

TERMS AND CONDITIONS

THE GENEVA ANTIBODY FACILITY

The Geneva Antibody Platform is an academic not for profit facility operated and administered by the University of Geneva. The aim of the Geneva Antibody Platform is to provide increased, affordable access to recombinant antibodies to the research community (hereinafter referred to as “Customers”).

The services provided by the Geneva Antibody Facility consist in the production and distribution to the Customer of antibodies (hereinafter referred to as “Products”) either discovered by the Geneva Antibody Facility or custom-made based on a publicly known aminoacid sequence or provided by the Customer.

By purchasing products from the Geneva Antibody Facility, the Customer confirms its acceptance of these Terms and Conditions. If the Customer is entering into this agreement on behalf of a company or other entity, the Customer represents that he/she has the legal authority to bind that entity to these Terms and Conditions.

1. SCOPE

All quotations and sales of Products by the Geneva Antibody Facility are exclusively subject to the following Terms and Conditions. By placing an order, requesting a quotation or purchasing Products, the Customer consents to these Terms and Conditions.

2. ORDER, ORDER CHANGES AND CANCELLATIONS

2.1 The Customer may place an order or request a quotation through the Geneva Antibody Facility website at the following address: www.unige.ch/medecine/antibodies. The Customer shall provide the Geneva Antibody Facility with all relevant information to prepare an accurate quote or complete an order. This includes but is not limited to the correct antibody name and accession number, and correct billing and shipping address.

2.2 The Geneva Antibody Platform will endeavour to reply to any requests within 4 weeks. The Geneva Antibody Platform reserves the right to refuse or reject any order or quotation at any time for any reason.

2.3 Any order shall be considered final and binding upon payment by the Customer via the online banking system. Changes of placed orders will only be considered by the Geneva Antibody Facility in exceptional circumstances. Orders may be changed or amended only by written agreement of both parties, stating the particular changes and the effect, if any, on the price and time of delivery. The extra cost of any change will be charged to the Customer.

2.4 Cancellation of an order at any time by the Customer shall result in an immediate charge of one hundred (100) percent of the gross sales price of the original order unless otherwise agreed in writing by an authorised representative of the Geneva Antibody Facility.

2.5 If the Customer provides inaccurate information, or fails to disclose relevant information as mentioned in point 2.1, the Geneva Antibody Facility retains the right to amend the gross sales price to reflect the changes to the order or cancel the order in its entirety and charge one hundred (100) percent of the gross sales price of the original order.

3. PRICES AND PAYMENT

3.1 Payments are made online via the Geneva Antibody Facility website. All prices mentioned are quoted in Swiss Francs (CHF), and might be subject to changes. Prices include value added tax (VAT) where applicable. Shipping and handling charges are included in the product price.

4. TRANSPORT AND DELIVERY

4.1 The Products are delivered by the Geneva Antibody Facility as non-purified supernatant produced in serum-free, chemically defined medium; transport is done at room temperature.

4.2 Delivery times refer to the period from the payment by the Customer until the shipment date of the Products by the transport company selected by the Geneva Antibody Facility. The delivery times mentioned hereunder are estimates and provided for information purposes only.

- For antibodies produced for the first time, delivery time is approximately 4 weeks.
- For antibodies already produced in our facility, delivery time is approximately 2 weeks.

4.3 Shipping times and conditions may vary from country to country, and are dependent on the conditions of the transport company selected by the Geneva Antibody Facility. A copy of the bill and the tracking number of the shipment will be sent to the Customer electronically. It is the responsibility of the Customer to track the course of the shipment and, if necessary, to contact the answerable customs authorities.

5. PRODUCT USE

5.1 The Customer acknowledges that the Products are intended **only for use in laboratory and research**, and shall not be employed for clinical, therapeutic or any commercial purposes. The Geneva Antibody Facility supplies Products only for the purposes of public research, experimental and teaching institutes, technical facilities and pertinent industrial units.

5.2 The Geneva Antibody Facility reserves the right to refuse any order where it reasonably believes that the Products will be used for unauthorised purposes.

6. NO WARRANTIES

6.1 The Geneva Antibody Facility shall perform its obligations by applying its best scientific knowledge and best scientific standards. The Geneva Antibody Facility has only an obligation of means in the production of the Products.

6.2 The Geneva Antibody Facility will use its reasonable efforts to deliver non-purified cell supernatants in serum-free with a concentration that can reach 50-100 mg/L. However, the Geneva Antibody Facility cannot guarantee that all antibodies will be produced at high yields in this system and in yields enough to be detected by its standard procedure, especially when the antibody is produced for the first time at the Geneva Antibody Facility. In such case, no reimbursement is possible.

6.3 The Products are provided as such by the Geneva Antibody Facility without any prior analysis. The Geneva Antibody Facility makes no warranties, either express or implied, including but not limited to warranties of quality, quantity, specificity or potential of replication of the Products.

6.4 The Geneva Antibody Facility makes no warranties that the use of the Products will not violate any intellectual property rights of third parties.

7. LIABILITY

7.1 The Geneva Antibody Facility shall be liable towards the Customer only in the event of fraud or gross negligence for any damages suffered in connection with any order placed and/or completed.

7.2 In the event that the Customer decides to commercialize products and/or services based on the Products, the Customer shall bear the sole responsibility for the conception, use and commercialization of such products or services and shall be liable towards third parties in connection with this conception, use or commercialization. The Customer agrees to indemnify and defend the Geneva Antibody Facility against any such claim from third parties brought against the Geneva Antibody Facility.

8. INTELLECTUAL PROPERTY

8.1 Title to and ownership of Products shall be vested with the Customer upon full payment of the purchase price by the Customer.

8.2 All know-how and intellectual property rights in respect of assays, reagents, antibodies, proteins, cell lines, vectors, working and testing methods, procedures and protocols originated or used by the Geneva Antibody Facility prior to any Customer's order shall be retained by the Geneva Antibody Facility.

9. APPLICABLE LAW AND PLACE OF JURISDICTION

Swiss law shall be applicable and the venue for any legal disputes shall be Geneva, Switzerland.

10. MISCELLANEOUS

If a provision in these Terms and Conditions in the context of other agreements is or becomes legally unenforceable, only that provision shall become null and void and all remaining provisions shall remain enforceable and in effect.

Valid as of October, 2018