

## LAB PROCUREMENT SERVICES, LLC. 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 LAB PROCUREMENT SERVICES, LLC, 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 LAB PROCUREMENT SERVICES, LLC, 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 Lab Procurement Services, LLC, LPS 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 Lab Procurement Services, LLC, in Knoxville, TN.

If a credit application has not been approved, all orders must be prepaid by Visa, Master Card, American Express, PayPal, cashier's check, or ACH (wire) transfer prior to Lab Procurement Services, LLC processing the order. Wire transfer instructions are available on request.

### **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. Lab Procurement Services, LLC 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. Lab Procurement Services, LLC, should be notified immediately of such damage. Failure to adhere to this policy will release Lab Procurement Services, LLC from any responsibility regarding replacement and/or credit.**

### **RETURN GOODS POLICY:**

**LAB PROCUREMENT SERVICES, LLC 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 Lab Procurement Services, LLC 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 Lab Procurement Services, LLC until received at Lab Procurement Services, LLC.
- If Lab Procurement Services, LLC, determines that the return is a result of customer error, such items must be returned to the warehouse of Lab Procurement Services, LLC 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 Lab Procurement Services, LLC, it's vendors, or currently not sold by Lab Procurement Services, LLC) 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 Lab Procurement Services, LLC warehouse or historically sold by Lab Procurement Services, LLC

Obsolete, discontinued, expired, short-dated, or items in units of measure less than the original unit of sale from Lab Procurement Services, LLC, may not be returned for credit.

**FORCE MAJEURE**

In the event that Lab Procurement Services, LLC 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 Lab Procurement Services, LLC is not prevented but is instead interrupted or delayed by any occurrence not occasioned by the conduct of Lab Procurement Services, LLC 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 Lab Procurement Services, LLC, 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**

Lab Procurement Services, LLC is not bound by any statement, promise, condition or stipulation not specifically set forth in this Agreement. No sales consultant, employee or agent of Lab Procurement Services, LLC 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 Lab Procurement Services, LLC

**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.**

**LAB PROCUREMENT SERVICES, LLC'S WARRANTY POLICY:**

**THE CUSTOMER, BY PLACING AN ORDER WITH LAB PROCUREMENT SERVICES, LLC, ACKNOWLEDGES THAT THE ONLY WARRANTY OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, MADE BY LAB PROCUREMENT SERVICES, LLC, WITH RESPECT TO ANY PRODUCT IS THE WARRANTY OF TITLE. OTHERWISE, LAB PROCUREMENT SERVICES, LLC, 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 Lab Procurement Services, LLC, buyer acknowledges that Lab Procurement Services, LLC, 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 Lab Procurement Services, LLC 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. Lab Procurement Services, LLC, 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 Lab Procurement Services, LLC 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 Lab Procurement Services, LLC 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 Lab Procurement Services, LLC.

**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 \_\_\_\_\_

**Commercial Credit Application  
 Lab Procurement Services, LLC  
 P.O. Box 548, Knoxville, TN 37901-0548  
 Phone (865) 622-5320 Fax (865) 673-9296**

Company Name:		Date Of Application:	
Address:		Shipping Address: (if different from company address)	
City, ST, Zip:		Contact Name:	
County:	Years at Address:		
Phone:		Address:	
Fax:		City, ST, Zip:	
Purchasing Contact:		Phone: Fax:	
Accts. Payable Contact:			
Company's Web address:		Are there additional shipping locations? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Type Of Business (Check all that apply)			
<b>Government:</b> <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal <b>Tax Status</b> <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt (If exempt please include tax certificate)			
<b>Type of Business:</b>		<b>Principal Officer / Partner</b>	
<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation		Name:	
		Title:	
		Phone:	
State of Incorporation:		Filed Bankruptcy in the last 7 years: <input type="checkbox"/> No <input type="checkbox"/> Yes	
Date of Incorporation:			
Dun&Bradstreet #:		<b>Estimated Total Annual Spending: (required)</b>	
Business Start Date:		<input type="checkbox"/> Less than \$50,000 <input type="checkbox"/> Greater than \$50,000	
# of Employees:		<b>Estimated Initial Start-up order: \$</b>	
Has the company filed for bankruptcy in the last seven years: No Yes		(If >\$20,000, please provide copy of financial statement to support application)	
<b>Trade Reference #1</b>		<b>Bank Reference:</b>	
Co. Name:		Name:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Accounting Firm:	
Phone: Fax:		Contact Person:	
		Phone:	
<b>Trade Reference #2</b>		<b>Venture Capital Information, if applicable:</b>	
Co. Name:		Venture Capital Company Name:	
Contact Name:		Address:	
Address:		Contact Person:	
Email:		Phone:	
Phone: Fax:		Amount committed:	

## Terms and Conditions for Credit

The undersigned agrees to pay for all purchases at the offices of Lab Procurement Services, LLC, in Knox County, Tennessee, according to Lab Procurement Services, LLC's general terms and conditions of sale. No terms or conditions of purchase orders different from Lab Procurement Services, LLC's general terms and conditions of sale will become part of any transaction unless specifically approved in writing by Lab Procurement Services, LLC. No waiver of any terms as herein provided shall constitute a waiver of this agreement.

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. In the event this account is placed in the hands of an attorney for collection, the undersigned agrees and promises to pay reasonable and necessary attorney's fees.

No deductions are allowed unless agreed upon by Lab Procurement Services, LLC, in writing. Any returns are to be made with prior approval only and may be subject to a restocking charge.

The undersigned authorizes Lab Procurement Services, LLC to release of all information needed to verify the contents of this application or to otherwise process this application, including, but not limited to, contacting third parties concerning creditworthiness of the applicant. The applicant further agrees to hold Lab Procurement Services, LLC harmless from any and all information herein solicited or disseminated by Lab Procurement Services, LLC

The undersigned hereby consents to Lab Procurement Services, LLC's use of a non-business consumer credit report on the undersigned in order to evaluate the creditworthiness of the undersigned as principal, proprietor, or guarantor in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Lab Procurement Services, LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

The laws of the state of Tennessee shall be applicable to any litigation arising from this agreement. In the event of litigation, applicant agrees that the proper venue shall be Knox County, Tennessee.

\_\_\_\_\_ Signature \_\_\_\_\_

### Witness

Your Name (Please Print) \_\_\_\_\_

Title \_\_\_\_\_

### Guaranty Agreement:

In consideration for the extension of credit contemplated in the foregoing agreement, I hereby guaranty payment for all amounts purchased or owing now or in the future under such agreement and/or between the parties, including the principal sum, interest, costs of collection and attorney's fees and agree to pay same to the offices of Lab Procurement Services, LLC, in Knox County, Tennessee.

Signature \_\_\_\_\_ SSAN \_\_\_\_\_  
(Individually)

Signature \_\_\_\_\_ SSAN \_\_\_\_\_  
(Individually)

Note: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding agreement), because all or part of the applicant's income derives from any public assistance program: or because the applicant has in good faith exercised an right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission.