

ANDalyze, Inc. TERMS & CONDITIONS

Effective Date: April 26th, 2010

Welcome to www.ANDalyze.com (the “Website”). ANDalyze, Inc. (“We,” “us,” or “ANDalyze”) is pleased to serve you under these ANDalyze Terms and Conditions, as amended from time to time (“Terms”). Please read these Terms carefully. **YOUR USE OF THE WEBSITE, YOUR PURCHASES FROM US, OR YOUR PROVISION OF ANY PERSONALLY IDENTIFYING INFORMATION CONSTITUTES YOUR AGREEMENT TO THESE TERMS, INCLUDING BUT NOT LIMITED TO, THE ANDALYZE PRIVACY POLICY**, which is incorporated herein. **IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE OR PROVIDE ANY PERSONALLY IDENTIFYING INFORMATION.** “You” means an individual who is an ANDalyze customer or Website visitor. If you are an agent, you warrant that you are authorized to legally bind your principal to these Terms and also agree on your own behalf.

YOUR JURISDICTION. If the laws of your country do not allow you to use this Website or to engage in transactions under the Terms, do not use this Website.

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PART ONE – TERMS APPLICABLE TO EVERYONE WHO USES THE WEBSITE

1. Contacting Us & Our Address for Legal Notice; Notices to You.

This Website is provided by ANDalyze, Inc., a corporation formed under the laws of Delaware. Our general email address (customer service) is sales@andalyze.com and telephone number is: +1 217 328 0045. We do not charge

you for merely using our Website. If a particular activity carries a charge, it will be disclosed in connection with the activity.

To send us a legal notice, mail it by certified mail (return receipt requested) to:

Attn: ANDalyze, Inc.
60 Hazelwood Drive
Champaign, Illinois 61820 USA

Delivery will be deemed to have been made by you to ANDalyze five (5) days after the date sent. Do not send us legal notice by another method because some of those methods will reach employees who are not trained to deal with legal notices. You may also contact us for more information about our services, if you have a complaint or if you want to receive the above information at your email by sending us an e-mail to the address we provide on the Website. If a law requires us to accept email notice notwithstanding the foregoing, call us at +1 217 328 0045 for our address established for receipt of such notices. If you are a California resident, the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210.

When we need to contact you, including when we give legal notice, you agree that we may send it to a postal or email address that we have for you or that we may post notice on the Website. You agree to update your address information periodically. All notices from ANDalyze to you will be deemed delivered at the earlier of (i) five (5) days after the date sent if sent via email or postal mail or (ii) thirty (30) days after posting on the Website.

2. Privacy Policy.

Our [Privacy Policy](#) (click to read it) is part of and incorporated into these Terms. It contains our practices regarding personally identifying information (“PII”) about you.

3. Site Features, Functionality and Availability; Termination.

You may use the Website when and as available. Although we generally intend the Website to be available 24/7, it will not always be available (e.g., during maintenance, changes, outages and for other reasons we determine). We reserve the right to change or eliminate, and restrict or block access to all or any part of the Website from time to time without notice.

4. Supplemental Terms.

Supplemental terms may appear on the Website in connection with particular activities or transactions. These include but are not limited to additional payment processing terms provided at the point of purchase.

5. Your Conduct.

You agree that you will not violate any law, contract or intellectual property right, or commit a tort. You also agree not to:

- (a) attempt to access any service or area of the Website that you are not authorized to access;
- (b) alter information on or obtained from the Website;
- (c) use any robot, spider, scraper or other automated means or interface not provided by us to access the Website or to extract data;
- (d) reverse engineer any aspect of the Website or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Website (except as otherwise expressly permitted by law);
- (e) send to or otherwise impact us or the Website (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, “spyware”, “adware” or other code that could adversely impact the Website or any recipient;
- (f) access or use the Website or any service for any unlawful, unintended (by us) or harmful purpose, or other than in full compliance with applicable law and the Terms;
- (g) take any action which might impose a significant burden (as determined by us) on Website infrastructure;
- (h) interfere with the ordinary operation or mission of the Website or services; and
- (i) “frame” our Website or otherwise make it look like you have a relationship to us or that we have endorsed you for any purpose.

6. No Commercial Use.

You may use the Website solely for personal, lawful and non-commercial purposes in compliance with these Terms.

7. Our Ownership of Content; Copyright© 2010 ANDalyze; All Rights Reserved.

All Content* on or relating to the Website is the property of ANDalyze or its affiliates, licensors or suppliers and is protected by U.S. and international copyright, patent, trademark, trade dress or other intellectual property or additional laws, by this contract or notices, and by robot exclusion headers and other technological measures. No Content may be copied, distributed, republished, uploaded, posted or transmitted in any way except pursuant to the express provisions of these Terms or with our prior consent in a non-electronic record; all rights not expressly granted to you are reserved. Modification or use of Content for any other purpose may violate intellectual property rights, and no title to copies or to intellectual property rights are transferred to you – all title and rights remain with us. Permission is granted to electronically copy and to print in hard copy portions of this Website for the sole purpose of (i) obtaining a copy of these Terms and any other contract or disclosure that we are required to provide to you or that is part of our transaction with you, and (ii) using this Website for information input or for ordering goods or services subject to these Terms.

Nothing contained in the Entire Agreement shall be construed as conferring by implication, estoppel, or otherwise any license or right to any Content or under any patent, copyright, trademark, or other intellectual property right of ANDalyze or any third party, except as expressly granted in the Entire Agreement.

* As used herein, “Content” means (without limitation) all information, data, text, design, graphics, pictures, images, sound files, animation, video, interfaces, icons, software code, and the selection and arrangement of any or all of the foregoing appearing or included from time to time on or in the Website.

8. Trademarks.

All brand, product, service, and process names, logos and slogans appearing on this Website trademarks or registered trademarks of their respective holders in the United States and other countries and may not be copied, imitated or used, in whole or in part, without the prior written permission of ANDalyze or the applicable trademark holder. Reference to or use of a product, service, or process does not imply recommendation, approval, affiliation, or sponsorship of that product, service, or process by ANDalyze.

9. Patents.

One or more patents apply to the Website and to the features, products, and services accessible via the Website, including, without limitation, the following: U.S. Patent Nos. 7192708, 6706474, 7332283 and 6890719 and all corresponding foreign counterparts.

10. Amendments.

This Website is like a store: every time you enter a store you are subject to the conditions in effect on that day (e.g., rules posted on the doors or at checkout, etc.). Similarly, at this Website, you are bound by the posted Terms. We reserve the right to amend Terms from time to time, including, but not limited to, incorporated items such as the Privacy Policy, etc. The effective date of each version (“**Effective Date**”) will be shown in the “footer” link to the Terms: if you see a date that is later than the date you last reviewed the Terms, review the latest version because it will apply as of its Effective Date and until the next version is posted. Until the next version, all amended versions will apply to all then or thereafter existing information (including PII) in our control or possession, except that if we have already accepted your order then we will fill it at the price in effect on your order date if we have the item in stock. No amendments will be effective unless we post them on our Website. You agree that USING THE WEBSITE, PROVIDING PII, OR MAKING A PURCHASE AFTER THE EFFECTIVE DATE, WILL CONSTITUTE YOUR AGREEMENT TO THE AMENDED VERSION.

11. Our Accuracy Caution; Your Responsibility To Get The Information You Need.

From time to time there might be information on the Website that is outdated or contains typographical errors, inaccuracies, or omissions (collectively, “**Inaccuracy**”), including but not limited to descriptions of events, locations, products and services, pricing, product availability and tracking or other information. We reserve the right to correct any Inaccuracy even if you have placed an order. We apologize for any inconvenience this may cause you.

Even if there is no Inaccuracy, the product descriptions and all other information are intended only to be indicative, including (without limitation) shipping time lines and other information. No information on the Website, in any product specifications or any marketing materials related to the products, including (but not limited to) about what is right for you, and you agree not to rely on any information and to do your own research and analysis as well. No information provided on the Website is a substitute for qualified instruction or personal experience. ANDalyze assumes no liability for the use of or reliance on information -- it is your responsibility to have the proper knowledge and experience to utilize the products effectively.

12. Your Accuracy.

You agree to supply only accurate, current and complete (collectively “**Accurate**”) information when making a purchase or otherwise using the Website. You also agree to review and correct all information that is supplied about you (such as when our system or your system “pre-populates” information you would otherwise have to enter) or that the Website draws from to ensure that it is always Accurate.

13. NO WARRANTIES.

YOU AGREE THAT THE WEBSITE AND ALL SERVICES, CONTENT, AND PRODUCTS AVAILABLE VIA THE WEBSITE AND EVERY OTHER ASPECT OF THE WEBSITE (COLLECTIVELY, THE “**COMPLETE WEBSITE**”) IS PROVIDED, TRANSMITTED, DISTRIBUTED, AND MADE AVAILABLE “**AS IS**” AND “**WITH ALL FAULTS**” AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, EFFORT AND RESULTS IS WITH YOU. We do not make any representations or express warranties except for the warranty in Section 30, below, that pertains solely to the Fluorimeter Device. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 30, BELOW, AND THE EXPRESS WARRANTIES (IF ANY) PROVIDED IN THE PACKAGING WITH ANY PRODUCTS PURCHASED FROM THE WEBSITE (EXCLUDING SPECIFICATIONS, INSTRUCTIONS OR MARKETING COMMUNICATIONS INCLUDED WITHIN THE PACKAGING), WE DISCLAIM ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS: (I) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OF RESULTS, AND OF ACCURACY, COMPLETENESS, PRIVACY OR SECURITY; AND (II) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE FURTHER DISCLAIM ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING, BUT NOT LIMITED TO, REASONABLE CARE, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. IF A DUTY CANNOT BE DISCLAIMED, YOU AGREE THAT THE DUTY WILL BE MEASURED BY INTENTIONAL MISCONDUCT. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY ASPECT OF THE COMPLETE WEBSITE, OR AGAINST INFRINGEMENT. YOU EXPRESSLY WAIVE ALL DUTIES, CONDITIONS AND ALL WARRANTIES THAT MIGHT EXIST BUT FOR THIS PARAGRAPH.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

14. NO INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES.

TO THE FULL EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER WE NOR ANY OF OUR EXISTING OR FUTURE AFFILIATES, SUPPLIERS OR AGENTS WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR GENERAL DAMAGES THAT ARE SIMILAR TO THOSE, OR FOR DAMAGES FOR: LOST PROFITS, FOR LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OR DATA, FOR FAILURE TO MEET ANY DUTY (INCLUDING, BUT NOT LIMITED TO, ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THE ENTIRE AGREEMENT (AS DEFINED BELOW) OR COMPLETE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

15. LIMITATION OF LIABILITY AND EXCLUSIVE LIABILITY.

YOU AGREE THAT YOUR SOLE, AGGREGATE REMEDY FOR ANY BREACH OF THESE TERMS (INCLUDING THE PRIVACY POLICY AND OTHER INCORPORATED TERMS) AND FOR ANY CAUSE OF

ACTION OF ANY NATURE (INCLUDING TORT) RELATING TO ANY PART OR ASPECT OF THE COMPLETE WEBSITE SHALL BE, AT ANDALYZE'S OPTION: (1) SUBSTITUTION, REPLACEMENT OR CORRECTION OF ALL OR PART OF THE INFORMATION, PRODUCT OR ACT GIVING RISE TO DIRECT DAMAGES; OR (2) THE AMOUNT OF DAMAGES NOT EXCLUDED ABOVE THAT YOU ACTUALLY INCUR IN REASONABLE RELIANCE, WHICH AMOUNT SHALL NOT EXCEED THE AMOUNT (IF ANY) YOU ACTUALLY PAY FOR THE ITEM CAUSING SAID DAMAGES. THE DAMAGE EXCLUSIONS AND LIMITATION OF LIABILITY IN THESE TERMS WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE SECTIONS 14 AND 15 MAY NOT APPLY TO YOU.

16. Indemnification.

You agree to defend, indemnify and hold harmless ANDalyze, its subsidiaries, affiliates, officers, agents, partners, members, employees, independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (i) your use of the Fluorimeter Device and any other products or services available on the Website; (ii) your violation of or failure to comply with any of these Terms; (iii) violation of any applicable law or regulation, including the laws and regulations of the jurisdiction in which you reside; (iv) the import or export of any product purchased via the Website; and (v) your conduct in connection with the Website. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provision above may not apply to you.

17. Termination or Cancellation.

Either we or you may end this agreement (the Terms) with or without cause or prior notice. You will still be liable for payment of any amounts due or other obligations incurred before this agreement ends, and if you use the Website after it ends, that use will be your new agreement to the Terms. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Website or by sending a communication to any address (email or otherwise) that we have for you in our records. Our rights under Sections 1, 4, 7, 8, 9, 10, 13, 14, 15, 16, 18, 19, 20, 29 and 30 will survive termination. Without canceling the agreement, we may suspend or block your access to the Website whenever it appears to us that you might be breaching these Terms or otherwise about to cause harm or damage to us or others.

18. Void Where Prohibited.

Although the information on this Website is accessible worldwide, not all products or services discussed in this Website are available to all persons or in all geographic locations or jurisdictions. ANDalyze and the advertisers each reserve the right to limit the provision of their products or services to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any products or services that they provide. Any offer for any product or service made in the materials on this Website is void where prohibited.

19. Entire Agreement.

These Terms, including items incorporated into them (e.g., the Privacy Policy) and any (a) additional terms on the Website or otherwise provided by us for particular activities, (b) any additional terms included within the packaging of products purchased on the Website and delivered to you (including without limitation, end user software licenses or other product-specific contract terms) and (b) disclosures provided by us and consents provided by you on the Website (collectively, "**Entire Agreement**") constitute the entire agreement between you and ANDalyze with respect to this Website and the products and services available on the Website. Neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement. The Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and ANDalyze with respect to this Website and the products and services available on the Website. No modification of the Terms will be effective unless it is authorized by ANDalyze. If any provision of these Terms is found to be contrary to law, then such provision(s) will be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

20. Applicable Law and Exclusive Forum.

This Website is controlled by us from our offices within the United States of America and is directed to U.S. users. If you choose to access this Website from locations outside the U.S., you do so at your own risk and are responsible for compliance with applicable local laws. You may not use or export anything from the Website in violation of U.S. export laws and regulations or the Entire Agreement.

You agree that the Entire Agreement, all performances and all claims of every nature (including without limitation, contract, tort and strict liability) relating to any aspect of the Website or any product or service obtained in any connection with it, shall be governed by the laws of the State of Illinois, U.S.A. without regard to its conflict of law provisions and without regard to where performance is made. You agree that any disputes will be heard exclusively in the appropriate forum in Illinois. You also consent to jurisdiction in a state or federal court sitting in County of Cook in the State of Illinois, U.S.A. and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Illinois or federal law. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

21. Notice: No Harvesting or Dictionary Attacks Allowed.

We will not give, sell, or otherwise transfer addresses maintained by us to any other party for the purposes of initiating, or enabling others to initiate, electronic mail messages except as authorized by appropriate personnel or policies. Except for parties authorized to have addresses maintained by us, persons may violate federal law if they: (i) initiate the transmission to our computers or devices of a commercial electronic mail message (as defined in the U.S. "Can-Spam Act of 2003") that does not meet the message transmission requirements of that act; or (ii) assist in the origination of such messages through the provision of selection of addresses to which the messages will be transmitted.

22. Notice: Availability of Filtering Software.

We do not believe that the Website contains materials that would typically be the subject of filtering software. Nevertheless, all users are hereby informed by the provider of this interactive computer service that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at <http://www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/index.html> (Children's Internet Protection Act: Report on the Effectiveness of Internet Protection Measures and Safety Policies).

PART TWO – TERMS FOR USERS MAKING PURCHASES ON THE WEBSITE

23. Pricing and Availability.

All prices are shown in U.S. dollars and are valid and effective only for purchases made on the date the prices are posted. Taxes and shipping and handling charges are additional. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice and you agree that taxes may be adjusted from the amount shown on the billing screens. Several factors may cause this, such as variances between processor programs and changes in tax rates.

24. Out-of-Stock Items; Backorders.

If an item on the Website is unavailable or out of stock when you place an order, we will notify you. You will be able to proceed with the checkout procedure and the item will be sent to you once it becomes available. However, please note that some items may be backordered or unavailable even if the Website indicates that they are in-stock, and adding an item to your cart does not guarantee the availability of that item. We will not charge your payment card for items until we ship them. If the backordered item is no longer available, we will cancel the item from your order and notify you, usually via e-mail. If you have items on backorder that you would like to cancel, please contact us.

25. Agreement to Conduct Transactions Electronically; Copies.

You agree that all of your transactions with or through the Website may, at our option, be conducted electronically from start to finish, and that any oral conversations may be recorded. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into a different terms on a

form provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees. You agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you; you may also make copies of your consents and what you submit through the Website.

26. Shipping & Delivery.

For orders with a U.S.A. billing and shipping destination, ANDalyze shipping service will select the method of shipment appropriate to the merchandise ordered. FOB shipping point is Champaign, Illinois, U.S.A. or Westford, Massachusetts, U.S.A. ANDalyze reserves the right to approve carriers, modes of transportation and routing of products. Delivery is complete when ANDalyze places the shipment with the first carrier. Shipments in transit are the responsibility of the buyer. Should your purchase not reach its U.S.A. destination, call +1 217 328 0045 for assistance in tracking your shipment. If freight appears to be damaged upon receipt, do not accept it from the carrier. If acceptance has been completed and hidden damage is discovered, contact the carrier for assistance in filing a claim.

27. Risk of Loss.

All items purchased from the Website are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

28. Shipping Locations.

At this time, ANDalyze ships merchandise to locations within the United States and U.S. territories, including Alaska, Hawaii, Puerto Rico, Guam, and the US Virgin Islands. Additionally, ANDalyze ships merchandise to many but not all international locations. If your order is placed through this Website and the address is accepted then we will ship the order. For those international locations for which we do not accept Website orders, please see our list of international distribution partners at www.andalyze.com or call +1 217 328 0045 or contact us at sales@andalyze.com.

29. International Shipping Policies; Your Obligation to Comply with International Laws and Regulations.

Laws vary widely from country to country. **IT IS YOUR RESPONSIBILITY TO COMPLY WITH THE LAWS IN YOUR COUNTRY.** This means you are solely responsible to investigate and assure that a product purchased on the Website can be lawfully imported and used in your destination country. ANDalyze assumes no liability for and hereby disclaims all liability for your and the Product's compliance with the laws of international locations. For products shipped internationally, please note that local ANDalyze service options may not be available; product manuals, instructions and safety warnings may not be in destination country languages; the products (and accompanying materials) may not be designed in accordance with destination country standards, specifications, and labeling requirements; and the products may not conform to destination country voltage and other electrical standards (requiring use of an adapter or converter if appropriate).

30. Customs, Duties, and International Taxes.

When ordering from ANDalyze the recipient is the importer of record and must comply with all laws and regulations of the destination country. Orders that are shipped to countries outside of the United States may be subject to import taxes, customs duties and fees levied by the destination country. You are responsible for all of these duties and fees, which may be levied once a shipment reaches your country. You are solely and exclusively responsible for all such additional charges for customs clearance; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country; you should contact your local customs office for further information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates.

31. Limited Warranty for Fluorimeter Device.

The Website and any products or services you purchase on the Website are all subject to the warranty disclaimer in Section 13 of these Terms. However, ANDalyze does provide the following limited warranty for the ANDalyze AND1000 Fluorimeter device (the "**Fluorimeter Device**"). ANDalyze warrants that the Fluorimeter Device (including the software used on the Fluorimeter Device), when used in accordance with the user documentation, will operate in all material respects in conformity with the specifications stated in the user documentation for a period of ninety (90) days from the date of your receipt (the "**Warranty Period**"). If it does not, your sole remedy and ANDalyze's total liability for such material nonconformity in the Fluorimeter Device will be, at ANDalyze's option

and discretion, to repair or replace the Fluorimeter Device at ANDalyze's expense or to refund the purchase price (but not any taxes, export or shipping fees) and subject to the limitations in The foregoing remedy is subject to the Limitation of Liability in Section 15 of these terms. To qualify, you must notify ANDalyze during the Warranty Period of any problems that you experience with the Fluorimeter Device. ANDalyze will have no liability for any nonconformity of which you fail to notify ANDalyze prior to the expiration of the Warranty Period. This warranty does not apply to (i) Fluorimeter Device which has been used in a manner other than as authorized under these Terms and the documentation provided with the Fluorimeter Device (including the product brochure and fluorimeter specifications); (ii) any software on the Fluorimeter Device that has been modified by you or any party other than ANDalyze or which has been improperly installed to the extent such modification or improper installation caused the breach of warranty; (iii) failures caused by accident, neglect, failure to maintain a suitable operating environment, tampering, or any other event other than ordinary use.

32. Returns, Replacements & Refund Policy.

You may return damaged or defective merchandise within 15 days of the original purchase date for a full refund minus shipping charges. We will also be glad to exchange the damaged merchandise for anything on our site of equal or lesser value. We will only issue a refund to the credit card used at the time of checkout. To initiate a refund or exchange please email or call us at sales@andalyze.com or by telephone at +1 217 328 0045. If you return a product to us from outside the U.S.A. you will be the exporter from the destination country.