

## Labexchange Repurchase Guarantee

The Labexchange Repurchase Guarantee offers the purchaser, hereinafter called contractual partner, an infinitely long and therefore optimal safety regarding equipment and costs for laboratory and working processes. For an infinitely period of time the contractual partner can return the device which he had bought in the past from Labexchange – Die Laborgerätebörse GmbH, hereinafter called Labexchange. When returning the device, Labexchange will reimburse the current market value to the contractual partner. This value arises from the purchase price at the moment the device was bought at Labexchange and a monthly declining depreciation of 2,8 % and less a lump sum for device test. The lump sum for device test is 8 % of the purchase price at the moment of the purchase of the device.

The contractual partner can use this amount immediately or at a later date for another device of his choice, used or new, from the available pool of devices of Labexchange. A payout in cash of the residual value or repayment by electronic means is excluded. Any defects that are identified after return of the device during the technical inspection by an independent service provider, and that were caused by the use of the device by the contractual partner resp. third parties to which the contractual partner allowed the use, will reduce the determined residual value. The contractual partner commits himself to clean the device properly and, if necessary, to decontaminate it before returning the device to Labexchange. The contractual partner is obliged to document in written form, that no health hazards for persons or environment come from the device which are based on the use of media with which the device came into contact during the use by the contractual partner or third parties to which the contractual partner left the device for use. This is especially valid with regard to radioactive, toxic, biologically questionable resp. dangerous substances or other dangerous substances.

When returning the device, the contractual partner provides it packed for pickup. The shipment to Labexchange will be carried out by the contractual partner. In case Labexchange is charged with the transport, the contractual partner will bear the costs for this transport. Until the arrival of the device at Labexchange in 72393 Burladingen, the risk of transport will rest with the contractual partner.

The Labexchange Repurchase Guarantee is only valid in conjunction with the commissioning of the first installation and a subsequent annual maintenance of the device by Labexchange Service GmbH. The contractual partner has to bear the costs for the services of Labexchange Service GmbH. Furthermore only the contractual partner is entitled to the Labexchange Repurchase Guarantee. For all services of Labexchange Service GmbH the general terms and conditions of Labexchange Service GmbH (version 01/2011) are valid.

The Labexchange Repurchase Guarantee expires, if

- I.** changes were made to the device by the contractual partner which have altered the original nature of the device.
- II.** the device is damaged, resp. destroyed by act of nature beyond control (e.g. natural disasters or unforeseen acts of third parties).
- III.** the device is not free from claims of the contractual partner or Labexchange (e.g. unpaid invoices, unsettled complaint procedures, etc.).
- IV.** the scope of delivery of the device at the time of return does not correspond to the former scope of delivery at the time of the purchase of the device from Labexchange by the contractual partner.
- V.** the device is exported by the contractual partner.