

# White Bear Photonics Terms and Conditions

Rev. Date: 9/1/2019

- All sales based on U.S. dollars unless stated otherwise.
- All prices are subject to change without notice. White Bear Photonics reserves the right to alter or terminate these terms and conditions.
- PAYMENT TERMS: Net 30 days (upon approval) from the date of invoice
- SHIPPING TERMS: Ex Works, directly from White Bear Photonics or our vendors.  
EXWORKS defined: seller delivers when places the goods at the disposal of the buyer at the seller's premises or another named place (i.e., works, factory, warehouse, etc.) not cleared for export and not loaded onto any collecting vehicle. This term thus represents the minimum obligation for the seller, and the buyer has to bear all costs and risks involved in taking the goods from the seller's premises.
- ORDER CHANGES, CANCELLATION/RETURN FOR CREDIT: Please check your order for accuracy; changes after 24 hours may incur build change fees. The buyer may return all standard new equipment (based from our distributorship) items up to 30 days from date of shipment for a refund or credit with up to a 25% restocking fee. Any custom configurations to products or resold items will incur a 50% cancellation or restock fee. All software sales are final. WARRANTY: The warranty for new equipment such as spectrometers, light sources etc., remains in effect for the specified period from the date of purchase from our vendors.
- Scope of Coverage: New equipment such as Ocean Optics Spectrometers, Light Sources and Sampling Accessories are covered for manufacturing defects for three (3) years from the date of purchase.
- WHO IS PROTECTED BY THIS WARRANTY This warranty protects the original owner only and is nontransferable to subsequent owners.
- CAUSES NOT COVERED BY THIS WARRANTY Damage caused by accident, misuse (such as using an incorrect power supply or applying power incorrectly), mishandling of optics, hydration damage of humidity sensitive materials (e.g., Potassium Bromide Optics), abuse, product modification or neglect; damage occurring during shipment, damage resulting from the performance of repairs by someone not authorized by White Bear Photonics to provide repairs; damage caused by installation of parts that do not conform to original manufactureres specifications; units not used for their intended purpose; and any claims made based on misrepresentations of the seller and costs associated with installation of the unit. Please make sure you are familiar with the instrument or product prior to use and contact us with any questions. White Bear Photonics liability is limited to the repair or the replacement, at our option, of any defective item and shall not include incidental or inconsequential damages whatsoever.
- DISCLAIMER All other warranties including merchantability and fitness for a particular purpose, are disclaimed.
- Used equipment: all used equipment is warrantied specific to each model, part, or configuration as stated in the original quote.
- All equipment subjected to the end users chemistry, samples, and/or materials require a signed RMA form to be filled out along with the disclosure of any hazardous materials.
- Consumables: There is no warranty on consumable items such as bulbs, batteries, cuvettes (after usage).