Bodinco
cell culture and veterinary products

Standard Terms of Sale

October 2026

The standard terms of sale and delivery shall be deemed to have been accepted for any order placed with our company. In the event of dispute our terms cancel any conflicting clauses and terms printed on the orders or correspondence from buyers. Amendments of the initial agreement or any secondary agreement shall be valid only if they have been entered into in writing.

1. Products

The specifications and figures mentioned in our catalogues and our website are given for information and without commitment. Bodinco reserves the right to change its products without notice, depending on improvements imposed by the technical development.

2. Orders

Orders may be sent by letter, e-mail or telephone.

Orders shall be final only when Bodinco has confirmed them in writing.

They must include:

-the numbers of our catalogues or our offers. If the description is vague, if we ourselves have to make a choice, we disclaim liability on this account. The buyer shall bear any costs of return for the resulting non-compliance.

- delivery and invoicing addresses
- Inter-community VAT number

3. Deliveries

3.1 Delivery time

Delivery time shall be confirmed upon receipt of your order. If the products are not in stock, a delivery time shall be proposed for information, subject to accidental cases and force majeure. No penalty for late performance or damage may be claimed in the event said delivery times are not respected. Part deliveries are always permitted.
Bodinco shall choose the method of dispatch that it considers to be the most suitable for its customer, if the latter has not expressed special requirements.

3.2 Accidental cases and force majeure

Bodinco shall be released from its obligation to deliver in the event of any accidental case or force majeure event that impedes either the manufacturing, dispatch or import into the Netherlands. A force majeure event means any event beyond our control, which results in delaying or preventing the performance that could not be reasonably controlled or avoided.

4. Price and invoicing

The prices on catalogues, printed leaflets, price lists or on-line are given for information. Bodinco reserves the right to amend same, without notice. Our prices are guaranteed for the term of validity of the offer or the estimate, apart from the change in the price of raw materials, exchange rates of foreign currencies or customs duties. The prices invoiced shall always be those in force on the date of the actual delivery. Unless otherwise specified in writing, our prices are quoted net and excluding tax.
Transport costs are defined in relation to volumes and end destinations.

5. Payment

5.1 Terms and conditions

Our invoices are payable by bank or postal transfer, revocable letter of credit, within 30 days, date of invoicing net and without discount, unless otherwise agreed in writing.
Bodinco reserves the right to claim an advance payment or a part payment prior to the fulfilment of the order.

5.2 Penalty clause and event of default clause

By express agreement and except with Bodinco's prior agreement, the non-payment of an invoice at due date shall give rise, by operation of law, regardless of the method of payment:

- To a minimum interest of 3 times the legal interest rate set by degree on 1 January of each year.
- The immediate pay ability of all outstanding amounts.
  Costs, outlay and expenses incurred by Bodinco to obtain the payment of goods shall be borne by the customer under the law in the Netherlands.
  Moreover, pending regularisation, Bodinco reserves the right to suspend any subsequent deliveries.

6. Warranty of services and reservations

6.1 Claims

The customer must check upon receipt of the products that the delivery is indeed compliant with its order. Any claim relating to transport should be made to our services within 48 hours and mentioned on the carrier's receipt. For any other non-apparent defect, we should be notified thereof within a maximum period of 3 months after receipt of the products and product storage instructions should be respected pending our instructions.
If the claim is justified, Bodinco will replace the goods, or take them back and reimburse the purchase price, or, grant an appropriate rebate. Further claims from third parties will not be entertained.
Bodinco is never liable for any direct or indirect damage caused to, with or by the goods, howsoever such damage is designated and whatsoever the circumstances causing it.

6.2 Claim for partially thawed Serum

We do not accept claims if Animal Serum is delivered partially thawed, and we will not replace it free of charge. Tests show a very good stability of the product even in these conditions.

6.3 Return

No return shall be accepted without the prior and written agreement of our sales department, which shall specify the terms and conditions of return. The returned products shall be credited, less a fixed amount for the costs of control and return to stock of 15% of the sale price, with a minimum of EUR 35 and only if they are in their original condition.

6.4 Scope of Warranty

The user must decide that said product is suitable for its specific application. The buyer shall be solely responsible for the products use.

6.5 Transfer of risks

Our goods and their packaging shall always travel at the buyer's risks, even if they are dispatched carriage paid. We disclaim any liability for alternations occurring during transport. In the event of any damage, the consignee shall be responsible for notifying the carrier who made delivery of the losses and damage observed upon arrival, by registered letter within three days following receipt of the goods, in compliance with the Law in the Netherlands in general for bringing any claim against the carrier.

7. Retention of title clause

The seller reserves title to the goods until the price thereof in principal and interest has been paid in full. Failing payment of the price at the agreed due date, the seller may take back the goods. The sale shall be cancelled by operation of law if the seller sees fit and it shall be entitled to part payments already paid in consideration of any use of the goods by the buyer.

8. Disputes

Courts in the jurisdiction of the place of the company's registered office shall have sole jurisdiction in the event of a dispute of any kind or a dispute relating to the formation or fulfilment of the order. Dutch law only shall govern orders placed with Bodinco.

BODINCO B.V. - Bestevaerstraat 63Q - 1812 PC - Alkmaar - The Netherlands - www.bodinco.nl
Tel : +31 (0)72-567 00 67 - Email : bodinco@bodinco.nl
VAT : NL8005.27.112.B01