

Terms and Conditions of Sale:

These terms and conditions apply to this sale notwithstanding any conflicting terms or conditions in any purchase order or other communication.

Unless approved by us in writing, your purchase order may not be cancelled or modified after the shipment of the goods.

Title to the goods and risk of loss pass to you upon delivery.

Notification of Damaged, Wrong or Missing Items:

You must inspect goods upon receipt. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reason(s) for rejection is received by us within five business days after delivery.

Return Policy:

Requests must be received within 90 days for stainless and 45 days for all other items from date of receipt. All returns require a Return Merchandise Authorization (RMA) and are subject to a 25% restocking fee. Credit will only be issued for product returned unused and in saleable condition.

QualiTru's <u>Limited Warranty</u> for the goods is set forth at URL: <u>QSS-Limited-Warranty-Statement.pdf</u> which also includes terms concerning the timing of claims and remedies for defective goods.

QualiTru's <u>Standard Operating Procedures</u> for the use of the goods are set forth at <u>QualiTru Sampling Systems | Standard Operating Procedures (SOPs)</u>. Failure to follow the procedures will invalidate QualiTru's Limited Warranty.

Neither of us will be entitled to and neither of us will be liable for indirect, special, incidental, consequential or punitive damages of any nature.

Each party will be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God or nature.

Interest shall accrue after the due date for payment at the lesser of 1.5% per month or the highest lawful rate. You will pay all of our costs of collection in the event of payment default. You will be responsible for the payment of any and all taxes attributable to this sale including, but not limited to, sales tax, transfer tax and any other governmental levies and fees.

The United Nations Convention for the International Sale of Goods shall not apply to this sale.