CREDIT TERMS

All purchases made prior to establishing open terms are on a Cash On Delivery (C.O.D.) basis. Credit terms and limits are established based on the credit application information submitted to our business office on the company requesting open terms. Thus each application is treated individually in regards to length of term and credit limit. The typical credit term offered is NET 30 Days. You will be notified in writing of your credit terms and limit.

PAYMENT & COLLECTION PROCEDURES

Payments may be made by VISA, MASTER CARD, AMERICAN EXPRESS, APPROVED COMPANY CHECK OR PERSONAL CHECK, and MONEY ORDER. A driver’s license or copy of such is required for checks. Cash is accepted on a limited basis in our office.

Returned Checks: The crime of Deposit Fraud, formerly “bad checks,” can be a misdemeanor or felony offense. Customers are notified when a check is dishonored. Upon notification, ten days are allowed from receipt of notice to tender payment of the total amount of the returned check plus a service charge ($25.00 or 5% of the face amount of the check, whichever is greater). If the customer does not comply, this incident may be submitted to the magistrate for the issuance of a criminal warrant or citation, or to the district attorney or solicitor for criminal prosecution.

A Friendly Reminder to Our Customers: A reminder statement of account balance is normally mailed or faxed to your accounts payable department five (5) days prior to an invoice due date. This is done to assure the customer’s accounting records are in concurrence with ours. Another reminder will be sent for accounts that become five (5) days past due.
CREDIT TERMS CONTINUED

Accounts that become fifteen (15) days past due are considered delinquent.

Delinquent accounts are handled as follows:
1) A letter is sent notifying the customer of the delinquent status.
2) All orders placed will be on a C.O.D. basis until the delinquent invoice(s) is paid in full.
3) **When delinquent invoice(s) reach thirty (30) days past due**, all C.O.D. orders will be denied, and credit terms will be suspended until the outstanding balance is paid in full. C.O.D. status can be maintained if a mutually agreed upon payment schedule for the delinquent invoice(s) is agreed upon by the management of both companies. Such payment schedule must be adhered to, or C.O.D. terms will be suspended.
4) **When delinquent invoice(s) reach forty-five (45) days past due**, credit terms shall be terminated. Legal collection efforts will begin. A finance charge of 1.5% of the balance due on each past due invoice, will be added to the total balance due. These charges will be incurred beginning with the date the past due invoice originally came due.
5) **Frequently past due accounts**: If accounts are fifteen (15) days late on more than three (3) occasions in six (6) months, or on two (2) out of three (3) consecutive orders, credit terms shall be suspended. We will contact the customer to re-evaluate credit terms.

PRODUCT INFORMATION

Customers will be provided on request product data sheets, and material safety data sheets (MSDS). This information may also be available on our website at www.emtechlabs.com.

WARRANTY

All products are warranted as per product label for a period of six (6) months unless otherwise indicated on the product’s data sheet or label. Liability is limited to the price of the product purchased.

**Limitations and exclusions of warranties:**
Seller makes no additional warranties as to the goods sold to buyer, whether oral, written, expressed, or implied, including implied warranties of merchantability and fitness for a particular purpose, which are hereby disclaimed.
WARRANTY CONTINUED

Limitation and exclusion of damages:
In no event shall seller (Emtech Labs, Inc.) be liable for special, indirect or consequential damages, including but not limited to lost profits and lost future profits. No warranty credit will be given for containers that have been used.

PRODUCT DISPOSAL

All products should be disposed of in accordance with federal, state, and local guidelines.

FEDERAL REGULATIONS

Federal regulated products such as EPA registered products may not be altered or repackaged without prior federal authorization.

RETURN POLICY

No credit will be allowed for goods returned without prior authorization. Returns of product will be accepted up to 30 days from the original purchase date. A restocking charge of 15% of the item’s purchase price will be imposed for goods returned after 15 days from the original purchase date. No credit will be given for containers or packages that have been used or damaged. Shipping cost on order returns are at the expense of the customer, unless otherwise agreed upon by Emtech Labs management.

The above listed terms and policies are subject to change by the management of Emtech Laboratories, Inc.