## Science First

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## **Ordering and Customer Service**

Order by phone, on-line, fax or mail: All orders must be accepted and verified by Science First® in our Yulee, FL facility. Hours are 8:00 to 4:30 P.M. Eastern Standard Time, Monday - Friday. Where applicable, we must collect sales tax when shipping within Florida.

**Prices:** Prices are in \$U.S. and are *subject to change* without notice. We reserve the right to correct errors.

Payments: We accept purchase orders from educational institutions and government agencies in good standing within the USA and Canada. Credit terms are Net 30. All others prepaid. We accept Mastercard, Visa, American Express, Discover or company check. International orders must be prepaid with wire transfer, bank draft or credit card.

Quotes: For items not found in our catalog or for large quantities, please contact us for a prompt quote.

Shipping and handling guidelines: Orders ship FOB Yulee, FL or factory at our discretion. Ground shipping charges to the continental US are 10% of order total (minimum \$14.95). Title and risk of loss shall pass to Purchaser on delivery to the common carrier or vessel in the US. Please contact us for a quote on priority, international or shipments outside the continental US.

Claims: Inspect packages within seven (7) days of receipt for any shipping damage. Report any such damage to the carrier and to Science First. If there is damage to the outer container, note such damage when signing for the goods or refuse delivery of the goods. Save all packaging material until you have checked contents. Small items may be lost among packaging. Contact us for replacement of missing items within 7 days of receipt of goods.

Neither Science First® nor Purchaser may institute action in any form arising out of this agreement more than 18 months after cause of action has arisen, or, in the case of non-payment, more than 18 months from date of last payment.

## Returns, Repairs and Replacements

#### Return policy and procedures:

- a. Call for a return number (RMA) for any return or repair. Returns accepted within 30 days of date of invoice.
- b. We cannot accept returns on Made-to-Order, modified or custom products, since we cannot re-sell these items. If we make an error, we will replace the item only.
- c. We reserve the right to apply a 20% restocking charge to any returned products (unless our error) based on invoice cost plus shipping.
- d. Any returned product must be shipped freight prepaid to our facility. Science First® cannot accept Cash on Delivery (COD) or collect shipments.
- e. Returns must be in good condition in the original box.

# **Terms and Conditions of Sale**

For complete Terms and Conditions, see our website at www.sciencefirst.com

## **Product Appropriateness**

### Age requirements / safety:

Science First® supplies products designed for educational institutions, to be used under direct supervision of qualified adults. All products marked with an asterisk (\*) are for use by students age 13 and up under adult supervision. The following disclaimer is found on each page:



\*WARNING: These teaching aids are not toys. Not intended for children under 13. May contain lead or choking hazards such as small parts, small balls, marbles, and balloons. Adult supervision required.

## **Limited Warranty**

Purchase of items branded Science First\*, Project Star\*, Trippensee®, Fieldmaster® and Wildlife Supply Company® (Wildco®) are warranted against defects in workmanship and materials for 90 days from the original purchase date. Purchase of items branded STARLAB® or Digital STARLAB® are warranted against defects in workmanship and materials for one year from the original purchase date. Should there be a defect or malfunction of the product, Science First® will repair or replace the product (at its option) free of charge excluding shipping charges, which remain the responsibility of the Purchaser. This limited warranty excludes items manufactured and branded by other manufacturers but resold by Science First® (for example, InFocus projectors) which are warranted by their original manufacturer. This limited warranty is void if the product has been subjected to damage, unreasonable use, improper service, modification, or other causes not arising from defects in original materials or workmanship.

### Other Terms

LIMITATIONS OF LIABILITY: EXCEPT AS DESCRIBED IN OUR LIMITED WARRANTY, THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SCIENCE FIRST® SHALL NOT BE SUBJECT TO AND DISCLAIMS
(1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SCIENCE FIRST®, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

TERMS: THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SCIENCE FIRST® AND THE PURCHASER, AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE UNITED STATES. IF ANY PROVISION OF THESE TERMS AND CONDITIONS OF SALE SHALL BE DEEMED ILLEGAL, THE REMAINDER SHALL NOT BE AFFECTED.

Any dispute of any sort that Purchaser may have with Science First® must be submitted to confidential arbitration in Yulee, FL. Purchaser must consent to exclusive jurisdiction and venue in such courts.

For further information concerning dispute resolution, please see our website at <a href="https://www.sciencefirst.com">www.sciencefirst.com</a>

We guarantee your satisfaction. If not completely satisfied with your order, please call.