

Terms of Service of Mindfield Biosystems Ltd.

§ 1 General

Following conditions apply to all contracts, supplies and other services of the Mindfield Biosystems Ltd. We do not recognize conditions opposing to or deviating from our general trading conditions (ToS), unless we have expressly agreed on their validity. These conditions also apply if we receive services unconditionally in the awareness of opposing or deviating ToS of the contracting party.

§ 2 Retention of Title

All goods remain property of Mindfield Biosystems Ltd. until they have been paid for in full. Sale of the goods to a third party by the buyer is not permitted before he fully owns the goods. In individual cases, this can be deviated from by written agreement. In this case, the contractual partner of Mindfield Biosystems Ltd. cedes their claim of this sale to Mindfield Biosystems Ltd. (extended retention of title).

§ 3 Prices

VAT is included in the prices. The prices apply according to the respective price list on which a contract is based. A sales contract between the customer and Mindfield Biosystems Ltd. applies only, if the Mindfield Biosystems Ltd. has accepted the customer's purchase inquiry. The acceptance can be given via E-Mail, fax or by telephone. With an internet order this is an email, which is usually dispatched immediately after the order and which confirms the order.

The prices do not include shipping and handling.

Shipping will be handled by a shipping company chosen by Mindfield Biosystems Ltd.

§ 4 Payment

1. The customer can pay by pre-payment, direct debit (only in Germany) and Paypal.

a) Pre-payment: After receiving the invoice by email or fax, the purchase price including shipping and handling must be transferred to the account shown on the invoice. Once purchase price and shipping and handling costs have been deposited in the business account of Mindfield Biosystems Ltd., the goods will be shipped.

b) Direct debit: After sending the invoice to the customer by email or fax, we execute the debit. Once purchase price and shipping and handling costs have been deposited in the business account of Mindfield Biosystems Ltd., the goods will be shipped.

c) Paypal: After finishing the order and receiving the invoice, please pay the total amount to our Paypal Email address: "webmaster@mindfield.de". Once purchase price and shipping and handling costs have been deposited in the Paypal account of Mindfield Biosystems Ltd., the goods will be shipped.

2. Suppliers are paid within 10 days after delivery and receipt of invoice.

3. Mindfield Biosystems Ltd. is entitled to rights of lien and set-off within legal limits.

4. Payment of purchase price by the buyer against invoice is possible only for registered customers. It must be agreed upon in each individual case.

5. Invoices for payment are due immediately after receipt. The purchase price is therefore to be paid immediately on receipt of the invoice. Without reminder by Mindfield Biosystems Ltd. the buyer with his obligation comes into default if payment has not followed within 30 days after receipt of the due invoice or payment list passed

Suppliers and entrepreneurs come into default at the latest 30 days after the due date and receipt of the service.

There is no default unless buyer or supplier have caused the delay.

Default interest depends on the law.

§ 5 Delivery Times

Delivery time is usually one week. Deliveries in part are acceptable unless there has been a different agreement.

Delivery date information is not binding unless a binding delivery date is given in the order confirmation. Delivery takes place at the latest 2 weeks after conclusion of the contract.

Delivery to firms takes place with the express reservation that Mindfield Biosystems Ltd. itself is supplied correctly and punctually.

The customer is informed immediately if the goods are not available. In this case, Mindfield Biosystems Ltd. can cancel the contract. Received services are returned immediately.

§ 6 Cancellation or Return Policy for the User

You may cancel your contract within two weeks without explaining your reasons. This must be done by way of text - letter, fax, email - or by returning the goods. The cancellation period begins with your receipt of these instructions at the earliest. To remain within the cancellation period, you must send the cancellation or the goods off in time. Send the cancellation to:

Mindfield Biosystems Ltd. , Bogenstraße 11, 14169 Berlin, Germany

Tel. +49 30 812 96 146, Fax +49 30 812 96 145

In Case of Cancellation

In the case of an effective cancellation received services are to be refunded on both sides. If you cannot refund the received service to us totally or partly or only in worsened condition, you must carry the cost to that extent indemnification according to value. Claims are charged with a purchase price already paid. This does not apply if you rent goods, if the degradation of the goods depended exclusively on their examination - as would have been possible for you in the shop. In all other respects you can avoid the indemnification according to value obligation, by not taking the goods in use like an owner and omitting everything which impairs their value. During a return from a goods delivery, whose total purchase order value amounts to 40 Euro or less including VAT, you have to bear the cost of the return, if the supplied commodity corresponds to the ordered. Otherwise the return is covered by us. Goods that cannot be shipped as packages, we will pick up.

Please note that shipments without pre-paid postage cannot be accepted. If the return shipment costs are covered by us (purchase order value over 40 Euro gross), we will refund you the postage costs of standard dispatch by the post office. The appropriate amount is credited to you together with the commodity. If you select another shipment method, you must cover any additional cost.

Please understand that in case of international deliveries we can cover the return shipment cost only in case that the applicable consumer law in a European Union country insists on this .

§ 7 Guarantee

For businesses the guarantee is 12 months.

For consumers the guarantee is 24 months.

§ 8 Withdrawal from the sales contract

We reserve the right to withdraw from the sales contract if after contract conclusion we find out that the buyer is unable or unwilling to pay. The same applies, if the buyer has given incorrect data concerning his solvency.

§ 9 Liability

Requirements for compensation from performance disturbances or criminal rights such as life, property, health, body are excluded, so far the damage is not caused by gross negligence or deliberate actions of Mindfield Biosystems Ltd., or its performing or executive aides.

Transport damages are to be reported immediately in writing. The buyer is obligated to write a damages list with the transport enterprise. If Mindfield Biosystems Ltd. is unable to enforce claims against the transport enterprise because the buyer did not write a damages list, the buyer must cover any ensuing additional expenditure of Mindfield Biosystems Ltd. A burden of proof reversal is not connected here.

In the case of the dispatch to firms the firm carries the price and service danger. Independent of legal grounds our liability to firms is limited to damage typically arising from business of this particular kind.

Area of jurisdiction

In the case that the other partner is a firm, the area of jurisdiction is Berlin, unless agreed otherwise. If not, the area of jurisdiction follows the legal regulations.

Only the law of the Federal Republic of Germany applies.

Safeguarding Clause

If any regulations of these general Terms of Service should be totally or partly ineffective or if an omission requiring regulation should exist, the rest of these general Terms of Service apply, and in the case of partial inefficacy, as far as the remaining regulations can be separated in their content from the ineffective regulation and as such have reasonable economic existence.