

**BVA SCIENTIFIC, INC.**  
**GENERAL TERMS AND CONDITIONS OF SALE**

**Instructions.** Read this agreement before signing it, because no written or oral statement, remark, agreement or understanding which is not contained in this agreement or in any Credit application will be recognized.

**ALL TRANSACTIONS BETWEEN BVA SCIENTIFIC, INC., AND ITS CUSTOMERS ARE EXPRESSLY SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF SALE. THESE TERMS AND CONDITIONS CAN NOT BE MODIFIED OR DELETED EXCEPT BY A WRITING SIGNED BY BOTH BVA SCIENTIFIC, INC., AND ITS CUSTOMER.**

**PRICING:**

Prices are current at the time the catalog is published. However, prices are subject to change without notice. Please contact your local sales representative or contact our office to verify your current pricing. If you have been provided with a quotation on an item, please provide that information at the time the order is placed. Minimum order charges, hazardous material fees, DOT repackaging fees and refrigerated handling fees may be assessed if applicable.

**SHIPPING TERMS:**

Freight terms are FOB Shipping Point, unless otherwise approved by your representative. Shipping will be prepaid and added to the invoice.

**PAYMENT TERMS:**

Provided a completed commercial credit application has been submitted to and approved by BVA Scientific, Inc., BVA will provide Net 30 payment terms to approved customers. All charges are due no later than 30 days from the date of billing. All sums unpaid by such date shall be subject to a finance charge until paid at the rate of 1.5% per month (18% per annum) or maximum rate allowed by law, whichever is less. All sums are due and payable at the offices of BVA Scientific, Inc., in Bexar County, Texas.

If a credit application has not been approved, all orders must be prepaid by Visa, Master Card, American Express, cashiers check, or ACH transfer prior to BVA Scientific processing the order.

**INSPECTION OF SHIPMENTS:**

Any single item with a value over \$250, must be **inspected immediately for any visible outward damage** before the delivery company leaves the premises. Any damages and exceptions must be noted on the Bill of Lading or delivery ticket. **Capital equipment that has been damaged should be refused** and left with the delivery company or carrier. BVA Scientific, Inc. must be notified immediately of the damage. **The item must be inspected immediately for concealed damage. In the event of concealed damage, the original shipping container must be saved for the inspection. BVA Scientific, Inc., should be notified immediately of such damage. Failure to adhere to this policy will release BVA Scientific, Inc. from any responsibility regarding replacement and/or credit.**

**RETURN GOODS POLICY:**

**BVA SCIENTIFIC, INC. WILL ONLY ACCEPT RETURNED GOODS IF SUCH RETURN COMPLIES WITH THE PROVISIONS IN THIS POLICY.**

- To ensure credit, returns must be pre-approved by an authorized BVA Scientific, Inc. representative, and assigned a return goods authorization number which must accompany the return.
- A request for return must be initiated within thirty days of the receipt of the merchandise.
- Risk of loss on items to be returned does not pass to BVA Scientific, Inc. until received at BVA Scientific, Inc..
- If BVA Scientific, Inc. determines that the return is a result of customer error, such items must be returned to the warehouse of BVA Scientific, Inc. at the expense of the customer
- Except for items which are returned as a result of an 'out of box' failure, all items must be returned in their original box. Unmarked, unused, unopened, and in resalable condition.

**The following items may not be returned:**

Refrigerated or sterile products may not be returned, even if they are unmarked and unused.

Made-to-order or specially ordered items (items not routinely stocked in the warehouse of BVA Scientific, Inc., or currently not sold by BVA Scientific, Inc.) may not be returned unless a vendor is willing to take back a specially ordered item. The return of a specially ordered item is subject to any restocking fee charged by the vendor.

Hazardous items may not be returned unless such items are routinely stocked items in the BVA Scientific, Inc. warehouse or historically sold by BVA Scientific, Inc.

Obsolete, discontinued, expired, short-dated, or items in units of measure less than the original unit of sale from BVA Scientific, Inc, may not be returned for credit.

### **FORCE MAJEURE**

In the event that BVA Scientific, Inc. shall be prevented from completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of the parties hereto, then it shall be excused from any further performance of its obligations and undertakings hereunder. If, however, performance by BVA Scientific, Inc. is not prevented but is instead interrupted or delayed by any occurrence not occasioned by the conduct of BVA Scientific, Inc. such as but not limited to an act of God or the act of conduct of any other person or entity not an agent or employee of BVA Scientific, Inc., then performance shall be excused for such period of time as is necessary after such occurrence in order to remedy the effects thereof.

### **SALES MERGER CLAUSE**

BVA Scientific, Inc. is not bound by any statement, promise, condition or stipulation not specifically set forth in this Agreement. No sales consultant, employee or agent of BVA Scientific, Inc. has authority to modify the terms of this Agreement or make any representation or agreement not contained in this Agreement, and anything to the contrary shall not be binding upon BVA Scientific, Inc.

**Waiver of Defects by Retention of Possession.** A retention of the goods for more than thirty days from the date of receipt constitutes a trial and acceptance, unless notice is given of a defect in the goods, and is a conclusive admission of the truth of all representations made by or for the seller, and voids all contracts of warranty, whether express or implied.

**PURCHASER ACKNOWLEDGES AND REPRESENTS THAT PURCHASER HAS READ AND UNDERSTANDS THIS AGREEMENT, AND ALL ATTACHMENTS, AND THAT PURCHASER HAS NOT RECEIVED ANY REPRESENTATIONS AND IS NOT RELYING ON ANY STATEMENT, PROMISE, CONDITION OR STIPULATION NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT OR THE ATTACHMENTS.**

### **BVA SCIENTIFIC, INC.'S WARRANTY POLICY:**

**THE CUSTOMER, BY PLACING AN ORDER WITH BVA SCIENTIFIC, INC., ACKNOWLEDGES THAT THE ONLY WARRANTY OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, MADE BY BVA SCIENTIFIC, INC., WITH RESPECT TO ANY PRODUCT IS THE WARRANTY OF TITLE. OTHERWISE, BVA SCIENTIFIC, INC., MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WHATSOEVER. THE ONLY WARRANTIES, OTHER THAN THE WARRANTIES AS TO TITLE, ARE THOSE PROVIDED BY THE MANUFACTURER OF THE PRODUCT IN QUESTION. THE CUSTOMER IS SPECIFICALLY DIRECTED TO THE MANUFACTURER'S WARRANTIES AS SET FORTH IN THE LABELING AND LITERATURE WHICH ACCOMPANY THE PRODUCT FOR THEIR TERMS AND CONDITIONS.**

By purchasing products from BVA Scientific, Inc., buyer acknowledges that BVA Scientific, Inc., has not made, does not make and specifically negates and disclaims, any and all warranties (other than warranty of title), representations, promises, covenants, agreements and/or guarantees of any kind or character whatsoever, whether expressed, implied and/or statutory, oral or written, past, present or future. Buyer further acknowledges that BVA Scientific, Inc. is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the products or their use or operation, including, but not limited to such matters that are furnished by the manufacturer. BVA Scientific, Inc., shall not be liable, either in tort or in contract, for any loss or damage, whether direct, incidental or consequential, arising out of the use, misuse and/or inability to use the products which it offers for sale, none of which are manufactured by BVA Scientific, Inc. expressly including loss resulting in bodily injury, sickness, disease, or death.

To the fullest extent permitted by law, Buyer agrees to defend, indemnify, and hold harmless BVA Scientific, Inc. and their employees, agents, successors, and assigns from and against claims, damages, loss, and expenses, including but not limited to attorney's fees, arising out of or resulting from the goods sold to Buyer, including any claim, damage, lost or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use, resulting there from, except for those harms caused by gross negligence of BVA Scientific, Inc..

**NO CONSTRUCTION BASED ON AUTHORSHIP**

No portion of this agreement may be construed more or less favorably for or against any party by reason of their status or by reason of the authorship of this agreement.

**AGREED TO this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_.

**BY:**

Printed Name of Officer of Company \_\_\_\_\_

Signature of Officer \_\_\_\_\_