



BIODIRECT TERMS AND CONDITIONS

All terms and conditions outlined below are subject to change and are at the discretion of Biodirect. The Buyer will be notified of any exceptions prior to the acceptance of Buyer's purchase order. All transactions are subject to mutually acceptable documents.

1. **PAYMENT TERMS** – All terms are subject to credit approval and at Biodirect's discretion
 - a) **U.S. & Canada Customers** – Net 30 is valid upon credit approval only (based on D&B at the time of receipt of Purchase Order). Otherwise 50% Down, Balance Net 30 (or 50% Down, Balance Prior to Ship) may apply. Payment is required prior to processing an order and may affect the lead-time quoted.
 - b) **International Customers** – 50% Down, Balance Prior to Ship applies to international accounts outside the U.S. & Canada. Payment is required prior to processing an order and may affect the lead-time quoted.
2. **LEAD-TIME** - Some items may be expedited upon request and will be subject to an expediting fee
 - a) Standard lead-times are 4 to 6 weeks from receipt of purchase order and/or pre-payment if applicable, unless otherwise specified and authorized by Biodirect.
3. **PRICING AND FEES** – All pricing is expressed in U.S. Dollars
 - a) The Buyer is responsible for all taxes, bank fees including wire transfer fees, duties/customs fees and any costs of importation. If Buyer is tax exempt, you must provide the appropriate proof of tax exemption status with any purchase order.
4. **WARRANTY** – Extended warranties & service programs are also available
 - a) Biodirect offers a 180-Day Parts & Labor Warranty for most reconditioned products within the continental U.S. & Canada, unless otherwise noted.
 - b) Warranty covers all parts & labor required to make the system fit for its intended application & manufacturer's specifications.
 - c) For International Buyers, Biodirect provides a 180-Day Parts Only Warranty, unless otherwise noted.
 - d) Warranty does not cover any faults caused by operator error, abuse, neglect, or modifications of any kind, power surges and environmental influences. It also excludes lasers, lamps / bulbs or CCD digital cameras.
5. **SHIPMENTS / DELIVERIES** – All orders are shipped **F.O.B. Destination (charges are added to invoice)** unless otherwise noted by Buyer in which case they will ship F.O.B Origin (buyer will arrange shipment or we will ship against buyer account number as requested).
 - a) The Buyer may supply a preferred method of shipment accompanied by their shipping account number if PP&A is not accepted. International orders may be shipped Door to Airport or Door to Door. Broker information will be required for Door to Door shipments.
 - b) Damaged Shipments – If external damage to the packaging is evident, it is the Buyer's responsibility to note this damage with the driver immediately upon delivery. It is essential that you inspect your shipment within 5 days of receipt and immediately report any issues to the seller. Photos should be taken for claims processing and all damaged packaging should be obtained for claims inspection by the carrier. Upon opening the package you find missing components or damage to the items, you must contact the carrier immediately to file a claim if you are responsible for the shipment. If Biodirect supplied shipment to you as a Prepaid and Add, you must contact Biodirect immediately so they can arrange a claims inspection with the carrier. Note: If claims are not reported within 5 days of receipt, you will relinquish all rights to file a claim and your right to be compensated for any repair or replacement costs. Biodirect reserves the right to repair a damaged product, where applicable before replacement or credit is determined.
6. **CANCELLATION** – Cancelled orders are subject to a 25% restocking / processing fee
 - a) For all order deposits and prepayments, refunds will be processed within 30 days of cancellation. For deposits and prepayments charged to credit cards, the Buyer will be responsible for the processing fee for crediting their card.
7. **RETURN POLICY** – Returns are not accepted without prior approval by Biodirect accompanied by an authorized return number (RMA#)
 - a) The Buyer can return an item under warranty without any penalties / re-stocking fees if Biodirect cannot repair / replace the item within 45 days from the date of complaint. If the Buyer refuses the Seller's repair or replacement prior to the 45 days, they will be subject to a 25% restocking fee. For prepaid or partial paid orders, refunds will be payable 30 days after receipt of returned unit. For non-paid returned orders, you will be invoiced for the 25% restocking fee.
 - b) Any non-warranty related returns requested within 30 days from the receipt of order will incur a 25% re-stocking fee of total order and all return freight costs.
 - c) For returns under warranty, Biodirect will be responsible for all logistics and shipping costs within the U.S. For international orders the Buyer is responsible for return shipping and custom fees.
 - d) To avoid packing charges for returns we suggest the Buyer keep original packaging for a period of 180 days or for the duration of the warranty.
8. **EQUIPMENT AGREEMENT** – Quoted systems are reconditioned to meet or exceed original manufacturer's specifications
 - a) Manufacturer's guidelines / protocols will be followed as necessary, unless otherwise noted or specified by the Buyer. Only original manufacturer or equivalent parts / components, & consumables will be used during the reconditioning process. If necessary, all systems are to be reconditioned by trained technicians, unless otherwise noted.
 - b) Some systems may be serviced & installed by the original equipment manufacturer or certified contractor.
 - c) Biodirect is not responsible for any consequential or inconsequential damages caused by warranty & non-warranty related faults or use for any purpose other than its intended design. It is the Buyer's responsibility to fully disclose the intent of use of the item and notify Biodirect of any special integration requirements that could define the suitability of the quoted item or its peripherals. Validation & calibration are solely the responsibility of the Buyer. Biodirect recommends that the Buyer certify or validate the system prior to use.
 - d) Items are being sold for research use only. Biodirect is not responsible for inaccurate results when used for any human diagnostic applications.
 - e) In some cases, instruments may require a license for either system software or for use for a specific application. It is up to the Buyer to register & acquire such licenses. Licenses must be acquired through the original manufacturers. Biodirect does not provide nor is Biodirect responsible for acquiring such licensing.
 - f) Biodirect will not accept Purchase Orders without a quotation number reference on the PO. The quotation reference number signifies acceptance of all terms and conditions set forth by Biodirect, unless otherwise specified and agreed upon in writing. This Agreement, and all rights and obligations of the parties, whether arising under this Agreement or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws. The sole and exclusive jurisdiction for resolution of any disputes between the parties shall be in the state and federal courts located in Boston, Massachusetts, and each of the parties hereby submit to the jurisdiction of such courts.

