



## **Genome-TALER™ Donor Custom Services Cancellation, Limited Use License and Warranty**

All Genome-TALER™ Donor custom services (the Product) are subject to the following policy. Customers are referred to as Buyers.

### **Changes or Cancellation**

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 (prior to shipment of the Product ordered) is allowed only upon mutual agreement between GeneCopoeia and the Buyer and is subject to a cancellation fee 20% of the purchase order or full payment to be determined depending upon the production status of the Product. In cases where codon substitution, mutagenesis, or gene synthesis is required, a non-refundable prepayment may be charged.

### **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. GeneCopoeia guarantees correct donor construction based on customer approved design. **This policy does not cover** point variations due to possible naturally occurring polymorphisms and/or mutations that may be introduced by PCR in very rare cases. Notice of nonconforming or damaged products must be made to GeneCopoeia within 30 days from the day of receipt of the Product. 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. 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. This limited warranty is the sole and 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.

#### **GeneCopoeia, Inc.**

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