

XF96 Consumables Price List

XF96 FluxPaks with PET Culture Plates

XF FluxPaks make ordering simple. Each FluxPak includes the correct ratio of assay kits, PET cell culture microplates and calibrant solution to run 18 XF assay plates.

Part Number	Quantity	Price / Pak
101107-001	– 9 Paks with PET Culture Plates	\$1,006.00
101107-001	10 – 19 Paks with PET Culture Plates (10% discount)	\$905.40
101107-001	20 – 29 Paks with PET Culture Plates (20% discount)	\$804.80
101107-001	30 or more Paks with PET Culture Plates (25% discount)	\$754.50

XF96 FluxPaks with Polystyrene Culture Plates

XF FluxPaks make ordering simple. Each FluxPak includes the correct ratio of assay kits, Polystyrene cell culture microplates and calibrant solution to run 18 XF assay plates.

Part Number	Quantity	Price / Pak
101117-001	1 – 9 Paks with Polystyrene Culture Plates	\$1,006.00
101117-001	10 – 19 Paks with Polystyrene Culture Plates (10% discount)	\$905.40
101117-001	20 – 29 Paks with Polystyrene Culture Plates (20% discount)	\$804.80
101117-001	30 or more Paks with Polystyrene Culture Plates (25% discount)	\$754.50

XF96 Cell Culture Microplates

Part Number	Description	Price / Box
101104-004	XF96 V3 PET (10 microplates/box)	\$38.00
101085-004	XF96 V3 Polystyrene (10 microplates/box)	\$38.00

XF Calibrant Solution

Part Number	Description	Price/ Bottle
100840-000	500ml bottle	\$29.00

XF Assay Medium

Part Number	Description	Price/ 2 Liters
101022-100	Specially formulated glucose-free, low buffered DMEM	\$99.00

To place an order:

- Send email to orders@seahorsebio.com
- Call (978) 671-1600, option #2
- Fax Purchase Order to (413) 593-5900

CONDITIONS OF SALE

1. **ACCEPTANCE.** This order is subject to acceptance by Seahorse Bioscience. If Buyer has submitted a purchase order as an offer to buy, the acceptance of Buyer's purchase order as contained herein is EXPRESSLY MADE CONDITIONAL on Buyer's assent to all of the terms and conditions contained herein, and any inconsistent terms set forth in Buyer's purchase order shall not be binding on either party unless expressly accepted in writing by Seahorse Bioscience, Inc. authorized representative. Buyer's acceptance of the goods delivered hereunder shall constitute acceptance of these conditions of sale.
2. **PAYMENT TERMS.** Conditioned on approved credit payment terms are net 30 days from date of invoice shipping date unless otherwise stated in writing by Seahorse Bioscience. A 2% service charge per month charged on overdue accounts.
3. **SHIPPING TERMS.** FOB, North Billerica, MA Prepaid and added to invoice. Please specify carrier and method of shipment.
4. **DELIVERY.** Unless otherwise specified in the quotation shipment is 30 days from receipt of your order.
5. **DELAYS IN PERFORMANCE OR SHIPMENT.** The Seller shall not be liable for any delay in performance of this order or in delivery of shipment of material when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, war, governmental interference or embargoes, strikes or shortage of labor, delays in delivery of material or subsuppliers, or other difficulties (whether or not similar in nature to any of those specified) beyond its control. Delivery on this order shall be deemed to be suspended so long as any such causes delay the execution. Seahorse Bioscience Inc. agrees to make and the Buyer to accept deliveries whenever such causes have been remedied. Buyer shall accept partial shipments at any time.
6. **US TAXES.** The prices stated are exclusive of any federal, state, municipal, or other government tax now or hereinafter imposed upon the production, storage, sale, transportation, training or use of the products described herein. Such taxes applied directly to the sale and levied prior to shipment from the FOB point, shall be paid by the Buyer or in lieu thereof the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a currently valid state sales tax exemption certificate is furnished to us prior to shipment of the order, state sales tax will be included on the invoice for shipment to any state where Seahorse has a nexus or are otherwise required to assess and collect state sales tax. These states currently include, but are not necessarily limited to, MA, WA and CA. Training is not subject to sales tax in most jurisdictions. If training is taxable in accordance with the provisions of the applicable taxing authority where we have a nexus, the appropriate tax will also be included. The U.S. Government is not taxable in any state.
7. **OTHER COUNTRIES. VAT, SALES, USE, AND OTHER TAXES.** Seahorse does not have nexus in any other country and therefore is not registered with foreign tax authorities to collect VAT, sales, use or other foreign taxes. Customers located in European Union (EU) countries will be generally be required to pay VAT and/or any other applicable import duty to the applicable tax authorities at the time the product is cleared through customs using the procedures for VAT self-settlement. Settlement of applicable VAT, sales, use or other similar tax will be applied based on the facts and circumstances applicable at the time of the transaction.
8. **TITLE, RISK OF LOSS, AND SECURITY INTEREST.** Title and risk of loss for all goods herein shall pass to the Buyer upon tender of the goods by Seahorse Bioscience Inc. to the carrier. Buyer's submission of a purchase order creates an express security agreement granting to Seahorse Bioscience, Inc. a security interest in the purchased goods, until the entire amount due therefore has been paid.
9. **DESIGN CHANGES.** Seahorse Bioscience, Inc. reserves the right to make changes in design at any time without incurring any obligation to install same on units previously purchased.
10. **WARRANTY POLICIES AND LIMITATIONS.** Notwithstanding any other provision of this or any other agreement, the warranty stated in this paragraph shall be exclusive.
 - Seahorse Bioscience, Inc. warrants its products to be free from defects in materials and workmanship for 90 days from the date of invoice to the customer. This warranty includes other manufacturers' products that are supplied as part of the system.
 - During the warranty period, Seahorse Bioscience, Inc. will, at its option, either repair or replace any products found to be defective. The customer must contact Seahorse Bioscience support at 800-671-0633 or by email to support@seahorsebio.com for a return material authorization number (RMA#)
 - This warranty will not apply to defects resulting from misuse, repair by unauthorized persons, or where the product is not installed and used in accordance with the instructions provided by Seahorse Bioscience, Inc. This warranty is void if the product has been altered or modified in any manner by unauthorized persons.
 - Under the limited warranty, the customer is responsible for the shipping and any other charges incurred in sending the product to the authorized service center specified by Seahorse Bioscience, Inc.; and Seahorse Bioscience, Inc. will pay for the return of the product to the customer.
 - THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS, OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE. SEAHORSE BIOSCIENCE, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.
11. **PATENT INDEMNITY.** Seahorse Bioscience shall indemnify and save buyer harmless from any loss, claim, damage, and/or expense which may result from any suit or claim that may be instituted against Buyer for alleged infringement of patents related to the maintenance, sale, or use of items furnished pursuant to this order, except for any such infringement resulting from detailed design provided by Buyer, or from Buyer's alteration or use of the goods furnished, on the condition that the Buyer promptly notifies Seahorse Bioscience in writing of any such suit or claim, and cooperate with Seahorse Bioscience regarding the defense of same.
12. **PRICING:** Your purchase order is subject to acceptance by Seahorse Bioscience. If there are any pricing discrepancies you will be notified prior to acceptance of the order by Seahorse Bioscience.
13. **CANCELLATION:** Seahorse Bioscience, Inc. is providing a commercial product and will not, therefore, calculate its incurred costs resulting from any Buyer cancellation. However, to compensate Seahorse Bioscience, for any Buyer cancellation, Buyer shall pay Seahorse Bioscience, an amount equal to 25% of the purchase order amount unless stated otherwise on the quotation.