

scil animal care company inc.

Terms and Conditions of Sale

Controlling Provisions: No terms and conditions other than the terms and conditions contained herein shall be binding upon scil unless accepted in writing by scil. All descriptions, quotations, proposals, offers, acknowledgements, acceptances and sales of sellers products are subject to and shall be governed by the terms and conditions stated herein. Scil at its sole discretion shall have the right to change the terms and conditions and or the policies stated herein at any time without notice to customer. The customer's authorization for, or acceptance of, delivery of product or services hereunder shall be deemed acceptance of the terms and conditions in effect at such time.

Terms: Customer agrees to pay for the products according to the Seller's payment terms. In the event Customer fails to make any payment to Seller when due, Customers entire account with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. Customer does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Customer will assist Seller in taking the necessary action to protect Seller's security interest. All payments and interest are payable in U.S. dollars. If at any time customer has not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights Seller may suspend our performance under this agreement, including our warranty service.

Delivery: All sales shall be made F.O.B. point of shipment. Title to products (subject to Sellers rights) shall pass to the customer upon delivery to the carrier for shipment to Customer. Seller shall have no liability for any delays in delivery. All products must be stored, handled and used in compliance with labeling, package insert, user manuals or any other instructions or guidelines. Seller reserves the right to make delivery of products ordered by Customer in installments, with each shipment being treated as a separate transaction hereunder.

Reagent Policy: All reagent test kits have expiration dating. The life expectancy of a given kit may be adversely affected by environmental conditions such as heat and light. For maximum life expectancy, please note the appropriate storage conditions:

Refrigerated Items 2°C - 8°C (36°F - 46°F)

Non refrigerated Items (RT) 20°C - 25°C (68°F - 77°F)

Taxes: Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon sale or delivery of the items sold hereunder. If any taxes must be paid by Seller, or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Customer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Customer claims exemption from any tax imposed by any tax authority, Customer shall hold Seller harmless from and against any such tax, together with interest or penalties thereon which may be assessed if the items are held to be taxable.

Limited Warranty: Seller warrants that its products will conform to their written specifications and will be free from defects in materials and workmanship at the time they are shipped to the customer. This limited warranty does not cover damage to products due to accident, neglect, misuse, fire, flood, weather, or other events not within scils reasonable control. **THIS LIMITED WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR THE PURPOSE WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING ARE HEREBY DISCLAIMED.**

Limit of Liability: Seller shall have no liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the products or non-conformity with limited warranty. In no event shall seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied in warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

Return Goods Policy:

Overstocking, reduced usage, cancellation after shipment, out-of-date and limited dating are not acceptable reasons for return and will not be authorized.

Reagents and other material with a printed expiration date will be shipped with a minimum of five months dating. The Customer will be notified prior to shipment of available products that have been ordered with less than five months dating. At the option of the Customer Seller will ship these items with the understanding that they may not be returned.

Shipping errors and defective or damaged merchandise are acceptable reasons for return, if Seller is notified within five (5) Business days of receipt of material. If the Customer receives merchandise that is visibly damaged, insist that the carrier note the damage on the delivery receipt and sign all copies.

Requests for returns must be submitted in writing or by telephone to scil animal care company, Inc.

Distributors requesting returns must provide the original Scil packing slip and/or invoice numbers relating to the product(s). Requests for reagent returns must include product catalog and lot number, expiration date and quantity. Instrument requests must include catalog and serial numbers.

Upon receipt of the above information and approval, a RA number will be issued. This number should be written legibly on the shipping carton.

Authorized returns must be shipped prepaid freight, except returns due to shipping errors or damaged defective merchandise.

If accessories are not returned with an instrument approved for credit, or if an incomplete instrument is returned, the credit will be reduced by the retail cost of the missing accessories or parts.

Credit replacement orders will be processed after inspection of the returned merchandise and reconciliation against the return authorization.

The Return Authorization (RA) must be legibly written on the shipping carton of all goods authorized to be returned. All authorized goods to be returned should be returned to:

Scil Animal Care Company Inc.
Attn: Returns
151 N. Greenleaf Street
Gurnee, IL 60031

The original shipping carton and packing material should be used to return instruments. This shipping carton is designed to protect the instrument from damage in transit. Seller will assume no responsibility for freight damage on equipment unless returned in proper shipping containers.

Force Majeure: Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller. Events of Force Majeure shall include without limitation, accidents, act of God, strikes, or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond the Sellers control.

Governing Law: This agreement shall be governed in all respects by the law of the State of Illinois, USA. No actions arising out of the sale of the items sold hereunder or this agreement may be brought by either party more than (2) years after the cause of action accrues.