
1. ACCEPTANCE: Acceptance of any order is subject to credit approval by Advanced Analytical Technologies, Inc., (herein after the “Seller(s)”) and acceptance of the order by Seller. If Seller, in its sole discretion, determines that Buyer’s ability to pay or credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this agreement with no liability to Seller. By REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THESE TERMS & CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS, MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER (COLLECTIVELY “GOODS”). SELLER OBJECTS TO AND REJECTS ANY CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) AND NO SUCH TERMS WILL CHANGE THESE TERMS & CONDITIONS UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE TERMS & CONDITIONS VERBALLY.

2. PRICES AND TAXES: Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable, without charge other than applicable Vendor related charges.

3. PAYMENT: Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller. Payment is not contingent on Buyer’s ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer’s financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use your credit history for credit evaluation purposes. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

4. REMEDIES FOR NON-PAYMENT: If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer agrees to pay a charge on all amounts past due at the rate of 1 1/2% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller’s reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Buyer acknowledges that transactions to which these terms relate are commercial transactions.

5. TITLE AND RISK OF LOSS OR DAMAGE: All sales are F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. Claims for Goods damaged in transit are Buyer’s sole responsibility.

6. QUOTATIONS: All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.

7. ASSIGNMENT: An order shall not be assigned by Buyer without the express written consent of Seller. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party’s right to factor or sell receivables.

8. INTERPRETATION RESPONSIBILITY: PRODUCT USE AND SAFETY: Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Seller’s interpretations of such plans and specifications, and it is Buyer’s sole responsibility to assure that Seller’s Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability.

9. EXCUSABLE DELIVERY DELAYS: Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

10. CLAIMS: Claims for any nonconforming Goods must be made by Buyer, in writing, within two (2) days of Buyer’s receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such two (2) day period shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

11. WARRANTIES: Seller warrants to Buyer for one year from the date the Goods are delivered to Buyer that the Goods are free from defects in materials and workmanship under use in accordance with Seller’s instructions and utilizing reagents and other consumables supplied or approved by Seller. This warranty will not apply to any defect arising from willful damage, negligence, misuse or alteration or repair of the Goods without Seller’s express written approval, or to any reagents and other consumables not supplied or approved by Seller. Seller’s obligation under this warranty will be limited to the repair or replacement of those Goods that prove defective, at Seller’s discretion. THE WARRANTIES SET FORTH HERE ARE EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE MADE BY SELLER OR ARE AUTHORIZED TO BE MADE WITH RESPECT TO THE GOODS. SELLER’S LIABILITY FOR BREACH OF WARRANTY WILL IN NO EVENT EXCEED THE PRICE OF THE GOODS SOLD TO BUYER.

12. LIMITATIONS OF LIABILITY: UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INDIRECT LOSS, DAMAGE, EXPENSE, OR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO INTERRUPTION OF BUSINESS OR LOSS OF BUSINESS OR PROFITS) IN CONNECTION WITH THE DESIGN, MANUFACTURE, DELIVERY, INSTALLATION, SERVICING OR OPERATION OF THE PRODUCTS, EVEN IF SELLER WILL HAVE BEEN ADVISED IN ADVANCE OF THE LIKELIHOOD THEREOF.

13. MISCELANEOUS

(a) EXPORTS: If Goods are sold for export, Seller’s standard terms & condition for export sales apply. Acceptance of export orders is not valid until confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller.

(b) ANTI-MONEY LAUNDERING RESTRICTIONS: Seller rejects questionable orders and payments. Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers’ checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer’s name; wire transfers originated in Buyer’s account; letters of credit with Buyer as account party; and credit or debit cards in Buyer’s name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.

(c) GOVERNING LAW: These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of Iowa, United States of America, without giving effect to its conflict of law rules.