



Translume

Advanced Glass Micromachining

Terms and Conditions of Sale

Taxes & Duties

Some countries impose VAT or other excise duties on imported items at Customs. Customers are responsible for payment of this duty.

Refunds & Returns

Standard Products: Those products that are priced and available for sale on Translume's website ("Standard Products") may be returned subject to the following conditions:

- 1) All products must be sealed in their original packaging.
- 2) The customer must first obtain a Return to Manufacturer Authorization ("RMA") number by contacting Translume at 734-528-6371. This RMA number should be printed on the outside of the package being returned.
- 3) Returned items will be subject to a 25% restocking fee. A credit will be given to the Customer for the purchase price, less this restocking fee.
- 4) The Customer will be responsible for any customs charges, taxes or duties incurred in returning the product.
- 5) The Customer is responsible for any transit damage.

Custom Orders: Those products that are not priced and available for sale on Translume's website and have been instead produced on a best efforts basis to the customer's specifications ("Custom Orders") may not be returned for a credit. Customer warrants that they have intellectual property rights to any device they submit to Translume for custom fabrication.

Limited Warranty

Subject to the limitations set forth in these Terms and Conditions of Sale, Translume warrants (the "Limited Warranty") that all Standard Products sold by Translume will conform to the specifications published on the Translume website and shall be free from defects in materials and workmanship at the time of sale. Translume shall have no obligation under the Limited Warranty or otherwise, and this Limited Warranty does not apply to items which are damaged due to accident or negligence in use, storage, transportation or handling. To the extent the Product is incorporated into any other instrument or device, Translume makes no representation with respect to the safety, efficacy, accuracy, reliability, use, or fitness for intended purpose of such integrated product. To the extent so incorporated into any other instrument or device, the Customer hereby agrees to indemnify and hold Translume harmless from any claims, suits, liabilities, losses, damages, expenses (including reasonable attorneys' and experts' fees and expenses) and costs arising from or relating to any defects in and/or the use of such integrated product, and/or the failure of such integrated product to comply with any applicable laws or regulations. Translume's sole obligation, and Customer's exclusive remedy for any defective Standard Product, shall be limited, at Translume's option, to either repairing or replacing, free of charge for materials or labor, any Product which is proved not in compliance with published specifications. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE, TRANSLUME MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation on Liability

To the extent not prohibited by applicable law: IN NO CASE SHALL TRANSLUME BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY TRANSLUME'S OWN NEGLIGENCE OR FAULT. CONSEQUENTLY, TRANSLUME SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON THE USE OF THE PRODUCT IN COMBINATION WITH OR INTEGRATED INTO ANY OTHER INSTRUMENT OR DEVICE. HOWEVER, IF TRANSLUME IS HELD LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, TRANSLUME'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST TRANSLUME.

© 2008 Translume Inc.

655 Phoenix Drive

Ann Arbor, MI 48108

Phone: 800-378-3505

Phone: 734-528-6371

Fax: 734-528-6334