

Terms and Conditions of sale

1. Seller

The Seller is Kinasource Ltd, Unit 9 South Dudhope Mill, 77 Douglas Street, Dundee DD1 5AN, Scotland, UK.

2. Product

The Product is any antibody or peptide or protein, sold by the Seller, but excluding research services such as KESTREL, Substrate Finder or KinaseFinder or any other research services or advice offered by Kinasource.

3. Buyer

The Buyer is the customer or his agent, who orders and purchases the Product.

4. Acceptance

All sales of the Products are subject to the Terms and Conditions contained herein.

5. Ordering

The Products can be ordered in writing from:

Kinasource Ltd, Unit 9 South Dudhope Mill, 77 Douglas Street, Dundee DD1 5AN, or per Fax at +44 5600 753901 or per email to axel.knebel@kinasource.co.uk.

The Seller accepts both formal and unformal Orders, as long as they are in writing.

All Buyers must provide the delivery address, an invoice address and a telephone number for delivery purposes. Buyers from the United Kingdom and the European Union must provide their VAT-number.

5a. Import Permits

Buyers from the United States of America require an import permit for the sheep antibodies. The Seller is not aware of any other country which may require an Import Permit, however, for the avoidance of doubt, the customer is responsible for providing any required import documents. Customers from the United States should apply for an import permit with the United States Department for Agriculture (USDA). Please visit: <http://www.kinasource.co.uk/Antibodies/Import Permit Advise.html> for further advise. The Seller needs the signed and dated Import Permit. Proof of application is not sufficient.

6. Payment

Terms of sale are net 30 days of date of invoice unless otherwise stated. Buyers who have not paid outstanding invoices after the payment date may be refused to be provided with the Products until the outstanding funds have been received. Buyers who pay regularly very late may generally be refused to be sold any Products.

7. Delivery

The delivery to customers in Scotland, England and Wales and Northern Ireland is free of charge. All other Buyers will be charged the equivalent of £30.00 for shipment.

8. Variations

The Seller reserves the right to change the batch of the Products without informing the buyer in advance.

9. Cancellation of orders

The Buyer may cancel the purchase order, if he becomes aware that a batch has changed and he believes that a new batch may not be suitable for his purposes. In this case, the Buyer has to take care of and to pay for the delivery of the Product back to the Seller, if the Products

were already delivered to the Buyer. The Seller will not accept returns if the vials or the sealed bags were opened.

10. Warranties and Liabilities

The Seller warrants that the Products can be used for the purposes described and displayed in the datasheets. The Seller makes no representation or warranty that the use of the Product will provide the desired objective if different from the use described and displayed on the datasheets. The Seller does not accept any liability whatsoever for the consequences of using the Product.

11. Claims and complaints

Any claims or complaints about the Products are to be made in writing and send per letter to Kinasource Ltd, Unit 9 South Dudhope Mill, Dundee DD1 5AN, Scotland UK, or fax to +44 5600 753901 or email to axel.knebel@kinasource.co.uk . The Seller will then contact the Buyer and seek to resolve the complaint.

12. Compensation

If the Seller is satisfied that the Buyer has a valid complaint regarding the Product, the Buyer will be compensated with either a Credit Note of a value not greater than the costs of the Product affected or with a replacement by a Product, which is not faulty to the best of the Sellers knowledge. In no case will the Seller indemnify or compensate for any additional costs, such as, but not exclusively, the loss of time, the costs of other reagents, or the consequences of obtaining a false experimental result, which were incurred by a Product failure.

13. Product Safety

Antibodies: The antibodies have been raised in Scotland in animals, which were under veterinary supervision and deemed healthy and were affinity purified against the appropriate immobilized epitope. The antibodies were not tested for the presence of pathogens and the Seller does not warranty that the antibodies are free of pathogens. The Seller advises to use good laboratory practice, including the use of protective clothing, gloves and eyeshields when working with the antibodies. The antibodies are dissolved in buffers, which do not contain chemicals that are harmful at the concentration and amount provided. The antibody formulation does not contain azide.

Proteins: It was not tested if the proteins are harmful, however it can be reasonably assumed that both the recombinant and the purified proteins are harmless, if used as intended for research. They are formulated in a buffer, which does not contain substances that are harmful in the amount and concentration provided.

14. Product characterization

Antibodies: The antibodies recognize the epitopes they were made against, tested by Western Blotting and/or Immunoprecipitation and/or where stated other methods. Although reasonable care is taken to market only antibodies, which are useful and deemed to be of good quality, the Seller does not warranty that the antibodies recognize exclusively the intended epitopes. It is in the nature of polyclonal antibodies to have at least some affinity to other molecules and the Seller advises that appropriate methods are to be used to reduce any undesired crossreactivity.

Proteins: The vials contain mainly, but not exclusively the indicated proteins. As in almost all protein preparations, there will be contaminants of unknown identity. The purity of the proteins is indicated on the datasheets.

15. Intended use of the products: Applications

The antibodies have been developed exclusively for the use in biochemical research. The antibodies were selected for sale because of their good quality and most of the antibodies have been used and validated for scientific publications. Nevertheless, in other Applications the target protein may not be recognised, because of its low abundance, steric inhibition, degradation or other reasons. In contrast undesired epitopes may be recognised (cross reactivity) because of their high abundance in the protein extract.

16. Prohibited use

The antibodies must not be ingested, inhaled, injected or in any other form applied to animals, humans, plants or any other organism. They are not indented, tested for or licenced for the use as diagnostics or for medical treatment. Injection into the bloodstream or inhalation may be harmful or lethal, because of immunereactions or other reasons.

17. Governing Law

All disputes as to the legality, interpretation, application or performance of this Order or any of its Terms and Conditions shall be governed by the laws of Scotland. Each entry to this Order agrees that any dispute arising between them which results in either party instituting court proceedings may be litigated in the Courts of Scotland.

Dundee July 2006.