



Infinity Instruments Ltd Reseller Agreement

1. Payment Terms

All prices are in U.S. dollars unless explicitly stated otherwise. Our payment terms are Visa, Master Card, Discover, American Express or prepayment. **Net terms may be obtained upon approval of credit.**

2. Pricing and Availability

Listed Prices do not include the cost of shipping. It is the responsibility of the reseller to maintain inventory levels. Available stock is sold on a first come first serve basis. All current pricing and availability can be found on our website at www.infinityinstruments.com.

3. Minimum Order Requirement

Initial order required is \$250.00 U.S. Orders placed thereafter are not subject to a minimum order amount.

4. Taxes

All prices are exclusive of any revenue, excise, import duty and any other applicable tax. All taxes are the responsibility of the reseller.

5. NSF Checks/Delinquent Accounts

A \$25 returned check fee will be charged for any checks returned with non-sufficient funds. Payment received after the due date will be subject to a 3% processing fee.

6. Shipments/Short, Lost, or Damaged in Shipping

All sales are F.O.B. origin (La Crosse, WI 54601). Our standard shipping method is UPS or FedEx ground. Resellers can request, at their own expense, expedited shipping services. Quoted delivery dates are approximate and subject to delay. Infinity Instruments (now referred to as "The Company" here forward) is not responsible for delays that occur beyond our reasonable control. The Company is not responsible for insurance for customers who request their own method of shipment. All claims for shortages on shipments or concealed damages on shipment must be made within 10 days of receipt of goods. Visible shipping damage must be reported immediately. The company is not responsible for damages reported after 10 days. Normal recourse for defective items is product replacement.

7. Large/Oversize Boxes

The Company does not assess a handling fee for large or oversized boxes; however, both UPS and FedEx charge additional fees for oversized boxes. While every attempt is made to ship goods in standard size shipping cartons, some products are oversized and additional freight charges are applied. For more information on these fees, please refer to the respective carrier's website.

8. Returns

Non-defective returns are allowed once per year. Should there be any inventory that did not meet given sales expectations, the Company shall be notified and a review will commence for all products that fit this description. Shipping charges for non-defective items will be the responsibility of the Reseller. Non-defective returns initiated any other time are subject to a 15% restocking fee.

Authorization must be obtained from The Company to initiate a Return of Merchandise (RMA). RMA must be placed only on the shipping label. Merchandise returned without an RMA will be refused. The merchandise must be returned in sellable condition, including but not limited to, original packaging with packaging materials

Resellers are required to report to the Company, within ten (10) business days, any damages due to shipping and handling. The Company is not liable for damages (cosmetic or other) reported after 10 days of receipt of purchase. Mechanical defects are covered by a 1 year manufacturer warranty. The warranty does not cover damage due to misuse, abuse, improper storage, accident, alterations, unauthorized repair or acts of nature that are out of our reasonable control. The warranty covers repair or replacement only of the original product. Refund or Account Credit will only be issued for damaged items reported within ten (10) days of receipt.

9. Order Cancellations/Refused Shipments

Authorized cancellation of an order must be made no later than one business day (24 hours) prior to shipment.

10. Online Resale

Listing our products on third-party websites is strictly prohibited unless prior authorization has been granted in writing. This includes but is not limited to Ebay.com, Rakutan, Jet, OpenSky, Wish, etc. Effective January 1, 2023 reselling on Amazon.com is not permitted.

Effective March 1, 2024 reselling on Walmart.com is not permitted.

11. Enforcement

Failure by the Company to enforce the Terms and Conditions does not constitute a waiver of any portion of the Terms and Conditions. The Company reserves the right to terminate Reseller account at any given time for any reason.