

Orders

1. In custom antibody production, customers will be asked to fill an antigen information sheet in confidence at the outset. This provides Absea with the necessary information to cost the requested services. Once the project is defined Absea will send the customer an order form for authorisation detailing and costing the agreed antibody services.
2. Absea will consider orders that are duly authorised by the appropriate authority and faxed or mailed to Absea by customers.
3. When Absea accepts an order, the order will form the basis of a contract between the customer and Absea.

Marketing rights

1. In monoclonal antibody production, Absea normally does not ask customers for marketing rights. Antibodies and cell lines made for customers are solely the customer's property.
2. In some circumstances Absea may request marketing rights to certain antibodies. Subject to negotiation and written agreement, Absea will reduce antibody production costs for agreed antibodies and pay royalties on net income.

Price

1. The prices quoted for custom antibody services or Absea's products do not include customs duties and packing and carriage charges.

Delivery

1. All orders for Absea's products are subject to availability. Orders for antibody reagents are generally dispatched within 48 hours after acceptance, but Absea will not be liable to compensate customers for late delivery.
2. Delivery will be at the shipping address on the order form.

Payments

1. Absea's products or services will be invoiced in US dollars. Payments should be made in US dollars or equivalent sterling or Euro.
2. When initial or upfront payments are required, Absea will not initiate work before the payment has been made.
3. Customers can decide to terminate a project at any stage. In this situation Absea will refund customers upfront payments made for any work have not initiated.
4. Final payment should be made within 30 days of receiving Absea's invoice.
5. Payment should be made by electronic transfer to Absea Biotechnology Limited, account number 813920854208092014, Swift code BKCHCNBJ110, Bank of China, Beijing Tayuan sub-branch. Alternatively, cheques should be made payable to Absea Biotechnology Limited and sent to: Dr Wei Zhang, Department of Immunology, Institute of Basic Medical Sciences, 5 Dong Dan San Tiao, Beijing 100005, China.

Replacement of Products

1. Products should be inspected immediately upon receipt. Notification of damage, shortages or defects should be given immediately by e-mail or fax.
2. Absea will ensure all products meet agreed specifications prior to shipment. However, if products are unsatisfactory, Absea will replace its products or refund the customer providing that the customer notifies Absea within 10 days of receiving the product.

Liability

1. All Absea's products and services are for research only and are not approved for human therapeutic or diagnostic purposes. Therefore, Absea will not be liable for any claims against Absea's products that are misused in therapies or for diagnosis.
2. For custom antibody services, Absea cannot guarantee to obtain antibodies against a specific antigen provided by customers. Should this happen, Absea will not be liable for the loss of the antigen. Absea, however, will inform customers as early as possible should problems arise so that customers can terminate the project at an early stage.
3. It is customer's responsibility to provide antigens of the required quality. Absea is not liable for antibodies that recognise the contaminated components in the antigen provided by customers.
4. Absea believes that product information given to the customer is accurate, but accepts no liability for any inaccuracies in that information.
5. It is customer's responsibility to ensure that antibodies raised against their provided antigens do not infringe any patents or other intellectual property rights of any third party.

General

1. Contracts and agreements with Absea will be governed by and interpreted in accordance with Chinese law. The Chinese courts will deal with any dispute which may arise from the contract or agreement between a customer and Absea.
2. Absea Biotechnology Limited is registered in Beijing, the People's Republic of China (Number: 110000410158816).

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