



## Standard Terms and Conditions of Sale

These terms and conditions govern the sale of Products (“Product or Products”) and provisions of services (“Services”) by BioCentric Solutions LLC. (BCS) and its affiliates (“Seller”) as well as by third party vendors and/or service providers of Seller. These terms and conditions (“Agreement”) take precedence over Buyer’s supplemental or conflicting terms and conditions to which notice of objection is hereby given. Buyer’s acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. **Orders:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be canceled or rescheduled without Seller’s written consent. All orders must identify the products, unit quantities, applicable prices and requested delivery dates of the Products being purchased.
2. **Prices:** The prices of the Products are those prices specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in Seller’s cost, change in market conditions or any other causes beyond the Seller’s reasonable control. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation.
3. **Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller’s invoice.
4. **Payment:** Payment may be made by check, money order, credit card, or wire transfer (all fees are borne by the Buyer). A surcharge of 3% for credit card sales will be assessed except for sales shipped to these states: Colorado, Connecticut, Florida, Kansas, Maine, Massachusetts and Oklahoma. Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.
5. **Freight:** In our commitment to providing exceptional service and value to our customers, we offer free freight options based on the total value of your order and your location within the United States.

Our free freight policy is structured as follows to ensure clarity and fairness in our shipping practices.  
Free Freight Eligibility:

1. **West Coast Deliveries:** Orders with a total value exceeding \$3,000 are eligible for free freight to locations on the West Coast of the United States, including California, Oregon, and Washington.
2. **MidWest Deliveries:** Orders that surpass a total value of \$6,000 qualify for free freight to MidWest regions, encompassing states such as Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.
3. **Central Region Deliveries:** For our customers in the Central regions of the United States, including states like Alabama, Arkansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, and Texas, orders exceeding a total value of \$8,500 are eligible for free freight.
4. **East Coast Deliveries:** Orders amounting to over \$10,000 qualify for free freight to the East Coast, covering states from Maine down through Florida.

**Exclusions & Limitations:** The free freight offer applies only to standard ground shipping within the contiguous United States. Expedited shipping or special handling services are available at an additional cost. This policy does not cover returns. Return shipping costs are the responsibility of the customer, unless the return is due to an error on our part. Orders qualifying for free freight will be shipped using a carrier of our choice. Customers may request a specific carrier or expedited shipping at their own expense. The free freight policy is subject to change without prior notice. However, orders placed before any such changes will be honored under the terms active at the time of order placement.

6. **Delivery and Title:** Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller.

7. **Returns, Refunds and Exchanges:**

**Returns:** Only products originally shipped from BCS or from an authorized supplier (drop-ship) will be considered for return to BCS. By a Customer requesting return of products to BCS, the Customer certifies that the products were purchased from BCS and there has been no substitution of the product from another supplier, distributor or other source of the product. Any return must be in the original packaging and in unused condition except if approved for failure analysis/warranty evaluation by a BCS sales representative via a Return Material Authorization (RMA).

**Exchanges:** Any item for exchange must be in new condition and in the original packaging. Exchanges must be requested within 30 days of ship date. Defective item(s) may be exchanged/returned for the same item.

**Non-Cancelable and Non-Returnable Items:** Products listed as NC/NR status (Non-cancelable and Non-Returnable) are identified on the Cart Page for web orders and via Order Acknowledgement for all other orders.

**Return Freight / Restocking Fee:** BCS reserves the right to charge cancellation and restocking fees, at a minimum rate of 15% to be deducted from the Customer refund. BCS does not refund the original shipping and handling. Customer is responsible for all return freight charges. BCS does not accept COD shipments.

**Refunds:** Upon receipt and inspection of returned item(s), BCS will advise of the refund status. BCS initiates credits via the original method of payment within 48 hours of approval. Refunds via credit card can take up to 10 business days to post to the account.

### **How to Return an Item:**

1. Contact a BioCentric Solutions sales representative within 30 days of ship date of item(s) by calling our toll-free number at **1-800-956-3576** or by emailing **sales@biocentric.solutions**
2. BioCentric Solutions will issue a Return Material Authorization (RMA) number. Once the RMA number is received, the item must be returned within 14 days. BCS will provide the Customer with specific instructions on where to mail / return item(s) with the RMA number. In most cases returned items will be shipped to the CDI warehouse located at: [Biocentric Solutions LLC, 12400 Loma Rica Drive, Suite 11. Grass Valley, Ca. 95945](#)
3. Include the signed RMA in the return package stating the reason for the return and the original receipt.

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

**Limitation of Liabilities:** BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON (a) SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

**Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions

of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

**Technical Assistance or Advice:** If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

**General:** (a) The laws of the State of California will exclusively govern any dispute between Seller and Buyer, (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

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