

**PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

## **PAYMENT TERMS**

Payment for all products & services purchased by customer shall be made in full before testing results are delivered.

## **LATE PAYMENT PENALTY**

In addition to the above, if full payment is not made by for a period of 30 days following the due date, there shall be a late payment penalty due in an amount equal to one- and one-half percent (1.5%) of the payment due for each day after the date due through and including the date paid.

## **LEGAL COMPLIANCE**

Customer shall be solely responsible for obtaining and maintaining all necessary state and municipal permits and licenses necessary to operate as a cultivator. Customer shall also be solely responsible for ensuring that the cultivation site is operated in compliance with all state and municipal laws, regulations, and ordinances regarding cultivation.

## **LIMIT OF LIABILITY**

IN NO EVENT SHALL TUMI GENOMICS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST TUMI GENOMICS SHALL BE THE REPLACEMENT OF NONCONFORMING GOODS AS PROVIDED HEREIN. CUSTOMER'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S ORDER, SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE ORDER. THE SOLE PURPOSE OF THE STIPULATION OF THE EXCLUSIVE REMEDY PROVIDED FOR HEREIN SHALL BE TO PROVIDE CUSTOMER WITH REPLACEMENT OF NONCONFORMING GOODS IN THE MANNER PROVIDED HEREIN. SUCH REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

SO LONG AS TUMI GENOMICS IS WILLING AND ABLE TO REPLACE NONCONFORMING GOODS IN THE PRESCRIBED MANNER.

## **TERMS AND CONDITIONS**

These terms and conditions will apply unless TUMI GENOMICS specifies different terms and conditions in other contracts entered into by the parties. Should TUMI GENOMICS specify such changes and apply different terms and conditions in writing, those terms and conditions will override the purchase order terms and conditions and will apply instead of these.

## **ANALYTICAL SERVICES AND RESULTS**

TUMI Genomics will use commercially reasonable efforts to provide the Analytical Services using samples provided by Customer and will provide the results of such testing (“Results”) to Customer, all as set forth in each Order issued under the Agreement. Any changes to any Analytical Services or Results under any Order will be set forth in a written change order describing the changes (and any resultant changes to the Fees applicable to the Analytical Services and Results) agreed to by both parties. Unless otherwise agreed to by the parties in a written change order, any services not set forth in an Order requested by Customer and performed by TUMI Genomics will be provided on a time and materials basis at TUMI Genomics’s then-current rates.

## **LICENSE**

Subject to payment of all applicable Fees when due, TUMI Genomics grants to Customer a limited, personal, non-transferable, non-sublicensable, and non-exclusive license to access and use the Results provided to Customer by TUMI Genomics under the Agreement solely for its own internal business purposes in accordance with the terms of the Agreement. Customer agrees not to: (a) sublicense, lease, sell, rent, loan or otherwise transfer the Results to any third party; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or method of operation of the Results; or (c) otherwise use or copy the Results except as expressly permitted in this Section.

## **LIMITED WARRANTY**

TUMI Genomics will use commercially reasonable efforts to perform all Analytical Services under the Agreement. If TUMI Genomics fails to comply with the previous sentence, TUMI Genomics will, at its sole discretion and as Customer’s sole remedy and TUMI Genomics’s sole obligation for any such failure: (a) re-perform the Analytical Services in a manner that resolves

the alleged failure; or (b) refund any Fees paid by Customer attributable to the Analytical Services that are the subject of the failure.

## **USE OF RESULTS**

Customer acknowledges that Results only relate to the samples taken and are intended for monitoring and information purposes only. Results are not suitable for regulatory or compliance reporting. TUMI Genomics accepts no liability for sample traceability, sample quality, or sample representation fitness. TUMI Genomics's testing methods have been optimized to detect the specific targets requested by the Customer and accurately describe those targets in the large majority of cases. Relevant quality assurance and quality control standards are followed to ensure process repeatability and functionality. However, TUMI Genomics accepts no liability or responsibility and makes no warranties, expressed or implied, as to the accuracy or completeness of any Results. Customer is solely responsible for and assumes all risk associated with its use of the Results.

## **ORDER CANCELLATION AND REFUNDS**

Any Customer may cancel an order for any Product at any time before Supplier's shipment of the Product. A full refund will be given onto the original payment method used to make the order. Please contact us at [sales@tumigenomics.com](mailto:sales@tumigenomics.com) to cancel an order.

## **DELIVERY POLICY**

Items ordered on our website are only available for delivery to addresses in the United States. Unless there are exceptional circumstances, we make every effort to fulfill your order within 2 business days of the date of your order. Business day mean Monday to Friday, except holidays. An email with tracking numbers will be provided upon shipment of your order. If there is any damage to the packaging on delivery, contact us immediately at [sales@tumigenomics.com](mailto:sales@tumigenomics.com).