



YOUR BIOTECH INSTRUMENT DEPOT

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## CGT TERMS AND CONDITIONS OF SALE

Certified Genetool, Inc. (CGT) only warrants certified item(s) to meet CGT specifications for warranty period. CGT hereafter shall not be liable for any damages or injury resulting from buyers or third parties negligence, lack of training, use or misuse, or misapplication of the goods or item(s) purchased. Warranty period begins upon shipping date from CGT. CGT warrants parts and labor for 90 days (US ONLY) unless stated otherwise in quotation or pricing proposal. Your warranty is only valid if you have paid your invoice. If your invoice is overdue, warranty does not apply. Work WILL NOT be conducted until your invoice is paid in full. ANY Modification or alteration voids warranty. Any CGT installed item(s) physically moved or relocated from original install site or location by the customer voids warranty; therefore, CGT must be contacted to move/relocate any purchased item(s) for warranty to remain in effect and valid. Misuse or use of item by personnel or outside source voids warranty. If item(s) purchased or received is used as part of a system CGT does not warrant system or combined specifications. Should there be visible shipping damage to packaging or concealed shipping damage to item(s) supplied, buyer must communicate such damage to delivering entity or carrier upon receipt first and to CGT same day (no exceptions) item is accepted / signed for. Failure to do so voids warranty. Should there be an in-warranty service request with service work performed the warranty duration does not re-start. Customer decision to involve / procure third party or OEM service provider other than CGT to resolve in-warranty instrument failure or defect without first placing a service call with CGT or CGT pre-approved service entity voids warranty. Warranty resolution may involve CGT field service personnel, the Manufacturer directly, CGT certified service affiliates, return of item(s) to a CGT service location for 'depot' repair or any combination of the above with no restriction on fulfillment time. Instruments for International sales are certified and receive a functionality guarantee only ("as-is") as described in your original sales proposal or quotation and do not ship

with any implied warranty of any kind unless stated, negotiated, or purchased otherwise. Should items require shipment back to CGT, customer will be liable for all shipping and packaging charges.

Occasionally, CGT may supply an original software license document, original software registration article, or original manufacturer software media with an instrument and / or computer containing installed software supplied to CGT at time of instrument acquisition by CGT to our customer free of charge- for testing purposes only. It is the customer's responsibility to comply with original manufacturer End-User License Agreement (EULA) and to obtain current revision software, software updates, or valid current software licenses directly from the OEM when and where applicable. CGT shall bear no liability for buyer's negligence in any non-compliance with any EULA at any time. CGT is only able to supply current revision software, software updates, and valid software licenses from an OEM or distributor for which CGT is an authorized agent or distributor.

CGT reserves the right to not fill an order in part or in its entirety for any reason. These terms and conditions constitute the entire agreement between the parties and no other promises or agreements shall be of any force or effect unless otherwise put in writing and signed by both parties. Upon acceptance or receipt of purchased or received item(s) these terms shall be binding.

Shipping is the buyers responsibility unless otherwise communicated. If you don't select your preferred shipper at time of order you accept CGT's choice to use its preferred shipper and 'prepay and add' fees to your invoice. CGT ships FOB origin (Freight On Board). Purchasing FOB origin means responsibility of seller (CGT) stops when the 'goods' are delivered to the transporting company at/from our shipping point, warehouse, or CGT authorized service center. It is the buyer's responsibility to choose if they want to purchase insurance. Should damage or loss occur during transport, it is between the buyer and the transportation company to settle. It is the buyers responsibility to have item(s) picked up within 90 days of order unless storage arrangements are made in advance. Items still not picked up after 120 days will be deemed abandoned. NO refund will be given, unless communicated and agreed upon otherwise with CGT.

A purchase order corresponding to a faxed, mailed, or emailed official CGT quotation or pricing proposal constitutes the agreement for/with CGT to provide items quoted and for purchasing entity to receive/accept said items. Cancelled

order(s) are subject to up to 25% restocking charge. Orders cancelled during 'certification process' are subject to 10% fee. Orders cancelled after 'certification process' and ready for shipment are subject to 25% restocking fee.

Cancelled orders on shipped item(s), items delivered, replacement parts -rejected OR returned- for any reason other than defective subject to up to fifty percent restocking charge (schedule for restocking charge based on dollar amount of items ordered, <\$1000.00 constitutes a 15% restocking charge, orders from \$1,000.00 to \$25,000.00 mandate a 33% restocking charge, custom and 'new-in-the-box' orders and orders over \$25,000.00 subject to 50% restocking charge). In event order has shipped you will be responsible for restocking charge and all shipping charges incurred (outbound and return to CGT facility). Returns must occur within 14 days of receipt by buyer. After 14 days item(s) not returnable. CGT is not responsible for customer packaging negligence or carrier inflicted damage for any returned item. Customer will be billed for repair of item(s) damaged during return.

Any applicable sales taxes, tariffs, or fees are not included in pricing and shall be charged in addition to named prices if applicable. 'Net' payment terms commence the day the item(s) are delivered. A late fee of \$75.00 will be added if payment is not made by the due date. In addition, unpaid or late invoices will be assessed a 1.5% per month surcharge from date of invoice if not paid in full by indicated terms.

Any late rental payment will put rental in default and subject rented equipment to repossession of said equipment by CGT and a bill for all incurred recovery expenses along with invoice for balance of all remaining payments. Any 'credit' earned (see original quote if applicable) against purchase of rented equipment at end of rental term can be applied against specific instrument rented and NOT applied to other instruments with CGT.

CGT complies with US Commerce and Trade restrictions and export controls. Ultimate country of destination must be declared at time of order along with intended use(s) of ordered instrumentation. If you are a reseller, you as exporter, will be responsible for ALL shipping arrangements. Additionally, you may be asked to complete and sign a Domestic Use Statement. Any items not purchased in accordance with CGT Terms & Conditions of Sale, or in purchasing, accepting or receiving such items not in compliance with local, state, company or

purchasing entity, or national government guidelines; CGT shall not be held responsible but shall be held harmless for any events or occurrences which may occur due to the omission of any aforementioned items *or* due to lack of compliance with any above named regulatory entities by the laboratory or hospital or company or organization or purchasing entity doing business with CGT. Please don't hesitate to call CGT with any questions pertaining to our stated Terms & Conditions of Sale.

We look forward to doing business with you!