plasmid.com service terms and conditions

Confidentiality
Plasmid.com shall hold all of Client’s material and information in strict confidence. Client lists, contact information, or material are never sold, exchanged or otherwise divulged to third parties. We are willing to work under the terms of a mutually agreeable Non-Disclosure or Confidentiality Agreement. Plasmid.com reserves the right to archive excess client material. Unless we are asked to archive a plasmid, biomaterial may be destroyed after 60 days from order completion.

Title to Client Materials and Client Intellectual Property
Client shall retain all right, title and interest in and to the client materials and Client intellectual property that Client discloses or transfers to plasmid.com. Plasmid.com shall not imply or represent to any third party that plasmid.com is the owner of the client materials and/or client intellectual property.

Title to Results
Client shall own all right, title and interest in any results generated by plasmid.com and arising from the services. Client shall have the unrestricted right to use results, including the right to publish or otherwise disclose the results, provided such disclosure does not include plasmid.com confidential information. Plasmid.com shall be given proper recognition in such publication(s) as appropriate.

Inventions
Unless otherwise agreed in writing, neither plasmid.com nor Client shall obtain any right or license to the confidential information and materials of the other party. Client shall own all intellectual property rights appurtenant to materials provided by Client, Client intellectual property or results. Plasmid.com shall own all Inventions related to the plasmid.com Technology the practice of which do not specifically require the use of the client materials, Client intellectual property, results or intellectual property rights appurtenant thereto.

Pricing and Payment Terms
Prices are subject to change without notice. Payment terms are Net 30 days from receipt of invoice. All prices are in US dollars. Client is responsible for wire fees. Checks must be drawn on a US bank. International clients are responsible for relative government fees and taxes including but not limited to Value Added Taxes on imported material. V.A.T. exemption numbers must be supplied at time of order in order to be applied.
Payment Details
Plasmid.com Federal Tax I.D. Number: 45-0451327
Wire Transfers: Client responsible for wire fees. Account details will appear on your invoice.
Credit Card payments are also accepted.

Payments can be mailed to our main address.
International Orders
Client agrees to include the necessary documentation as described in the United States Dept. of
Agriculture "Guidelines for Importation #1110". Plasmid.com can provide a copy of the form upon
request. Current guidelines for importation can also be found on-line at:

Limited Warranty
Plasmid.com warrants that its products and services shall be performed in a good and workmanlike
manner in accordance with its standard operating procedures and according to the terms of the written
Quote, if any, provided by plasmid.com to the Client. Client understands that plasmid.com cannot
guarantee that all plasmids supplied by Client will be capable of amplification. Plasmid.com will use
reasonable means to reproduce the client material, and in some cases this may result in charges to the
client regardless of actual results. Client understands that Plasmid.com’s limited warranty is
contingent upon complete and accurate information being submitted by the Client as well as material
submitted by the Client that is not damaged, defective, or otherwise flawed.

Exclusive Remedy
In the event of a breach of the above warranty, Client shall notify plasmid.com within 10 days of its
receipt of such services or products. As Client’s exclusive remedy for any breach of the warranty,
plasmid.com shall, at its option, and within a reasonable time, either (1) use commercially reasonable
efforts to correct such breach without charge to Client; or (2) allow the Client to return the product
provided by plasmid.com for a refund equal to the previously paid fees and charges therefore.

Claims and Returns
Any claims for credit or return goods requests must be made within 10 days of Client’s receipt
thereof. Plasmid.com will not accept returned products without prior authorization. To obtain return
goods instructions, please contact your plasmid.com client relations representative. If an error by
plasmid.com results in a shipment of an incorrect order, plasmid.com will, at its option, either ship a
replacement order at no charge or credit the Client’s account for the original product shipped in error.
If an error by the client results in the shipment of an incorrect order and is reported to plasmid.com
within 10 days, the Client may obtain returned goods authorization and return the product(s) for
partial credit. Full credit cannot be issued for returned goods as all products are perishable and the
quality of returned goods cannot be assured. Plasmid.com cannot return original client material
without Client’s prior written consent.

Disclaimer of Warranties and Limitation of Remedies
By choosing to use plasmid.com's services, you (the "Client") agree to the following terms and
conditions: "Biological Materials" means all client materials that have been amplified and processed
by plasmid.com, inventory items, blood samples (sera), protein samples, as well as Clients' original
material. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, THE BIOLOGICAL
MATERIALS AND PLASMID.COM'S SERVICES ARE PROVIDED TO CLIENT "AS IS"
WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND WITHOUT ANY
REPRESENTATION OR WARRANTY THAT THE USE OF THE BIOLOGICAL MATERIALS

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WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHT OF ANY PARTY.

In no event shall plasmid.com be liable to you or any others for any use of the Biological Materials, nor for any loss, claim, damage, or liability, of any kind or nature, including any claim for any special, incidental or consequential damages, which may arise from or in connection with this Agreement or the use, handling or storage of the Biological Materials. Client acknowledges that research grade material provided by plasmid.com is not for use in or on any human hosts.

Indemnification
The Client shall not send to plasmid.com samples presenting direct or indirect hazards, or that may potentially cause direct or indirect harm to the personnel, the interests, or property of plasmid.com. Client agrees to defend, indemnify, and hold plasmid.com, its officers, directors, employees, assigns, and agents harmless from any claim, damage, or liability of any kind which may arise or be connected with any use, handling, or storage of the Biological Materials except to the extent such occurrence arises from the gross negligence or willful misconduct on the part of Aldevron.

Outsourcing
Plasmid.com retains the right to subcontract any services to subcontractors/vendors it selects. Plasmid.com implements an Approved Vendor system that is managed by our Quality System. Plasmid.com provides only essential information to vendors and strives to protect Client confidentiality.

Compliance with Laws and Regulations
We certify that to the best of our knowledge: our goods are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Authorized Uses
Unless otherwise expressly indicated in our catalogues or on the label or other documentation accompanying the Biological Goods, the Biological Goods are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes. You acknowledge that the Biological Goods have not been tested by or for us for safety or efficacy, unless expressly stated in the label or other documentation accompanying the Biological Goods. Without limiting the foregoing restrictions, you warrant to us that should you use or sell the Biological Goods for any use other than research, you shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users and be responsible for obtaining any required Intellectual Property rights. You represent and warrant to us that: you will properly test, use, and, to the extent authorized, manufacture and market any goods purchased from us and any final articles made from them in accordance with in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Governing Law
These Terms and Conditions shall be governed and construed in accordance with the procedural and substantive laws of the state of North Dakota. Any litigation arising under this these Terms or Conditions or any services or products provided by plasmid.com to Client pursuant hereto shall be brought only in the courts of the state of North Dakota or the courts of the United States which are situated in the state of North Dakota and Client consents to and confers personal jurisdiction upon the courts of the State of North Dakota or the courts of the United States which are situated in the State of North Dakota, and expressly waives any objections as to venue in any such courts.