

## **TYPENEX MEDICAL RETURN GOODS POLICY**

This policy is designed so that when Typenex has made an error, in either product quality or service, Typenex pays the costs of return. However, when the error is on Customer's part, Customer agrees to bear part of the cost. **Product quality issues should be reported immediately to 866-TYPENEX.**

To ensure proper credit, please call 866-TYPENEX for authorization prior to returning any Products and have a copy of the shipping documents or invoice when placing the call.

For a Typenex error, credit will be issued at one hundred percent (100%) of the original price if Product(s) is (are) returned within sixty (60) days of original shipment date.

For a Customer error, return is subject to a twenty percent (20%) restocking charge. A credit will be issued at eighty percent (80%) of the original price if Product(s) is (are) returned within sixty (60) days of original shipment date. Products cannot receive credit under the following conditions:

- More than sixty (60) days have elapsed since the original shipment date;
- Customer excess stock;
- Products that will expire in twelve (12) months;
- Opened or partially used cases;
- Discontinued Products;
- Product complaints over sixty (60) days from date of incidence.

## **DAMAGE OR SHORTAGE IN SHIPMENT**

Typenex exercises extreme care in packing shipments. To minimize the possibility of error, all orders should be counted and inspected prior to acceptance of delivery from the carrier. ANY DAMAGE, SHORTAGE OR OVERAGE SHOULD BE NOTED ON CUSTOMER'S COPY OF THE CARRIER'S FREIGHT BILL AND THE DRIVER SHOULD COUNTERSIGN THE DOCUMENT. If the damage is excessive do not accept the shipment. Mark on the carrier's freight bill, "Shipment refused, damaged. Return to shipper." A Customer Service representative should be notified immediately at 866-TYPENEX. Customer's cooperation in providing this information will enable Typenex to expedite the necessary adjustments.

## **WARRANTY**

Typenex and its affiliates warrant that Products shipped or delivered to Customer will not, at the time of shipment by Typenex or its affiliates, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor will such Products be articles which may not, under provisions of Section 505 of said Act, be introduced into interstate commerce. Typenex and its affiliates further warrant that Products they manufacture, when used in accordance with the directions on the labeling, are fit for the purposes and indications described in the labeling. Products distributed by Typenex and its affiliates are warranted by their manufacturer. More specific warranties including the length of the warranty period may accompany individual Products.

**Unless the Product(s) is (are) used in strict accordance with its (their) instructions, these warranties are void and of no effect. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TYPENEX AND ITS AFFILIATES' SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT TYPENEX'S OPTION, TO REPAIR OR REPLACE THE PRODUCT. NEITHER TYPENEX NOR ITS AFFILIATE SHALL BE LIABLE FOR PROXIMATE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES.**

Modifications, alterations, recalibrations, or abuse, and service to either the Product or instructional system by which the Product is to be used may void any warranty.