

NASAL RANGER® FIELD OLFACTOMETER

Sales Terms & Conditions St. Croix Sensory

Offer and Acceptance.

This document is an offer to enter into an agreement. For an effective agreement to be reached a duly authorized agent of Purchaser must accept all of the terms and conditions set forth below, none of which can be altered or amended without St. Croix Sensory's prior written agreement.

Quotations and Prices.

The price stated on a St. Croix Sensory quotation form is firm for the initial order for a Nasal Ranger® Field Olfactometer or related product only. Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Oral quotations will not be honored by St. Croix Sensory and written quotations will automatically expire sixty (60) calendar days from the date issued and are subject to earlier termination by written notice. All prices are FOB, St. Croix Sensory's manufacturing facility.

Payment Terms.

The net amount of each invoice is due in full with the order, by credit card payment or other method acceptable to St. Croix Sensory.

Taxes.

All present or future sales, use, revenue, excise or other taxes applicable to the Nasal Ranger® Field Olfactometer or related products which are the subject of this Agreement shall be added to the purchase price and shall be paid by Purchaser, unless Purchaser provides St. Croix Sensory with a tax exemption certificate acceptable to the relevant taxing authorities.

Shipment.

Both the method and the route of shipment are at the discretion of St. Croix Sensory, unless Purchaser supplies explicit instructions to the contrary. All insured shipments will be made at Purchaser's expense. Identification of the particular Nasal Ranger® Field Olfactometer or related products to this agreement and the risk of loss will pass to Purchaser at the time of delivery to the carrier.

Governing Law and Venue.

This agreement shall be governed by and construed under and in accordance with the laws of the State of Minnesota, United States of America (without regard to conflicts of laws principles). The venue of any legal action arising out of this agreement shall be the Federal or State Courts located in Hennepin or Ramsey County in Minnesota, U.S.A., and the parties consent to the jurisdiction of these courts.

Nasal Ranger® Field Olfactometer Limited Warranty.

St. Croix Sensory warrants to Purchaser that in normal and contemplated use and service, the Nasal Ranger® Field Olfactometer purchased from St. Croix Sensory will be free from defects in material or workmanship for a period ending 365 days from the date of original shipment by St. Croix Sensory. Subject to the conditions and exclusions contained in this document, St. Croix Sensory will, at its option, either repair or replace any defective Nasal Ranger® Field Olfactometer or part thereof, or refund the purchase price of the defective Nasal Ranger® Field Olfactometer. Parts, devices or equipment that are supplied by vendors other than St. Croix Sensory, shall carry only the applicable warranties and limitations provided by the relevant vendor. Expendable and/or consumable items or parts included or used in connection with the Nasal Ranger® Field Olfactometer are not covered under this limited warranty. This limited warranty does not cover a Nasal Ranger® Field Olfactometer that has been misused, altered, disassembled, neglected, handled carelessly, or used for purposes other than its intended purpose. This limited warranty also does not cover loss or damage resulting from any casualty loss or from unauthorized use or service. Under no circumstances shall St. Croix Sensory be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use or inability to use the Nasal Ranger® Field Olfactometer for any purpose.

WARNING: Unscrewing and disassembling the Nasal Ranger® Field Olfactometer housing will break and alter the pressure seal of the instrument (6 screws visible on the left-housing and 2 under the battery door). Doing so will void the limited warranty and require the instrument to be shipped back to St. Croix Sensory to be re-sealed and re-calibrated at Purchaser's expense.

Warranty Service Procedures.

If a defect should appear during the warranty period, Purchaser should return the defective Nasal Ranger® Field Olfactometer, freight and insurance prepaid, if possible in the original shipping container, to such address as shall be specified from time to time by St. Croix Sensory. The appropriate warranty service address may be determined by calling 1-800-879-9231 (+651-439-0177) or by consulting www.nasalranger.com. Any returned Nasal Ranger® Field Olfactometer must be accompanied by a written statement including: the name of Purchaser; a description of the problem(s); and the action desired. St. Croix Sensory shall not be responsible for any loss or damage incurred in shipping. Any warranty work to be performed by St. Croix Sensory shall be subject to St. Croix Sensory's confirmation that the returned Nasal Ranger® Field Olfactometer meets St. Croix Sensory's warranty requirements. If a defect is covered by this limited warranty, the repaired or replaced Nasal Ranger® Field Olfactometer will be returned to Purchaser at St. Croix Sensory's cost. Following a warranty repair or replacement, this limited warranty shall continue in effect until the end of the original warranty period or for sixty (60) days after the repair or replacement, whichever is later.

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(Continued)

Related Product Limited Warranty.

St. Croix Sensory warrants to Purchaser that in normal and contemplated use and service any product related to the Nasal Ranger® Field Olfactometer purchased by Purchaser (“related products” includes components, consumables and similar items such as odor-filter cartridges, nasal masks, check valves, carrying straps, and carrying case) shall be free from defects in material or workmanship for a period ending (i) 90 days from the date of original shipment by St. Croix Sensory, or (ii) upon expiration of the time specified with respect to a particular product, as applicable. Subject to the conditions and exclusions in this document, St. Croix Sensory will, at its option, repair or replace any related product that is defective, or refund the purchase price. Under no circumstances shall St. Croix Sensory be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use or inability to use a related product purchased for any purpose.

Exclusion of Warranty of Fitness for any Purpose.

St. Croix Sensory makes no warranty as to the suitability or fitness of any of its equipment or products, including specifically the Nasal Ranger® Field Olfactometer, for any particular purpose specific to the Purchaser. The Purchaser is solely responsible for the selection, use, efficiency, fitness and suitability of St. Croix Sensory’s equipment and products. The Purchaser assumes all risks and liabilities in connection with the use of St. Croix Sensory’s equipment and products, including specifically the Nasal Ranger® Field Olfactometer.

Exclusion of Liability for Consequential and Similar Damages.

In no event shall St. Croix Sensory be liable to Purchaser for any indirect, special or consequential damages or lost profits arising out of or relating to the Nasal Ranger® Field Olfactometer or related products, or their performance or non-performance, even if St. Croix Sensory has been advised of this possibility.

Limitation to Amounts Paid. St. Croix Sensory’s liability, if any, to Purchaser or to the customers of Purchaser or any other person under this limited warranty shall in no event exceed the total amount paid to St. Croix Sensory by the Purchaser for a defective or non-conforming Nasal Ranger® Field Olfactometer or related product.

THE LIMITED WARRANTY AND REMEDIES SET FORTH IN THIS DOCUMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON FOR ANY DAMAGES OF ANY KIND AND NATURE, INCLUDING INCIDENTAL, CONSEQUENTIAL OR SPECIAL, RELATED TO THE NASAL RANGER® FIELD OLFACTOMETER OR RELATED PRODUCTS, WHETHER ARISING FROM WARRANTY, CONTRACT, NEGLIGENCE, TORT OR OTHERWISE. ST. CROIX SENSORY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY. NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF ST. CROIX SENSORY.

In the event any implied warranties (including, but not limited to the implied warranties of merchantability or fitness for a particular purpose) are found to exist, such warranties are limited (i) in duration to the period of the limited warranties set forth in this document, and (ii) in amount to the total amount paid to St. Croix Sensory by the Purchaser for the Nasal Ranger® Field Olfactometer or related product in question. (Some States do not permit the exclusion of incidental or consequential damages, and in those States the foregoing limitation may not apply. The limited warranties as set forth in this document give the Purchaser specific legal rights, and the Purchaser may have other legal rights which vary from State to State.)