

NemaSync Warranty and Return Policy



The core of the *C. elegans* Synchronizer System are the high precision filters that have a Zero-defect criteria in order to function properly (i.e. 'Absolute'). A single defect aperture out of the almost 200,000 apertures (CES 5000) will reduce the quality of the synchronization output (harvest) or even render it useless.

Understanding the importance of maintaining the integrity of the filters, the user needs to be aware that the high precision filters can be damaged when not treated with care. When used with care, the filters will last many years, however accidentally placing the filter on top of a (small) object, or other unintended contact with the filters (puncture) may render them unusable. It is therefore recommended to always store the filters with a protective cap in place. A '90mm petri-dish' cap is all you need to protect the filter surface when storing or transporting the filters.

The *C. elegans* Synchronizer System comes with a limited warranty for manufacturing defects and in case it has been damaged in transit. However we cannot accept 'Products for Return & Restocking' as the 'Main Filters' cannot be refurbished once being used, as is typically the case for any other brand/type of filter in our industry.

Please find below our limited Warranty and Return Policy, we hope you never have to refer to:

1. Warranty:

- 1.1. Subject to the terms and conditions set out below, NemaSync, located in the Netherlands, CoC# 73818658, ("NemaSync") agrees to repair or replace the Product at its own cost and any NemaSync accessory supplied with it, purchased by Customer from NemaSync or its distributor, in circumstances where the Product does not perform due to a manufacturing defect for a period of 12 months, commencing on the date of delivery (or deemed delivery) of the Product.
- 1.2. The Customer is responsible to inspect all Products received from NemaSync or its distributor upon arrival. In instances where Products have been damaged in transit, the Customer must report this to NemaSync or its distributor within 5 working days of receipt of the product. Failure to report physical damage on arrival within 5 working days of receipt may result in denial of warranty for physical damage.

2. Return Policy:

- 2.1. Products are being sold "as is" and in principle can NOT be returned when used.
 - 2.1.1. In principle Products can only be returned in case:
 - 2.1.1.1. Product(s) being damaged in transit (see also 1.2),
 - 2.1.1.2. It has been concluded by NemaSync, that the Product has a manufacturing defect.
- 2.2. A return authorization must be requested and approved beforehand by NemaSync. To request a return authorization, please contact NemaSync at info@nemasync.com
- 2.3. For incomplete warranty/return requests, NemaSync reserves the right to refuse any compensation or replacement of Product. If the Customer has returned the package without prior authorization, sends to the wrong address, returns an incomplete item or Product, or submits an empty package, then again NemaSync reserves the right to refuse any compensation.
- 2.4. If a Product is authorized to be returned, the Product(s) needs to be returned preferably in the original packaging and the return shipping cost to be paid by customer ('DAP' shipping – Incoterms 2010).
- 2.5. Customer has a duty of care and the Product needs to be returned in its original condition.
- 2.6. When the returned Product is received in good order by NemaSync and in accordance with the terms and conditions as defined in this agreement, NemaSync will either replace the Product with a new Product or reimburse the purchase value.

3. Taxes and shipping cost :

- 3.1. The Shipping fee for returning the product back to NemaSync will be paid by the customer and is non-refundable.
- 3.2. Any Taxes and/or Import duties arising from import/export of Products shall be paid by Customer. In the case of a return shipment, we will deduct the customs fees and/or taxes from your refund amount.
- 3.3. In case of a warranty return, where NemaSync replaces or repairs the Product, NemaSync shall pay shipping cost from NemaSync (the Netherlands) to Customer under 'DAP' shipping terms.

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4. Disclaimer of Warranty; Due Diligence and Limitation of Liability :
 - 4.1. To the full extent permitted by law :
 - 4.1.1. Disclaimer of Warranty; Due Diligence. The Products are being sold "as is," and NemaSync disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The Customer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Products and that no such statements or representations have been made. The Customer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Customer has chosen to make.
 - 4.1.2. Limitation of Liability. NemaSync will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to the Products or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether NemaSync has been advised of the possibility of any such damage. In no event will NemaSync's liability exceed the price the Customer paid to NemaSync for the specific Products provided by NemaSync giving rise to the claim or cause of action.
5. Governing Law :
 - 5.1. The laws of the Netherlands govern all matters arising out of or relating to the Products and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.