



Terms and Conditions



General Terms:

The below Terms and Conditions (the "Terms and Conditions") shall apply to each and every transaction for the sale and delivery of ePBMC[®], CTL Serum-free Media, Antigens and Controls, ImmunoSpot[®] Kits, and such other laboratory consumable products ("Products") from Cellular Technology Limited ("CTL").

By ordering, accepting, or using the Products, Customer agrees to the Terms and Conditions. All sales and shipments of the 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 unless expressly agreed to in writing by an authorized representative of CTL.

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:

Orders for the Products will be accepted by one of the following means:

TELEPHONE: (216) 325-7232

FAX: (216) 751-1373

MAIL: CTL

Attn: Reagents Department
20521 Chagrin Boulevard
Shaker Heights, OH 44122-5350

EMAIL: reagents@immunospot.com

WEBSITE: www.immunospot.com

When placing an order, Customer must submit a valid Purchase Order – including information such as 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 will choose the correct PBMC lots, or the customer may search the CTL online ePBMC[®] database at epbmc.immunospot.com.

For Cryopreserved PBMC Products already in inventory, CTL will ship the Product within one-to-two business days of receiving the order. For custom Products, CTL may require additional lead time to recruit donors that meet Customer's specifications. Lead time will be discussed upon order request.

Cancellation/Change Orders must be made in writing and agreed to by authorized personnel of both CTL and Customer.

Orders may not be canceled or changed less than 24 hours prior to the scheduled dispatch time. The Customer is responsible for paying the full order prices for any orders canceled less than 24 hours prior to the scheduled dispatch time.

Donor screening tests are performed for each PBMC lot at the collection site, and all Cryopreserved PBMC Products are shipped already tested.



Currently Available Serological Testing:

- ABO/Rh
- Syphilis
- Antibody Screen
- Anti-CMV (if requested)
- Currently Available Infectious Disease Testing:
 - Hepatitis B Core Antibody (Anti-HBc EIA)
 - Hepatitis B Surface Antigen (HBsAg EIA)
 - Hepatitis C Virus Antibody (Anti-HCV EIA)
 - Human Immunodeficiency Virus Antibody (HIV 1/2 plus O)
 - Human T-Lymphotropic Virus Antibody (HTLV-I/II)
 - HIV-1/HCV/HBV Nucleic Acid Testing
 - WNV Nucleic Acid
 - Trypanasoma cruzi Antibody (Selective Chagas disease testing, a single lifetime test per donor)

Delivery Conditions:

All orders are shipped FedEx Priority Overnight unless otherwise agreed to in writing between CTL and Customer.

Shipping and delivery are arranged based on Customer's request, which CTL will attempt in good faith to accommodate. Title and risk of loss shall pass to Customer upon delivery to the carrier. Freight collect, FOB origin.

CTL is not responsible for delivery delays due to reasons outside of CTL's 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.

CTL is not responsible for international delivery delays due to Customs.

The Products may be 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 the Products. Customer acknowledges that CTL is subject to regulation under laws of the United States, under which export or diversion of the 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 of the Products to any person, organization, country, or territory where such is prohibited under the laws of the United States.

Delivery times for domestic and international shipments are estimated; however, CTL unfortunately cannot guarantee such dates.

Price Policy:

CTL's prices are subject to change from time-to-time without prior notification. Please contact CTL to confirm current pricing, or to request a quote with customized pricing prior to placing any orders.

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 for shipping and handling prices.

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.



Terms and Conditions



Payment Terms:

Payment is to be made in full to CTL within 30 days of date of invoice.

CTL 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.

International orders must be prepaid with wire transfer, ACH, or credit card in USD.

A late charge equal to the lesser of 2% per month will be added to outstanding balances which remain unpaid after 30 days from date of invoice. Annual percentage rate is 18%.

In the event Customer's account balance is at any time 90 or more days past due, CTL will not process any new orders until all sums past due and fees are paid in full. CTL will use good faith efforts to resolve any billing discrepancies with Customer, but Customers are expected to pay on time.

Should CTL have to pursue legal remedies to collect money owed by the Customer, then the prevailing party shall be entitled to reimbursement of its costs and reasonable attorney's fees.

In addition to any other legal or equitable remedies CTL may have, should Customer fail to pay monies due and owing, then CTL 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.

Use of Goods:

ALL PRODUCTS RECEIVED FROM CTL ARE FOR RESEARCH PURPOSES ONLY; are not intended for direct therapeutic or diagnostic use in humans or animals, for use in in vitro diagnostic procedures, or for private use. Customer shall not transfer the Products, components, or materials made using these Products, or, use these products for Commercial Purposes. Commercial Purposes includes (a) use of the Products or their components in manufacturing; (b) use of the Products or their components for therapeutic or diagnostic purposes; 3) resale of the Products or their components.

CTL will not be liable for the improper use of any Product provided. CTL delivers Products to academic teaching and research institutions, commercial enterprises, and scientific researchers for **RESEARCH USE ONLY**. Should CTL receive notice of improper use of any Products, CTL may refuse future delivery of Products and may terminate the filling of any pending orders.

Limitation of Damages:

UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CUSTOMER BE ENTITLED TO, NOR SHALL CTL 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 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 the Products.



Warranty

CTL warrants that the Products will perform according to the Products' specifications. CTL 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's warranty. Due to the various factors affecting research test results, CTL does not warrant that any of the 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 guarantees the performance of Cryopreserved PBMC only if the appropriate CTL Serum-free Media Products are used exclusively and the recommended storage and use protocols are followed. Cell and Media performance is not guaranteed if any modifications are made to test systems.

For Cryopreserved Products, Customer shall inspect the delivered Products and notify CTL of any claims for shortages, defects, or damages within 24 hours after receipt of the Product by Customer. Customer must supply pictures and/or other type of evidence of the aforementioned and ship the Products back to CTL per CTL's instructions and at CTL's cost. Any Cryopreserved 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 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-1, Hepatitis B Virus, Hepatitis C Virus, STS and CHAGAS.

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 at 216-325-7232 or write to reagents@immunospot.com.