

General Terms and Conditions

The SAG cultures are primarily available for research purposes. The availability of material for teaching purposes can not always be guaranteed. All SAG strains of living algae included in our strain list are available, except in cases where a culture has been lost or needs attention to restore its vigor.

- If not a particular strain is requested, please state the purpose for which the culture is to be used and we may suggest you a particular strain.
- **Delivery usually can be made within 3 weeks** following the receipt of the order.
- We do not confirm orders, unless you request for it explicitly.
- In ordering a strain from the SAG, **the customer agrees not to resell, lend or redistribute the material to others, and to acknowledge SAG collection and SAG strain number in any and all publications that reference the strain.**
- **SAG retains ownership of the material, including any material contained or incorporated in modifications, and of its derivatives and analogues.**
- Although we take every effort to ensure the correct identity of strains, **we cannot guarantee that a strain is correctly identified at the species, genus or class levels.** We will very much appreciate any information from investigators that may lead to the correct identification of a strain.
- We are not quantifying the number of organisms or cells in the culture, but will not ship cultures that are not dense enough to prepare inocula. We cannot guarantee that the cultures show specific characteristics incl. **axenity**.
- **To optimize SAG´s strain data all recipients of cultures are kindly asked to inform SAG of their publications that reference SAG strains.**
- Recipient understands that the strains are supplied "as is" and are provided without warranty of fitness for a particular purpose or any other warranty, expressed or implied. Recipients are aware that the strains are materials of experimental nature which are subject to influences beyond the control of SAG. SAG therefore is only liable for the quality of material defined above. Furthermore, SAG does not assume any warranty for the durability of the material. Recipient assumes all liability from use, storage or disposal of the strains and agrees to not hold SAG liable for any resulting consequences. SAG does not assume any liability against claims of third parties from environment, product or producer liability or other liability arising from the strains.
- This Agreement shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany (specifically excluding the United Nations Convention on the International Sale of Goods), without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The venue for all disputes or claims resulting from this Order which SAG and Recipient are unable to resolve between themselves is Goettingen.

In signing this order I agree with SAG´s policies of ordering SAG cultures, the charges for cultures and delivery, and terms of payment which can be reviewed together with further information at www.epsag.uni-goettingen.de

I declare that I work for **non-commercial research purposes** only, and agree to use the cultures for non-commercially financed teaching or research only. If I desire to use strains for commercial purposes I agree to contact SAG to enter into a specific agreement.

***Date & Signature & Stamp of institution:**
(Name: _____)