

Terms and Conditions

1. Payment: All sales are F.O.B at LabTech, Inc. located in Hopkinton, MA 01748 with pre-payment unless other terms have been agreed upon. For all transfers, sending bank fees are paid by the purchaser and receiving bank fees are paid by LabTech. Payment is in US Dollars. Visa and MasterCard may be used for orders. A two percent service charge may be added to the invoice amount for this payment method. Shipments of instruments and equipment will be scheduled after receipt of order and payment.

2. Warranty and Service: Our standard warranty applies to new instruments, equipment and accessories. Consumable items such as glassware, needles and membranes are not included. For the period of warranty term specified below, the products shall be free from defects in material and workmanship under normal use and service when used in compliance with the applicable operating instructions.

TO ACTIVATE YOUR WARRANTY, THE WARRANTY AND SERVICE REGISTRATION FORM MUST BE COMPLETED AND RETURNED WITHIN TEN DAYS OF RECEIPT OF GOODS AND SHOULD BE FILLED OUT BY THE REGULAR USER OF THE INSTRUMENT OR THE LABORATORY MANAGER.

Freight charges to Hopkinton, MA for warranty work performed in our repair department are the responsibility of the customer. Return freight charges will be paid by LabTech for items repaired under warranty at our company. LabTech reserves the right to choose all freight and shipping carriers. For warranty work performed in the field, parts will be sent at no charge, and the defective item is shipped to LabTech, Inc., 114 South Street, Hopkinton, MA 01748. All items returned for warranty work must be assigned a RMA number by LabTech service department before the equipment is returned to the factory.

3. Limitation of Damages: LabTech shall not be liable for consequential damages of any kind arising out of the purchase, installation, use or misuse of the products. LabTech's liability for incidental damages shall be limited to the payment for the return freight (As specified above) on the defective products shipped to LabTech for repair or replacement.

4. Merchandise Returns: A return authorization RMA number is required for all merchandise returns. Returns must be made within 30 (thirty) days of receipt of goods. 25% of purchase price will be charged for return fees. If a return beyond this period is approved, there will be an extra restocking fee, which will be determined by one of our sales representatives. Packing should be carefully done. Original shipping cartons should be used whenever possible. All returns must be received undamaged and in new condition. Used glassware, needles, or other consumables are not returnable.

5. Order Cancellations: Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with LabTech's written consent and then only upon terms that will compensate LabTech for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

6. Taxes, Duties, and Permits: LabTech's quotes do not include any sales, use, excise, or similar taxes nor any export, import or other duties. The amount of any such taxes or charges applicable to the sale, use, exportation or importation of the products to be sold hereunder shall be paid by the buyer, or buyer shall provide LabTech a proper exemption certificate in respect thereof. All export and import permits required shall be furnished by the buyer.

7. Shortage or Shipping Damage: LabTech includes a packing list with each shipment listing the contents of each order. All claims for shortage, incorrect items or damaged items must be made within ten (10) days after receipt of shipment. We will attempt to correct problems immediately, usually by exchanging or replacing items. We may require incorrect or damaged items be returned for credit. If goods were damaged during shipment, please keep cartons for possible inspection.

8. Equipment Refurbishment: LabTech offers refurbishment on any of our equipment with expired warranties. Customers seeking these services will be asked to ship their equipment back to our repair department, where our technicians will evaluate the state of the equipment and determine the cost of repair. Repair quotes must be accepted by the buyer prior to refurbishment. Our repair department will restore the equipment to an optimal working condition, and provide a 90 day same-as-new warranty on all repaired components. In lieu of repair, LabTech may offer a trade-in value for used or damaged instruments which can be applied to the purchase of a new instrument. For more information on these services please contact us at support@labtechus.com

9. Shipping: LabTech reserves the right to choose the shipping carrier unless otherwise specified by the purchaser. LabTech may apply additional freight charges on a per carton and/or per pallet basis based on the selected shipper and the number of items being shipped. LabTech is willing to accommodate special requirements for international orders. Please specify at the time of the purchase any explicit requests.

10. Patents: The buyer shall hold LabTech harmless against any expense or loss resulting from infringement of patents, or trademarks resulting from its compliance with purchaser's designs, specifications or instructions.

11. Modification in Design or Discontinuance of Products: LabTech reserves the right to discontinue manufacture of products without notice, and to make modifications in design at anytime without incurring obligation to make such modifications to products previously sold.

12. Indemnification: The buyer shall indemnify the Company in respect of any claim which may be made against the Company arising in connection with the buyer's use of the Products.

13. Applicable Law: This contract for and any sale hereunder shall be governed by the laws of the State of Massachusetts.

14. Severability: If stated court of authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.