Dovetail Genomics, LLC Product Terms and Conditions

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- 5. Price, Taxes and Other Charges. Our prices are subject to change from time to time. Our prices do not include any taxes (including VAT), duties, levies, or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. You are also responsible for standard delivery and handling charges, if any. We will also add these charges to your invoice.
- 6. Payment. Invoices shall be paid in U.S. dollars within 30 days from the invoice date. Each order is a separate transaction, and you may not set-off payments from one order against another. If you are late in making payment, without affecting our other rights, we may suspend delivery or cancel the order or Contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law.
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- 14. Miscellaneous. Dovetail will not be responsible or liable for failing to perform our obligations under the Contract to the extent caused by circumstances beyond our reasonable control. Our exercise of any option or failure to exercise any rights hereunder will not constitute a waiver of our rights to damages for breach of contract and will not constitute a waiver of any subsequent failure, delay, or breach by you. Headings are for convenience only and will not be used in the interpretation of these Terms. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. The Contract will be governed by and construed in accordance with the laws of the State of California, USA without regard to conflicts of law provisions. We may assign our rights and/or obligations under the Contract to any person in whole or in part. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation), or instructions received from us as a result of discussions, negotiations, and other communications between us in relation to our products or services. We reserve the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between us for any order we receive before the changes are made. Products may be covered by and/or sold under one or more U.S. or other patents licensed from third parties. "DOVETAIL GENOMICS," "HIRISE," "OMNI-C," and "CHICAGO" and related logos are trademarks or registered trademarks of Dovetail in the U.S. and/or other countries.