

## **SALES TERMS AND CONDITIONS FOR CELL TESTING AND CUSTOM CULTURE SERVICES**

Welcome to CellBank Australia, and thank you for your interest in purchasing Cell Testing and/or Custom Culture services from us. CellBank Australia is a repository specialising in the growth, quality control, storage and distribution of Cell Lines. CellBank operates as a not-for-profit facility and aims to recover costs from sales of products and services. We value your business and our goal is to make your purchasing experience as smooth as possible. These are the terms and conditions under which we sell Cell Testing and Custom Culture services.

### **Sales Terms and Conditions for Cell Testing and Custom Culture Services**

1. Service prices shall be those listed on the CellBank Australia website ([www.cellbankaustralia.com](http://www.cellbankaustralia.com)) and are effective on the date at which testing samples are received. Where a quote has been issued to a specific client, the quote price becomes the effective price for that client until the quote expiry date is reached. We reserve the right to alter website prices without notice.
2. Clients will be invoiced on completion of cell testing or custom culture services. All invoices are payable net 30 days from date of invoice.
3. Payment by purchase order can only proceed if at least one person from that research laboratory or organisation has completed a Client Account Application form and received a Client Number. Samples will not be processed without an appropriately issued Client Number.
4. Charges for delivery of material to the facility must be paid by the customer. The customer has full responsibility for appropriate packaging and shipping of material in a manner compliant with IATA regulations, OGTR requirements, and other appropriate regulatory authorities.
5. CellBank Australia accepts no responsibility for the loss or inappropriate handling of material during shipping to the facility. Responsibility for that material passes to CellBank Australia only on its receipt by a CellBank staff member. When material is shipped from the facility to a client, responsibility for that material remains with CellBank Australia until it is received by a member of the laboratory requesting that service.
6. The customer is required to fill out a submission form for each sample of material, which includes information on its biohazard status. The material will be handled within the repository in accordance with this information. The customer has a responsibility to complete all appropriate sections as directed and to confirm that all information submitted is complete and correct to the best of their understanding.
7. CellBank Australia reserves the right to refuse material where our risk assessments determine that their handling constitutes a risk to staff, or where we are unable to handle the material without placing other cell lines within the facility at risk.
8. Where testing or other services require cells to be cultured within the facility, the turnaround time for this service is dependent on the availability of equipment and appropriate expertise. We cannot guarantee that such equipment and expertise will be available immediately at the time of application.

9. CellBank Australia makes no express warranties in relation to the performance of products or services and makes no warranty, express or implied, as to the fitness of products or testing for any particular purpose.

### **Additional Sales Terms and Conditions for Custom Culture Service**

10. Information provided by the researcher for this service, or discovered by us while handling cultured material, is treated as confidential and will not be disclosed by us to third parties.
11. Material supplied by the researcher for this service is kept within the facility and will not be dispatched to third parties.
12. The facility reserves the right to decide whether a cell line is suitable for this service.
13. The facility handles all incoming cultures under PC2 conditions. Because we are not equipped for higher containment, we are unable to accept or handle cell lines grown at PC3 or PC4.
14. The facility handles all incoming vials with due care using standard operating procedures appropriate for general cell culture, but cannot guarantee that these procedures are suitable for all vials. Although all due care will be taken, we do not accept responsibility for a vial's failure to thaw and grow appropriately.
15. **Cell lines grown through this service are not grown at clinical grade and should not be used in, on, or with human subjects.** This prohibition applies to both direct and indirect applications and includes diagnostic testing and production of substances for end-use in human subjects.
16. **Cell lines grown through this service may not be appropriate for *in vivo* uses in non-laboratory animals.** The requesting laboratory is responsible for any additional testing performed to fulfil regulatory requirements in this regard.
17. Although the facility performs quality control to test for many of the organisms known to contaminate cell cultures, we cannot test for all potential contaminants. Because cell lines arise from biological material, they carry an inherent pathogenic risk which we cannot fully identify or eliminate. We therefore ask you to inform us when first applying for this service if there are any specific risks associated with your cell line. What returns to you will carry the same inherent risks.
18. If we become aware of a contaminant while handling your cell line, we will discontinue culture at that point and discard any flasks that are currently in culture. In that instance, your organisation will be charged 33% of the quoted full service fee. We do not normally treat cultures for contamination because we feel that this places other cultures within the facility at risk.