
Terms and Conditions for Peptide Synthesis Service

Version 3.2, Revision 2011-08-05

1. **Purchase Terms**

Biomatik provides chemically synthetic peptides for laboratory research purpose ONLY.

Order can be placed with P.O. number or credit card number. Payment can be made by credit card (Visa or MasterCard), cheque, or wire transfer.

General payment term is net 30 for an established account.

2. **Deliverables**

Biomatik will deliver lyophilized peptide according to agreed specifications specified on the quote, along with HPLC and MS for purified peptides. Biomatik's peptides are lyophilized and shipped at ambient temperature.

In the unlikely event that Biomatik cannot deliver a peptide due to complexity, customer will receive NO charge on the undelivered peptide.

3. **Turnaround**

Biomatik delivers its peptide products within the estimated timeline in most cases; however Biomatik does not guarantee turnaround time for any peptide due to unpredictable production difficulties. Biomatik may discontinue a project by written notice if the order is technically difficult to accomplish.

4. **Shipping Policy**

Biomatik's products are sold FOB Biomatik shipping points. Title and risk of loss passes to Customer upon transfer to shipper. Unless otherwise requested, custom synthesized peptides from Biomatik are shipped by express courier service, and shipping insurance is declared at \$100 US dollars or less. Shipping fees will be incurred by customer for partial order shipments.

5. **Warranty and Refund Policy**

Custom peptide 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 peptide delivered will meet or exceed the quality agreed and specified on the quote. 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.

6. **Intellectual Property**

Biomatik will not claim ownership of intellectual property directed to the peptide sequences provided by the Customer to perform synthesis. Biomatik shall retain all rights, title and interest to Peptide 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.

7. **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.

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