

# GLuc-ON<sup>™</sup> Promoter Reporter Clones Cancellation, Quality Assurance, Limited Use License and Warranty

All promoter reporter clones (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 subjected to a cancellation fee 20% of the purchase order. Once shipment of the Product has been made by GeneCopoeia, cancellation will not be permitted.

### **Quality Assurance**

GeneCopoeia quality assurance policy ensures the correct construction and vector backbone sequence integrity of all **GLuc-ON**<sup>TM</sup> **Promoter Reporter Clones. This policy does not cover** point variations in the gene specific promoter region due to possible naturally occurring polymorphisms and/or mutations that may be introduced by PCR in very rare cases. If Buyer requests a specific version of a promoter from genomic DNA, GeneCopoeia will make its best effort to obtain that particular version but without guarantee of success. For this recloning effort, Buyer is to pay a fee that will be fairly negotiated between Buyer and GeneCopoeia. **Promoter region variants are replaceable** subject to availabilities and a modest fee to cover the cloning cost. In the event that requested promoter clone(s) of specific splicing variant(s) are not available, GeneCopoeia will make its best effort to clone it and Buyer will pay a fee that will be fairly negotiated between Buyer and GeneCopoeia.

## **Limited Warranty**

GeneCopoeia warrants that the Product meets the specifications described in the accompanying Product Datasheet. 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.

#### **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 and should not be transferred (in any way) to any third party. 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 (includes but is not limited to the transferring of promoter sequence(s) from GeneCopoeia promoter reporter clones to other expression vectors), 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.

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.

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