

ORDERING, TERMS AND CONDITIONS

ORDERS

Orders will be accepted by fax, mail or email. Orders may be confirmed but should be marked "CONFIRMATION ONLY". All orders must contain a purchase order number and the name of the person placing the order. Please advise of product catalogue number, full product description, unit size, quantity required, billing and delivery address.

PRICES

Prices are quoted in US dollars, UK pounds and euros. Please advise if a quotation in another currency is required. Prices are subject to change without notice. Discounts are available on all products for bulk orders or standing orders.

PAYMENT

Terms are strictly Net 30 days from date of invoice unless prior arrangements have been made. A 1.5% monthly late charge on account balances over 30 days past due will be added to the invoice total from the date of shipment. Payments can be made by cheque payable to "AROTEC DIAGNOSTICS LIMITED" or by bank transfer (details will be provided on invoice). No deductions can be made for bank and clearance charges.

FREIGHT

EXW AROTEC DIAGNOSTICS LIMITED facility in Wellington, New Zealand sent freight collect or under certain circumstances sent prepaid and added to invoice (please inquire). Products shipped on dry-ice or on gel-ice are subject to an additional packaging charge depending on the number of days the package is in transit. It is the customer's responsibility to notify AROTEC of all necessary documents needed for customs clearance or other purposes. Insurance is the responsibility of the consignee; consignments will not be insured by AROTEC without prior arrangement.

RETURNS

No returns will be accepted without prior written approval by AROTEC. At that time shipping instructions will be issued to the customer to facilitate processing. Only unopened merchandise may be returned. AROTEC must be notified within 10 days of receipt. All shipping costs and a 20% handling/restocking fee will be paid by the customer. In certain cases a re-assay fee may be required. Product must be received by AROTEC within 10 days after return has been authorised. No return of custom manufactured products will be authorised if the product meets the specification agreed upon prior to shipment. No return of bulk product for which a pilot sample has been provided to, and approved by, the customer before purchase will be authorised.

ALTERNATE RIGHT

AROTEC reserves the right to change product specifications (i.e. buffer system and/or additives) as we see fit to maximise product quality and stability.

RESERVATION OF TITLE

All products remain the property of AROTEC Diagnostics Limited until full payment is received by the seller.

CONDITION OF SALE

Products are for research use or further manufacturing use only and should not be used for human, therapeutic or diagnostic applications. The foregoing is in lieu of all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose. In no event shall AROTEC be responsible for loss of profits or indirect consequential damages, including but not limited to personal injuries resulting from use of these products.

WARRANTY AND LIMITATION OF LIABILITY

AROTEC warrants, to the original purchaser only, that the products listed in our catalogue or datasheets are of the composition and purity described therein. AROTEC makes no warranty of any kind, expressed or implied, including warranty or merchantability or fitness for any particular purpose. The entire risk as to the performance of the product is assumed by the buyer. AROTEC shall not be liable for any direct, indirect, special or consequential damages resulting from the use or failure of the product even if AROTEC has been advised of the possibility of such damage including, without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realise savings, loss of products of Buyer or other use or any liability of Buyer to a third party on account of such loss, or for any labour or any other expense, damage or loss occasioned by such product including personal injury or property damage.



AROTEC DIAGNOSTICS LIMITED

AROTEC's sole and exclusive liability and Buyers exclusive remedy with respect to products proved to AROTEC's satisfaction to be defective or non-conforming shall be replacement of such product without charge or refund of no more than the purchase price, at AROTEC's sole discretion upon the return of such products in accordance with AROTEC's instructions. No warranty, replacement or refund will be made for materials that AROTEC has determined, at its sole discretion, to have been rendered defective due to improper use, storage, alterations or storage beyond normal shelf life or for materials removed from the original primary packaging.

The Buyer of this product shall indemnify, hold harmless and defend AROTEC against any and all claims, liabilities, costs or damages of any kind arising as the result of negligence, fraud, misrepresentation, breach of contract or any other cause of action by the Buyer, as the result of use or distribution of the products listed on this or other published data sheets.

Nothing disclosed herein is to be construed as a recommendation to use any of AROTEC's products in violation of any patents. Furthermore, AROTEC does not warrant that the product, either alone, or in combination with other products, is immune from charges of patent infringements. AROTEC will not be held liable for patent infringements or other violations that may occur from the use of any of its products.