

# Terms and Conditions

## COBO Technologies Aps

**These Terms and Conditions** ("Terms") governing the sale of products and related services ("Products") from COBO Technologies ("COBO") and Buyer. Any deviating conditions or reservations by Buyer shall only be binding if confirmed in writing by COBO. Conditions are also applicable in individual cases where Terms are not attached, but which Buyer has been made aware of the Terms.

### Conclusion of Contract

An agreement of purchase of Products ("Agreement") is effective when approved by COBO by e-mail or phone ("Order Confirmation").

### Payment

COBO receives online payments with Visa, Mastercard or wiretransfer via bank. VISA/Mastercard payments will be deducted from account when the physical item is shipped unless otherwise agreed or stated on your order. All amounts on the website are exclusive of VAT. The website uses the following currencies for pricing: Denmark - Kroner (DKK), USA - Dollars (USD), Euro (EUR). COBO uses a secure payment server that encrypts all information with SSL protocol which means your data is secure and cannot be read by other third parties.

### Delivery:

Expected delivery time from Order Confirmation date is 2-3 business days (DK), 3-4 days (EU) and 5-7 days (US/Asia). COBO sends goods with the following courier: GLS - Business or with similar company optimal for destination. The freight is calculated based on weight and content of temperature-regulating material (ice, dry ice etc). Buyer will receive a track and trace number so Buyer can follow the package, from COBO warehouse and to Buyer.

In case of delayed delivery, Buyer shall not be entitled to compensation or additional benefits. Buyer has no right to withdraw from the agreement.

If COBO cannot deliver on time or do not deliver because of events at COBO or its suppliers that are outside COBO control (force majeure), COBO has the right to withdraw from the Agreement in whole or in part without any liability. COBO reserves the right to make partial deliveries. COBO will refund the purchase price related to the non-delivery after reception of Buyers bank account coordinates.

### Review and Acceptance of Deliverables

Shipping Damages: Buyer shall upon receipt immediately undertake a thorough review of the package delivered and shall inform COBO in writing of any defects due to transport of the Product within three (3) business days. Quality problems: Buyer must notify COBO of any quality problems promptly and in any event within fifteen (15) business days of receipt. In the event of deficiencies or other discrepancies, COBO will at its discretion, either replace the defective or nonconforming Product(s) or reimburse Buyer an amount equivalent to the purchase price of the defective or inconsistent Products. Buyer shall have no other claim. Any defective Product shall, at COBO option and expense, be either returned to COBO or

destroyed. No returns can be accepted without prior written approval of COBO. No return of custom manufactured Products will be authorized if the Product meets the specifications agreed upon prior to shipment.

### **Use of Products**

Products are for Research Use Only. None of the Products are intended for human in vivo use or therapy. Products are only intended for professional use, including laboratory and healthcare use.

### **Recall of Products**

COBO may at any time withdraw Products with reasonable justification. If COBO has caused the recall, COBO will at its discretion, either replace the Products or refund the purchase price. This clause sets buyer's exclusive and total power in case of a recall. Buyer shall obtain all necessary licenses and exchange control approvals and other regulatory approvals for import and use of the Products. Buyer's failure to do so shall not relieve Buyer of any obligations under these Terms.

### **Product Specifications & Alternate Rights**

As required, available application notes or/and working procedures for Products are available on the COBO's website ([www.cobotechologies.com](http://www.cobotechologies.com)). COBO reserves the right to change product specification (e.g. buffer system) as seen fit to maximize product quality.

### **Limited Warranty and Limitation of Liability**

COBO warrants that the Products are manufactured in accordance with general industry standards and COBO's written specifications, including but not limited to specifications that describe the Products, and instructions for use of the Products ("warranty"). This warranty is the only warranty given with respect to the Products. COBO makes no express warranty and, to the fullest extent permitted by applicable law, excludes and disclaims any and all implied warranties of whatsoever kind under any system of law, trade practice or otherwise including (without exception) implied warranties as to the merchantability of the Products or their suitability or fitness for any particular purpose or use. Claims under the guarantee is conditional upon Buyer's disclosure of proof of actual losses, COBO's failure to comply with warranty and documentation that Buyer has stored, transported and used Products in compliance with all COBO specifications and other written and oral instructions and all relevant laws, rules and guidelines as well as general industry standards. Notwithstanding the foregoing, COBO is not responsible for any loss or damage arising out of or in connection with the adverse effects caused by Products, which can reasonably be considered acceptable under the circumstances, whether the side effect was known or could have been anticipated including but not limited to side effects that are warned about in COBO's written information. Buyer disclaims any such claim. COBO is not under any circumstances, for any reason, liable for any indirect or consequential loss / damage, as well as "punitive damages" including but not limited to consequential loss and loss of revenue and legal fees, regardless of whether the loss or damage may be suffered by the Buyer. It is emphasized that this limitation of liability applies regardless of the basis on which the loss or damage is based, including but not limited to delays, defects, product liability, professional liability, contract, warranty, and tort.

The limitations of the above apply to any breach or liability by COBO; including but not limited to defects, product liability, intellectual property rights etc., and that the remedies therein are

exclusive and exhaustive to the extent permitted by applicable law. In no event shall COBO's liability exceed the price actually paid to COBO for a Product. To the extent permitted by law, COBO is for any reason not responsible for any damage caused to Buyer or any third party or any losses in connection therewith. COBO shall not in any way be responsible for the acts or defaults of Buyer, its employees or representatives. The relationship between the parties is that of Buyer and seller and nothing contained herein shall be construed as constituting Buyer an agent or representative of COBO, or as giving it any authority to incur any obligation whatsoever on behalf of COBO. Buyer shall indemnify COBO, its affiliates and their respective officers from any loss or claim arising or occurring as a result of (i) personal injury or property damage proximately caused by Buyer's gross negligence or misconduct, or any modification by Buyer to a Product (ii) other personal injury or property damage caused by Buyer's gross negligence or misconduct, (iii) any violation of applicable law, rule or regulation by Buyer.

### **Governing law and jurisdiction**

These Terms shall be interpreted in accordance with the laws of Denmark and shall be determined by the competent courts in Copenhagen and the parties hereby consent to exclusive jurisdiction in such courts.

### **Customer & Privacy Policy**

We do not resell personal information and do not pass on your personal information to others, they are only registered in our customer directory. You can delete your information at any time. In order for you to agree with COBO, we need the following information: Name, Address, Phone number, Email address. We make the registration of your personal information for the purpose of delivering the goods to you. The personal information is registered with COBO and stored for up to five years, after which the information is deleted. When collecting personal information via our website, we ensure that it always happens by submitting your explicit consent so that you are informed exactly what information is being collected and why. The COBO director and employees have access to the information recorded about you. The data manager in COBO is: Jens-Ole Bock

We do not store and transmit customer information encrypted. As registered with COBO, you always have the right to object to the registration. You also have the right to know what information is registered about you. You have these rights under the Personal Data Act and contact in connection with this, please contact [jbock@cobotechnologies.com](mailto:jbock@cobotechnologies.com).

### **Cookies**

At [www.cobotechnologies.com](http://www.cobotechnologies.com), cookies are used for the purpose of optimizing the website and its functionality, thus making the visit as easy as possible for you. You can delete cookies from your computer at any time.

### **Sign Stats**

We use a log statistics at [www.cobotechnologies.com](http://www.cobotechnologies.com), which means that a statistics system collects information that can provide a statistical picture of how many visitors we have, where they come from and where on the website it is abandoned, etc. The log statistics are only used for the purpose of optimizing the COBO website.

### **Consumer Protection**

Read more about your protection as a consumer when you buy through a PensoPay payment solution: <https://pensopay.com/mere/forbrugerbeskyttelse/>

