

STANDARD TERMS AND CONDITIONS OF SALE

The standard terms and conditions of sale detailed hereunder are part of all price offers or sales agreement of any kind provided by ProteoGenix SA. **The buyer is deemed to be acknowledged of all these terms and conditions and to have accepted them.**

Any modification of the terms and conditions will be considered as non-valid if there is no written approval signed by both parties.

1. Every order must mention order number, EU VAT registration number if located in EU, catalog number, product description, amount needed for each item, delivery and billing addresses, name of a person to contact if necessary.
2. Except otherwise stated, shipping and handling costs are not included in our prices and will be determined according to the amount of the order, the package size and the delivery address.
3. At their reception, products must be stored as indicated on labels or datasheets provided with the product. In case no indication are provided (usually for custom services), it is the sole responsibility of the buyer to test different storage conditions and use the most convenient one for the product.
4. ProteoGenix shall not be liable for its failure to perform any of its obligations resulting from fortuitous event beyond its reasonable control. Are considered as fortuitous event but not limited to, work conflicts, suppliers delivery delays, wars, hostile fire, cataclysm, act of God, events affecting transportation means, organization problems internal to the company (diseases, equipment failure,...). ProteoGenix will not have to establish the unforeseeability nor the irresistibility of the perturbing event. The services time schedule mentioned on quotes are indicative durations only. The schedule may be submitted to significant variations due to the nature of proteins, antibodies, peptides and genes.
5. **Except otherwise stated, payment terms are Net 30 days from date of invoice.** No discount is applicable for any early payment made before 30 days. Payment must be made in Euros unless otherwise agreed.
6. The payment methods accepted are :
 - Bank transfer
 - Credit card
 - French checks only (We can accept international checks if customer is willing to cover our bank fees of 25 Euros. In such case, customer should inform ProteoGenix of its intention to pay by international check before ordering in order to include that cost in the quotation and customer's order).
7. The failure to pay or the late payment of any part or full invoice will trigger :
 - The enforceability of all invoices
 - An interest rate of 12% of the overdue amount until complete payment that cannot be less than 45 Euros.
 - The stop of the service.
 - A 40 Euros fee for formal notice process.
8. **Products replacement** 1. Products should be inspected immediately upon reception. Notification of damage, shortages or defects should be given within 8 days by e-mail, fax or mail. 2. ProteoGenix will ensure all products meet the agreed specifications prior to shipment. However, if products are unsatisfactory, we will replace them or refund the customer providing that the customer notifies it to us within 8 days from the reception of the item.
9. All prices are in Euros and exclusive of taxes, duties, shipping and handling. Client is responsible for wire transfer fees. Prices are subject to change without notice. We will not be liable in case of a printing mistake in our catalogs.
Liability 1. All products and services are for *in vitro* research use only and are not approved for any kind of therapeutic or diagnostic purposes. It is the own responsibility of the customer to qualify/validate the products for any other use. ProteoGenix will not be liable for any claims against any of its products that are misused in therapies or for diagnosis. 2. Products must be used by trained staff only, following suitable laboratory practices. Some products can contain animal origin components. As hazards related to the use of our products may be unknown or difficult to assess, the absence of warn against it, does not mean that the use of the product is not hazardous.
10. The customer is committed in transferring to ProteoGenix all important information related to the biological hazards of the supplied material and the particular handling procedures to be followed by the staff if any.
11. ProteoGenix cannot provide any warranty whatsoever for the use of its products or services for a given application except otherwise agreed.
 - i) The success of the monoclonal and polyclonal antibody development programs highly depends on the nature of the antigens and ProteoGenix can therefore not guarantee:
 - The specificity of the antibodies (background)
 - The sensitivity of the antibodies (detection threshold)
 - The appropriate use of the antibodies in all applications (Ex : antibodies may not work in western blot)
 - The immune response from the animals
 - ii) Regarding protein production, ProteoGenix cannot guarantee:
 - That the cloning in its expression vectors is always feasible
 - The production yield and the quality of the protein (purity, folding, degradation)
 - That the expression of the protein in its strains is possible
 - The absence of yield variations between the expression tests and the production scale up step
12. Unless otherwise stated, all peptide quantities/amounts mentioned on our website and all our documents including but not limited to quotation, Certificate of Analysis, packing-list, invoice are gross weights. Gross weight comprises the weight of peptide, residual amino acids, adhered water, and salts (e.g. TFA).
13. ProteoGenix keeps the right to decide to stop or go with a service program in case of unexpected technical issues that would arise (ex : non immunogenic or toxic antigens, non-expressed proteins, difficult clonings, etc.). Every stop will be justified by ProteoGenix and in this case only the started or completed steps will be invoiced.
14. Datasheets are provided with products.
15. If any change may occur during the service, the requesting party will have to ask for this change by written form and wait for the other party's approval. ProteoGenix keeps the right to modify the financial conditions accordingly.
16. ProteoGenix does not provide any of its protocols but only raw data at the end of certain steps or at the end of the service.
17. PROTEOGENIX will not be liable for any claims concerning a misuse or inappropriate storage of the products or in case of misinterpretation of the results analysis. Optimal storage conditions of the products must be determined by the customer and ProteoGenix will not be held responsible related to inappropriate storage.
18. Except otherwise stated, the risk of the goods is transferred to the client once the goods leave our company. The transportation of the goods is done under the sole responsibility of the buyer and at its costs. The client is also responsible in buying insurance if he deems it is necessary and at its own costs.
19. Contracts and agreements with ProteoGenix will be governed by and interpreted in accordance with French law. The Strasbourg (France) court will deal with any dispute which may arise from the contract or agreement between a customer and ProteoGenix.