

DArT service specification: DCas21-6651

CUSTOMER DETAILS

Customer organisation: IITA
Address: P.O. Box 30709 Nairobi Nairobi 00100 Kenya
Customer contact name: Dr. Morag Ferguson
Phone: +254 (0)733 524685
Fax: +254 20 4223001
Email: m.ferguson@cgiar.org
Invoice to: P.O. Box 30709 Nairobi Nairobi 00100 Kenya

SERVICE DETAILS

Product: Cassava DArTseqLD PAp (1.0)
Number of samples: 366
Catalog Price: 8000 AUD
Quote: No quote attached at the time of making an order
Charge for handling repeat plates: if a plate does not pass QC and the Customer has to send a repeat plate, each repeat plate will attract an additional charge of 200 AUD.
Terms of Payment: 30 days from date of invoice. Credit card payment attracts a 3.5% surcharge.

OUR REQUIREMENTS

gDNA/tissue to be supplied by the Customer. The detailed description of our requirements related to gDNA/tissue quality, quantity and shipping instructions (plasticware and documentation required) is provided on our website: www.diversityarrays.com/orderinstructions
Please, follow thoroughly our instructions and contact us (dart@diversityarrays.com) in case you have any questions/doubts.
Please note that we charge extra fees for additional work required while handling services if such work is resulting from users not following our instructions. However, we will contact you if this is the case.

Time of Delivery of Results: Different types of services are delivered in different timeframe, with time-sensitive applications (e.g. breeding or genetic identification) delivered within 2-3 weeks. Most other services are delivered within 7 weeks of receiving suitable quality gDNA. If supplying tissues, please allow for extra one week. Please contact us if you need fast turnaround for your service as we are able to deliver within any realistic timeframe.

SPECIAL CONDITIONS

1. If the samples provided by the Customer are rejected at Sample QC and are deemed unsuitable for carrying out the service, Diversity Arrays Technology Pty Limited (hereinafter "DArT P/L") will notify the customer and will be under no obligation to carry out the service. Processing of a repeat set of samples provided by the Customer following rejection of

the first set at Sample QC will attract an additional sample handling fee.

2. The samples provided by the Customer are to be used solely for the DArT service contained in this service specification. Any unused samples will be dealt with by DArT P/L as requested by the Customer. If the Customer does not provide instructions within 28 days after DArT P/L has provided the results DArT P/L may destroy the samples.

3. DArT P/L and the Customer will treat the terms and conditions of this Service Specification as confidential and will not, without the prior written consent of the other party, disclose or permit the same to be disclosed to any third party.

4. The Customer owns the results obtained from the service provided and may use the results freely. DArT P/L will treat the results as confidential and will not, without the prior written consent of the customer, disclose or permit the results to be disclosed to any third party, subject to condition 5 below.

5. In order to improve the service for all customers, DArT P/L may use merged anonymous service results to build and publish integrated genetic maps.

6. DArT P/L excludes all terms, conditions and warranties (including any warranty as to merchantable quality or fitness for purpose) implied by common law or by statute ('implied warranties') as to the manner, quality and timing of the service or the results unless the exclusion of any such implied warranties would contravene the law or cause any part of these terms to be void.

7. DArT P/L's liability to the Customer for breach of any of these terms or of any implied warranties is limited, at DArT P/L's option, to either re-performing the service or refunding any amounts paid.

8. The Customer releases and indemnifies DArT P/L, its officers, employees, secondees and agents from and against all action, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly and whether at common law, in equity or pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (even if that damage was foreseeable and whether personal or property and whether direct or consequential, including consequential financial loss) arising out of:

- the Customer's use of the results,
 - the Customer's negligence; or
 - DArT P/L infringing intellectual property rights using the Customer's samples,
- and from and against all damages, costs and expenses incurred in defending or settling any such action, claim, proceeding or demand.

If you agree to the terms of this Service Specification, please sign and return to Diversity Arrays Technology Pty Limited.

Signed:

Name:

Date: