

## Sales Agreement: Terms and Conditions of Sale

**Price:** The price for any product (hereinafter "Product") or service shall be the price stated in the Great Plains Microbiology, LLC d.b.a. PolySkope Labs (hereinafter "PolySkope") quotation. PolySkope's quotations are valid for ninety (90) days unless otherwise stated in the quotation. Prices stated are exclusive of all taxes, fees, licenses, duties or levies and, unless otherwise stated in the quotation, transportation charges, freight and insurance. All pricing and special offers are subject to approval by PolySkope's management and are not binding until this review is complete and approval has been given. Discounts only apply to the Products and Services that are ordered under the same purchase order number or placed at one time. The attached quotation supersedes/cancels all previous quotations on the Products and Services stated in the quotation and the above price quotation number must be referenced on your purchase order.

**Shipping and Handling:** Unless otherwise requested, all orders will ship either next day or 3 day service as appropriate on a carrier selected by PolySkope. Unless specifically quoted, shipping and handling charges will be prepaid and added to the invoice (PPD & Add). Wet Ice, Hazardous and Dry Ice packaging fees are prepaid and added to all invoices as appropriate. Shipping for this quote is FOB Destination.

**Warranty:** All PolySkope products are guaranteed to meet the specifications listed in our catalog at the time of shipment. If you have questions about specifications or performance, call PolySkope at 1-405-633-0540 or 805-443-0725, or email [info@polyskopelabs.com](mailto:info@polyskopelabs.com). Should a PolySkope branded product fail to meet specifications during its warranty period, it shall be repaired or replaced at PolySkope's discretion. Warranty periods are listed on quotations for specific products; however, instruments generally receive 1 year of warranty coverage from the date of shipment or installation. For instruments installed by PolySkope, The warranty start date is the date of installation or 2 months post invoice, whichever is shorter. All other warranties start on the date of invoice. Repairs have different warranty periods. Chemicals and other consumables are warranted through their expiration date, or for 1 year from shipment if no expiration date is indicated. Non-PolySkope branded products, such as computer and computer peripherals, are covered by the original equipment manufacturer's warranty. Warranties are not transferable from the original purchaser. Warranty coverage may be void if the product is moved outside of the country where the product was originally purchased. An optional extended warranty program is available at additional cost, as is warranty coverage outside of the country where originally purchased. For more information, call +1-405-633-0540 for Service Sales.

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**Sales Tax:** Applicable state sales tax will be added to your order. If you have tax exempt status, please forward a copy of your exemption certificate with your first order. **Payment Terms:** Payment terms are Net 30 days for customers with an established account. For all other customers, payment terms are as indicated on the attached quotation.

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# POLYSKOPE LABS

Claims and Returns: PolySkope attempts to fill, check and ship orders promptly. If errors occur, report them to PolySkope immediately. Any claims for damaged, missing or defective Product must be reported to PolySkope within 30 days from the date of receipt of the Product. In addition, buyer must promptly return a rejected Product to PolySkope, prepaid via PolySkope's preferred carrier, accompanied by a valid return authorization number obtained from PolySkope. For any valid claim timely made, PolySkope, at its option, may repair Product or replace Product with an identical or substantially similar Product. PolySkope does not accept return of erroneously ordered products that require blue or dry ice shipment.

Force Majeure: PolySkope shall not be liable for any delay or failure of performance, including without limitation, failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond PolySkope's reasonable control, including, but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, PolySkope Labs shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.

LIMITATION OF LIABILITY: POLYSKOPE'S LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE POLYSKOPE PRODUCTS AND SERVICES ON THE RELEVANT SALES ORDER. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL POLYSKOPE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, LOSS OF DATA, OR FOR ANY OTHER CLAIM, EXPENSE, LIABILITY OR LOSS OTHERWISE ARISING FROM ANY SALE OF PRODUCTS AND SERVICES TO YOU.

Order Placement: Please email a copy of your order to the PolySkope Sales team at: [info@polyskopelabs.com](mailto:info@polyskopelabs.com). (Mailed confirmations are not required) or via an online retailer. Please be advised that an account must be established with PolySkope Labs before orders will be processed for shipment. Contact our Sales Office at 405-633-0540 for more information.

**Note:** Any modification of the above terms will be valid only if confirmed in writing by PolySkope Labs from its corporate offices.