

Sales Terms and Conditions for adeno-associated viruses ("AAVs")

General

These Sales Terms and Conditions ("Terms") govern the sale of adeno-associated viruses ("AAVs") by Biohippo Inc. ("Seller") to the buyer ("Buyer"). By placing an order for AAVs, the Buyer agrees to be bound by these Terms.

Potential Factors Influencing AAV Transfection

The Buyer acknowledges that various factors, such as cell type, transfection protocol, and experimental conditions, can influence the outcome of AAV transfection. It is the Buyer's responsibility to be aware of these factors and to evaluate the suitability of the AAVs for the intended application before deciding to purchase.

No Refunds

Due to the costs associated with the production process of AAVs, the Seller will not provide refunds once an order has been placed and the production process has been completed. The Buyer is responsible for understanding and accepting the risks associated with AAV transfection outcomes.

Replacement Policy

In the event of any issues with the adeno-associated viruses (AAVs) provided, the availability of a replacement product is at the sole discretion of Biohippo Inc. ('Seller'). The Seller reserves the right to determine the eligibility for a replacement based on the circumstances of the claim and in compliance with these Terms.

International Shipping and Customs Clearance

For international shipments, the Seller will use dry ice packaging to maintain the integrity of the AAVs for 5-7 business days. The Buyer is responsible for understanding and complying with all applicable import regulations and customs requirements in their country.

The Seller is not responsible for any delays or defects in the AAVs caused by customs clearance issues, including but not limited to delays in processing, inspection, or release of the shipment. It is the Buyer's responsibility to ensure that all required documentation and permits are in place for the import of AAVs.



Limitation of Liability

The Seller's liability for any claim arising out of the sale of AAVs, whether based on breach of contract, negligence, or otherwise, shall not exceed the purchase price of the AAVs. In no event shall the Seller be liable for any special, incidental, consequential, or indirect damages, including but not limited to loss of profits or revenue, loss of use, or cost of substitute goods, arising out of or in connection with the sale of AAVs.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, United States, without regard to its conflict of law provisions. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the State of Maryland, United States.

Entire Agreement

These Terms constitute the entire agreement between the Seller and the Buyer concerning the sale of AAVs and supersede all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No amendment, modification, or waiver of these Terms shall be effective unless in writing and signed by both the Seller and the Buyer.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from these Terms, and the remaining provisions shall continue in full force and effect.

Acceptance of Terms and Conditions

By placing an order for AAVs, the Buyer expressly agrees to comply with and be bound by these Terms and Conditions. The Buyer's order placement serves as an acknowledgment and acceptance of these Terms and any additional terms communicated by the Seller in connection with the sale of AAVs.

