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You agree to use the **PAPYLON** website only for lawful purposes. You are prohibited from posting on or transmitting through the website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind. You agree not to access the website by any means other than through the interface that is provided by us for use in accessing the website.

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If goods herein being purchased are being purchased for purposes of export, purchaser must obtain from the Federal Government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void.

To avoid conflicts which may arise due to the different legislation and regulatory affairs of the various countries in which **PAPYLON** conducts business, any literature and/or promotional material including newsletters, produced by and/or available from **PAPYLON** are permitted to be used only by his Distributors to promote **PAPYLON** products and/or services in his country of residence.

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For all prices and products and/or services, **PAPYLON** reserve the right to make adjustments due to incorrect price(s), typographical error(s), technical(s) information in product and/or services information received/sent from/to our vendors, changing market conditions, product discontinuation, and/or errors in marketing details. **PAPYLON** is not responsible for manufacturer price changes, which may occur at any time without prior notice. This disclaimer by the seller in no way affects the terms of the manufacturer's warranty if any. All warranties are manufacturer warranties; therefore any defects will be referred to the manufacturer.

We cannot be responsible for items damaged, delay or lost in shipment when they are shipped via any common carrier freight companies, US Postal Service, couriers, and/or other means of transportations. You agree that after your item is handed over to the transportation company, you will not hold **PAPYLON** responsible for the loss or damage of your items. Please inspect all merchandise upon delivery and note any damage or shortage on the delivery receipt before signing. Any damage or shortage not reported at the time of delivery is the customer's responsibility. Open all cartons immediately whenever possible. If there is concealed damage, retain the carton and call our customer service line immediately to request an inspection, initiate a freight claim and obtain replacement parts if necessary from your carrier.

Whereas **PAPYLON** does not control the manufacture of the products it sells, we make no warranties either express or implied concerning these products. Warranties are limited to those expressly made by the manufacturer. Due to certain manufacturer's return policies, you will be required to contact those manufacturers directly to repair, replace or return your product(s).

All merchandise which does not include a warranty by the manufacturer or vendor is sold AS IS, without warranty. Product which have been subject to misuse (including static discharge), neglect accident or modification, or which have been soldered or altered during assembly and are not capable of being tested, are excluded from any warranty. In no event shall **PAPYLON**, its members, officers, employees or other representatives be liable for special, indirect, consequential, or punitive damages related to product sold.

**PAPYLON** shall have no liability for any loss or damage resulting from buyers or third parties negligence, misuse, or misapplication of the products and/or services. In no event shall **PAPYLON** be liable for any consequential damages of any nature whatsoever or any loss of income or profits. **PAPYLON** shall not be liable for any default in the performance of any obligation contained in, or related to, this contract, to the extent that performance is affected by any cause or causes beyond the control of **PAPYLON**, including but not limited to acts of God, any law, rule, regulation of or any act or request of any Government authority or agency, failure of any contractor or supplier, fire, loss of data from delays, system down, network or system outages, storm, flood, earthquake, explosion, accidents, acts of the public enemy, riot, labor dispute, labor or material shortage, and/or delays in transportation.

In our efforts to provide the best possible products and/or services to our customers, we reserve the right to substitute and/or modify our product(s), service(s), prices, specifications, availability, packaging, and/or other information(s) are subject to change without any prior notice.

All special, discontinued, promotional, clearance sales items and pricing is strictly limited to stock on hand, and are final, non-refundable, and not returnable.

Written quotations from **PAPYLON** automatically expire 3 days from issue unless otherwise extended on the quotation document. All orders based on quotation (written, verbal or otherwise) are subject to acceptance by **PAPYLON**. Prices are quoted ex-work supplier and/or **PAPYLON**.

**PAPYLON** is not responsible for typographical errors and we make every effort to ensure the accuracy of the information published in our catalogs, quotations, and websites. We strive to publish accurate price for the products we offer. However on occasion we do make mistakes. In the event a product is listed at an incorrect price and/or with incorrect information due to typographical error received from our vendors, **PAPYLON** will have the right to refuse and/or cancel any orders placed for products listed incorrectly.

We make every effort to provide you with an error-free Website. However, in the event there is a misprint, we reserve the right to correct copy or pricing to reflect the actual current status.

Some item illustrations are for display purposes only, may not be exact, and are not necessarily included in the purchase price. **PAPYLON** is not responsible for typographical or pictorial errors, and specifications may change without notice.

All items offered for sale are subject to availability. Many items on our website or catalog site come from various sources. **PAPYLON** is, therefore, bound to fluctuating currency exchange rates, making it necessary to occasionally increase prices. In addition, some domestic and overseas products may be discontinued without our prior knowledge. Should this apply to your order, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

**PAPYLON** has the right to refuse or cancel any such orders, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for a purchase and your order is canceled, **PAPYLON** will immediately issue a credit to your credit card in the amount of the charge.

**PAPYLON** prices are determined by the cost of the product when purchased from our distributor. Due to fluctuating wholesale costs from our distributor's prices may vary daily. **PAPYLON** offers the lowest current price possible. We cannot offer price protection since our distributors do not offer it to us. There will be no price adjustments given once your order is shipped. This is the only way we can ensure that we give our customers the best price possible.

## **WARRANTY**

The manufacture warrants each product for one year after purchase to be free from defects in material and workmanship under normal use and service. Under this warranty, any product shall be promptly returned to the factory, all freight charges are prepaid, and after inspection and proven defective, shall be repaired or replaced, but in no case shall liability exceed original purchase price.

This warranty is in lieu of all other warranties expressed or implied, and all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assure for any other liability in connection with the sale of its products.

This Warranty shall not apply to any product which shall have been repaired or altered by anyone other than the manufacture in any way so as - in the judgment of the manufacture - to affect its stability and reliability, nor which has been subject to abuse, misuse, negligence, or accident. We will not assume labor charges for unauthorized field repairs.

## **PAYMENT OPTIONS**

- All prices are quoted in US Dollars.
- All orders are prepaid in US Dollars (drawn on US Bank).
- We accept VISA, American Express, MasterCard, Discover Cards, and Paypal.
- Credit Card Charges and Wire Transfer may apply surcharge fees.
- If you prefer to pay by business check, personal check, cashier's check or wire transfer, please contact our customer service department.
- We no longer ship COD.
- Goods will not be shipped if total payment is not received prior to ship date.

## SHIPPING, HANDLING and INSURANCE TERMS

- Domestic and International Buyer pays for all shipping, handling and Insurance Costs.
- Import duties, taxes and charges are not included in the item price or shipping charges. International buyer is responsible for any incurred charges on import/customs duties, taxes, fees, and/or tariffs imposed by his/her government.
- Please check with your country's customs office to determine what these additional costs will be prior to bidding/buying.
- These charges are normally collected by the delivering freight company (shipping) or when you pick the item up – do not confuse them for additional shipping charges.
- We do not mark merchandise values below value or mark items as 'gifts' - US and International government regulations prohibit such behavior.
- Shipments to a California address require an additional sales tax, to be added to the total amount including shipping.
- **NON-REFUNDABLE** shipping, handling and insurance costs.
- Cost of delivering the returned items both ways will be the responsibility of the customer.
- When a material is classified as hazardous, additional charges are incurred.
- Prices include the company's standard packing for domestic shipments. Additional packing expenses for exporting or special packing to meet the purchaser's specifications will be paid by the purchaser.

Our regular shipping method is by FedEx & US Postal Service. Customers may specify a carrier for shipping. If you prefer any other methods of shipping, please contact our customer service department and we would be more than happy to assist you with your shipping needs.

We are not responsible for damages or loss incurring in transit. All products are shipped at the responsibility of the carrier and the customer. Before accepting merchandise from the carrier, inspect carefully and note any loss or damage on the delivery receipt. Refusal to accept merchandise from the carrier does not relieve the purchaser of responsibility of payment and filing necessary claims in the prescribed manner.

**PAPYLON** will not assume any risk of loss during shipment to the customer's destination, title and risk of loss will pass to the customer upon delivery to the carrier.

## RETURN POLICY

No return of merchandise will be accepted without our written consent and shipping instructions. **CUSTOM ORDERS are NOT RETURNABLE and NON-REFUNDABLE.**

All returns must be approved and received in the same condition as sold. If you wish to return something you must call for a Return Merchandise Authorization (RMA) Number or they will be refused. If you return an item you are responsible for all shipping charges both ways. Once receiving and processing your return, we will send you a confirmation via e-mail.

You have up to 7 days after purchase for a full refund, less 35% restocking fee. If you don't return the purchased item(s) within 7 days of purchase, non-returnable, no exception. Please allow up to 60 days to complete the return process. All items must be returned with original packing, including all warranty cards, manuals, cables, accessories, components, etc.

Other Restrictions may apply, if any deviation from our return policy outlined here will result in a delay of your refund, additional restocking fees, or refusal of your return.

## GENERAL POLICY

**PAPYLON** is committed to our customer's privacy. The information provided will remain confidential at all times. We do not sell, rent, use or disclose any information about our clients to anyone. **PAPYLON** guarantees your privacy as well as your satisfaction.

**PAPYLON** collects personal information such as name, address, billing information, shipping address, telephone number, e-mail address, credit card number, card type, cardholder name, expiration date, and other financial information when provided to us through secure registration, requested quotes, and order forms, in order to complete your purchase of products and/or services made through **PAPYLON**. We do not share this information with outside parties except to the extent necessary to complete that purchase.

Periodically, we may also use your personal information to promote new products and/or services through post mail and/or by e-mail. If, however, you prefer not receive such offers or information, just email us at [info@papylon.com](mailto:info@papylon.com). In extreme case and where required by law, **PAPYLON** may be forced to release customer information to legal authorities in the event of credit card fraud, illegal internet use, or unauthorized use or acts committed in connection with this site.

We may use third party tracking software to gather information about where users are coming from and how they are using our site. This data is collected and used in an aggregated form to evaluate our website performance and marketing programs. **PAPYLON** uses cookies, IP address and web log data to collect aggregate data about website visitors to help us understand how to best serve our customer. We may also use these methods in conjunction with your shopping cart, registration, and to make specific recommendations of products and/or services to you.

In some cases, we may provide contract service providers with your personal and transactional information in order to administer services to you. Our contracts with these companies require them to maintain the confidentiality and security of all personal and transactional information and to use it only for the purpose of delivering the products and/or services for which they were contracted.

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**PAPYLON** reserves the right to amend and update their privacy policy at any time. Any subsequent updates or amendments to our Privacy Policy will be disclosed here.

While using this website, you are taking the responsibility of maintaining the confidentiality of your account number, login information such as user-name and password and for restricting access to your computer. You also agree to accept responsibility for all activities that occur under your account. You must be at least 18 years of age or older to establish an account on **PAPYLON** website. **PAPYLON** and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

These terms and conditions constitute the entire agreement between the parties and no other promises or agreement shall be of any force or effect unless otherwise put in writing and signed by both parties. These terms shall be binding upon and shall accrue to the benefits of the parties hereto and their respective assigns and successors in interest, provided, however, that neither party may assign this agreement, or any of its interest herein, without the prior written consent of either party.

**PAPYLON** makes no assumptions as to the previous use of any equipment or instruments or supplies sold and makes no statements or guarantees as to its safety, appearance or prior use and warrants only its specifications as noted. Any applicable sales taxes are not included in this pricing and shall be charged in addition to the named prices if applicable. Any items not purchased in accordance with this named order and in not purchasing such items the laboratory is not in compliance with local, national, or state government guidelines, **PAPYLON** shall not be held responsible for any occurrences which may occur due to the deletion of such items.

#### **BUSINESS HOURS**

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