

## New Life Scientific, Inc.

## Warranty Agreement

New Life Scientific, Inc. shall provide a 90-day warranty to the Buyer for this product.

### **Section 1-Definitions**

New Life Scientific, Inc. defines the "Seller" as: the company, New Life Scientific, Inc. and its associated employees. New Life Scientific, Inc. defines the "product(s)" as: 1) the products described on the website from which the product was advertised; 2) the parts and mechanisms affixed and included with/to the product(s). New Life Scientific, Inc. defines the "Buyer" as: the person(s) or entity which inquired, and paid for the product. Any product warranty questions and concerns must come from the "Buyer" itself or an associated employee.

#### Section 2- Commencement of Warranty

The warranty time period shall begin when the Buyer has received their product. The proof of receipt shall be verified by the tracking and delivery documentation from the assigned delivery carrier.

## Section 3-Receipt of Product

Buyer shall unwrap and inspect their product(s) within four (4) day of receipt. This includes external inspection of the product(s) and testing the functionality of the product.

# Section 4- Damage in Shipment

If the product(s) which the Seller ships have been damaged during the shipment process, Buyer shall include a description of the external damage to the packaging on the Bill of Lading as damaged. Buyer also has the right to reject the delivery.

At the time of inspection both internally and externally if damage is found **Buyer has four (4)** days from the delivery time to report damage as a result of shipment to Seller. Buyer is required to test the functionality of the product. If damage has indeed resulted in the inability to use the product(s), Buyer shall e-mail photographs of the damage to the Seller to begin the warranty claim process.

Failure to report damage to the product(s) within four (4) days of delivery will impede Seller's ability to assist with the repair or compensation for the damage. Seller reserved the right to reject the warranty claim if Buyer does not report the damage to Seller.

Furthermore, if the shipment of the product(s) is coordinated by Buyer, Buyer is required to purchase insurance on the product(s) for its selling value. If the Buyer fails to purchase insurance for the

product(s) and the product(s) are damaged or dysfunctional as a result of shipment, Seller is not liable for any damage. Furthermore, if Buyer transports product(s) via their personal vehicle, Seller is not liable for any damage that occurs.

# Section 5- Seller's Obligation for a Defect

Seller's obligation under this warranty is to repair, replacement or refund the product(s) that are defective free of cost to the Buyer. This obligation only extends through the 90-day warranty period. Any claims after the 30-day period will be at the discretion of Seller. Seller shall determine if the product(s) show evidence of a defect. Defects that are stated in the listing or description of the product(s) are not eligible for repair, replacement or refund.

Furthermore, if the cost of replacement or repair of the product(s) are greater than the value of the item, the Buyer can receive a replacement or refund for the product(s).

#### Section 6-Process of Filing a Warranty Claim:

There are several steps in the process of filing a warranty claim. Communication between Seller and Buyer is an essential part of this process and must occur at every stage of the warranty claim. The steps to file a warranty claim are:

- Buyer must communicate with Seller within ninety (90) days of receiving the product(s). Buyer
  can communicate with Seller through e-mail at <u>sales@newlifescientific.com</u> or by calling (567)221-0615.
- 2. In Buyer's initial contact, Buyer shall list all possible defects of the product(s) including a description, photograph or any other information needed to explain the defect. Any defect as a result of shipment damage is covered in Section 4.
- 3. Seller's technical support will evaluate the details provided in Buyer's correspondence to validate the defect of the product(s).
- 4. If a true defect is discovered, there will be an e-mail or telephone correspondence to Buyer indicated the process to resolve the warranty claim for the product(s).
- 5. If the defect cannot be resolved by Seller, the Buyer and Seller will discuss further options to resolve the defect.

#### Section 7- Buyer's Repair of Product(s) by Third Party

If Buyer has the product(s) repaired by a third party, without Seller's approval the warranty shall be null and void. However, if arrangements for third party repairs are approved by Seller the warranty claim is valid.

## Section 8- Misuse of Product(s) Resulting in Damage

Under no circumstances will this warranty cover any damage to product(s) which, in the opinion of the Seller, has been subject to misuse, unauthorized modifications or accidents.

## Section 9- Export from County of Delivery

If Buyer has the product(s) exported from the county of the shipment delivery, in order to submit a warranty claim, Buyer must pay to have product(s) shipped back to Cridersville, Ohio.