

PRODUCT RETURN POLICY

1. To return an Access Scientific, Inc. (“**ASI**”) product, Purchaser must first obtain a Return Material Authorization number (“**RMA**”) by contacting Customer Service at 1.866.608.8333. In order to obtain an RMA, Purchaser must provide Customer Service with the following: (i) product catalog number; (ii) quantity to be returned; (iii) reason for return; (iv) ASI’s invoice number; and (v) Purchaser’s purchase order number. Additional information may be required at ASI’s discretion. Customer Service will provide you with return shipping instructions at that time. Our service facility is located at: 12526 High Bluff Dr., Ste 360, San Diego, CA 92130. Product returns must be received at ASI within 45 days of receiving the RMA and the RMA must be clearly visible on the packaging of the returned product. Any product returned to ASI that is not in accordance with this Product Return Policy will be returned to Purchaser at Purchaser’s expense.
2. Unless the product is returned for a breach of the limited warranty set forth below, the following will not be issued an RMA, or accepted for return: (i) incomplete cases and (ii) special order products.
3. For products returned and accepted by ASI in accordance with this Product Return Policy, Purchaser will be promptly credited an amount equal to the invoice price less a 20% restocking charge; however, no restocking charge will be applied for (i) shipments made in error by ASI (if Purchaser contacts Customer Service regarding such error within two (2) business days of receipt of the product) or (ii) product returned for a breach of the limited warranty set forth below.
4. Purchaser will be responsible for the shipping and any insurance costs for all product returns, except that ASI will be responsible for such costs for (i) shipments made in error by ASI (if Purchaser contacts Customer Service regarding such error within two (2) business days of receipt of the product) or (ii) product returned for a breach of the limited warranty set forth below.
5. Questions regarding shipments of product should be addressed to Customer Service at 1.866.608.8333 within two (2) business days of receipt of the product.

LIMITED WARRANTY

1. **What is covered by this limited warranty**
ASI warrants to Purchaser that the product is free from defects in material or workmanship.
2. **How to make a claim under this limited warranty**
This limited warranty expires thirty (30) days from the date of delivery of the product (the “**Warranty Period**”). If Purchaser discovers a defect in material or workmanship, Purchaser must notify Customer Service by telephone at 1.866.608.8333 before the Warranty Period expires and otherwise comply with the Product Return Policy set forth above. Customer Service will provide Purchaser with an RMA and return shipping instructions to ASI as set forth above. Our service facility is located at 12526 High Bluff Dr., Ste 360, San Diego, CA 92130. ASI will be responsible for the shipping and any insurance costs for all product returns made under this limited warranty. Within 15 business days of receiving the defective product ASI will, at its option, either (i) correct any defect in material or workmanship with new replacement parts or product or (ii) provide a full refund of the purchase price. The course of action elected by ASI in this regard is Purchaser’s only remedies for a breach of this limited warranty.
3. **What is not covered by this limited warranty**
ASI does not warrant to, for, or against: (i) any product, components, or parts not manufactured by ASI; (ii) damage caused by use of the product for any purpose other than that for which it was designed; (iii) damage caused by force majeure events such as fire, flood, wind and lightning; (iv) damage caused by unauthorized attachments or modifications; (v) damage during shipment; (vi) damage caused by inappropriate handling or storage after shipment; or (vii) any other abuse or misuse by Purchaser.
4. **Disclaimer of warranty**
THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASI WILL NOT BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING OUT OF THE PURCHASE, USE OR HANDLING OF THE PRODUCT, EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights under applicable law, which vary from State to State.
5. **No other warranties**
Any warranty other than this limited warranty will be at Purchaser’s sole cost, expense, risk and responsibility; and Purchaser hereby agrees to indemnify and hold ASI harmless from and against any claims, liabilities, losses, expenses, or damages incurred by ASI, including its attorneys’ fees, resulting from any representation or warranty made by or attributed to Purchaser hereunder.
6. **Complete agreement; no additional responsibility for ASI**
Unless modified in writing by both ASI and Purchaser, these terms are understood to be the complete and exclusive agreement between ASI and Purchaser regarding the subject matter covered hereby, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter herein, including, without limitation, any statements made by salespersons or other representatives or any terms and conditions set forth on Purchaser’s purchase order. ASI neither assumes, nor authorizes any person to assume for it, any other or additional liability or responsibility in addition to those expressly set forth herein. Purchaser is warned, therefore, to check the terms herein carefully to see that they correctly reflect those terms that are important to Purchaser.
7. **Address of ASI**
The corporate headquarters of Access Scientific, Inc. is located at 12526 High Bluff Dr., Ste 360, San Diego, CA 92130.