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# Terms and Conditions for Custom Gene Synthesis Services

*Version 4.4, Revision 2016-10-15*

By placing an order with Biomatik, you acknowledge and accept these terms and conditions set out below.

## **Conditions of Sales**

All of Biomatik's products are only for laboratory research and development purpose only. Our products are not to be used for diagnostic, clinical or therapeutic procedures. Buyer acknowledges and accepts that the products have not been tested by Biomatik for safety and efficacy in animal, food, drug, medical device, cosmetic, commercial or any other use.

## **Payment**

Net 30 days for customers with established credit and who have a good credit rating with Biomatik. After 30 days an interest charge will apply for outstanding invoices. Credit applications are available upon request. Payment can be made by credit card (Visa or MasterCard), Paypal, cheque, or wire transfer.

## **Prices**

All prices are in US dollars, and may be quoted/billed in other currencies upon request. Prices are subject to change without notice. Prices do not include freight, special handling and packaging if any. All taxes, duties and brokerage charges are the responsibility of the customer.

## **Quotations**

Please request for quotation before ordering custom gene synthesis service. By placing an order, you approve that all the requirements for production have been specified correctly on this quote. There are no other requirements than what specified on this quote.

## **Deliverables and Turnaround Time**

Biomatik will deliver custom synthetic genes with quality control data as agreed and specified on the quote. Unless otherwise specified on the quote, the following QC files are typically included in the quality control data and sent to customer electronically: Project Report, Complete Construct Map, Sequence Chromatograms and Alignment File.

Unless otherwise specified on the quote, customer will not receive any charge for any gene failed in synthesis (rare) due to technical difficulties. However, customer shall accept and pay for any genes which have been successfully synthesized.

In some rare cases, subcloning may fail due to circumstances beyond control (e.g. gene is toxic and/or genetically unstable in customer's desired cloning vector). Biomatik will deliver the gene in a standard cloning vector and customer shall accept and pay for the gene which has been successfully synthesized and subcloned into a standard cloning vector. Subcloning fee will be waived.

If you have requested your gene to be subcloned into one of our in-stock expression vectors, please note that the expression vector is for laboratory research use only - it shall not be used for commercial purpose.

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Delivery time is an estimated time only; it does not reflect any production difficulties, if so encountered. Biomatik may discontinue a project by written notice if the order is technically difficult to accomplish. Biomatik will use best efforts to deliver products within the timeline specified.

### Shipping

FOB Biomatik shipping points. Biomatik will not be responsible for the damages after Biomatik shipping points. Title and risk of loss pass to Customer upon transfer to shipper. Shipping fees will be incurred by customer for partial order shipments. Most of Biomatik products are shipped at ambient temperature. Biomatik will determine the best shipping method unless otherwise requested by the customer.

For international shipping, shipment can be delayed from time to time due to customs clearance. It is the customer's responsibility to submit any paperwork to facilitate customs clearance process upon request.

### Order Cancellation

All orders are processed and sent for production/shipment as soon as they are placed. During this process we incur irreversible fees. Therefore, while we understand that orders might need to be changed sometimes, we are unable to do it free of charge after a certain point. We strictly adhere to the following cancellation policy:

If you cancel your order BEFORE production or product assembly, you will NOT be charged a cancellation fee;

If you cancel your order AFTER production or product assembly, you will be assessed a cancellation fee;

If you cancel your order AFTER it has been shipped, please follow our Return Policy. The cancellation will have to be treated as a Return with all applicable fees - including restocking and cancellation fees. Orders which are REFUSED AT DELIVERY will be assessed all of the applicable fees - including restocking, cancellation and other applicable fees.

### Return Policy

Under no circumstances may any custom made product be returned to Biomatik. Any non-conformity claims must be submitted within 30 days of receipt of the product. 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. Please contact Biomatik for a return authorization number before returning any product.

### Intellectual Property Rights

Unless otherwise stated in writing, Biomatik does not claim Intellectual Property rights on any purchased and delivered synthetic genes which are produced per customer's specifications, however, all methods, arrays and proprietary IP of Biomatik remains with Biomatik.

### Warranties and Liabilities

Biomatik warrants that its products shall, at the time of delivery, conform to the description of such products as provided to customer through Biomatik's product directory, analytical data or other then-current literature. THIS WARRANTY IS EXCLUSIVE, AND BIOMATIK MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS. Buyer acknowledges that there may be hazards associated with the use of certain products offered. Buyer agrees that their personnel concerned with any such product are aware of

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the hazards and assumes all responsibility for the warning of their employees and independent contractors of all hazards to persons and property in any way connected with the products, and buyer agrees to instruct their employees, agents and customers to use safely such product. Buyer also assumes all responsibility for the results of using any product offered in combination with other articles or substances, and in any manufacturing process, and for the ultimate safe disposal of the product in accordance with applicable laws. Biomatik does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any United States or foreign patent or patent application covering the product itself or the use thereof in combination with other products or in the operation of any process. The products may be protected by patent applications, patents, and/or copyrights. Biomatik makes no representation or warranty as to whether the product, and/or its uses, infringes any patent or intellectual property rights of any third party, nor shall Biomatik be liable for infringement of any such rights. Biomatik does not grant to customer any license, express or implied, in violation of or infringing upon any third party rights. Customer is responsible for determining the existence of any such third party rights, and to acquire any such rights (e.g. patents or licenses), should they exist, before using the products. The customer is solely responsible for any patent infringement resulting from the use of Biomatik products. Biomatik's sole and exclusive liability, with respect to products proved to be Biomatik's satisfaction to be defective, shall be the replacement of such products without charge or refund of purchase price. Biomatik shall not be liable for any incidental, consequential or contingent damages.