



Terms of Agreement (Clinics)

These terms apply to CRYOS India International – India Pvt Ltd. 209, Marathon Max, LBS Marg, Mulund (west) Mumbai -400080 hereafter called CRYOS INDIA.

The herein mentioned sales and delivery terms are in force and binding, and under no circumstances may they be altered except by written agreement.

Terms of sale

Written offers are valid for 30 days from the date of offer.

Prices

Prices are according to our current price list. We reserve the right to change prices without notice.

Payment

At the time of Delivery.

Retention of title

Delivered goods remain the property of CRYOS INDIA until proper payment is made.

Terms of delivery

Delivery has taken place when the shipping agent has received the goods (Incoterms ex works EXW). If purchase of the goods includes transportation costs and insurance, delivery has taken place when the goods are delivered to the address specified by the buyer (Incoterms delivered duty unpaid DDU)

Terms of notice

If the goods are damaged upon arrival, or do not meet agreed requirements through no fault or risk of the buyer, and if the buyer reports this immediately and without undue delay according to prior agreement, CRYOS INDIA has the right to exchange the goods. In case of visible damage or deficiency in the goods the receiver of the goods must file a complaint with the shipping agent immediately upon receipt of the goods. In case of damage or deficiency not visible upon arrival, CRYOS INDIA must receive notice as soon as the damage or deficiency is recognized in the presence of the delivery person.

In the event of substantial delay in the delivery for more than 30 days due to circumstances for which CRYOS INDIA can be held accountable, the buyer has the right to cancel the purchase. In case of delay in delivery of the goods, the purchase can only be cancelled if the goods are returned to CRYOS INDIA unopened and undamaged immediately and without undue delay. When the nitrogen storage containers are in the custody of the buyer they must be kept at the buyers own expense and risk.

Renunciation of liability

CRYOS INDIA will not, under any circumstance be held responsible for the loss of profit, time, clientele, or ensuing costs or other direct or indirect losses which may be caused by delay, deficiencies or defects due to conditions for which CRYOS INDIA may or may not be held accountable or due to force majeure and other circumstances which are beyond the control of CRYOS INDIA, such as strike, lockout, transportation difficulty, detention, confiscation, war or martial conflict, civil unrest, vandalism, terrorism, radioactivity or natural disaster.

CRYOS INDIA is only responsible for damage caused by goods or leased equipment if it can be proven that the damage has been due to fault or negligence committed by CRYOS INDIA. CRYOS INDIA will not be held responsible for damage to real estate and movable property including either finished goods produced by the buyer or goods involving produced parts.

CRYOS INDIA disclaims all responsibility for any damage caused by frozen semen, carbon dioxide or liquid nitrogen, such as leakage, bursting, or spilling, or damage caused by the storage of liquid nitrogen under pressure.

CRYOS INDIA disclaims all responsibility for any damage caused by the transmission of either infectious diseases or undesired or unknown hereditary conditions inherent in delivered donor semen. In spite of testing the semen and the semen donors for a number of sexually transmissible diseases, there is still a remote possibility that HIV and other infectious or hereditary diseases may be transmitted through therapeutic treatment with donor semen.

Disputes

Any dispute will – at CRYOS INDIA choice – be settled either by mediation, arbitration according to valid arbitration rules, or by the ordinary courts within the jurisdiction of the City of Mumbai, India and according to Indian law.