

Delivery: Delivery times may vary. Some items can ship from stock on the day of order if the order is placed prior to 1:00 P.M. EST.

Order Acknowledgements: Orders are acknowledged if an e-mail address is supplied.

Payment: Only credit card orders are accepted on-line. Credit terms on orders not paid by credit card are payment NET 30 from the date of shipment. In the event that the customer fails to pay for any purchase made on credit terms extended by ICL within the time within which payment is to be made, the customer agrees: (i) to pay ICL's legal fees incurred to collect the unpaid balance due and all other collection costs, including costs for expert witnesses; and (ii) to pay interest on the unpaid balance from the date of shipment to the date of payment in full at the rate of 12% per year. Shipping, handling and insurance charges are added to product charges.

Quotes: Quotations are good for 30 days unless otherwise specified. If, on its face, a quote is made with the understanding that an order is not expected within 30 days, then the quote will in any event expire in 60 days; and if an order is submitted in 60 days the quote will be deemed terminated. Quotes in excess of 90 days must be authorized by an ICL corporate officer.

Check Policy: By using a check for payment you agree to the following terms: In the event your check is dishonored or returned for any reason, you authorize us to electronically (or by paper draft) re-present the check to your bank account for collection of the amount of the check, plus any applicable fees as permitted by state law.



Minimum Order: \$100.00, exclusive of shipping. For orders placed on-line for less than \$100.00, a service charge equal to the difference between the order amount and \$100.00 will be added to the order.

Shipping, Handling & Insurance: All orders within the continental United States will ship VIA FEDEX. International orders and orders shipped to destinations outside of the continental United States will ship FEDEX next day air. The F.O.B. point is Garfield, New Jersey. FEDEX insures shipments for \$100.00. Customers are responsible for shipping losses in excess of \$100.00. Orders are insured for full value if they have an invoice value in excess of \$200.00. Handling, shipping and insurance charges are added to the invoice amount. FEDEX or other shipper imposed charges, such as the \$10 charge for filing SEDs (Shipper Export Declaration) for shipments in excess of \$2500, are the customer's responsibility and will be added to ICL's invoice.

Confirming Orders: Please do not send confirming orders VIA other means unless they are CONSPICUOUSLY marked as "confirming". Confirming orders which are not CONSPICUOUSLY marked as "confirming" may be duplicated and the customer will be charged for both orders.

Restocking Charges: Returns of items ordered by mistake are totally within ICL's discretion. If ICL elects to accept the return of an item ordered by a customer in error or any duplicate order not marked as confirming, there will be a restocking charge equal to the greater of 25% of the invoice or \$50.00. ICL does not normally accept returns of custom items or non-standard size optics, but in the event that it does so the minimum restocking charge will be at least 50% of the purchase price. In no event will returns be accepted after 15 days from the date of shipment, nor will returns be accepted of opened optics.

Blanket orders: Blanket Order Contracts for goods or services are valid as specified in this Quotation but may not exceed more than one (1) year from the original purchase order date. After the order has expired beyond the original completion date on the original order, Seller reserves the right, at the Buyer's expense, to invoice and ship all remaining goods not yet obtained by Buyer per the order. In the absence of shipping instructions from the Buyer, the Seller, on behalf of the Buyer, shall exercise its own discretion as to the method of shipment to be used.

Warranty: Nonconforming or defective optics, cuvettes, cells and sampling accessories with optical components will be repaired or replaced at ICL's option at no charge provided that they are returned not later than 10 days after the date of shipment or within 48 hours of receipt, whichever comes first. All returns must be in the original shipping container. If the nonconformity of an optic can be determined by examining a single optic, the remainder of the optics must be returned unopened. Laboratory presses and dies are warranted to conform to the specifications most recently published by ICL and to be free from latent defects in materials and workmanship for six (6) months after the date of shipment. All other ICL products not specified above are warranted to comply with ICL's most recently published specifications for those products and to be free from latent defects in materials and workmanship for the period stated

by ICL with respect to such product and if no period is stated then for a period of 30 days from the date of shipment of the product. Patent defects (defects which can be observed upon inspection and reasonable testing) will be repaired, or the product will be replaced by ICL at ICL's option, if the product is returned within 10 days after the date the product is shipped or 48 hours after the product is received, whichever comes first. Calibrations should be verified by the customer before any cell or other calibrated accessory is used. ICL will not rebuild or recalibrate any cell or other accessory that has been used by the customer if customer verification of the calibration prior to use was feasible. ICL is not responsible for ordinary wear and tear, mishandled products and scratches or other damage to any polished product caused by improper customer handling. ICL will repair or replace at ICL's option any defective or nonconforming product which is returned to ICL in the manner herein specified within the warranty period. All returns made within 30 days of original shipment or of items with patent defects must be in the original shipping container. Return authorizations must be obtained before shipment of a product for warranty service to enable ICL to identify the returned item upon arrival. The customer is responsible for shipping products to ICL for warranty repair and for insuring the product for full value for damage in transit. NO WARRANTY SHALL APPLY TO PRODUCTS THAT ARE RETURNED WITHOUT A RETURN AUTHORIZATION. THE REMEDIES SET FORTH ABOVE ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. NO WARRANTIES OR REMEDIES SHALL BE IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH ABOVE. ALL OTHER WARRANTIES ARE DISCLAIMED. IN NO EVENT SHALL ICL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING ANY SUCH DAMAGES AS MAY ARISE FROM THE FAILURE OF ANY WARRANTY OR LIMITED REMEDY OF ITS ESSENTIAL PURPOSE.

Other: All claims in respect of products, orders or invoices and all matters arising out of any quote or order or the use or performance of any ICL product, shall be governed by the laws of the State of New Jersey, and the Courts of the State of New Jersey shall have jurisdiction over all such matters and all parties, to which all customers consent by placing an order. Claims for unpaid invoices made in small claims court, which in New Jersey is the Special Civil Part of the Superior Court, may, if made by ICL without a lawyer, include a claim for the maximum jurisdictional amount which amount will be deemed to cover ICL's expenses of bringing the claim.

All invoices not paid within 30 days shall bear interest from the date of shipment at the highest rate permitted by law for loans to business entities in New Jersey as provided in N.J.S.A. 2C:21-19 and N.J.S.A. 31:1-6. In the event of any suit by ICL to collect unpaid invoices, the customer agrees to pay interest at the aforesaid maximum legal rate and to pay ICL's reasonable attorney's fees which will be added to the amount of any judgment. Dealers that do not pay invoices within terms will forfeit discounts.