



## TERMS AND CONDITIONS OF SALE

### Definitions:

The SELLER means Genesis Instruments.

The BUYER means the customer of Genesis Instruments.

The CONTRACT means any contract for the sale of products by the Seller to the Buyer.

The PRODUCT means goods of any description forming the subject matter of this contract, including parts, components and ingredients of any materials incorporated into the product.

**Acceptance:** These terms and conditions of sale, together with information contained in Seller's written product order, quotation, acknowledgment and/or invoice, shall constitute the entire agreement and understanding of Seller and Buyer for the purchase and sale of Seller's products. Buyer must review acknowledgment for accuracy, and notify Seller immediately of any discrepancies. Buyer's acceptance of delivery of or payment for any product will constitute Buyer's acceptance of all terms and conditions of sale.

**Price:** All quotations and order acknowledgments, written, verbal, electronic or facsimile, are based on today's costs. In the case of annual purchase orders, if costs vary significantly prior to completion of the order, the Seller reserves the right to notify the Buyer of price changes. Prices exclude all freight, insurance, delivery charges and all taxes or duties, unless otherwise expressly agreed upon and indicated in writing by the Seller. Orders under \$50.00 will be assessed a \$5.00 handling fee.

**Quotations:** Quotations by the Seller, unless otherwise stated or agreed by the Seller in writing, will be open for acceptance for a period of thirty (30) days after the date of the quotation.

**Payment:** All invoices are payable, without discount or deduction of any kind, in U.S. dollars, thirty (30) days following the invoice date, if credit has been extended. Seller rejects all additional, different, or modified terms and conditions submitted by Buyer. The Buyer is required to pay an interest penalty of 18% per annum on any overdue amount from the date the payment was due to that on which it was made, and reimburse the Seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

**Risk; Title; Delivery:** Risk in the goods will pass to the Buyer as soon as the goods are shipped (FOB Elmwood, WI, unless otherwise noted).

**Claims/Complaints:** The Buyer will inspect all deliveries of goods as they are received and report within seven (7) business days of the delivery date to the Seller, any alleged error, shortage, defect or non-conformity of the received goods or to ask for a Return Authorization. Any claim of faulty goods must be accompanied by samples and/or photos to illustrate the fault. Failure by the Buyer to inspect and report the above will constitute a waiver by the Buyer of any claim or right of the Buyer against the Seller with respect to such error, shortage, defect or non-conformity. The Seller will have the option of replacing or crediting the invoice value of the goods delivered to the Buyer which are shown to be defective or non-conforming.

**Returns:** The Buyer MUST obtain authorization to return products purchased from the Seller, whether the product is defective or not, prior to any such return. Requests may be submitted to the Genesis Sales Department or directly to the QA Manager. Any request for a Return Authorization must be accompanied by a clearly detailed explanation as to the reason for the return, and in the case of allegedly defective product, samples and/or photos showing the problem. Requests for Return Authorizations for defective product must be submitted within the time frame defined in the Claims/Complaints section above. The Seller shall be responsible to review and approve or disapprove all requests for return and to notify the Buyer within seven (7) business days from the date of its receipt.

In the case of non-defective product, the Buyer may request a return and be issued, at the Seller's sole discretion, full credit, replacement or refund for up to thirty (30) days from the Invoice date. All product must be unmarked, in the original, sealed containers, be in good, resalable condition and be accompanied by the Invoice. A minimum 25% restocking fee will be charged after thirty (30) days for up to ninety (90) days from the date of Invoice, depending on the reason for the return. If the return is determined to be due to Seller's error, full credit, refund or replacement will be allowed for up to ninety (90) days. If the return is due to Buyer's error (or Buyer has changed their mind), credit, refund or replacement will be at the sole discretion of Seller. No requests for Return Authorization will be accepted after (90) days from the Invoice date. Discontinued products may not be returned, regardless of age.

Along with receiving authorization to return product, the Buyer will be issued a Return Authorization Number (RA#) by the Genesis QA Manager. The RA# must be clearly marked in large characters on any and all shipping cartons(s) or pallet(s) near the shipping address. Any returned products must be shipped to the Seller, freight prepaid, at the Buyer's expense, unless expressly agreed to by the Seller. Any return shipment received without an RA# clearly visible on the shipping carton(s) or pallet, will be refused.

**Liability:** The Seller makes no guarantees or assurances as to the results that may be obtained from the use of the products sold to the Buyer. It is the sole and exclusive responsibility of the Buyer to determine the suitability of any and all products purchased from the Seller for Buyer's intended purposes and uses. The Seller warrants that the products sold hereunder conform to the Seller's applicable specifications for such products (subject to Seller's standard tolerances for variations). Under no circumstances will the liability of the Seller to the Buyer exceed the invoice value of the product.

Under no circumstances will the Seller have any liability for --

- 1) any defects resulting from wear and tear, accidents, or improper use or storage after delivery;
- 2) any products that have been altered after delivery;
- 3) any information in the Seller's catalogs or other advertising or informational materials since they are intended only to convey a general idea of the product and not to form any part of the contract.

The Seller will not be liable for any failure in the performance of its obligations under the contract caused by factors beyond its control.

**Separability:** The invalidity or unenforceability of any provision, term, or condition of this contract will not affect the validity and enforceability of the remainder of the provisions, terms, or conditions.