

Covaris Website Terms and Conditions of Sale-USA

These are the terms and conditions of supply (**Terms**) for the [United States](#). The Website is operated by Covaris, Inc. (**we, us and our**). Our registered office is at 14 Gill Street, Unit H, Woburn, Massachusetts, 01801-1721, USA..

Your purchase of any of the products offered on this Website (**Products**) is subject to these terms and conditions and by placing an order for any product you agree to be bound by them. You should print a copy of these terms and conditions for future reference. Use of the Website itself is subject to our [Website Terms of Use](#). Use of your personal information submitted via the Website is governed by our [Privacy Policy](#).

We reserve the right to change these terms and conditions from time to time by changing them on the Website, although no such change will affect any order you have already placed with us. These terms and conditions were last updated on February 20, 2020.

1. Our Products

- 1.1 The images of the products on the Website are for illustrative purposes only. Although we have made every effort to ensure the products displayed are listed accurately (including any photographs), your products may vary slightly from those images.
- 1.2 All products shown on our Website are subject to availability. We will inform you by email as soon as possible if the product you have ordered is not available and we will not process your order if made.

2. Ordering and availability

- 2.1 You confirm that by placing an order on our Website for a Product that you have the authority to bind any business on whose behalf you use our Website to purchase products.
- 2.2 Products may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the "Buy Now" button on the checkout page.
- 2.3 After placing an order, you will receive an email from us acknowledging that we have received your order and giving you an order reference number. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us. We are not obliged to accept your order and may, in our discretion, decline to accept any order. Where we accept your order, we will confirm such acceptance to you by sending you an email that confirms that the Product has been dispatched (**Dispatch Confirmation**). The contract between you and us in relation to the Products ordered (**Contract**) will only be formed when we send you the Dispatch Confirmation.
- 2.4 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the despatch of such Products has been confirmed in a separate Dispatch Confirmation.
- 2.5 We use reasonable endeavours to carry sufficient stock at all times, however if your order includes any Product(s) that are not available, we will endeavour to notify you as soon as possible with an estimated delivery date.
- 2.6 You acknowledge that in entering into this Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

3. Delivery and delivery charges

- 3.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days after the date of the Dispatch Confirmation, unless there are exceptional circumstances.
- 3.2 Your order will be delivered to the delivery address you specify when placing your order within the United States. Orders cannot be delivered to PO Box or similar addresses.
- 3.3 Products comprised within the same order cannot be delivered to different addresses.
- 3.4 Deliveries are made by courier and take place on Monday to Friday, excluding bank and public holidays, usually within the hours of 8am and 5pm. It is not possible to specify a precise time at which a delivery will take place. Please note that the courier may require deliveries to be signed for.
- 3.5 You must inspect the Products upon first delivery for any damage or incorrect quantities prior to signing the carrier receipt, and note any damage or incorrect quantities on the carrier receipt.
- 3.6 In the event of any damage being caused to the Products in clause 3.5, then we shall either:
 - (a) repair or replace the Products concerned; or
 - (b) refund the price of the Products concerned to you in full.
- 3.7 Such repair, replacement or refund under clause 3.6 shall be your sole and exclusive remedy for receipt of any damaged Product(s) on delivery.

4. Risk and title

- 4.1 Products ordered will be at your risk from the time of delivery.
- 4.2 Title to the Products ordered will also pass to you on delivery, provided we have received full payment of all sums due in respect of the Products, including delivery charges.

5. Payment

- 5.1 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 5.2 The price of a product includes TAX (where applicable) at the applicable current rate depending on the state to where you are shipping.
- 5.3 The price of the Product does not include delivery charges. Our delivery charges are as specified on the Website from time to time.
- 5.4 You may pay for Products using a [debit or] credit card. We accept the following cards:
 - (a) Visa; and
 - (b) MasterCard

5.5 Payment for the Products and all applicable delivery charges is taken in advance. We will only charge your [debit card or] credit card at the point we dispatch your order.

6. Returns and exchanges

6.1 Where a Product is damaged or faulty we may offer a repair, refund or exchange as appropriate in accordance with your legal rights. If you believe a Product was delivered damaged or faulty, you must inform us in writing, giving us your name, address and reference. Nothing in this section affects your legal rights.

6.2 Any other refunds or exchanges requested by you will be dealt with by us in our discretion on a case by case basis.

7. Liability

7.1 We only supply the products to you for internal use by your business, and you agree not to use the product for any re-sale purposes.

7.2 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;

7.3 Subject to clause 7.2, we will not be liable to you, under any circumstance, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any special, indirect or consequential loss.

7.4 Subject to clauses 7.2 and 7.3, our total aggregate liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), including statutory breach, or otherwise, shall in no circumstances exceed the prices of the products.

7.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purpose.

8. Force majeure

8.1 The obligations of each party under these Terms shall be suspended during the period and to the extent that such party is prevented or hindered from complying with them by any cause

beyond its reasonable control such as an Act of God, flood, fire, earthquake, terrorism, riots, civil disorders, strikes, lockouts or other forms of industrial action on the part of either party's staff.

9. Notices

- 9.1 All notices given by you to us must be given in writing to the address set out at the end of these terms and conditions. We may give notice to you at either the email or postal address you provide to us when placing an order.

10. Miscellaneous

- 10.1 You may not transfer or assign any or all of your rights or obligations under any Contract.
- 10.2 If we fail to enforce any of our rights, that does not result in a waiver of that right.
- 10.3 If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected.
- 10.4 These terms and conditions may not be varied except with our express written consent.
- 10.5
- 10.6 These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract. . These Terms and Conditions and all Contracts shall be governed by the laws of The Commonwealth of Massachusetts (without reference to conflicts of law provisions thereof) and United States Federal law to the extent applicable. Any controversies or claims arising from, or relating to, this Agreement shall be adjudicated exclusively by the courts of the Commonwealth of Massachusetts or federal courts located in The Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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11. Contacting us

- 11.1 Please submit any questions you have about these terms and conditions or an order you have placed or ordering in general by:
- (a) email to CustomerService@covaris.com;
 - (b) by telephone on +1 781 932 3959 between the hours of 9am to 5pm, Monday to Friday; or

Write to us at: 14 Gill Street, Unit H, Woburn, MA 01801 US