

## **Terms and Conditions**

#### General

Innovative Microscopes, assumes no responsibility for typographical errors. Innovative Microscopes products are continually improved, and as a result, Innovative Microscopes reserves the right to update, discontinue, or otherwise alter product offerings or marketing materials at any time without written notice. Please contact the factory for the most up to date information available.

## **Limited Warranty**

Innovative Microscopes warrants this microscope to be free from defects in material and workmanship under normal use and service for the life of the instrument. The warranty does not cover damage resulting from abuse or misuse, repairs or alterations performed by other than authorized Innovative Microscopes repair technicians, or damage occurring in transit or caused by parts lost or which fail due to accident, fire, theft, chemicals or acts of nature or war.

Warranty does not cover lenses that have become inoperable due to dirt as a result of misuse or lack of maintenance. Any cameras, software and accessories supplied with this microscope are warranted from date of purchase as follows:

Cameras: 1-year limited warranty.

Software: 12 months.

Stereo microscope: 12 months

Articulating Arm: 12 months.

Other than set forth above, Innovative Microscopes hereby disclaims all warranties, express or implied, or fitness for a particular purpose.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. If you have questions concerning this product or warranty, please contact us. No other warranty of any kind is made, expressed, or implied. For warranty service, you must contact us for a Return Merchandise Authorization (RMA) number within five (5) days after the occurrence of the defect.

#### **Price and Payment**

All previously issued pricing are superseded and prices are subject to change without notice. All prices are FOB factory and all terms are Net 10. Prices do not include special packaging, installation, taxes, or special requirements specifically mentioned. Orders are subject to approval by the Innovative Microscopes.

### **Order Processing and Handling Charges**

We do not assess handling charges on standard orders. We reserve the right to add a handling charge to any special or custom order. All special or custom orders are considered non-cancellable and non-returnable.

#### **Returns**

Any merchandise returned without prior written authorization, and proper markings on packaging, will be refused. All returned items must be accompanied by RMA (Return Material Authorization) paperwork, as well as the number clearly written on the exterior packaging. All returns must be sent prepaid; collect shipments will be refused. Customers are responsible for in-bound freight on repairs. The customer will be contacted for authorization of any repair charges which may be necessary. Innovative Microscopes is responsible for return freight charges on repairs for approved warranty work only. RMA numbers are valid for (30) Thirty Days. Custom products, factory seconds, discontinued items, and any other specialty product cannot be returned. All materials returned for credit must be in factory sealed cartons, and in salable condition. Returns accepted within 15 days subject to a 30% restocking fee.

### **Freight and Delivery**

All shipments are FOB, San Marcos, CA. Drop shipments to the continental United States only. Freight collect within continental United States only. All shipping dates are approximate, and Innovative Microscopes will bear no responsibility for any delays beyond our control. For deliveries outside of the continental United States, please consult factory.

#### **Shortages, Errors, and Damaged Goods**

We strive to ship all orders correct and complete. Should any product shortages or errors arise, they must be reported to Innovative Microscopes within (10) Ten Days of invoice date. Goods that are damaged in transit must be claimed upon receipt with the specified freight carrier. We will certainly work with you wherever possible, to help expedite the claims process and get the customer their required goods.

# **Intellectual Property**

If any Product includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, if any, for such Products, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Buyer acknowledges and understands that Seller is not the manufacturer of any Products ordered or to be supplied to Buyer and is not liable to Buyer or any third party for any copyright, design or patent issue, right or claim that may arise in relation to any Product.

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