Service Terms & Conditions

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ALL PURCHASES OF PRODUCTS & SERVICES FROM ALDEVRON ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, AND BY PURCHASING ANY PRODUCTS & SERVICES, THE CLIENT ("Client") AGREES TO BE BOUND BY ALL OF SUCH TERMS AND CONDITIONS, UNLESS EXPLICITLY AGREED OTHERWISE.

Pricing

All prices are in US dollars and checks are to be drawn on a US bank. Client is responsible for wire fees. Prices are subject to change without notice. Duties, taxes and fees are not included.

In the event that a procedure fails to provide adequate quantity or quality of an order, charges may still apply but no extra charges will be will be added without prior approval.

Payment Details

Payment terms are Net 30 days from receipt of invoice.
Account and Payment details are included on the invoice.

International Orders

Prices do not, and will not, include any governmental taxes (including, without limitation, sales, use, excise, withholding, consumption or other VAT), or duties imposed by governmental authorities that are applicable to the import or purchase of the Product(s), and CLIENT shall bear all such taxes and duties.

Confidentiality

Aldevron shall hold all of Client's material and information in strict confidence. Aldevron is willing to work under the terms of a mutually agreeable Non-Disclosure or Confidentiality Agreement. Aldevron reserves the right to archive excess client material. Unless we are asked to archive excess material, the material may be destroyed after 60 days from order completion.

Limited Warranty

Aldevron warrants that its products and services shall be performed in a good and workmanlike manner in accordance with its standard operating procedures and according to the terms of the written Quote, if any, provided by Aldevron to the Client. Aldevron further warrants that if it issues a Certificate of Analysis or Technical Report to Client, such documentation shall be in all material respects accurate and correct.

Client understands that Aldevron cannot guarantee that all materials supplied by Client will be capable of producing desired results or that research and/or manufacturing as defined in a written quote will produce desired results. Aldevron will use reasonable means to obtain desired results.

Aldevron's limited warranty is contingent upon complete and accurate information being submitted by the Client as well as material submitted by the Client that is not damaged, defective, or otherwise flawed.

Exclusive Remedy

In the event of a breach of the above warranty, Client shall notify Aldevron within 10 days of its receipt of such services or products. As Client's exclusive remedy for any breach of the warranty, Aldevron shall, at its option, and within a reasonable time, either (1) use commercially reasonable efforts to correct such breach without charge to Client; or (2) allow the Client to return the product provided by Aldevron for a refund equal to the previously paid fees and charges therefore.

Claims and Returns

Any claims for credit or return goods requests must be made within 10 days of Client's receipt thereof. Aldevron will not accept returned products without prior authorization. To obtain return goods instructions, please contact Aldevron's Client Relations Representative.

"Client Materials" shall mean all materials provided by the Client including starting material, reference material and samples. Aldevron cannot return original Client Material without Client's prior written consent.

Disclaimer of Warranties and Limitation of Remedies

"Product(s)" shall mean those plasmid(s), protein(s), recombinant viral vector(s), and antibody related product(s) ordered by the Client including but not limited to client materials that have been amplified and processed by Aldevron, inventory items, blood samples (sera), and protein samples.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, PRODUCTS AND ALDEVRON'S SERVICES ARE PROVIDED TO CLIENT "AS IS" WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHT OF ANY PARTY.

In no event shall Aldevron be liable to Client or any others for any use of the Products, nor for any loss, claim, damage, or liability, of any kind or nature, including any claim for any special, incidental or consequential damages, which may arise from or in connection with this Agreement or the use, handling or storage of the Products or Client Materials.

Indemnification

The Client shall not send to Aldevron samples presenting direct or indirect hazards, or that may potentially cause direct or indirect harm to the personnel, the interests, or property of Aldevron.

Client agrees to defend, indemnify, and hold Aldevron, its officers, directors, employees, affiliates, and agents harmless from any claim, damage, or liability of any kind (including, but not limited to, any reasonable attorneys' fees, legal costs and expenses) arising out of (i) any claim by a third party that the Client Materials or other samples sent to Aldevron by the Client infringes any Intellectual Property Rights (as defined below) of any third party; (ii) a breach of any representation or covenant of Client under this Agreement; or (iii) any other claim connected with any use, handling, or storage of the Client Materials except to the extent such occurrence arises from the gross negligence or willful misconduct on the part of Aldevron.

For purposes of this Agreement, the term "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how or

similar intellectual property rights and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

Outsourcing

Aldevron retains the right to subcontract any services to subcontractors/vendors it selects. Aldevron provides only essential information to vendors and strives to protect Client confidentiality.

Compliance with Laws and Regulations

Aldevron certifies that to the best of its knowledge: Aldevron's goods and services are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Authorized Uses

Unless otherwise expressly indicated in our catalogues or on the label or other documentation accompanying the Products, the Products are intended for research use only. Client acknowledges that the Products have not been tested by Aldevron for safety or efficacy, unless expressly stated in the label or other documentation accompanying the Products. Without limiting the foregoing restrictions, Client warrants to Aldevron that should Client use or sell the Products for any use other than research, Client shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users and be responsible for obtaining any required Intellectual Property rights. Client represents and warrants to Aldevron that any Products purchased from Aldevron and any final articles made from them are managed in accordance with and in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the procedural and substantive laws of the state of North Dakota-. Any litigation arising under this these Terms and Conditions or any services or products provided by Aldevron to Client pursuant hereto shall be brought only in the courts of the state of North Dakota or the courts of the United States which are situated in the state of North Dakota and Client consents to and confers personal jurisdiction upon the courts of the State of North Dakota or the courts of the United States which are situated in the State of North Dakota, and expressly waives any objections as to venue in any such courts.

Miscellaneous

Aldevron will not be responsible or liable for failing to perform our obligations under these Terms and Conditions to the extent caused by circumstances beyond Aldevron's reasonable control. Aldevron's exercise of any option or failure to exercise any rights hereunder will not constitute a waiver of Aldevron's rights to damages for breach of contract and will not constitute a waiver of any subsequent failure, delay, or breach by the Client. If any provision or part of the Terms and Conditions is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. Headings are for convenience only and will not be used in the interpretation of these Terms. Client agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from Aldevron as a result of discussions, negotiations and other communications between the Parties in relation to Aldevron's products or services. Aldevron reserve the right to change these Terms at any time.