

General Terms and Conditions

Acceptance

These general terms and conditions of sale apply to all orders of SALSA® MLPA®, digitalMLPA and/or Melt Assays (“MRC Products”) submitted to MRC Holland BV (“MRC”) and to all users of our data analysis software including, but not limited to, Coffalyser.Net and Coffalyser digitalMLPA software. The customer (“Customer”) shall be deemed to have accepted the current terms and conditions by placing the order. If the Customer 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, the Customer agrees to be bound by these General Terms and Conditions.

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

Translations only in certain languages available

Translations of the product instructions for use (IFU) in certain European languages are available upon request. Translations in other non-European languages may not be available. By keeping this product the Customer agrees to use it potentially without an IFU in the local language.

Contact info@mrcholland.com or the local distributor to check if translations in the local language are available.

Terms of payment

MRC shall be entitled to invoice the Customer for the price of the MRC Products at any time before or after delivery. All invoices are payable net by bank transfer. The Customer shall pay all invoices without any other deductions. If the Customer 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 Customer.

Limited Warranty & Intended purpose

Only when clearly indicated as such, are MRC Products intended for IVD use. The intended purpose and regulatory status per product can be found in the corresponding product description or IFU.

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

MRC Products must be used in accordance with the IFU. It is solely the Customer’s responsibility to make sure that the products are suitable for the particular use, that all necessary approvals and permissions which may be needed are given and that the way the products are used 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 including, but not limited to, our data analysis software Coffalyser.Net and Coffalyser digitalMLPA. 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 IFU 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.

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Technical Service

Please visit the MRC product page at www.mrcholland.com for IFUs and troubleshooting information, amongst others. If technical assistance is required, or if there are any questions about our products or services, or if an error is discovered in any of our publications or documentation, please email info@mrcholland.com.

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Licenses not included

Detection and quantification of certain nucleic acid sequences may require other licenses in certain countries. The purchase of MRC Products does 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 MRC at info@mrcholland.com.

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