

Terms and Conditions

1. Acceptance of Terms

These are the terms and conditions ("Terms") on which we (CSTEAM biotechnology LLC, or CSTEAM biotech) will sell products to you, and these Terms will govern all orders and purchases of products from CSTEAM biotechnology LLC. Our offer to sell products is expressly conditioned upon your acceptance of these Terms. Upon purchase, you will be deemed to have accepted these Terms. Our failure to object to any terms and conditions contained in any purchase order or other document shall not be deemed our acceptance of such terms and conditions or a waiver of such terms.

2. Research Use

The products are for research or laboratory use only and are not intended for use in humans or for medical diagnosis.

3. Acceptance

All orders are subject to availability; order acceptance/final pricing will be provided by email from our headquarters in Dublin, Ohio, upon request. Prices do not include shipping, state or import taxes. Orders are typically shipped within 48 hours of acceptance. Prices are subject to change

without notice.

4. Payment Terms

Payment terms are net 30 days, and past due accounts will be subject to interest at 1.5%. MasterCard and Visa are accepted when paying in U.S. dollars. Please contact us for information on accepted foreign currencies. Prices are subject to change without notice.

5. Technical Service

Our Technical Service department is staffed by qualified scientists who are closely involved in all stages of product development. We will do our best to assist you with any questions you may have and welcome any suggestions on how we can better serve your needs. Please feel free to email us.

6. Orders

Orders may be placed by mail. All orders must clearly state the customer telephone number, fax number, complete billing address, complete shipping address, catalog number, product name, quantity ordered, and price. All sales are final. To place a special order, please contact Technical Service at csteam-biomed@hotmail.com.

Buyer agrees to accept products marked in English. Buyer agrees to accept product literature, including data sheets, certificates of analysis, and safety data sheets (if applicable), in English or one of the other languages supported by CSTEAM biotechnology LLC.

7. Product Warranty

CSTEAM biotechnology LLC is committed to providing the highest level of quality and service. Any product that does not meet the performance standards stated in our product literature will be replaced free of charge.

8. Shipping

Products are typically shipped within 48 hours of receipt. Freight is quoted at time of order acceptance. Most products (including all primary antibodies) are shipped at ambient temperature. Some products require wet or dry ice. Additional charges will apply for special packaging or delivery requested by the customer. Unless otherwise specified, products are shipped FOB, freight prepaid and added to the invoice. CSTEAM biotechnology LLC is not responsible for delays due to customs clearance. Please consult your customer service representative for details.

9. Returns and Refunds

Please refer to the Return and Refund Policy page.

10. Disclaimer

Due to the possibility of typographical or human errors, CSTEAM biotechnology LLC is not responsible for errors. CSTEAM biotechnology LLC is also not responsible for pricing errors, the use or misuse of any product, and the methods of use described on web pages and data sheets. In no event shall Seller be liable for any incidental, consequential or special damages arising out of the use or failure of the product, even if Seller has been advised of the possibility of such damages, including but not limited to loss of use, loss of work in process, downtime, loss of revenue or profit, failure to realize savings, loss of Buyer's products or other use or any liability of Buyer to third parties for such losses, or any labor or any other expenses, damages or losses, including personal injury or property damage, caused by such products, unless such personal injury or property damage is caused by the gross negligence of Seller.

11. Limited Rights

You acknowledge and agree that all intellectual property rights in the products and any CSTEAM biotechnology LLC technology, intellectual property and know-how used in the manufacture or use of the products will at all times belong to CSTEAM biotechnology LLC and its licensors. Unless expressly agreed in writing by our authorized representative, your

purchase of products grants you only a limited, non-transferable right to use the quantity of products you purchase from us solely for your internal research purposes and in compliance with the applicable intended use statement, limited use statement, or limited labeling license, if any, in our current catalog, website, or on the label or other documentation accompanying the product (all such statements or licenses are incorporated herein by reference as if fully set forth herein). We do not grant you, expressly, by implication, or by estoppel, the right to resell our products or any component thereof. Unless expressly agreed in writing by our authorized representative, we do not grant you the right to use our products for any commercial purpose, including, but not limited to, manufacturing, quality control, or business services, such as reporting the results of your activities for a fee or other form of consideration.

12. Indemnification

To the extent permitted by applicable law, you will indemnify, defend and hold harmless CSTEAM biotechnology LLC, its officers, agents, employees, distributors and affiliates (the "Indemnified Parties") from and against any claims, losses, damages, expenses or other liabilities (including reasonable attorneys' fees and costs) arising out of: (a) your acts, omissions, use or modification of the Products; (b) our manufacture or sale of the Products in accordance with your instructions, specifications

or other directions; (c) your failure to comply with the Contract; (d) your failure to obtain any applicable additional rights in connection with your use of the Products; or (e) our use of materials you provide to us, unless the claim arises out of the gross negligence or willful misconduct of CSTEAM biotechnology LLC or its affiliates.

13. Limitation of Liability

13.1 To the maximum extent permitted by applicable law, we will not be liable to you for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages (including, but not limited to, cost of insurance, loss of profits, loss of data, loss of business, loss of goodwill or loss of revenue) arising out of or in connection with our products or services, under any legal theory (including, but not limited to, contract, negligence, strict liability in tort or warranty of any kind), even if we have been advised of the possibility of such damages. In addition, our maximum aggregate liability arising out of or in connection with the contract or any product shall be limited to the amount you paid to us for the purchased product.

13.2 Delivery dates and times are estimates only and we will not be liable for any loss, expense, claim or damage arising from delay in delivery (whether in contract, tort or otherwise).

14. Export Controls

You acknowledge that the products received from us are subject to the export control laws and regulations of the United States. You represent and warrant to us that you will not, directly or indirectly (a) sell, export, re-export, transfer, divert or otherwise dispose of any products, software or technology received from us (including products derived from or based on such technology) to any destination, entity or person prohibited by U.S. laws or regulations, or (b) use the products for any purpose prohibited by U.S. laws and/or your local jurisdiction without the prior authorization of the competent government authorities in the U.S. laws and/or your local jurisdiction.