

General Terms and Conditions

Acceptance

Thank you “Buyer” for purchasing SALSA® MLPA®, digitalMLPA and/or Melt Assays (“MRC Products”). Please read these General Terms and Conditions carefully before accepting a product from MRC Holland BV (“MRC”). If the Buyer is not willing to accept the General Terms and Conditions, MRC is willing to accept return of the product for a full refund. **By keeping or using the purchased materials, you agree to be bound by these General Terms and Conditions.**

No terms stated by Buyer shall be binding upon MRC if inconsistent with or in addition to the terms stated herein, unless accepted in writing by MRC.

No translation available

Translations of the product instructions for use (IFU) in your local language may not be available. By keeping this product you agree to use this product without an IFU in your local language (see Annex I).

Terms of payment

MRC shall be entitled to invoice the Buyer for the price of the MRC Products at any time before or after delivery. All invoices are payable net by bank transfer. The Buyer shall pay all invoices without any other deductions. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to MRC, MRC shall be entitled to cancel the contract or suspend any further deliveries to the Buyer.

Limited Warranty & Intended use

Only when clearly indicated as such, are MRC Products intended for IVD use. The intended use per product can be found in the corresponding product description and instructions for use (IFU).

In all other cases, MRC Products are for research use only (RUO).

MRC Products must be used in accordance with our instructions for use. It is solely your responsibility to make sure that the products are suitable for your particular use, that you have all necessary approvals and permissions you may need and that the way you use our products complies with all applicable laws and regulations.

MRC, its affiliates or employees shall in no event be liable for any damages of any kind or nature whatsoever, including, without limitation, direct, indirect, special, consequential or incidental damages resulting from or in connection with the use MRC Products or services. MRC will replace, at no charge, any product that does not meet the specifications. This warranty limits the liability of MRC to only the cost of the MRC Product. This warranty is limited to one year after purchase of MRC Products and requires that all MRC Product components are stored in accordance with the instructions provided and the tests are executed according to the instructions of use provided. Except for this warranty to replace malfunctioning MRC Products, no warranty is made, whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

MRC makes every effort to ensure the accuracy of its publications, but realises that occasional typographical or other errors are inevitable. Therefore, MRC makes no warranty of any kind regarding the contents of any publications or documentation. If you discover an error in any of our publications, please report it to info@mrcholland.com.

Limitations of MRC products

- MRC Products are designed to detect copy number changes of the sequences detected by the SALSA® (MLPA®) probes. The informative output of an MRC product is restricted to the sequences detected by the probes included in that MRC Product. Copy number changes may still exist in regions outside of the probes’ recognition sequence. Unless explicitly stated otherwise, SALSA® (MLPA®) probes are not designed to detect point mutations.
- The analytical sensitivity and specificity is probe-dependent and also depends on the quality of the DNA samples, the choice of reference DNA samples and the quality of the capillary electrophoresis. Internal MLPA technique validation in your laboratory is essential and should indicate a standard variation of each probe of 0.10 or lower when DNA samples of healthy individuals are tested.
- MRC Products cannot detect any changes that lie outside the target sequence of the probes and will usually not detect inversions or translocations. Even when a MRC Product did not detect any aberrations, the possibility remains that changes in that gene or chromosomal region do exist but have gone undetected.

- Sequence changes (SNPs, point mutations) in the target sequence detected by a probe can cause false positive results. Mutations/SNPs (at least up to 20 nt from the probe ligation site) can reduce the probe signal by preventing ligation of the probe oligonucleotides or by destabilising the binding of the probe oligonucleotide to the sample DNA.
- False positive duplication results due to contamination of DNA samples with PCR products have been described (Varga et al., 2012 Anal Biochem 421:799-801). In case of doubt, a second, independently purified DNA sample should be tested.
- Results can be compromised by, among others: impurities in the DNA sample, incomplete DNA denaturation, the use of insufficient or too much sample DNA, the use of insufficient or unsuitable reference samples, problems with capillary electrophoresis and a poor data normalisation procedure.
- Not all deletions and duplications detected by MRC Products will be pathogenic. For some genes, in-frame deletions that resulted in very mild, or no disease, have been described. In certain cases, testing of DNA samples from the parents might be necessary for correct interpretation of results.

Confirmation of results

Mutations and/or polymorphisms in the DNA sequences detected by the SALSA® probes, impurities in the nucleic acid sample that affect the polymerase activity and/or denaturation of the sample DNA, and errors made in the reaction, fragment analysis and/or data analysis, may lead to wrong estimations about copy numbers present. For these reasons, **apparent copy number changes detected by MRC Products always require confirmation by other methods.**

Technical Service

Please visit www.mrcholland.com for instructions for use and troubleshooting information. If you require technical assistance, have any questions about our products or service or if you discover an error in any of our publications, please email to info@mrcholland.com.

License Information

The purchase of this product includes a limited, non-exclusive, paid-up, royalty-free license to use this product pursuant to the terms set forth in the current document. MRC Products and their use are the subject of US patent no. 6955901, CA patent no. CA2400240, Europe patent no 00200506.4 and other pending patent applications owned by DLH Octrooien BV.

The purchase price of any MRC Product includes a limited, non-transferable right to use only the purchased amount of the MRC Product solely for research use only, unless otherwise indicated.

MRC reserves all other rights and in particular, the Buyer of this product cannot transfer or otherwise sell this product or its components to a third party unless explicitly authorised to do so by MRC. No rights are conveyed to the Buyer to use the product and/or its components and/or products derived from its components for purposes as below hereto (1) use of a product or its components or products derived from one or more of its components in manufacturing, (2) to sell or to provide a service, information or data with homemade probes or probemixes. Institutions must obtain a separate license from MRC to acquire rights to use this product for these and other purposes not specified.

Licenses not included

Detection and quantification of certain nucleic acid sequences may require other licenses in certain countries. The purchase of MRC Products do not include a license for any patents or patent applications other than the patents and patent applications of DLH Octrooien BV.

For information on obtaining a license, contact the Director of Licensing of MRC at info@mrcholland.com.

MRC has the right to disapprove any printed advertisement, flyer, handbill, television spot, radio script, yellow pages listing, webpage or any other advertising or promotional material bearing or using the trademark or the name "MRC", "digitalMLPA" or "Coffalyser" or one of the registered trade names "SALSA®" or "MLPA®" or pertaining to MRC Products. Any of such promotional materials should be submitted to MRC (info@mrcholland.com) for approval. If requested, the promotion material should be withdrawn or modified immediately.

This license is ultimately governed by, construed, and enforced in accordance with the laws of The Netherlands. Any and all disputes arising from these General Terms and Conditions shall be exclusively submitted to and finally resolved by the competent courts of The Netherlands, to the jurisdiction of which you are to submit.

If the Buyer is not willing to accept these use limitations, MRC is willing to accept return of the MRC Product for a full refund. **By keeping or using the purchased materials, you agree to be bound by these General Terms and Conditions.**

Annex I

- Deutsch:** Keine Übersetzung verfügbar
Übersetzungen der Gebrauchsinformationen sind möglicherweise in ihrer Landessprache nicht verfügbar. Wenn Sie ein Produkt behalten, stimmen Sie zu, dieses Produkt ohne übersetzte Gebrauchsinformationen in ihrer Landessprache zu verwenden.
- Česky:** Žádný překlad není k dispozici
Překlady návodu k použití (IFU) ve vašem místním jazyce nemusí být k dispozici. Udržováním tohoto produktu souhlasíte s používáním tohoto produktu bez IFU ve vašem místním jazyce.
- Dansk:** Ingen oversættelse tilgængelig
Oversættelser af produktvejledningen til brug (IFU) på dit lokale sprog er muligvis ikke tilgængelige. Ved at opbevare dette produkt accepterer du at bruge dette produkt uden en IFU på dit lokale sprog.
- Español:** No hay traducción disponible.
Las traducciones de las instrucciones de uso del producto (IFU) en su idioma local pueden no estar disponibles. Al conservar este producto, acepta usar este producto sin una IFU en su idioma local.
- Ested:** Tõlget pole saadaval
Toote kasutusjuhendi (IFU) tõlked teie kohalikus keeles ei pruugi olla saadaval. Seda toodet hoides nõustute kasutama seda toodet ilma IFU-ga teie kohalikus keeles.
- Français:** Pas de traduction disponible
La traduction des instructions d'utilisation (IFU) du produit peut ne pas être disponible dans la langue de votre pays. En conservant ce produit, vous acceptez de l'utiliser sans (IFU) dans votre propre langue.
- Hrvatski:** Prijevod nije dostupan
Prijevodi upute za uporabu (IFU) na vaš lokalni jezik nisu dostupni. Čuvanjem ovog proizvoda pristajete koristiti ovaj proizvod bez IFU-a na vašem lokalnom jeziku.
- Italiano:** Nessuna traduzione disponibile
La traduzione in italiano delle istruzioni per l'uso del prodotto (IFU) non essere disponibile. Utilizzando questo prodotto si accetta di impiegarlo anche senza istruzioni per l'uso (IFU) nella lingua locale.
- Latviski:** Tulkojums nav pieejams
Produkta lietošanas instrukcijas (IFU) tulkojumi jūsu vietējā valodā nav pieejami. Saglabājot šo produktu, jūs piekrītat lietot šo produktu bez IFU jūsu vietējā valodā.
- Lietuviškai:** Vertimo nėra
Produkto naudojimo instrukcijų (IFU) vertimų jūsų kalbą nėra. Laikydami šį produktą jūs sutinkate naudoti šį produktą be naudojimo instrukcijų jūsų vietinė kalba.
- Magyar:** Nem érhető el fordítás
Lehet, hogy a termék használati utasításának (IFU) a helyi nyelvre történő fordítása nem érhető el. A termék megtartásával vállalja, hogy a terméket IFU nélkül használja a helyi nyelven.
- Nederlands:** Geen vertalingen beschikbaar
Vertalingen van de productinstructies voor gebruik (IFU) in uw lokale taal zijn mogelijk niet beschikbaar. Door dit product te houden, stemt u in dit product zonder een IFU in uw lokale taal te gebruiken.
- Norsk:** Ingen oversettelse tilgjengelig
Oversettelser av produktinstruksjonene (IFU) på ditt lokale språk er muligens ikke tilgjengelige. Ved å beholde dette produktet samtykker du i å bruke dette produktet uten en IFU på ditt lokale språk.
- Polski:** Brak tłumaczenia
Tłumaczenia instrukcji użytkowania produktu (IFU) na język lokalny nie są dostępne. Otrzymując ten produkt, zgadzasz się używać go bez IFU w swoim lokalnym języku.
- Portugues:** nenhuma tradução disponível
As traduções das instruções de uso do produto (IFU) no seu idioma local podem não estar disponíveis. Ao manter este produto, você concorda em usá-lo sem um IFU no seu idioma local.
- Românesc:** Nici o traducere disponibilă
Traducerile instrucțiunilor de utilizare a produsului (IFU) în limba dvs. pot să nu fie disponibile. Prin păstrarea acestui produs, sunteți de acord să utilizați acest produs fără IFU în limba dvs.
- Slovenský:** K dispozícii nie je žiaden preklad.
Preklady návodov na použitie (IFU) vo vašom miestnom jazyku nemusia byť k dispozícii. Ponechaním tohto produktu súhlasíte s jeho používaním bez IFU vo vašom miestnom jazyku.
- Svenska:** Ingen översättning tillgänglig
Översättningar av produktinstruktionerna (IFU) på ditt lokala språk kanske inte finns tillgängliga. Genom att behålla denna produkt samtycker du till att använda den här produkten utan en IFU på ditt lokala språk.
- Български:** Няма наличен превод
Преводи на инструкциите за употреба на продукта (IFU) на вашия местен език може да не са налични. Съхранявайки този продукт, вие се съгласявате да използвате този продукт без IFU на вашия местен език.
- Ελληνικά:** Δεν υπάρχει διαθέσιμη μετάφραση
Οι μεταφράσεις των οδηγιών χρήσης για το προϊόν (IFU) στην τοπική σας γλώσσα ενδέχεται να μην είναι διαθέσιμες. Διατηρώντας αυτό το προϊόν, συμφωνείτε να χρησιμοποιήσετε αυτό το προϊόν χωρίς IFU στην τοπική σας γλώσσα.