Precision Compounds. Proven Results.

CAPSID BIOTECHNOLOGY
Global Terms & Conditions of Sale

1. SCOPE AND APPLICABILITY

These Global Terms & Conditions ("T&Cs") apply to all sales of products by any legal entity of Capsid Biotechnology, including but not limited to:

• Capsid Bio LLC (USA and North America)

• Capsid Biotechnology Ltd (United Kingdom and Europe)

• Capsid Biotechnology Europe d.o.o. (European Union)

• Any other Capsid Biotechnology subsidiary or affiliated entity ("Seller")

These T&Cs apply to all customers ("Buyer") regardless of which Capsid entity is the Seller or the Buyer's location. These terms supersede all previous quotations, negotiations, and agreements unless explicitly modified in writing by an authorized representative of the applicable Seller entity.

2. PRODUCT DESCRIPTION AND SPECIFICATIONS

2.1 All product specifications are detailed in the quotation and invoice provided by Seller. Products are manufactured in accordance with each brand we distribute, standards and specifications.

2.2 Seller reserves the right to modify product specifications with 30 days' written notice if required by regulatory changes or manufacturing improvements.

3. PRICING AND PAYMENT TERMS

3.1 Prices quoted are in the currency specified in the invoice and are valid for 30 days from quotation date unless otherwise stated.

3.2 Prices exclude applicable VAT, import duties, taxes, and tariffs, which shall be borne by Buyer.

3.3 Payment terms are Net 30 unless otherwise agreed in writing. Invoices are due upon receipt. Late payments may incur interest at 1.5% per month or the maximum rate permitted by applicable law, whichever is lower.

3.4 Payment must be made by bank transfer, credit card, or other method specified in the invoice. Buyer bears all banking fees unless otherwise agreed. There is a 5% fee for Credit Card Payments.

4. DELIVERY AND SHIPPING

4.1 Standard delivery time is 7-9 business days from order confirmation (14-21 days for specialized products). These are estimates and not guaranteed unless expedited shipping is purchased.

4.2 Shipping costs are quoted separately and include standard courier service. Expedited shipping and special handling (dry ice, refrigeration) are available at additional cost. International shipments may incur customs clearance fees.

4.3 Buyer is responsible for providing accurate delivery address and any special handling instructions. Delays due to incorrect address information are not Seller's responsibility.

4.4 Risk of loss or damage transfers to Buyer upon delivery to the courier. Buyer must inspect shipments upon receipt and report any damage within 48 hours.

5. RETURNS, REFUNDS, AND DAMAGED GOODS

5.1 DAMAGED OR DEFECTIVE GOODS: If products arrive damaged or defective, Buyer must:

a) Notify Seller within 48 hours of receipt with photographic evidence

b) Retain damaged packaging and product for inspection

c) Not use or alter the product

Upon verification, Seller will replace the product or issue a refund at no cost to Buyer.

5.2 RETURNS FOR CHANGE OF MIND: Products may be returned within 14 days of receipt if:

a) Products are unused and in original packaging

b) Return is authorized in writing by Seller

c) Buyer covers return shipping costs

Refunds will be issued within 14 days of receiving returned goods (minus 15% restocking fee and return shipping).

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5.3 NO RETURNS for:

a) Products opened or partially used

b) Products stored improperly (temperature, humidity, light exposure)

c) Products with expired storage periods

d) Custom or special order products

6. WARRANTIES AND DISCLAIMERS

6.1 LIMITED WARRANTY: Seller warrants that products will:

a) Conform to specifications stated in the invoice/quotation on the date of delivery

b) Be free from defects in materials and workmanship for 30 days from delivery

6.2 WARRANTY EXCLUSIONS: Seller does NOT warrant:

a) Results or performance in Buyer's applications (products are research reagents)

b) Suitability for specific purposes or applications

c) Safety or compatibility with other materials or reagents

d) Performance after expiration dates or improper storage

6.3 DISCLAIMER: EXCEPT AS EXPRESSLY STATED ABOVE, PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL SELLER BE LIABLE FOR:

a) Direct, indirect, incidental, consequential, or special damages

b) Loss of profits, revenue, data, or business opportunity

c) Any claims arising from Buyer's use, misuse, or application of products

7.2 TOTAL LIABILITY LIMIT: Seller's total liability shall not exceed the purchase price of the defective product, except as prohibited by applicable law.

8. STORAGE AND HANDLING REQUIREMENTS

8.1 Buyer is responsible for proper storage of products according to conditions specified on the product label or Safety Data Sheet (SDS). Improper storage voids all warranties.

8.2 Storage conditions typically include:

• Room temperature (15-25°C) for stable compounds

• Refrigerated (2-8°C) for proteins and biologics

• Protected from light and moisture as specified

9. INTELLECTUAL PROPERTY

9.1 All intellectual property rights, including patents, trademarks, and proprietary information related to products, remain the property of Seller or its licensors.

9.2 Buyer obtains only the right to use products for internal research purposes. Buyer may not reverse-engineer, modify, or resell products without written permission.

10. USE RESTRICTIONS

10.1 Products are intended for research purposes only. Buyer agrees not to use products for:

a) Human or animal diagnostics or therapeutics without proper regulatory approval

b) Food, beverage, or cosmetic applications

c) Any unlawful purposes

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11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 These T&Cs are governed by the laws of the jurisdiction of the Seller entity that is a party to the transaction, without regard to conflicts of law principles:

• For sales by Capsid Bio LLC (USA): Laws of the State of Texas, USA

• For sales by Capsid Biotechnology Ltd (UK): Laws of England and Wales

• For sales by Capsid Biotechnology Europe d.o.o. (EU): Laws of Croatia

11.2 DISPUTE RESOLUTION:

a) Any disputes arising from these T&Cs shall first be subject to good-faith negotiation between the parties for 30 days.

b) If unresolved, disputes shall be resolved by binding arbitration or litigation in the courts of the applicable jurisdiction.

c) For USA transactions: Binding arbitration in accordance with the American Arbitration Association (AAA) rules in Dallas, Texas.

d) For UK/EU transactions: Court jurisdiction in the applicable country or binding arbitration.

12. SAFETY, REGULATORY COMPLIANCE, AND DOCUMENTATION

12.1 Safety Data Sheets (SDS) are provided for all chemical products. Buyer is responsible for reviewing SDS and complying with all safety regulations in their jurisdiction.

12.2 Seller provides products for research use only. Buyer is solely responsible for regulatory compliance and approval for any other use in their jurisdiction.

12.3 Buyer shall comply with all applicable export control regulations, including but not limited to US EAR (Export Administration Regulations) and EU export controls when applicable.

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3. GENERAL PROVISIONS

13.1 ENTIRE AGREEMENT: These T&Cs, together with the quotation and invoice, constitute the entire agreement between the parties.

13.2 AMENDMENTS: No modification of these T&Cs is valid unless in writing and signed by an authorized representative of the applicable Seller entity.

13.3 SEVERABILITY: If any provision is found unenforceable, the remaining provisions shall continue in full force.

13.4 WAIVER: Failure to enforce any right or provision does not constitute waiver of that right.

13.5 ASSIGNMENT: Buyer may not assign these T&Cs or any rights/obligations without written consent from the applicable Seller entity.

14. CONTACT INFORMATION

UNITED STATES:	UNITED KINGDOM:	EUROPEAN UNION:
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