## **Terms and Conditions**

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

## **Return Policy**

Any claim for credit or return goods must be made within 7 days of receipt. PeproTech will not accept returned products without prior authorization. No credit or replacement will be issued without a return authorization number. All returns are subject to a 20% return fee unless the products are returned due to lack of conformity with the specifications in PeproTech's data sheets. Please call Customer Service for return instructions.

## **Terms and Conditions of Sale**

All PeproTech products are purchased subject to the following terms and conditions of sale. These terms cancel and supersede all other terms, oral representations, or documents which relate to the purchase of products from PeproTech:

- 1. Any terms stated in customer purchase orders or supporting documents other than item, quantity, quoted price, desired shipping date, and recitals of obligations to comply with applicable laws are specifically rejected.
- 2. **Product Use Limitations:** PeproTech products are not for human use. Purchasers of PeproTech products agree to comply with the provisions of applicable federal, state and local statutes, rules, regulations, ordinances and orders when using PeproTech products.
- 3. **Shipping:** PeproTech's products have been formulated to allow shipment at ambient temperature. If your purchase order is received before 8:00 pm (EST), all available items are shipped by Federal Express for next day delivery.
- 4. **Resale:** In the absence of an expressed written agreement to the contrary, all products are sold by PeproTech Inc. for the exclusive use of the purchaser and are not to be resold.
- 5. **Prices & Payment Terms:** Prices are subject to change without notice. Payment terms are net thirty (30) days from receipt of invoice. 1.5% interest per month may be charged on past due accounts.
- 6. **Warranty:** PeproTech warrants to the original purchaser that products sold substantially conform to specifications provided with shipped products and are free from material defects. This warranty does not extend to any product which has been altered in any way by personnel other than PeproTech's employees or to any product which has been handled in a manner contrary to instructions included in product documentation. PeproTech is not responsible for patent infringement or other violations which may occur with the use of these products. PeproTech makes no warranty of the product's suitability for any purchaser's particular use; suitability for use must be determined by the purchaser or user of the products. All other warranties, express or implied are disclaimed to the fullest extent allowed by law. Purchaser's sole remedy under the above warranty shall be replacement with a conforming product, a credit toward future purchases of PeproTech products or, at PeproTech's sole discretion, a refund of the price of the product. If there is a question or concern please contact our Technical Support Department immediately so we may assist you.
- 7. **Information Changes:** PeproTech reserves the right to discontinue sales of any product or to change product descriptions and/or formulations at any time without notice to purchasers.
- 8. PeproTech reserves the right to withhold, cancel, or suspend shipment of any products in the case of labor troubles, accidents, civil commotion, war, acts of God, government regulations or restrictions, or any other causes beyond its reasonable control.
- 9. PeproTech reserves the right to assign, without permission, under any circumstances, in whole or in part, to any person, partnership, firm, corporation, or government agency or entity, any rights which may inure to it as a result of its sale of products.
- 10. Risk of loss on all products shipped to purchasers by PeproTech shall pass upon receipt of those products at purchaser's place of business.
- 11. All sales shall be governed by the laws of the State of New Jersey, USA.
- 12. In the event any one or more of these terms shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall be unimpaired and remain in force.