

Terms and Conditions

Governing Terms

These terms and conditions of sale (Term) shall apply to all contracts for the sale and supply of products and services by LCC Engineering & Trading GmbH (LCC). Except as expressly agreed by authorized representatives of LCC in writing, no other terms and conditions, including any terms and conditions attached to the buyer's request for quotation, acknowledgement, purchase order or other contract documents, shall apply to the sale. Each order for goods shall be considered to be an offer by the buyer to purchase the goods from LCC subject to these Terms and no order will be deemed to be accepted by LCC until a written acknowledgement of order is issued or the goods are delivered to the buyer (if earlier).

Delivery and Risk

LCC makes every effort to deliver all goods in timely and cost efficient manner, but any dates specified for delivery or the goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. Within Switzerland orders will be delivered by post. If requested, urgent delivery can be made by express courier service for additional charge. Risk of lost for all Swiss orders will pass to the customer on arrival at the specified delivery address, for supply outside Switzerland, risk of loss shall pass to the customer upon collection by the carrier.

Lost and Damage Goods

In the case of orders for supply within Switzerland, LCC will make good or replace (at its option) all goods which are lost or damaged during transit, provided that notification or damage or non-delivery is received within 3 days after delivery in the case of damage, and within 7 days after receipt of invoice in the case of non-delivery.

Returns and Cancellation

LCC may, at its sole discretion, accept returns. Returns will only be accepted following prior authorization from LCC, after which they must be returned within 30 days. LCC is not liable for goods returned without authorization. Returns are subject to payment of a handling charge if required by LCC. LCC may at its sole discretion, accept cancellation of orders subject to payment of a cancellation charge if required by LCC.

Promotional Gifts

From time to time we promote our product by offering gifts against a performance achieved such as a certain turn-over achieved with LCC and within a specified time. Such promotions apply only to end-user (chromatographer) and not to distributors.

Title

Ownership of the goods will not pass to the buyer until LCC has received in full all sums due to it in respect of the goods and all other sums which are or become due to LCC from the buyer on any account!

Prices

Unless otherwise agreed by LCC, the price for the goods shall be the most current price quoted by LCC at the date of the order. All prices quoted are exclusive of any value added tax and shipping cost. In the case of orders for supply outside Switzerland, the buyer is responsible for the payment of all taxes, charges, levies or duties of any kind payable on the supply of the goods.

Payment

All invoices are payable in full within certain days as specified on the invoice. Time for payment shall be of the essence and no payment shall be deemed to have been received by LCC has received cleared funds. Account outstanding for more than the specified days maybe charged with certain amount of late payment fee. LCC reserves the right to place any account on a prepayment basis. Payment maybe made by bank transfer or payment slip for within Switzerland.

Warranty

LCC warrants that, as at the date of delivery to the buyer, all products manufactured and distributed by LCC will be free from defects in materials and workmanship and be of satisfactory quality. The warranty is limited to the terms of the original manufacturer's warranty. Notification or any defect must be made to LCC within 30 days after delivery of goods. At its discretion, LCC will replace products proven to be defective. If this is not achievable in a reasonable time, the buyer shall be entitled to a refund of the purchase price. This warranty shall not apply to any defect, failure or damage caused by the buyer's failure to follow LCC oral or written instructions as to storage, or use or maintenance of the goods or by any other improper or inadequate maintenance or care. Except as set out above, all warranties, conditions and other terms which may be implied by statute or common law are, to the fullest extent permitted by law, excluded from these Term.

Limitation of Liability

Nothing in these Terms excludes or limits the liability of LCC for death or personal injury caused by LCC's negligence or for fraudulent misrepresentation. Subject to the first sentence of this paragraph, LCC shall not be liable to the buyer or any indirect or consequential liability, loss or damage (including without limitation, loss of profit, loss of business or depletion of goodwill), cost, expenses or claims for consequential compensation arising from the use of, or in conjunction with, the goods supplied. In addition, but subject to the first sentence of this paragraph, LCC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract will be limited to the invoice price of the product.

Severance

In any provision of these Terms is found by any court of other authority of jurisdiction to be invalid or unenforceable in whole or in part, it will be deemed severable and the remainder of such provision will continue in full force and effect.

Governing Law

All contracts incorporated these Terms shall be subject to Swiss law and exclusive jurisdiction of the Swiss court.

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