
Terms and Conditions for Gene Synthesis Service

Version 3.3, Revision 2012-01-03



1. **Purchase Terms**

Biomatik provides chemically synthetic genes for laboratory research purpose ONLY.

The gene will be produced exactly as indicated on the Quote. Changes made after the order is confirmed are subject to additional costs.

Order can be placed with P.O. number or credit card number. Biomatik reserves the right to refuse any order if any gene has bio-hazardous concerns.

Payment can be made by credit card (Visa or MasterCard), cheque, or wire transfer. General payment term is net 30 for an established credit account.

2. **Deliverables**

Biomatik will deliver 4µg of lyophilized plasmid containing the gene insert, sequence verified. Plasmid DNA will be in our standard vector pBMH or the vector of your choice. Biomatik will also provide the following QC files electronically: Project Report, Complete Construct Map, Sequence Chromatograms and Alignment File.

In the event that a designed DNA fragment cannot be cloned because of toxicity to the *E. coli* host in which it is grown or for other reasons, Biomatik reserves the right to provide 20ug of sequence-verified PCR fragments. In the unlikely event that Biomatik cannot construct the full gene sequence due to complexity, customer will receive NO charge on the undelivered gene.

3. **Liability**

Biomatik does not take responsibility for the actions of the customer, prior to, during or after an order in regards to obtaining or using any specific gene sequence for their research or otherwise. It is the sole responsibility of the customer to verify that their respective work does not result in any infringements of any patents or breach of law. Biomatik claims no liability for such offenses.

4. **Turnaround**

Biomatik delivers its gene products within the estimated timeline in most cases; however Biomatik does not guarantee turnaround time for any gene, especially for projects requiring custom cloning, genes encoding high GC, stretches of homopolymers, or extensive repeats. Biomatik may discontinue a project by written notice if the order is technically difficult to accomplish.

5. **Shipping Policy**

FOB Biomatik shipping points. Title and risk of loss passes to Customer upon transfer to shipper. Custom products from Biomatik are shipped by express courier service, unless otherwise requested. Shipping fees will be incurred by customer for partial order shipments.

6. **Warranty and Refund Policy**

Custom genes ordered are not returnable. Once an order is accepted by Biomatik, it cannot be terminated without the prior written consent of Biomatik.

Biomatik guarantees that its gene delivered will 100% match the sequence requested by the Customer and will be consistent with the QC files provided with each product. Upon receipt of shipped goods, Customer will inspect the shipment promptly for damages, shortages and correct identity of product. Any non-conformity claims must be submitted within 30 days of shipment. If Customer fails to provide such claim within such period, the shipment will be deemed accepted by Customer. Non-conformities will be promptly replaced or authorized for return and credit, at Biomatik's option.

7. **Intellectual Property**

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Biomatik will not claim ownership of intellectual property directed to the DNA sequences provided by the Customer to perform synthesis of DNA having such sequences. Biomatik shall retain all rights, title and interest to DNA synthesis technology, including know-how and trade secrets, used or developed by Biomatik in performing any services or creating any products, including all intellectual property rights with respect thereto.

8. **Disclaimer of Warranty**

The warranty set forth above is in lieu of all other warranties, expressed or implied. All other warranties, including warranties of merchantability, fitness for a particular purpose, title, or infringement, are excluded and hereby disclaimed. Biomatik shall not be liable for any incidental, consequential, contingent, special, or punitive damages, including without limitation personal injury, property damage, lost profit or other economic loss, arising in connection with customer's use of or inability to use the goods and services provided by Biomatik.

Biomatik will not be liable for any use by customer of products or services or for any loss, claim, damage, or liability, of any kind or nature that may arise from the use, handling, or storage of such products or services. In no event will Biomatik's total liability, if any, exceed the amount paid by customer for the products or services. Biomatik does not warrant that the use of products or services will not violate or infringe any patents or other proprietary rights of third parties.