Terms of Sale

1. Ordering and Payment

Payment Terms

Under this agreement, the payment processing services for goods and/or services purchased on this website may be provided by ***Immunotec Research Inc.*** and/or one of Immunotec subsidiaries, depending on the payment method selected and the type of currency used for the purchase of the goods and/or services. These terms are an agreement between you and that subsidiary. Certain transaction fees may be applicable, depending on the payment method selected or the Credit Card issuer, and are at the responsibility of the Credit Card Holder. Goods and/or services will be delivered by ***Immunotec Research Inc.*** directly.

AutoShip Customers

Both you and your customers win when you promote the Customer AutoShip program. They benefit by having their monthly order delivered directly to their door, and you are freed from monthly follow-up and deliveries. With a simple purchase process and discounted pricing, the Customer AutoShip program is the best choice for you and your customers.

General Ordering Policies

Immunotec encourages its Independent Consultants to use the web for routine ordering; it saves time, is convenient, and is available 24/7.

Immunotec will attempt to contact Independent Consultants who send in mail orders with invalid or incorrect payment. If an alternate payment method cannot be arranged before the commission period has closed, the order will be cancelled.

Orders that are not prepaid in full are not accepted. Orders for products and sales aids may be combined, and there are no minimum order requirements.

Shipping and Back-Order Policies

Your in-stock order will be shipped within three to seven business days of its receipt by Immunotec, please note that shipments to Puerto Rico may take up to ten business days. Out-of-stock items will be placed on back-order and shipped as soon as additional inventories are received. Independent Consultants and Customers will be notified if back-ordered items are not expected to ship within 30 days and an estimated shipping date will be provided. Back-ordered items can be cancelled upon request and replacement merchandise will be sent, or a refund or credit issued.

Confirmation of Order.

Be sure to check your order upon receipt. Any shipping discrepancies or damage must be reported to Immunotec within 30 days.

Sufficient Funds

Immunotec is not obliged to contact you regarding orders that are cancelled due to insufficient funds or credit, so please be sure that there are sufficient funds or credit available to cover any orders. A cancelled order may result in a failure to meet your Personal Volume requirements for the month.

Credit Card Information

Changes to credit card information (including expiration date) must be received five days before a shipment is to be sent.

Immunotec's Satisfaction Guarantee and Return Policy

Immunotec offers a 30-day, 100% money-back guarantee, less shipping and handling costs, to both its AutoShip Customers and Retail Customers.

Immunotec's Satisfaction Guarantee and Return Policy

Immunotec offers its AutoShip customers, retailers and Independent Consultants who purchase its products directly from Immunotec's site, a 100% satisfaction guarantee for the value of the product, provided that the products are in resalable condition and are returned within 30 days from the date of purchase of the product (less any delivery or pick-up charges). After 30 days, Immunotec offers a 90% money back guarantee for up to 12 months from the date of purchase (less original delivery or pick-up charges and return shipping costs).

Products and aids for sale will be considered "resalable" if each of the following elements are met:

- They are unopened and unused.
- The packaging and labeling have not been altered or damaged.
- They are in resalable condition at full price.
- They are still in Immunotec's current inventory.
- Are returned to Immunotec within one year from the date of purchase.
- Not past their expiration date

Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued or a seasonal item will not be considered resalable.

Products not sold directly by Immunotec are not included in this return policy.

AutoShip Customers and Retail Customers, who purchase directly through Immunotec,

Return process

Autoship Customers, retailers and Immunotec Consultants who purchase their products through Immunotec must obtain a Return Authorization Number (RAN) from the Customer Service Department prior to returning any product. To obtain the RAN, you must contact the Customer Service Department and provide the sales order and lot number of each product to be returned. The NAD must be clearly visible on

each product being returned to Immunotec.

The refund will be made upon verification by Immunotec of the condition of the products, and payment will be made by the same method of payment used to make the purchase, within 15 business days after the date of return and acceptance by Immunotec.

Products that are returned to Immunotec without the NAD clearly visible will be refused and any costs incurred will be the responsibility of the Customer.

Any product that is not in a resalable condition will not be accepted for refund and Immunotec will notify Customer of such decision. Customer shall then have the option to request the return of the products, at Customer's own expense for any shipping and handling costs involved.

In the event that Customer does not notify Immunotec in writing within 10 days of receipt of the notice of rejection that it wishes to have the products returned, Immunotec shall dispose of such products without any liability or compensation to Customer.

Retail Customer Return Policy through Immunotec Independent Consultants

Immunotec's warranty for customers who have purchased their products directly from Independent Consultants shall be honored directly with the Consultant, who is obligated to honor this return policy. If for any reason a retail customer is dissatisfied with any Immunotec product, the retail customer may return the remainder of the product to the Independent Consultant with whom the purchase was made within thirty days of the date of purchase and may obtain a replacement product, an exchange of the product, or a refund of the cost of the product exclusive of shipping and handling charges.

Return of Product and Sales Aids upon Cancellation of Agreement or Distributorship

Immunotec's warranty for customers who have purchased their products directly from Independent Consultants shall be honored directly with the Consultant, who is obligated to honor this return policy. If for any reason a retail customer is dissatisfied with any Immunotec product, the retail customer may return the remainder of the product to the Independent Consultant with whom the purchase was made within thirty days of the date of purchase and may obtain a replacement product, an exchange of the product, or a refund of the cost of the product exclusive of shipping and handling charges.

Commission and Bonus Reversals

Bonus and commission payments are based on the sale of products to end-users. If a product is returned to the Company, the commissions earned on that product will be deducted from the next commission payment. The deduction will occur in the month that the refund is given and will continue until all commissions have been recovered. Should the distributorship be terminated for any reason, any unrecovered balance will be deducted from any amount owed to the Independent Consultant.

The Independent Consultant understands and agrees that bonuses or commissions paid to the Independent Consultant on products returned by or services refunded to Independent Consultants in his

Downline, within the preceding one hundred and twenty (120) days shall be repayable by the Independent Consultant and may be deducted from his account with Immunotec at any time where an Independent Consultant in his team terminates his/her Agreement or it is terminated by Immunotec and Immunotec refunds the price paid for goods in accordance with this Business Guide.

Product Purchases

If you purchase items through the Site, you are responsible for providing a valid credit card number with available credit at the time of purchase, or valid current account information with available funds at the time of purchase. You represent and warrant that you are an authorized user of any such credit card or the owner of any such current account. You are responsible for payment of any applicable taxes. Applicable taxes and shipping and handling charges will be included in the purchase.

Submissions and Privacy

Any material, information, or ideas you transmit to or post on the Site by any means will be treated as nonconfidential and non-proprietary and may be disseminated or used by Immunotec for any purpose whatsoever, including, but not limited to, reproduction, transmission, publication, broadcast, posting, developing, manufacturing and marketing products. Notwithstanding the foregoing, all personal data provided to Immunotec will be handled in accordance with the Immunotec Privacy Policy. Immunotec has no responsibility to respond to messages posted at the Site. Furthermore, posting or transmittal of any unlawful, threatening, libelous, defamatory, scandalous, inflammatory obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violation of any law is strictly prohibited.

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Miscellaneous

If any provision(s) contained in these Terms is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if the invalid or unenforceable term(s) or provision(s) had never existed.

Immunotec's failure to insist upon or enforce strict performance of any term(s) or provision(s) contained herein shall not be construed as a waiver of any term, provision or right.

Immunotec reserves the right to correct any inaccuracies or typographical errors in the information posted to the Site and shall have no liability for such errors. Prices and availability of goods and services is subject to change without notice.

Your Concerns

If you have any concerns about material which appears on our site, please contact info@immunotec.com