes labor and preparation costs. The service does not include documentation, which is charged separately according to SCLE's and the product manufacturer's price list. The service for creating validation and/or qualification protocols and documentation is charged separately.

Article 19.

USER EDUCATION

Upon request, SCLE's professional staff conducts user education related to equipment operation, devices, materials and entire processes. The education service is charged according to the current price list and is not included in the product/service price, unless specifically indicated otherwise.

Article 20.

CUSTOMER REQUIREMENTS ASSESSMENT

SCLE's professional staff will endeavor to highlight potential regulatory and similar requirements in communication with the client, as well as provide experiential advice for the offered equipment (equipment specifications, related services such as verification, calibration, IQ/OQ/PQ). However, SCLE does not assume responsibility for interpreting them. By accepting the offer, the client confirms that the offer meets their needs. In case of subsequent changes or additional services, they will be charged according to the current price list.

Article 21.
PAYMENT TERMS

Unless otherwise indicated in the offer, payment is required in full in advance.

Article 22.
OFFER TERMS

The offer validity period is 10 days, unless stated otherwise. The prices listed in the offer are valid exclusively under the offer's terms, for quantities and delivery methods specified in the offer. The General Business Terms, together with the Offer, constitute a legally binding agreement between SCLE and the customer. These terms apply to the sale of products or services listed in the Offer and will apply to all offers and subsequent orders, regardless of any terms and any order form, purchase order or other document. By accepting the offer or any other procedure that, according to applicable law, constitutes acceptance, including failure to submit a written objection to these terms, the customer is considered to have accepted SCLE's terms. Any different, conflicting or additional terms presented by the Customer are explicitly rejected and will not be considered part of any contract, even if such terms are not explicitly excluded by SCLE in individual cases.

Article 23.
ORDERS

SCLE does not guarantee, claim or commit that all Products will be available for order at any time or until the order is accepted, nor that SCLE can deliver the requested quantities. No order accepted by SCLE can be canceled by the Customer except by written agreement with SCLE and on condition that the Customer fully compensates SCLE for all losses (including loss of profit), costs (including costs of all workers and materials used), damages, fees and expenses incurred due to cancellation.

Article 24.
ORDER CANCELLATION

The client accepts the offer via email and/or a formal purchase order, after which SCLE submits a Confirmation of Order. The order is binding for the client, considered a contract and cannot be canceled after acceptance.

Article 25.

SERVICE/PRODUCT DELIVERY TIMEFRAME

Stated times, as deadlines for the completion of a specific Service/Product delivery, are based on estimates and are therefore non-binding.

Article 26.

JURISDICTION IN CASE OF DISPUTES

In case of any dispute between SCLE and the customer, the Commercial Court in Zagreb has jurisdiction.

Article 27.

FINAL PROVISION

These General Business Terms are published on SCLE's website.

SCLE will announce any eventual amendments and supplements to these General Terms and Conditions in the same manner. The relationship between SCLE and the client shall be governed by the provisions of the General Terms and Conditions that were valid at the time of entering into the business relationship (acceptance of an offer, order, etc.).

SCLE reserves the right to, at any time and without prior notice, abolish, modify or supplement the content of the General Business Terms if deemed necessary.

These General Terms and Conditions shall apply from May 6, 2024.