

# Ordering Information

## Placing an order

**By fax:** +33 (0)1 3904 6870

**By telephone:** UK: 0808 234 8063  
Germany: 0800 182 5178  
Austria: 0800 296 141  
Switzerland: 0800 563 629  
Europe: +33 (0)1 3904 6880

**By e-mail:** [orders@clontech-europe.com](mailto:orders@clontech-europe.com)

**By mail:** Takara Bio Europe, SAS  
Attention: Customer Service Department  
2, av. du Pdt. Kennedy  
F-78100 St-Germain-en-Laye  
France

**Online:** [www.clontech.com](http://www.clontech.com)

### To expedite your order, please provide the following information:

- Customer account number
- Shipping address
- Billing address
- Purchase order number
- Catalog number and product description
- Size and quantity of product
- Purchaser's name and telephone number
- End user's name and telephone number
- VAT number if applicable

### Place an order 24 hours a day

Orders can be placed 24 hours a day by fax or e-mail. Customer Service Representatives are available between 9:00 am and 6:00 pm Central European Time, Monday through Friday to take your order. In most cases, orders are shipped within 24 hours. Written confirmation of telephone orders is not usually necessary. However, if you do send a written confirmation, please clearly mark it as such to avoid order duplication. No minimum order quantity is required.

## General Terms and Conditions

We are shipping these goods subject to the General Terms and Conditions detailed herein (the "Terms"). You will be deemed to have assented to these Terms unless you notified our Customer service department within 48 hours and returned the goods to us within 15 days after your receipt of the goods. Our failure to object to provisions contained in any purchase order or other form or document from you shall not be construed as a waiver of these Terms nor an acceptance of any such provision. These Terms, including all writings incorporated herein by reference, any quotation issued to you by us, and those specific terms of a purchase order or other document that are either consistent with these Terms or expressly agreed upon by us in writing, constitute the entire contract between us, and supersede all prior agreements and understandings between us, whether written or oral, relating to the subject matter hereof. In the event of a conflict, a quotation takes precedence over these Terms, and a written contract signed by both of us takes precedence over

## Ordering Information continued

### General Terms and Conditions continued

either. If one or more of these Terms are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms shall be unimpaired.

All products are supplied on the condition that they are used for research purposes only. They are not to be used for drug or diagnostic purposes, nor are they intended for use in or on humans. By accepting delivery of our products you are expressly agreeing to use our products for research purposes only. We recommend that our products be used in accordance with the NIH guidelines developed for genetic research.

Clontech Laboratories, Inc. products may not be resold, modified for resale, or used to manufacture commercial products without written approval from Clontech Laboratories, Inc. Some products sold by Clontech Laboratories, Inc. may require a license before purchasing. For licensing information, please contact a licensing representative at +1.650.919.7320 or e-mail [licensing@clontech.com](mailto:licensing@clontech.com). No license or immunity under any patent is either granted or implied by the sale of any of our products except as may be given in any respective label license or limited use statement (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). You should evaluate whether your use of Clontech products requires permission from any third parties.

Takara Bio Europe, SAS and Clontech Laboratories, Inc. disclaims any and all responsibility for any injury or damage which may be caused by the failure of the buyer or any other person to use these products in accordance with the conditions outlined herein and on the Certificate of Analysis or product manual.

Clontech Laboratories, Inc. products are warranted to meet our product specifications in effect at the time of manufacture as set forth on the applicable Certificate of Analysis. If you experience a technical problem with any product, please contact the Technical Support Department promptly by telephone or fax (see contact information on page 6 in this catalog) or e-mail [tech@clontech-europe.com](mailto:tech@clontech-europe.com) or contact the relevant Clontech affiliates or distributors your order was placed with. Clontech Laboratories, Inc. expressly warrants that this product conforms to the specifications set forth on the applicable Certificate of Analysis. Notice of nonconforming products must be made to Clontech Laboratories, Inc. prior to the end date of the product shelf life as specified in the Certificate of Analysis pertaining to the product. If Clontech Laboratories, Inc. determines that this product does not conform to the said specifications, we will replace this product at no additional cost to you. This limited warranty shall not extend to anyone other than the original purchaser of the product. This product warranty limits Takara Bio Europe, SAS and Clontech Laboratories, Inc.'s liability to the replacement of the product only. This limited warranty applies to all Clontech Laboratories, Inc. sales made domestically or international. Clontech Laboratories, Inc. disclaims all other warranties, either express or implied, including without limitation implied merchantability or fitness for a particular purpose, or similar obligations on the part of Clontech Laboratories, Inc.

Any provision herein to the contrary notwithstanding, in no event, shall Clontech Laboratories, Inc. or Takara Bio Europe, SAS be liable for loss of profits, loss of use or direct, indirect, punitive, special, incidental, or consequential damages, including but not limited to loss of research or development, anticipated profits or other economic loss, even though Clontech Laboratories, Inc. may have been advised or may otherwise know of the possibility of such damages. In no event shall the

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## General Terms and Conditions continued

liability of Clontech arising in connection with any products or with delivery, use, or performance of the same (whether such liability arises from a claim based on contract, warranty, tort or otherwise) exceed the actual amount paid for the product.

### Changes, Cancellations or Returns

Orders for regularly stocked items may be cancelled at no charge provided that we receive notice before the order is shipped. Cancellations after the order is processed for shipping is usually not possible and will in all circumstances be subject to a restocking fee. Additions to an order after processing and shipping may be subject to additional freight and ice charges.

Products should be inspected upon receipt. Our Customer Service Department must be notified of any claims for shortages or damages within 48 hours of receipt of the goods or they shall be accepted by you and deemed to conform to the Terms. Authorization for all product returns must be approved by our Customer Service Department and a return authorization number given to you prior to the return of goods. In order to receive credit, the products must be returned in their original, received condition unless you, like in some instances of defect or damaged product, are required by us to destroy the product at your site.

A freight and restocking charge shall be charged on returns that are not the result of any error or fault of Takara Bio Europe/Clontech. Not all items will be authorized for return, due to temperature and packing requirements. Items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for product credit. Goods may not be returned for credit more than 15 days (contact to receive authorization must be taken within 48 hours) after your receipt of the goods. Shipping charges will not be credited. Cancellations after the order is shipped but before receipt at the customer site are subject to the same restocking fees and Terms stated here.

Orders for custom products or custom packaging may not be cancelled without the express written consent of Takara Bio Europe. Custom products or custom packaging refers to any products that is manufactured for a specific customer and are not routinely offered for sale to other customers

### Pricing and Payment Terms

We reserve the right to delete or change specifications, including price, at any time without notice. For the most up-to-date pricing information on any product, please contact the Customer Service Department, your Territory Manager or your local distributor.

Unless a purchasing account and a credit limit have been established, a prepayment might be required. Payment should be done by check or bank transfer using European IBAN and SWIFT codes, SEPA payment possible. For open account shipments, payment terms are net 30 days from date of invoice in the currency indicated on the invoice. No discount is granted for payments before the due date. If you fail to pay any invoice when due, Takara Bio Europe may charge you a late payment charge equal to 1,5 times valid official French interest rate. If the account or any part thereof is referred for collection, you agree to pay all collection costs and attorney's fees. If you are a tax-exempt agency, please submit a copy of your tax exemption certificate or your VAT number with your purchase order or fax a copy to Attn: Customer Service at: +33.1.3904.6870.

## Ordering Information continued

### General Terms and Conditions continued

#### Shipping Information

All shipments are FCA Lognes (France). Takara Bio Europe, SAS is not liable for any delay, loss or damage to the product during the course of shipment. This includes accidents, theft, vandalism, labor difficulties or disputes, weather extremes, other acts of nature, or any other circumstances. At our discretion, we may issue a product credit or refund for the product value and shipping charges. Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between us shall be paid by you in addition to the prices quoted or invoiced. If we are required to pay any such tax, fee or charge, you shall reimburse us therefore or provide us at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Shipping charges are prepaid and will be added to your invoice.

#### Orders are shipped by the following carriers:

- **Orders requiring dry ice:** shipped via express carrier, Monday through Wednesday.
- **Orders requiring blue ice:** shipped via express carrier Monday through Wednesday.
- **Orders requiring no ice:** shipped via express carrier, Monday through Friday.
- **Hazardous items:** shipped by an appropriate carrier.

Normally, all items are shipped in a single shipment. If this is not possible, we will ship a partial order. Additional freight and ice charges may be applied to partial shipments. If you do not want a partial shipment, please indicate this when placing your order.

**For the latest update of our terms and conditions, please see [www.clontech-europe.com/ordering](http://www.clontech-europe.com/ordering)**