

## **Ordering information | Terms & Conditions**

GENERAL TERMS AND CONDITIONS OF SALE | V.01.01.2016

### **ACCEPTANCE**

These Terms and Conditions of Sale (this “Contract”) shall govern all orders for the purchase of products from GROWINGFORMULA LDA (hereinafter referred to as “STEMCELL2MAX”).

The purchaser (hereinafter referred to as “Purchaser”) will be deemed to have assented to this Contract by ordering products. No variation of these terms and conditions will be binding upon STEMCELL2MAX unless agreed to in writing and signed by an authorized representative of STEMCELL2MAX.

### **PAYMENT TERMS**

All invoices are issued at time of shipment and are payable within 30 calendar days thereafter, unless otherwise required by STEMCELL2MAX. Payments should be made to STEMCELL2MAX, NIB: 0010 0000 52675930001 81.

Any products and services tax, sales tax, use tax, manufacturers tax, occupation tax, excise tax, value added tax, duty, customs, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any government authority or measured by the transaction between STEMCELL2MAX and Purchaser will be paid by Purchaser in addition to the purchase price. If STEMCELL2MAX is required to pay any such tax, fee or charge, then Purchaser will reimburse STEMCELL2MAX within 30 calendar days upon receiving a request in writing from STEMCELL2MAX.

If the Purchaser fails to make any payment when due under this Contract, then the Purchaser will pay to STEMCELL2MAX interest on the amount unpaid from the date when payment is due until payment is made at the rate of 2% per annum above the legal rate for the time being of Portugal. STEMCELL2MAX shall be entitled to include any such interest payment on any subsequent invoice provided to the University in accordance with the Agreement.

### **PRICES**

Please contact STEMCELL2MAX for a current price list. Prices are subject to change without notice. The Price contained in the Order shall be fixed for the duration of the Contract.

### **SHIPPING & DELIVERY**

All orders shall be shipped from STEMCELL2MAX, Portugal, freight pre-paid and added to Purchaser invoice as a separate item, unless differently agreed between the Purchaser and STEMCELL2MAX.

Purchaser assumes all responsibility for the importation of the product, including the obtaining of all required permits, licenses or certificates. STEMCELL2MAX shall in no event be liable for the failure of any government to issue such permits, licenses or certificates.

Risk of loss or damage to the products and/or deliverables of services, as well as the obligation to bear any costs relating thereto, shall pass to the Purchaser upon STEMCELL2MAX's making delivery to a carrier at STEMCELL2MAX's facility in good condition. Title to the products shall pass from STEMCELL2MAX to Purchaser when STEMCELL2MAX has been paid the purchase price in full.

## CLAIMS & RETURNS

Product returns will not be accepted by STEMCELL2MAX without prior written authorisation.

If STEMCELL2MAX does not deliver the product according to the order, either a replacement product will be shipped at no charge or the customer's account will be credited.

## AUTHORIZED USES

Products are sold for laboratory Research Use Only, not for diagnostic or therapeutic use, and are not to be administered to humans. The Purchaser agrees to use the Material in compliance with all applicable statutes and regulations.

## COMMUNICATION

The purchaser agrees to provide appropriate acknowledgment of the source of the Material in all publications.

The purchaser acknowledges that StemCell2MAX may use the Purchaser name and logo at no cost for specific purposes, namely in restricted use materials.

## PATENT

The Purchaser acknowledges that the product is or may be the subject of a patent application. Except as provided in this Terms and Conditions, no express or implied licenses or other rights are provided to the Purchaser under any patents, patent applications, trade secrets or other proprietary rights of StemCell2MAX, including any altered forms of the product made by StemCell2MAX. In particular, no express or implied licenses or other rights are provided to use the product, Modifications, or any related patents of StemCell2MAX for Commercial Purposes.

## NO RESALE

The Purchaser shall not make products or any portion of them, in any way, shape or form, including as a component of another product available for the purpose of further resale or alter or remove the product label and the STEMCELL2MAX mark of origin without the express written permission of STEMCELL2MAX.

## CATALOGUES; PRICE LISTS AND ADVERTISEMENTS

Any descriptions or illustrations contained in STEMCELL2MAX's catalogues, price lists and advertisements or otherwise communicated to Purchaser are intended

merely to present a general idea of the products so described. Nothing contained in any of them will form any part of this Contract.

## WARRANTY

Products supplied by StemCell2MAX are warranted to meet the specifications provided on our Product Information Sheets when used under normal conditions in Purchaser's laboratory for a period expiring three months after the date of their purchase or the expiry date specified on the packaging of the product, whichever is earlier.

Should any product fail to perform as specified during the warranty period StemCell2MAX will credit the purchase price to the customer's account or replace the product free of charge. This warranty is exclusive and limits our liability to the replacement of the product or, at our option, full credit of the original purchase price. Any product not covered by an express written warranty is sold "as is", without representation, warranty or condition of any kind, express or implied. A warranty will not apply to a product that fails to perform its specific function due to misuse, improper storage, use beyond expiry date or accidental damage.

## DISCLAIMER

This limited warranty is the sole and exclusive warranty provided by STEMCELL2MAX in connection with the product and is, where permitted by law, in lieu of all other warranties, conditions, guarantees and representations, express or implied, statutory or otherwise in connection with the product, however arising (whether by contract, tort, negligence, principles of manufacturer's liability, operation of law, conduct, statement or otherwise), including, without restriction, any implied warranty or condition of quality, merchantability, merchantable quality, durability, title, non-infringement or fitness for a particular purpose. Any implied warranty or condition of quality, merchantability, merchantable quality, durability, title, non-infringement or fitness for a particular purpose, to the extent that it cannot be excluded under applicable law, will be limited in duration to the warranty period stipulated under the above limited warranty.

In no event will STEMCELL2MAX be liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses, lost profits, failure to realize expected savings, any economic losses of any kind, any loss or damage to property, any personal injury, any damage or injury arising from or as a result of misuse or abuse, or the improper storage, use beyond expiration date, accidental damage to the product or any costs arising from the use, the results of use, or the inability to use, the product, however arising (whether in contract, tort, negligence principles of manufacturer's liability, operation of law, conduct, statement or otherwise).

## INDEMNITY

Purchaser shall, at their own expense, indemnify, defend and hold STEMCELL2MAX, its directors, officers, employees, agents, successors and assigns ("STEMCELL2MAX Indemnitees"), harmless from and against any and all losses, costs, damages and expenses (including, reasonable attorneys' fees and other costs of defending any action) (collectively, "Losses") that we may incur in any way arising out of or relating to (a) any breach by Purchaser of Purchaser obligations under this

Contract, (b) any use of the products not in compliance with the uses stated in the Product Information Sheets, (c) any failure of the Purchaser to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the products, (d) any violation or infringement of any patent, trade secret, copyright, trademark, industrial design, licenses, or other intellectual or proprietary rights ("Intellectual Property Rights") of a third party by the Purchaser in the handling or use of the products, or (e) any other use or misuse of the products by the Purchaser including without limitation any claim of product liability or any similar claim relating to the quality of the products or an alleged defect or deficiency in the products.

#### INTELLECTUAL PROPERTY RIGHTS

STEMCELL2MAX has not verified the possible existence of third party Intellectual Property Rights which might be infringed as a consequence of product manufacture, use, sale, offering to sale or import, and STEMCELL2MAX shall not be held liable for any loss or damages in that respect. The sale shall not, by implication or otherwise, convey any license under any intellectual property right and Purchaser expressly assumes all risks of any intellectual property infringement. Nothing contained in this Agreement will be construed as an assignment to Purchaser of any Intellectual Property Rights in or to the products. All Intellectual Property Rights in or to the products are and will remain the sole and exclusive property of STEMCELL2MAX and are reserved by STEMCELL2MAX.

#### ENTIRE AGREEMENT; INCONSISTENT DOCUMENTS

This Contract and any invoice, statement of work, or the like (if any) issued by STEMCELL2MAX to which this Contract is attached and/or which includes this Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between STEMCELL2MAX and Purchaser with respect to its subject matter. Any proposal for additional or different terms from those in this Contract or documents as aforesaid or any attempt by Purchaser to vary in any degree any of the terms of this Contract or any other document is hereby objected to and rejected, but such proposals shall not operate as a rejection of this Contract, which shall be deemed irrevocably accepted by Purchaser without said additional or different terms, unless STEMCELL2MAX specifically agrees to same in writing. Any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought.

#### INVALIDITY OF PARTICULAR PROVISION

If any provision of this Contract or any part of any provision is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, bylaws or regulations or any other requirements having the force of law, then the remainder of this Contract will remain in full force and effect as if this Contract had been executed without the Offending Provision.

## ARBITRATION

All disputes arising out of or in connection with this Contract, or in respect of any defined legal relationship associated therewith or derived therefrom shall be referred to and finally resolved by arbitration under Portuguese Court.

This Section will not apply to any action or proceeding by STEMCELL2MAX to collect any payment due to it under this Section. Further, either party will have the right to apply to a court of competent jurisdiction for a preliminary or interim injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending resolution of the matter by arbitration.

## GOVERNING LAW

This Contract shall be governed by and be construed in accordance with the laws of the Portuguese Court applicable therein without regard to conflicts of law that would apply a different body of law.

StemCell2MAX has made efforts to ensure that the information provided is correct and it makes no warranties as to the accuracy or completeness of such information.