

The present Sales Terms and Conditions apply to sales of Optical Calibration Laboratory (OCL) products and services between RISE Research Institutes of Sweden AB, reg. no. 556464-6874 (hereinafter sometimes referred to as “RISE”, “we” or “our”) and the Customer. The present are Special Terms referred to in the General Terms and Conditions of RISE Research Institutes of Sweden AB, which also apply. In case of a conflict between the two, the OCL Sales Terms and Conditions will prevail. All agreements with RISE Innventia AB have as of 1 April 2022 been transferred to RISE Research Institutes of Sweden AB.

Products

OCL is an ISO/TC6 authorized laboratory. We supply ISO Reference Standards of level 3 for colorimetric instruments, which fulfil the requirements of ISO 2469.

The products and services provided by OCL are described in the document “Optical Calibration Laboratory, Product Description and Price List”, which is available at www.ri.se

Scope

Only our terms and conditions apply; Customer’s terms and conditions which conflict with, or differ from, our terms and conditions do not apply unless we have expressly consented, in writing, to their application.

Order types

An order of reference standards can be either a **subscription** or a **single order**.

Subscription

Subscriptions are intended for laboratories who want deliveries of reference standards according to an agreed schedule. Subscriptions are accepted and are binding for one year at a time. A subscription is automatically renewed without change of content after one year unless a change or cancellation notice is sent in writing. **A cancellation notice or notice of changes to a current subscription shall be made at least two months before the current subscription period comes to its end.**

Single orders

Single orders are orders without a delivery schedule. These orders are, unless otherwise agreed upon, delivered from the latest batch of reference standards, which is prepared in the middle of each month.

Ordering procedure

Orders should be placed using the Order Form on our web site. Send the Order Form by e-mail to optics.innventia@ri.se or by post. It is the

responsibility of the Customer to give proper instructions to the OCL regarding custom rules and other legal matters that affect the export of reference standards to the recipient country. It is mandatory for Customers in EU countries to submit their VAT number in their order.

Prices

The price of the reference standards and shipping is stated in the Price List that is valid at the time the order is placed or the subscription is renewed.

Prices are in Swedish Crowns, but are available in US dollars and in Euros upon request.

Shipment

The Customer shall provide complete and correct address information and choose desired shipping method when ordering.

The standard shipment method is air mail/surface mail (regular post).

The OCL can also arrange delivery by registered letter or by courier, both with tracking number. There is a separate fee for those services.

The OCL is not responsible for any error made or damage caused by the transport company.

Tracing of shipment can only be made if registered letter or courier transport is used.

If the transport is made by courier or registered letter the Customer must provide name and telephone number of the receiving person since this is mandatory information when the service is booked. It is the Customers responsibility to provide correct and sufficient information for the customs import declaration documents.

The following INCOTERMS 2010 apply

Air/surface mail	INCOTERMS 2010 CPT
Registered letter	INCOTERMS 2010 CPT
Courier arranged by OCL	INCOTERMS 2010 CPT

The risk of loss passes to the Customer when the goods has been delivered to the carrier. For registered mail or courier, the Customer must notify OCL regarding delayed, possibly lost, deliveries no later than 6 weeks after expected delivery.

Payment

We apply advance payment.

All invoices are payable within 30 days both for single and subscription orders. The invoices are sent to new Customers and for single orders as soon as an order is placed. For continued subscription, a new invoice for the subsequent year is sent one month before the current subscription ends.

In conjunction with any other remedies that the OCL may invoke, overdue debts to the OCL or any other part of RISE will cause the deliveries of reference standards to be detained and delayed until the debt is settled.

Any custom duties, handling charges and taxes are paid by the Customer.

Storage, handling etc

When the reference standards have arrived at the Customer's laboratory, it is the Customer's responsibility to handle the reference standards in such manner that their optical properties are maintained as well as possible.

The maintenance of the measurement instrument, black cavity and staff skills at the Customer's laboratory are the responsibility of the customer.

The Customer accept and recognises that if the reference standards are exposed to dirt, light, heat or chemicals, the uncertainty in the calibration data increases.

Moreover, the Customer is aware of that even if the reference standards are treated correctly, a slow deterioration of the optical properties takes place. Therefore, reference standards should be ordered according to defined time tables where the time between the deliveries is determined by the uncertainty acceptable to the Customer.

The uncertainty at the time of calibration is provided in the calibration certificate of each reference standard.

Privacy

In accordance with GDPR (General Data Protection Regulation, EU 2016/679) the Optical Calibration Laboratory (OCL) takes the Customer's privacy seriously. The Customer's personal data will only be used to ensure that reference standards are obtained and relevant communication from us is received, such as newsletters, product information, price lists etc.

Disclaimer

The delivered reference standards or calibration accessories shall comply with the relevant Product Description. If the OCL has delivered a defective reference standard, Customer's sole remedy is that a new non-defective standard shall be delivered to the buyer free of charge.

The Customer's right to damages shall always be limited to the remuneration actually paid to RISE based on the Price of the reference standards that form the basis of the Customer's claim.

The OCL is not liable for any indirect loss or consequential damages suffered by the Customer. This limitation of liability covers, but is not limited to, loss of production, rental costs, loss of profit and cost of capital.

To be recoverable, any claims must be notified in writing to OCL within 2 months of the discovered error, and no later than 1 year after scheduled delivery month.

The price of the reference standards does not include

- Repairs, spare parts or instrument checks at the Customer.
- Consulting regarding instrument and software specific questions.

Applicable Law

These Terms and Conditions are governed by:

1. The Swedish Sale of Goods Act (1990:931)
2. Swedish law

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