

TERMS, CONDITIONS AND POLICIES

TERMS UNLESS OTHERWISE NOTED:

10 Days From Invoice
1 ½% Interest Charge Per Month Over 30 Days

NOTIFICATION: PMS reserves the right to make changes in its prices, discounts, terms and conditions; however, PMS shall attempt to give customers notice prior to such changes.

SHIPPING: All shipping costs will be billed to the customer.

Products sold by PMS will be shipped by the method specified by the customer. If the customer does not specify the means of shipment, PMS will determine the method of shipment.

PMS will attempt to ship complete orders and in accordance with shipment dates set forth in the Acknowledgement to customer's order, PMS reserves the right to make partial shipments or to delay shipment until a completed order can be shipped. Delay in delivery of any shipment or installation shall not relieve the customer of its obligation to accept deliveries.

CHANGES IN ORDERS: All changes to customer's orders that have been previously acknowledged by PMS are subject to approval by PMS.

PRODUCT CHANGE: PMS reserves the right to use alternate products of equal quality and characteristics without notice.

REAGENT POLICY: All reagent test kits are expiration dated. The life expectancy of a given kit may be affected by environmental conditions such as heat and light. Store immediately refrigerated items at 2° - 10°C (36° - 50°F). Store non-refrigerated items at room temperature 20° - 25°C (68° - 77°F).

Reagents may be returned without charge only under one of the following conditions: a. Company recall. b. Individual kit deterioration.

Overstocked, slow moving, unused before expiration date are not acceptable reasons for return of kits.

All kits accepted for return will be replaced in kind.

Restocking Charge: Permission to return merchandise must be obtained from PMS prior to return. PMS reserves their right to accept merchandise for return. If any item is authorized to be returned for credit as a result of overstocking, a 25% restocking charge will be made. Only new unopened (in the box) goods may be returned. Only those items purchased within 30 days of any requested return are eligible for return under this policy. Discontinued items and products with expired shelf life cannot be returned for credit.

INSTRUMENT REPAIR POLICY IN WARRANTY: The warranty on all instruments sold by PMS commences on the date of delivery to the original user/owner. Any instrument sold by PMS, if found defective during the warranty period will be returned or replaced at the option of PMS without charge for parts or labor. The user/owner is responsible for all shipping, insurance and packaging charges. Warranty periods vary from instrument to instrument see the front of this from for the warranty duration on your equipment purchase. Loaner equipment will be provided, if available, while repairs are being made. User/owner is responsible for all shipping, insurance and packaging charges associated with the loaner.

Warranty is for repair of defective components only. Appearance items, such as corroded heat blocks, aperture tubes, pipettes or cracked cabinets will be replaced upon request at owner's expense.

INSTRUMENT REPAIR POLICY – OUT OF WARRANTY: The minimum charge for non-warranty repairs is \$90.00 plus price of parts and shipping cost.

Unless the customer requests an estimate of repairs, a maximum of \$300.00 will be charged without authorization

Repair charges are based on parts plus labor at the current prevailing rate. If cost exceeds \$300.00 or 10% of replacement cost of instrument, customer authorization will be requested before proceeding with repairs.

A ninety (90) day warranty will be given on parts replaced and associated labor. Intermittent and random failures of original parts are excluded.

Upon request of a loaner instrument, customer will be billed at the current prevailing rate for preparation plus shipping costs.

LOANER EQUIPMENT: Loaner equipment will be shipped on request. Customer will be charged at the current prevailing rate for preparation plus shipping cost. Preparation fees will be waived on in-warranty repairs. Upon receipt of loaner equipment, customer has the option to insure said equipment to cover risk of loss or assume personal responsibility for loss or damage in the event of fire, theft, negligence or any other cause beyond his control.

Customer will be charged a rental fee of \$10.00 per day beginning seven (7) working days following expiration of equipment repair estimate return time period or following return of customer's equipment. Failure to return loaner equipment will be considered a lawful violation.

PRODUCT WARRANTY AND LIMITATION OF LIABILITY: These warranties apply to all purchases made by PMS customers on or after 15 May 1986, or unless sold on an "as is" basis and supersede all previous PMS products warranties. PMS products are to be free from defect in material and workmanship for the period set forth on the front of this document, in accordance with the operating limitation and procedures given in the instruction manuals, and when not having been subjected to accident, alteration, abuse, or misuse. Use of unauthorized procedures, or products (including reagents not purchased from PMS) can void the warranty. Expendables and consumables are covered under individual product warranties described in product literature covering those items. User should return the warranty card to the manufacturer and retain proof of purchase.

THE WARRANTIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) EXCEPT TITLE.

The customer's sole and exclusive remedy is for repair or replacement of defective product or part thereof. PMS, its contractors and suppliers of any tier shall not be liable to customer in contract, in tort (including negligence) or otherwise for damage or loss of other property re equipment, loss of profits or revenue, loss of use of equipment, cost of capital, cost of purchase or temporary equipment (including additional expense incurred in using existing facilities), claims of third parties, or for any special indirect, incidental, or consequential damages whatsoever relating to obligations to PMS hereunder.

FORCE MAJURE: PMS shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority or for the purchaser, riot embargo, fuel, or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or storage facilities from usual sources or due to any cause beyond its reasonable control.

ATTORNEY'S FEES: If legal action is necessary to collect losses to PMS, the prevailing party in said action shall be entitled to attorney's fees, costs and expense incurred by said prevailing party in connection with this collection.

GOVERNING LAW: Sales and purchases of products and/or services pursuant to these terms and conditions shall be interpreted in accordance with, and governed by, the laws of the state of Florida.

VENUE: Venue for any cause of action, which accrues under this contract, shall be in Orange County Florida.

TAXES: Prices do not include any federal, state or local property, license, privilege, sales, use excise, gross receipt, value added, or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or relating to the sales from PMS to customers hereunder.