

Webshop General Conditions

Webshop General Conditions ^[1]

AntibodyChain Webshop General Conditions

This webshop is brought to you by AntibodyChain International BV. If you have any comments or queries about the website please contact us.

Customer

1. By placing an order in this webshop you accept AntibodyChain Webshop's General Conditions as stated in this document. You declare to be authorised to enter into this agreement on behalf of the company that you specified on the order form.
2. The AntibodyChain Webshop's services are only available for legal persons. The legal person you represent is hereinafter referred to as "Customer". The Customer is not considered a consumer as defined in any consumer protection legislation.

ABC Webshop Account

3. Customers may apply for a ABC Webshop Account by completing the form that is provided in the webshop.

Contractual partner

4. AntibodyChain International BV (hereinafter referred to as "ABC") does not produce antibodies or any other biotechnical products offered in our shop. ABC performs an intermediary function between Customer and the companies specified in the offer of products in our shop (hereinafter referred to as "Supplier(s)"). This means that, when the Customer places an order via the AntibodyChain Webshop (hereinafter referred, to as "ABC Webshop") the Customer enters into a Purchase Agreement with the Supplier(s) for the purchase of the products as specified in the offer of products and in the complete overview of the order. During the ordering process it is clearly specified with which Supplier(s) you are concluding an agreement.

5. The current AntibodyChain Webshop General Conditions take precedence over general conditions of Supplier(s). If any condition of Supplier is contrary to these General Conditions the Supplier's condition shall not apply.

Products

6. The ABC Webshop advertises primary and secondary antibodies, kits, lysates, proteins and peptides (hereinafter referred to as "Product(s)"). All of these Products are intended for use in research.

7. All Product advertised in the ABC Webshop are offered by the Suppliers. The Supplier is responsible for the correctness of the product information provided in the ABC Webshop. Although the ABC Webshop and the Suppliers give their best efforts to only provide correct information, neither the ABC Webshop nor the Suppliers do accept responsibility for mistakes. Support requests regarding Products, like requests for product characteristics, availability of the product, delivery status, etcetera may be directed to the ABC Webshop and will be forwarded to the concerned Supplier.

8. ABC reminds you of the fact that the purchase or use of any Product in any test involving either animals or humans as well as the administration of any Product to animals or humans may fall within the scope of specific national or regional legislation or regulation regarding medical products, medical treatment or medical research. Neither ABC, the ABC Webshop, nor the Supplier is able to assess applicability of such national or regional legislation. The use of any Product in research, as well as compliance with all applicable legislation and regulation, therefore remains the sole responsibility of the Customer purchasing the Product. ABC, the ABC Webshop and the Supplier(s) advise Customers to check the applicability of national or regional legislation or regulation prior to ordering Product(s) and may not be held responsible for any regulatory enforcement or otherwise.

Ordering

9. By returning the ordering form, the Customer accepts the current General Conditions. The ABC Webshop will confirm the order by returning the Order Overview (I) listing purchased Products and the concerned Supplier(s); (II) providing information about the terms of the Purchase Agreement(s) in respect of the procedure to be followed in case of non-conformity or other problems; and (III) referring to the current General Conditions.

Invoicing

10. The ABC Webshop will invoice the Customer for the purchase of Product(s) immediately. The invoice will include purchase costs and VAT if applicable. Handling costs are not included. Invoices are payable within 14 days after receipt. In case the Customer holds an ABC Webshop account the invoices are payable within 14 days of delivery of the Product(s).

Payments

11. All invoices that have not been settled by the due date will be increased as of right and without formal notification of default by an automatic penalty of 10% of the outstanding sum by way of compensation and interests, with an absolute minimum charge of EUR 40,-. Payments should mention the references indicated in the invoice (the order number).

Execution of the Purchase Agreement

12. After settlement of the respective invoice or in case the Customer holds an verified ABC Webshop account ABC Webshop sends the order to the concerned Supplier(s). The Supplier(s) is/are responsible for shipment of the Product(s). The Purchase Agreement is executed by the Supplier(s) by shipping the Product(s) to the address the Customer provided during the ordering process.

13. Shipping will take place either by DHL or by any other suitable carrier selected by the Supplier.

14. If under exceptional circumstances the Supplier is not able to deliver the Product as offered, the ABC Webshop will inform the Customer about this. If the Customer made an advance payment, the ABC Webshop will refund that. Any additional cost will be carried by the Supplier.

Non-conformity

15. In case of non-conformity of the received Product(s) or any other complaints the Customer may contact the ABC Webshop. The ABC Webshop will inform the concerned Supplier that the non-conformity procedure of the Supplier as stated on the ABC Webshop website and the Order Overview shall be followed. Information on the applicable non-conformity procedure is given in the Order Overview and/or on the ABC Webshop website.

Limitation of liability

16. In no event shall ABC or the ABC Webshop be liable for any direct, incidental or consequential damage, or damage for loss of profits, revenue, data or use, incurred by the Customer or any third party, whether in action in contract or tort, arising from Customer's access to, or use of the website or any content provided on or through the website.

17. In no event shall ABC or the ABC Webshop be liable to any damage caused by the use of Product(s) purchased via the ABC Webshop.

18. ABC or the ABC Webshop do not accept any liability for errors in price or specification of Product(s) offered on the ABC Webshop.

Intellectual property rights

19. All intellectual property rights to the ABC Webshop are held exclusively by ABC.

Applicable laws and competent courts

20. The agreements made between ABC or the ABC Webshop and the Customer will be governed by the law of the Netherlands. Any disputes shall be submitted to the competent judge in Amsterdam.

Latest revision: June 2014.

Source URL: http://www.antibodychain.com/content/webshop_general_conditions

Links:

[1] http://www.antibodychain.com/content/webshop_general_conditions