

Gator Bio Terms of Service

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Terms and Conditions of Sale:

General

Any sales of instrument(s), consumables (s), reagents (s), software, or service (collectively hereinafter referred to as the "Product(s)") accepted by Gator Bio, Inc ("Seller") are subject to these terms and conditions. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between the party purchasing the Product ("Buyer") and Seller. This contract cannot be modified or canceled without the written agreement of both parties. Agents and sales representatives of Seller have no authority to make any representations not included therein, and any such representations should not be relied on by Buyer.

License

Buyer acknowledges that any software programs included with the Products are licensed to Buyer under the terms and conditions of the click-through license agreement provided with the software and that title to the software (or any copies thereof) is not transferred to Buyer.

Prices

Unless Seller has specified in writing that any quotation is binding for a specified period not yet expired, price quotes are subject to change at any time prior to shipment of the Products.

Irrespective of any prices quotes by Seller or listen on Buyer's order, an order is accepted only at the prices shown on Seller's written quotation. Prices and payment terms will be indicated on Buyer's purchase order. Our Product prices do not include any taxes (including VAT), duties, levies or other government feeds that may apply to your order. If they apply the Buyer is responsible to pay them. If Buyer claims any partial or full exemption, the Buyer must provide a valid, signed certification or letter of exemption.

Payment

Buyer shall pay to Seller the invoice price of the Products sold hereunder in full within 30 days after the invoice, unless otherwise agreed by the parties in writing. Seller reserves the right to require alternative payment terms, including, without limitation, site draft, letter of credit, or payment in advance. Any amounts not paid when due will bear an interest at a rate of 18% per annum, or if lower, the maximum rate permissible by law,

All orders are subject to credit approval by Seller. With respect to an order on which credit is not extended by Seller, shipment or delivery shall be made, at Seller's election, cash with order (in whole or in part), C.O.D., letter of credit or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection (plus 18% interest of Sight Drafts not paid at maturity) for the account of Buyer. If the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled, in addition to any other remedies at law or in equity, to (i) stop or divert any shipment in transit (ii) cancel any order than outstanding and/or (iii) receive reimbursement for its cancellation charges.

If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

Shipment

All Products shall be suitably packed for air and ground shipment, unless otherwise requested by the Buyer and agreed to in writing by the Seller. Buyer is responsible for standard delivery and handling charges, in application and our Product prices do not include such charges.

Delivery terms shall be specified on the Buyer's purchase order. Seller shall attempt to comply with, but will not guarantee, shipping date and loading and routing instructions.

In the event of a default by Buyer, Seller may decline to make further shipments without waiving any of its rights under such order. If, despite such default, Seller elects to continue to make shipment, its action shall not constitute a waiver regarding, or otherwise diminish, Seller's legal remedies with respect to such default of any future default.

Delivery; Cancellation or Changes by Buyer

The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or any part of the order so affected, or to reschedule shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled by Buyer only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed by Buyer except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

Warranty

Seller warrants that the instrument (the ‘Instrument(s)’) purchased from Seller will be free from defects in materials and workmanship during the applicable warranty period, provided that the Instrument has been operated at all times in accordance with the instruction manual and user guide by or under the direct supervision of a certified operator who has attended Seller’s training course for the Instrument. If the instrument is installed by an authorized field service engineer of Seller, then the warranty period for the Instrument ends 24 months after the date of installation. This warranty covers the cost of parts, labor, and travel.

Seller warrants to the Buyer that replacement parts will be new or of equal functional quality and warranted for the remaining portion of the original warranty or 90 days, whichever is longer.

Seller does warrants to the Buyer that software will perform in substantial compliance with the written materials accompanying the software. Seller does not warrant uninterrupted or error-free operation.

Confidentiality

Buyer agrees to keep confidential any non-public technical information, commercial information (including prices, without limitations) or instructions (including any protocols or instrument details) received from Seller as a result of discussions, negotiations, and other communications between buyer and Seller in relation the Products. All specifications, data, and other technical information furnished by Seller to Buyer may not be copied or made accessible to third parties without Seller’s prior written consent.

Nonsolicitation

Buyer will not solicit the employment of any employee of Seller who has come into contact with Buyer in connection with the Products or services provided to Buyer.

No Consequential Damages; Limitation of Liability

Seller shall not be liable for consequential damages, for anticipated or lost profits, incidental, indirect, special, or punitive damages, loss of time, loss of use, or other losses, even if advised of the possibility of such damages, incurred by Buyer or any third party in connection with the Product provided by the Seller. Seller’s total cumulative liability in connection with this agreement, including for any liability to account of a claimed defect in any Product delivered by Seller, shall in no event exceed the purchase price of the Product paid by buyer on which the claim is based.

Force Majeure

Force Majeure means any cause not within the reasonable control of the party affected. Seller shall not be liable for failure to perform occasioned by the events of Force Majeure including: strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor, or transportation, fires, storms, floods, earthquakes, explosions, pandemics, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, trade wars, orders given by public authority or any other cause beyond the reasonable control of Seller.

Compliance with Export Controls

Gator Bio, Inc. strictly adheres to U.S. Treasury guidelines, including those enforced by the Office of Foreign Assets Control (OFAC); we do not sell products to countries, entities, or individuals subject to U.S. restrictions. For more information, please refer to the U.S. Department of the Treasury’s export control and country information. (ofac.treasury.gov)