

Effective: January 14, 2019

1. Acceptance of the Terms and Conditions.

1.1 Covaris, Inc. whose registered office is at 14 Gill Street, Unit H, and Woburn, Massachusetts, 01801-1721, USA (herein referred to as the "Company," "we," "us" or "our" operates this web site www.covarisinc.com (the "**Web Site**"). All use of the Web Site is subject to the terms and conditions contained in this Terms of Use Agreement (this "**Agreement**"). Please read this Agreement carefully. By accessing, browsing or otherwise using the Web Site, you consent to the terms of and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you must not access, browse or use the Web Site.

1.2 If we change these terms of use in anyway, those changes will be posted on this page. Any use of the Web Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Web Site

1.3 These terms were last updated on January 14, 2019.

2. Access to the Web Site.

2.1 It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Web Site and is compatible with the Web Site. We may from time to time, restrict access to certain features, parts or content of the Web Site to users who have registered with us. You must ensure that any registration details you provide us with are accurate. If you choose, or are provided with, a log-in ID (such as a username and password or other identifier) as a part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-in ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any log-in ID, at any time, if in our opinion you have failed to comply with any of the provisions of this Agreement or if any details you provide for the purposes of registering as a user prove to be false.

2.2 We cannot guarantee the continuous, uninterrupted or error-free operability of the Web Site. There may be times when certain features, parts or content of the Web Site, or the entire Web Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Web Site, or any features, parts or content of the Web Site.

3. Use of the Web Site.

3.1 The Web Site contains material, including but not limited to software, text, graphics and images (collectively referred to as the "**Content**"). We or our licensors own the Content. Unauthorized use of the Content may result in violation of intellectual property rights. Except as expressly set out in this Agreement, nothing in these terms give you any right in or to the Content, and you may not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent and you acknowledge that you do not acquire any ownership rights in the Content by downloading Content from the Web Site. You must reproduce all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other web site or in a networked computer environment for any purpose is expressly prohibited.

3.2 The trademarks, service marks, and logos of the Company (the "**Company Trademarks**") used and displayed on this Web Site are registered and unregistered trademarks or service marks of the Company. Other company, product, and service names located on the Web Site may be trademarks or service marks owned by third-parties (the "**Third-Party Trademarks**", and, collectively with the Company Trademarks, the "**Trademarks**"). Nothing on the Web Site or in this Agreement should be construed as granting you, directly or indirectly, any license or right to use any Trademark displayed on the Web Site without the prior written consent of the Company specific for each such use. Use of any Trademarks as part of a link to or from any web site is prohibited without the Company's prior written consent. All goodwill generated from the use of any Company Trademark shall inure to the Company's benefit.

3.3 You agree not to: (a) take any action that imposes an unreasonable load on the Web Site's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any activity being conducted on the Web Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Web Site, (d) delete or alter any material posted on the Web Site by the Company or any other person or entity, or (e) frame or link to any of the materials or information available on the Web Site.

3.4 The Web Site may contain links to third-party web sites ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. The fact that we include links to such external site does not imply any endorsement or association with their operators or promoters. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

3.5 Any orders for products (including refunds, return and delivery) placed through the Web Site are governed by our [Terms and Conditions of Sale](#).

4. Limitation of Liability and Disclaimer of Warranties.

4.1 The Company, its affiliate, their respective officers, directors, employees, agents, suppliers or licensors (collective the "**Company Parties**") make no warranties or representations about the content, including but not limited to its accuracy, reliability, completeness, timeliness or reliability. The Company cannot and does not guarantee that the Website will operate error-free or that the Web Site, its server, or the content are free of computer viruses or similar contamination or destructive features. You are responsible for the need for servicing or replacing equipment or data, resulting from your use of the Web Site.

4.2 You agree that your use of the Web Site is on an "as is" and "as available" basis without any warranties of any kind and at your sole risk. The Company Parties disclaim all warranties, including, but not limited to, the warranties of title, quality, non-infringement of third parties' rights, and fitness for a particular purpose.

4.3 In no event shall any company party be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Web Site and the content, whether arising under contract, tort (including negligence), or otherwise, even if such Company Party has been advised of the possibility of such damages. Nothing in this Agreement shall limit or exclude our liability to you for death or personal injury caused by our negligence or for fraudulent misrepresentation or any other liability that may not, under English law, be limited or excluded.

4.4 If you are a consumer and not a business user, in no event shall we be liable to you for any business losses, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer is strictly limited in all cases, to losses that were reasonably foreseeable.

5. Termination of this Agreement.

5.1 The Company reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Web Site or the Content at any time and for any reason without prior notice or liability. The Company reserves the right to change, suspend, or discontinue all or any part of the Web Site or the Content at any time without prior notice or liability.

5.2 Sections 2 (Use of the Web Site), 4 (Limitation of Liability and Disclaimer Warranties), 5 (Termination of this Agreement), and 6 (Miscellaneous) shall survive the termination of this Agreement.

6. Miscellaneous.

6.1 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

6.2 Failure of the Company to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against the Company unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

6.3 Except as expressly agreed by the Company and you, this Agreement constitutes the entire Agreement between you and the Company with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between you and the Company with respect to the subject matter.

6.4 The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

6.5 Any information submitted or provided by you to the Web Site might be publicly accessible. Important and private information should be protected by you. The use by us of any personal information which you provide to us is governed by our [privacy policy](#).

6.6 This Agreement shall be governed by English law, and you agree that any dispute between you and us regarding them or the Web Site will only be dealt with by the English courts, provided that, if you are a consumer and not a business user and live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

7. Contacting us.

7.1 Please send any questions, concerns or comments you have about this Agreement or the Website to:

- (a) info@covaris.com
- (b) 14 Gill Street, Unit H, Woburn, MA 01801 US
- (c) +1 781 932 3959