

Terms and Conditions

General Terms:

1. The below Terms and Conditions (the “Terms and Conditions”) shall apply to all transactions for the sale and delivery of ePBMC[®] CTL Serum-free Media, Control Antigens, ImmunoSpot[®] Kits, and such other laboratory reagents/consumable products (“Products”) from CTL Reagents, LLC a Cellular Technology Ltd. company (“CTL Reagents”).
2. By ordering, accepting, or using Products, Customer agrees to the Terms and Conditions. All sales and shipments of Products are expressly conditioned upon the Terms and Conditions. No variation or modification of the Terms and Conditions, including anything contained in any order or other documentation provided by Customer, shall be binding upon CTL Reagents unless expressly agreed to in writing by an authorized representative of CTL Reagents.
3. The Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Ohio, USA, excluding its conflict of law rules.

Ordering Information:

1. Orders for Products may be placed by one of the following means: Telephone: (216) 325-7232 Fax: (216) 751-1373, Mail: CTL Reagents, LLC. Attn: Reagents Department 20521 Chagrin Boulevard Shaker Heights, OH 44122-5350, or Email: reagents@immunospot.com Website: www.immunospot.com
2. When placing an order, Customer must submit a valid Purchase Order – including the following information: shipping address, phone number, name of whom the shipment should be addressed to, a billing address, and a method of payment. For ePBMC[®] Products from specific characterized PBMC from random, healthy donors, CTL Reagents will choose the correct PBMC lots, or Customer may search the online ePBMC[®] Database at epbmc.immunospot.com. For Cryopreserved PBMC Products already in inventory, CTL Reagents will ship the Product within one-to-three business days of receiving the order. For custom Products, CTL Reagents may require additional lead time to recruit donors that meet Customer's specifications. Lead time for custom Products will be discussed upon order request. Cancellation/Change Orders must be made in writing and agreed to by authorized personnel of both CTL Reagents and Customer. Cancellation or changes of Orders must be made at least 48 hours prior to the scheduled shipment. Customer is responsible for paying the full order prices for any orders canceled less than 48 hours prior to the scheduled shipment. Donor screening tests are performed for each PBMC lot at the blood and blood component collection site, and all Cryopreserved PBMC Products are shipped already tested.

Donor eligibility is based on a review of ICF, DHQ, physical assessment; acceptable CBC, hematology results and acceptable infectious test results (IDM testing panel). Donor information is self-reported and privacy laws prohibit from independently verifying the accuracy of this information. As such, CTL Reagents does not guarantee the accuracy of the self-reported Donor information.

Delivery Conditions:

1. All orders are shipped FedEx Priority Overnight and International Priority unless otherwise agreed to in writing between CTL Reagents and Customer.
2. Shipping and delivery are arranged based on Customer's request, which CTL Reagents will attempt in good faith to accommodate. Title and risk of loss shall pass to Customer upon delivery to the carrier. Freight collects, FCA or FOB origin.
3. CTL Reagents is not responsible for delivery delays due to reasons outside of CTL Reagent's reasonable control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, strikes, or courier-related delivery failures for any reason.
4. CTL Reagents is not responsible for international delivery delays due to Customs.
5. Products are subject to U.S. export laws, rules, treaties, regulations, and international agreements. International Customers will be responsible for complying with all applicable U.S. and foreign export and import laws, rules and regulations related to the purchase, receipt, or shipments of Products. Customer acknowledges that CTL Reagents is subject to regulation under laws of the United States, under which export or diversion of Products to certain countries is prohibited, including any applicable rules or regulations under the United States Department of State, United States Department of Treasury, and the United States Department of Commerce. Customer shall neither export, nor divert any Products to any person, organization, country, or territory where such is prohibited under the laws of the United States.
6. Delivery times for domestic and international shipments are estimated; CTL Reagents cannot guarantee such dates.

Price Policy:

1. CTL Reagents 's prices are subject to change without prior notification. Please contact CTL Reagents to confirm current pricing, or to request a quote with customized pricing prior to placing any orders.
2. All shipping and handling charges will be indicated on the invoice. Shipping and handling charges may vary according to the weight and size of the package and delivery service options selected. Please contact CTL Reagents about shipping and handling prices.
3. All prices quoted are net prices. Sales tax, duty, tariffs, or other fees imposed by a government authority, will be added where applicable, and paid by Customer.

Payment Terms:

1. Payment is to be made in full to CTL Reagents within 30 days of date of invoice (Net 30) unless otherwise agreed to by CTL Reagents.
2. CTL Reagents only accepts payment in United States currency. Foreign currency will not be accepted. Payments in the form of company checks, cashier checks, money orders, and credit cards (American Express, Master Card, Visa, and Discover) are accepted. Please make checks payable to CTL Reagents, LLC.
3. International orders must be prepaid with wire transfer, ACH, or credit card in USD.
4. A late charge equal to 1.5% per month will be added to outstanding balances which remain unpaid after 30 days from date of invoice. Annual percentage rate is 18%.
5. In the event Customer's account balance is at any time 90 days or more past due, CTL Reagents will not process any new orders until all sums past due and fees are paid in full.
6. Should CTL Reagents have to pursue legal remedies to collect money owed by Customer, then the prevailing party shall be entitled to reimbursement of its costs and reasonable attorney's fees.
7. In addition to any other legal or equitable remedies CTL Reagents may have, should Customer fail to pay monies due and owing, CTL Reagents may notify the Customer to return any and all unused Product that has not been paid for in the same condition in which they were shipped. Customer will be responsible for the cost of shipment back to CTL Reagents.

Use of Goods:

1. All Products received from CTL Reagents are for research purposes only; not for use in diagnostic or therapeutic procedures, or on human beings or animals, or for personal use. Customer shall not: (i) transfer Products, components of Products, or materials made using Products, (ii) resell Products or their components, (iii) use Products as components in manufacturing; or (iv) use Products or their components for therapeutic or diagnostic purposes.
2. CTL Reagents will not be liable for the improper use of any Product provided. Should CTL Reagents receive notice of improper use of any Products, CTL Reagents may refuse future delivery of Products and may terminate the filling of any pending orders.
3. Customer hereby agrees that it will not modify, translate, reverse engineer, decompile, disassemble, or create derivative works of Products or assist any other party in performing such prohibited acts.



Limitation of Damages:

UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CUSTOMER BE ENTITLED TO, NOR SHALL CTL REAGENTS BE RESPONSIBLE FOR, ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION TO, LOSS OF PROFITS) ARISING IN CONNECTION WITH ANY DEFAULT OR BREACH OF OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR USE OF THE PRODUCT.

Indemnification:

Customer and CTL Reagents shall fully, completely, and unconditionally indemnify, defend and hold harmless the other party, and such other party's directors, officers, employees, agents, and affiliates, from and against any and all claims, actions, liabilities, costs and expenses (including without limitation judgment and settlement costs, court costs, and attorneys' fees) arising out of or relating to, or alleged to arise out of or relate to, negligent or intentional acts or omissions of the indemnifying party or any failure by the indemnifying party to perform any obligation or covenant of the indemnifying party in connection with these Terms and Conditions or the use or misuse of Products.

Warranty:

CTL Reagents warrants that Products will perform according to Products' specifications. CTL Reagents will replace all Products free of charge that do not meet the specifications claimed on the Product Data Sheet provided to Customer. Products that have been misused or considered to be unusable due to improper storage or handling will not be covered under CTL Reagents' warranty. Due to the various factors affecting research test results, CTL Reagents does not warrant that any Products are fit for any particular purpose. Products are sold with the understanding that the Customer will determine if the Product is suitable for Customer's application.

CTL Reagents guarantees the performance of Cryopreserved PBMC only if the appropriate CTL Reagents serum-free media products are used exclusively and if the recommended storage and use protocols are followed. Cell and Media performance are not guaranteed if any modifications are made to test systems.

For Cryopreserved Products, Customer shall inspect the delivered Products and notify CTL Reagents of any claims for shortages, defects, or damages within 24 hours after receipt of the Product by Customer. Customers must supply pictures and/or other types of evidence of the aforementioned. CTL Reagents will instruct the customer for product return per CTL Reagent's instructions at CTL Reagent's cost. Any Product not rejected within the 24-hour period will be deemed to be accepted by Customer.



Safety Statement

THESE PRODUCTS ARE FOR RESEARCH USE ONLY; are not intended for direct therapeutic or diagnostic use in humans or animals, or for use in in vitro diagnostic procedures.

WARNING:

CTL Reagents Cryopreserved PBMC Products CONTAIN HUMAN SOURCE MATERIAL. TREAT AS POTENTIALLY INFECTIOUS.

Each donor is tested at collection site and found non-reactive (negative) by an FDA-approved method for the presence of HIV-I, Hepatitis B Virus, Hepatitis C Virus, according to the collection site's IDM testing panel.

However, testing cannot offer complete assurance that HIV-1, Hepatitis B Virus, and Hepatitis C Virus are absent. All human-sourced Products should be handled at the Biological Safety Level 2 to minimize exposure of potentially infectious Products, as recommended in the CDC-NIH Manual, Biosafety in Microbiological and Biomedical Laboratories, revised 2009.

If you require further information, please contact CTL Reagents at 216-325-7232 or write to reagents@immunospot.com.