

Terms of service

OVERVIEW

This website is operated by Zarbeco, LLC. Throughout the site, the terms “we”, “us” and “our” refer to Zarbeco, LLC. Zarbeco, LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that:

Buyer qualifications and consent:

In order to use ZARBECO,LLC, you, Buyer, must:

- 1.be at least eighteen (18) years old and able to enter into contracts;
- 2.complete the registration process;
- 3.agree to the Terms; and
- 4.provide true, complete, and up to date contact information.

By using ZARBECO, you represent and warrant that you meet all the requirements listed above, and that you won't use this website or ZARBECO Equipment in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.) ZARBECO may refuse service, close accounts of any users, and change eligibility requirements at any time. In the event of a security breach that may affect you, we'll notify you of the breach and provide a description of what happened

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform

and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

FORCE MAJEURE. ZARBECO or Buyer will be excused from their respective obligations in the event and to the extent that their respective performance is delayed or prevented (a) by any circumstance reasonably beyond their control or (b) by fire, explosion, breakdown of machinery or equipment, plant shutdown, strikes or other labor disputes, riots or other civil disturbances or voluntary or involuntary compliance with any law order, regulation, recommendation or request of any government authority. In addition, ZARBECO will be excused in the event of its inability or delay in obtaining materials necessary for manufacture of the Equipment or total or partial failure of any of its usual means of transportation of the Equipment.

ASSIGNABILITY. No claim against ZARBECO arising directly or indirectly out of or in connection with the Equipment furnished by ZARBECO to Buyer may be assigned by Buyer or by operation of law without the prior written approval of ZARBECO.

SHIPMENT. All Equipment will be shipped F.O.B. Succasunna, NJ, unless otherwise stated. If Buyer has not issued inspection and shipping instructions by the time the Equipment is ready for shipment, ZARBECO may select any reasonable method of shipment, without liability by reason of its selection. ZARBECO shall not be responsible for Buyer's loss or damage of any sort whatsoever in relation to delay in shipment of any order. Shipments may be insured at Buyer's expense, and ZARBECO may place a valuation upon any shipment in its discretion if specifically requested in writing by Buyer or required for export purposes.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials,

whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - SHIPMENT OF ITEMS

These Items being shipped are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein

identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Zarbeco, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

1. LIMITED WARRANTY. If, within 12 months after the date of shipment, any Equipment furnished by ZARBECO (including microscopes, cameras, cables or software) is found by ZARBECO inspection to have defective material or workmanship, ZARBECO will repair the Equipment or at ZARBECO's sole discretion supply identical or substantially similar replacement Equipment F.O.B. Succasunna, NJ. Any replacement Equipment will be warranted against defects in material or workmanship for the unexpired portion of the warranty applicable to the particular Equipment. This Limited Warranty will be voided if (a) the Equipment has not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by ZARBECO; (b) the Equipment has been subjected to any accident, misapplication, environmental contamination, corrosion, abuse or misuse; (c) Buyer has installed, used, maintained, repaired, or modified the Equipment after discovery of the defect without ZARBECO's prior written consent; (d) Buyer refuses to permit ZARBECO to examine the equipment and operating data to determine the nature of the defect claimed; or (e) Buyer fails to meet its obligations under paragraph 4. Limited Warranty claims should be addressed to ZARBECO accompanied by the original receipt of sale.

EXCEPT AS PROVIDED IN THESE STANDARD TERMS AND CONDITIONS, ALL WARRANTIES, UNDERTAKINGS, CONDITIONS OR REPRESENTATIONS (WHETHER INNOCENT OR NEGLIGENT),

INCLUDING WITHOUT LIMITATION THOSE WITH RESPECT TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY OR DURABILITY, WHETHER EXPRESSED, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING, USAGE OF THE TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT OR ORDER, ARE EXPRESSLY EXCLUDED. NO EXPRESS OR IMPLIED WARRANTY IS GIVEN AS TO THE CAPACITY, EFFICIENCY OR PERFORMANCE OF ANY EQUIPMENT, EXCEPT AS MAY BE PROVIDED IN A WRITTEN AGREEMENT SIGNED BY ZARBECO.

2. PRICE MODIFICATION AND OTHER CHARGES. All sales are F.O.B. Succasunna, NJ. ZARBECO's price does not include any transportation, storage or packaging charges, or any taxes, excises, duties, tariffs or other government charges which ZARBECO may be required to pay or collect under any existing or future law with respect to the sale, transportation, delivery, storage, installation or use of any of the Equipment sold by ZARBECO. ZARBECO is not responsible for pricing, typographical or other errors. Upon ZARBECO's discovery of any error, affected customers will be promptly advised and provided the options of cancelling or reconfirming their orders.

3. PAYMENT AND CREDIT TERMS. Each shipment is a separate transaction, and payment will be made accordingly. Unless otherwise specified in writing by ZARBECO, payment for Equipment furnished will be due upon Buyer's order of Equipment. Equipment held for Buyer because of any delay in shipment due to Buyer's request to hold, or inability to receive, the Equipment will be at the risk and expense of Buyer.

4. LIMITATIONS OF LIABILITY. ZARBECO'S LIABILITY, IF ANY, IS LIMITED TO THE PRICE ALLOCABLE TO THE EQUIPMENT DETERMINED DEFECTIVE, AND IN NO EVENT WILL ZARBECO'S CUMULATIVE LIABILITY BE IN EXCESS OF THE TOTAL SALES ORDER PRICE FOR EQUIPMENT, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. EXCEPT AS OTHERWISE PROVIDED IN THESE STANDARD TERMS AND CONDITIONS ZARBECO WILL NOT BE LIABLE FOR GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, INCLUDING ANY THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUYER'S REMEDIES ARE SPECIFICALLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE EQUIPMENT AND ARE EXCLUSIVE OF ALL OTHER REMEDIES. SHOULD THESE REMEDIES BE FOUND INADEQUATE OR TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE, FOR ANY REASON WHATSOEVER, BUYER AGREES THAT RETURNS OF THE FULL SALES ORDER PRICE FOR THE RELEVANT EQUIPMENT TO IT BY ZARBECO SHALL PREVENT THE REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND SHALL BE CONSIDERED BY BUYER AS A FAIR AND ADEQUATE REMEDY.

RETURNS. No product will be accepted for return, replacement, repair or restocking unless accompanied by a properly authorized "Return Merchandise Authorization". This form can be obtained from ZARBECO at 52 Main Street, Ste 1, Succasunna, NJ 07876, Telephone: (973) 933-2043. Buyer by requesting a Return Merchandise Authorization and returning product thereby certifies that Buyer has removed all installed ZARBECO software from any and all computers. A Return Merchandise Authorization is valid for only 14 days after it is issued, and, for any authorized returned goods that are returned more than 14 days after the Return Merchandise Authorization is issued, shipments will not be accepted. Failure to comply with these requirements will result in material being refused or returned at Buyer's expense. Material returned is for "conditional acceptance only" and the final evaluation is subject to the approval of ZARBECO's quality assurance personnel.

UNDER NO CONDITION MAY ANY PRODUCT THAT HAS BEEN EXPOSED TO LIVE OR ACTIVE BIOLOGICAL SAMPLES OR ANY OTHER TOXIC SUBSTANCES BE RETURNED TO ZARBECO. ZARBECO WILL NOT ACCEPT THE RETURN OF PRODUCTS THAT ZARBECO BELIEVES ARE NO LONGER NEEDED BY THE MARKETPLACE BECAUSE OF CHANGES IN LAWS, CODES OR STANDARDS.

1. IN-WARRANTY DEFECTS: Products returned within the warranty period for defects in manufacture or for ZARBECO error in shipment will be accepted for full credit, repair or replacement without service charge. The decision as to either repair or replace a product shall be within ZARBECO's sole discretion.

B. RETURNS—NON-DEFECTIVE PRODUCTS: New and undamaged standard ZARBECO products that at the time of return are being manufactured, in their original unopened product carton, may be returned within 30 days from date of shipment on the following terms: Re-stocking credit will be issued at the price paid at the time of shipment or at the price prevailing at time of return whichever is lower, from which will be deducted a 15% restocking charge and the expense for return transportation if not prepaid. No non-defective or out-of-warranty product may be returned after 30 days from date of shipment. Non-stock, special or custom-made products including units that are modified from standard units (with or without accessories), whether in-warranty or out-of-warranty, shall not be returned for credit.

C. OUT-OF-WARRANTY RETURNS. In certain instances, and at ZARBECO's sole discretion, products may be accepted for return after warranty expiration. In such instances the product will be repaired or replaced at Buyer's sole expense. The decision as to either repair or replace a product shall be within ZARBECO's sole discretion. Buyer will be charged the current service rate per Return Merchandise Authorization plus materials or, at ZARBECO's discretion, ZARBECO will replace the product at its lowest current published sale price. Buyer will pay all transportation costs. Upon notification of cost to repair out-of-warranty material, repair purchase order must be issued within 14 days or material will be returned to Buyer at Buyer's expense.

SECTION 15 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Zarbeco, LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 16 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 17 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without

notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 19 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding the applicability of the Convention on the International Sales of Goods, and venue for any disputes shall be Succasunna, NJ.

SECTION 20 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 21 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at sales@zarbeco.com.