



## **Terms and Conditions for Custom Gene Synthesis Clones and Custom Cloning Services**

Customers are referred to as Buyers. All custom gene synthesis clones and custom cloning services (the Product) are subject to the following policy.

### **Pre-payment**

A non-refundable pre-payment of a certain amount of the purchase price of the Product (to be decided by GeneCopoeia) may be charged to the Buyer upon placing the order.

### **Changes or Cancellation policy**

Any changes or cancellation must be done by 5 p.m. EST on the day the order is placed. Changes or cancellation to the order after 5 p.m. EST are allowed only upon agreement by GeneCopoeia and is subject to a cancellation fee or full payment to be determined depending upon the production status of the Product.

### **Limited Use License**

A limited use license is granted to the Buyer of the Product. The Product shall be used by the Buyer for internal research purposes only. The Product is expressly not designed, intended, or warranted for use in humans or for therapeutic or diagnostic use. The Product must not be resold, repackaged or modified for resale, or used to manufacture commercial products without prior written consent from GeneCopoeia. This Product should be used in accordance with the NIH guidelines developed for recombinant DNA and genetic research. Use of any part of the Product constitutes acceptance of the above terms.

### **Limited Warranty**

GeneCopoeia warrants that the Product meets the specifications described in the accompanying Product Datasheet. If it is proven to the satisfaction of GeneCopoeia that the Product fails to meet these specifications, GeneCopoeia will replace the Product. In the event a replacement cannot be provided, GeneCopoeia will provide the Buyer with a refund or credit. This limited warranty shall not extend to anyone other than the original Buyer of the Product. Notice of nonconforming products must be made to GeneCopoeia within 1 year from the day of delivery of the Product. GeneCopoeia's liability is expressly limited to replacement of Product or a refund or credit limited to the actual purchase price. Shipping charges will not be credited. GeneCopoeia's liability does not extend to any damages arising from use or improper use of the Product, or losses associated with the use of additional materials or reagents. In the event that the synthetic clone in the requested vector cannot be delivered to the Buyer, GeneCopoeia may still deliver the synthetic clone in a basic carrier vector at a % (to be determined on a case-by-case basis) of the original price (pre-payment) and refund any difference with the original pre-payment. This limited warranty is the sole exclusive warranty. GeneCopoeia does not provide any other warranties of any kind, expressed or implied, including the merchantability or fitness of the Product for a particular purpose.

GeneCopoeia is committed to providing our customers with high-quality products. If you should have any questions or concerns about any GeneCopoeia products, please contact us at 301-762-0888.

### **GeneCopoeia**

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