

## BIOASSAY SYSTEMS' ORDERING INSTRUCTIONS

To place an order, please use one of the following options:

- Fax: 510-782-1588
- Phone: 510-782-9988, 877-782-3888 (toll free)
- Online: order online
- Email: order@bioassaysys.com

Our ordering and remittance addresses are the same,

BioAssay Systems  
3191 Corporate Place  
Hayward, CA 94545. USA

Please provide the following information when placing an order:

- Product information: product name, catalog number, number of units and price per unit.
- Complete shipping address: street name and number, city, state, zip code, country (No PO box number, please).
- Complete billing address, if different from delivery. Contact name, organization, telephone or fax number and email.
- Payment method: purchase order or credit card. Currently we accept Visa, MasterCard, American Express and Discover.

### TERMS AND CONDITIONS OF SALE

By placing an order with us, the customer agrees to the following terms,

**Order Cancellation.** To cancel an order, the customer should notify BioAssay Systems before 2:00 pm pacific time on the same day as the order was placed. A 10% cancellation fee will be assessed. Later notices will be treated as Returns (see below *Returns and Replacement*) with all applicable fees. Orders which are refused at delivery will be assessed all of the applicable fees listed above - including restocking, cancellation and other applicable fees.

**Shipping.** Orders received before 3:00pm are usually shipped the same day. BioAssay Systems will notify customers if products they have ordered are not in stock and give an approximate date of delivery. Unless otherwise agreed, all US domestic shipments will be made through Fedex 2nd day service. Shipping/special handling costs and sales tax if applicable will be added to the invoice. BioAssay Systems may pack multiple kits in one box, unless the customer specifically requests separate packaging. The customer shall notify us of any shortages, defects or damages within 10 business days upon receiving the goods. If it is our error, we will replace the missing components or products as soon as possible. If the customer shall fail to notify us of any defects within 10 days after delivery of the goods, such goods shall conclusively be deemed to conform to the terms and conditions of sale and to have been irrevocably accepted by the buyer.

**Payment.** Our payment terms are 30 days from invoice date. All payments should be addressed to BioAssay Systems, and must be in US dollars and sufficient to cover any bank and currency exchange charges. Late charges of 1.5% monthly may be added to invoices not paid within the 30-day time period. Late charges must be paid before subsequent orders can be shipped.

**Returns and Replacement.** We do not accept return of certain sensitive products such as products that need to be shipped on ice pads or dry ice. A return authorization should be requested within 10 business days upon receiving the product. A 15% restocking and applicable shipping fees will be charged on any authorized return. Request for replacement has to be approved by BioAssay Systems. The customer agrees to pay the shipping and handling fee.

**Warranties.** BioAssay Systems assumes no warranty of any kind, expressed or implied, beyond the scope described of its products. Our sole liability is limited to replacement of product or refund of the purchase price, in our sole discretion, upon customer's satisfactory proof of defect in the product. BioAssay Systems reserves the right to discontinue a product, to change specifications or modify component(s) of a product, without incurring any obligations. By accepting our product, customer assumes all liability and will indemnify and hold BioAssay Systems harmless for any consequence from the use or misuse of the product. BioAssay Systems shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver due to any cause beyond its reasonable control, including, without limitation, embargo or other governmental act, regulation or request affecting the conduct of its business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.