

TERMS & CONDITIONS OF SALE

Definitions:

Customer means the buyer of TECHCET's reports or custom consulting.

Terms and Conditions means TECHCET's Terms and Conditions accepted by the Licensee and supplemented by the Specific Terms called out in TECHCET's Quotation or Invoice. Payment against TECHCET's invoice, signing of the Specific Terms and/or download or use of TECHCET's Reports implies full acceptance of TECHCET's Terms and Conditions.

Agreement means collectively (i) these License Terms and Conditions and (ii) the Specific Terms approved by Licensee, to the exclusions of any other document.

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License means the conditions of use and distribution of TECHCET's reports. The License is characterized by the Licensee's usage profile (Single-user, or Multi-site, or Market Research Partner) as defined in Specific Terms.

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Specific Terms means terms associated with TECHCET's quotation or invoice customized for the Customer.

TECHCET means TECHCET CA LLC, the seller of Materials.

1. Scope

The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions "I hereby accept TECHCET CA LLC'S Terms and Conditions of Sale". This results in acceptance by the Buyer.

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All the provisions of these Terms and Conditions are for the benefit of the seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.



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Any dispute or claim relating in any way to your visit to Techcet.com or to products or services sold or distributed by TECHCET or through TECHCET.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

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TECHCET CA LLC reserves the right to refuse sales or service to anyone if it determines that providing sales or service are not in the best interest of the Company.

15. OUR ADDRESS

TECHCET is a company permanently established in the USA, located in Rancho Santa Fe, in San Diego CA, USA

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