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## GENERAL TERMS & CONDITIONS

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### TERM OF SALES

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These terms cover the conditions of sale and delivery for all products supplied by POIETIS to its customers. Conditions of purchase provided by the customer shall have no validity, even when not expressly described or contradicted.

By submitting their order and accepting delivery of the goods, the customer is deemed to have agreed to these conditions of sale and delivery.

Any additional conditions or terms of sale proposed by the customer shall only become valid following our express written confirmation.

### PRICES

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Prices proposed on current price list are net prices, excluding tax and any applicable duties.

VAT is charged according to the applicable laws in effect.

Prices are subject to change without prior notice.

### LIMITED WARRANTY & LIABILITY

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Product details on the website reflect the applications and conditions for use. Products should be used in accordance with the technical information sheet shipped with the product. Product information is a short version of our product specification. POIETIS reserves the right to change product specifications without prior notice.

All products supplied by POIETIS are warranted, to the original purchaser only, to conform to our specifications provided with the shipment. This warranty does not extend to any product that has been modified in any way by person(s) other than POIETIS personnel or to any products that are handled contrary to the technical information sheet. Should any product fail to perform as warranted, upon notification to our technical support, POIETIS shall replace it at no charge. Our obligation and your only remedy is limited to such replacement of the product or a full credit of the original purchase price of the product. POIETIS reserves the right to discontinue sales of any products or to change product descriptions and formulations at any time without prior notice to purchasers.

POIETIS does not make any other warranty or representation whatsoever, whether express or implied, with respect to these products. POIETIS does not make any warranty of suitability, non-patent-infringement, merchantability or fitness for any particular research use or other purposes of any product. The entire risk as to the performance of this product is assumed by buyer. In no event shall POIETIS be liable for incidental, consequential or punitive damages.

## LIMITED USE LABEL LICENSE

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The purchase of this product conveys to the buyer the non-transferable right to use the purchased amount of the product and components of the product in research conducted by the buyer (whether the buyer is an academic or for-profit entity). The buyer can not sell this product to a third party or transfer this product to a collaborator for commercial purposes, including, but not limited to:

- use of the product or its components in manufacturing,
- use of the products or its components in reverse engineering functionally similar materials,
- use of the product or its components for therapeutic, diagnostic or prophylactic purposes,
- or resale of the product or its components, whether or not such product or its components are resold for use in research

If the purchaser is not willing to accept the limitations of this limited use statement, POIETIS requires immediate return of the product with a full refund.

## PAYMENT

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Payment terms are net 100% with purchase orders (PO).

Payment have to be made by wire transfer.

All prices indicated on invoices include any applicable discounts.

If problem with purchase order acknowledgment such as delivery time or any reason that would led to not accept a PO a full refund will be made as soon as possible.

## DELIVERY TIME & COST

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Orders are shipped from our facility in Pessac, France, STANDARD on MONDAY, and POSSIBLE on TUESDAY. Standard delivery time is between 24h – 48 hours. Please note, we do reserve the right to select the best packaging and shipping method in order to insure the stability of the product and allow efficient order tracking.

Estimated delivery times re however not legally binding.

Claims for compensation due to delayed or non-delivery are excluded.

All deliveries take place at the customer's risk, incoterm FCA Origin. All risk of loss or damage passes to the customer at the point the shipment is collected by the carrier at our facility. The choice of carrier and delivery method is at our discretion, however any and all liability is excluded.

Shipping and handling charges are added directly to your invoice. For standard orders to EU customers, shipping charges are:

- FRANCE: 35€ up to 12 models

- EU: 50€ up to 12 models

Outside EU: Delivery times and shipping charges for orders processed outside the EU vary. If you would like to inquire about processing and shipping time, please contact [sales@poietis.com](mailto:sales@poietis.com)

*Note: Please store our products under the conditions indicated on the technical data sheet upon arrival.*

## **RETURN POLICY**

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All claims for merchandise damaged during transit must be reported immediately to the shipping carrier and then to POIETIS.

For all other returns, return authorization requests must be made within 5 working days of order receipt. A return authorization number is required prior to returning any items and can be obtained by contacting [sales@poietis.com](mailto:sales@poietis.com)

All claims are subject to investigation before return authorization, replacement, or credit can be issued.