



## **TERMS AND CONDITIONS**

### **Agreement**

By doing business with Catalina Laboratory Products, the Buyer has read and understood the Terms and Conditions and by furnishing a purchase order, making a purchase, or accepting an Estimate, thereby agrees to the Terms and Conditions of Catalina Laboratory Products as outlined below (the "Agreement").

### **Limited Warranty**

- A. Catalina Laboratory Products herein referred to as "The Company" warrants the workmanship and materials of the goods the Company provides to the Buyer (the "Goods Sold") for a period of one (1) year, as of the date of purchase of the Good Sold (the "Warranty").
- B. THE COMPANY DISCLAIMS ANY OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE GOODS SOLD OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES HERETO PURSUANT TO THE AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHEATHER OR NOT THE COMPANY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF THE BUYER'S USAGE IN THE TRADE OR BY COURSE OF DEALING. THE BUYER HEREBY RELEASES THE COMPANY AND THE COMPANY'S REPRESENTATIVES FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM THE BUIYER HAS AGAINST ANY THIRD PARTY.
- C. The COMPANY SHALL NOT BE LIABLE TO THE BUYER (NOR TO ANY PERSON CLAIMING ANY RIGHT DERIVED FROM OR AS SUCCESSOR TO THE BUYER'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS ARISING OUT OF THE AGREEMENT, IRRESPECTIVE OF WHETHER THE COMPANY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT THE COMPANY SHALL NOT BE HELD LIABLE TO THE BUYER, AR ANY OTHER PERON, IN RELATION TO THE GOODS SOLD AND/OR THE SERVICES, IN AN AMOUNT GREATER THAN THE PRICE OF THE GOODS SOLD AND/OR THE SERVICES.

### **Shipping**

All goods shall be suitably packed, marked and shipped by the Company in accordance with requirements of common carriers in a manner to secure the best way of shipping the product. The goods shall be shipped in a manner to ensure proper protection and handling. All goods shall be shipped freight prepaid. The Company shall provide packing slips with each shipment that identify Buyer's information and the date of shipment. We strongly suggest that you inspect the merchandise before the Bill of Lading is signed. ACCEPTANCE OF SHIPMENT AND SIGNING OF THE BILL OF LADING ASSUMES THAT THE BUYER HAS INSPECTED ALL PRODUCT FOR ANY DAMAGE, INCLUDING CONCEALED DAMAGES AND HAS TAKEN RESPONSIBILITY OF SHIPMENT.

**Intellectual Property**

The Buyer covenants, represents and warrants that the Company owns any and all Rights in and to the Intellectual Property in and to the Goods Sold and/or any derivation thereof, as well as any Intellectual Property Developed during the provision of the Services ("Catalina Laboratory Product's Intellectual Property"). The Buyer shall not acquire or attempt to acquire any Right in and to Catalina Laboratory Product's Intellectual Property. The Buyer shall not contest any Rights of the Company in and to Catalina Laboratory Product's Intellectual Property. The Buyer shall not at any time apply for any registration of any of Catalina Laboratory Product's Intellectual Property or assist any other Person with such action.

**No Refund Policy**

Unless otherwise provided by law, notwithstanding any other term or provision to the contrary, the Buyer covenants, represents and warrants that the Buyer shall not be entitled to any refund of any amount paid in Company, including, without limitation, any amount characterizable as a deposit, an interim or partial amount or an amount in full. If such refund is agreed to by the Company, the Buyer covenants, represents and warrants that the Buyer shall be responsible for all costs associated with the return of any Goods Sold.

**Indemnification**

The Buyer shall fully indemnify and hold the Company and the Company's Representatives (the Indemnified Parties') harmless from and against all Losses incurred by any of the Indemnified Parties with respect to, arising from and/or our of any Claim that relates to and/or arises out of any act of omission of the Buyer in relation to the Agreement, the use of the Goods Sold, and/or acts by the Buyer during the receipt of the Services.

**Binding Authority**

The Buyer covenants, represents, and warrants that the Person executing the Agreement on the Buyer's behalf has authority to execute the Agreement and to bind the Buyer to the Agreement.

**Jurisdiction and Venue**

The Parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of Arizona, Pima County, for any actions, suits, or proceedings asserting a breach of the Agreement only. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of an alleged breach of the Agreement, in the courts of the State of Arizona or of the United States of America located in the State of Arizona, and hereby further irrevocably and unconditionally waive and agree not to plead or Claim in such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum. The agreement shall be construed in accordance with the laws of the State of Arizona.

**Partnership/Joint Venture**

The Agreement does not create a partnership, joint venture, or formal business organization of any kind, and neither Party has the Right to make any commitment of any kind for or on behalf of the other Party.

**Enforceability**

If any provision of the Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by Law. Without limiting the generality of the foregoing sentence, to the extent that any provision of the Agreement is prohibited or ineffective under Law, the Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under Law.

**Modification**

The Agreement contains, and is intended as, a complete statement of all terms of the arrangements between the Parties with respect to the matters provided for herein, supersedes any previous agreements and understandings between the Parties with respect to those matters, and cannot be modified or terminated except by a subsequent agreement in writing signed by the Parties.