



Terms of Sale

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 Inc. and/or one of Immunotec Inc. subsidiaries, including Immunotec International Healthcare Products Ltd. (1st Floor Riverview House, 21-23 City Quay, Dublin 2 Ireland.), 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 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 two business days of its receipt by Immunotec. 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.

AutoShip Customer and Retail Customer Return Policy

AutoShip Customers and Retail Customers, who purchase directly through Immunotec, have a 30-day, 100% money-back guarantee, from the date of purchase, less shipping and handling costs. Products that are returned in saleable condition after 30 days from the date of purchase will be refunded at 90% less shipping and handling costs for up to 12 months from the date of purchase.

AutoShip Customers and Retail Customers, who purchase directly through Immunotec, must obtain a Return Authorization (RA) Number from Immunotec's Customer Service Department before returning any products.

To obtain a (RA) number, the Customer must contact Immunotec's Customer Service Department and provide the sale order(s), and lot number(s) for all products being returned.

Each item that is being returned to Immunotec must include a clearly visible RA number. The Customer will receive a refund once Immunotec has received the product(s) and has verified their condition. All credits will be made by the same method of payment as was used for the original order.

Items that are returned to Immunotec without a clearly visible RA number will be refused. Any costs incurred will be the responsibility of the Customer. Products are considered re-saleable if they are unused, unopened and have not surpassed the expiration date. Any products that are not considered to be in re-saleable condition will not be accepted for a refund and Immunotec will notify Customer of such non-acceptance. The Customer will then have the option of having the product(s) returned to them, at their own cost. Should the Customer not notify Immunotec, in writing, within ten days of Immunotec's notice of non-acceptance that he wishes to have the products returned to him or her, Immunotec will dispose of the products without any liability or compensation to the Customer.

Refunds will be issued within 15 business days of the date of return and acceptance by Immunotec.

Retail Customer Return Policy through Immunotec Independent Consultants

Immunotec's Retail Customer Guarantee is offered through its Independent Consultants and every Independent Consultant is bound to honor it. If, for any reason, a retail Customer is dissatisfied with any Immunotec product, he may return the unused portion of the product to the Independent Consultant from whom it was purchased, within 30 days from the date of purchase, for a replacement, exchange or full refund of the purchase price excluding shipping and handling costs.

Consultant Return Policy

Obtain a Return Authorization Number (RAN) from Immunotec's Consultant Support Department before returning any products or sales aids. You will be asked for the sales order and lot numbers for all returns. The RAN must be clearly visible on returned items or they will be refused. Any associated costs incurred are your responsibility.

Refunds are issued once the condition of the returned goods is determined. Credits will be made by the same method of payment used when the order was placed.

Return of Products Purchased for Personal Consumption

Immunotec offers a 100%, 10-day (from the date of delivery) money-back guarantee on an initial purchase of any products by an Independent Consultant for his personal use. Shipping costs are not refundable.

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

Consultants have a 10 day 100% money-back guarantee from the date of purchase, less shipping and handling costs, and a 90% money-back guarantee, less shipping and handling costs, for up to 12 months from the date of purchase on merchandise in resalable condition.

Consultants must obtain a Return Authorization (RA) Number from Immunotec's Customer Service Department before returning any products.

Refunds are issued once the condition of the returned goods is determined. Credits will be made by the same method of payment used when the order was placed.

To obtain a (RA) number, the Consultant must contact Immunotec's Customer Service Department and provide the sale order(s), and lot number(s) for all products being returned.

Each item that is being returned to Immunotec must include a clearly visible RA number. The Consultant will receive a refund once Immunotec has received the product(s) and has verified their condition. All credits will be made by the same method of payment as was used for the original order.

Items that are returned to Immunotec without a clearly visible RA number will be refused. Any costs incurred will be the responsibility of the Consultant. Products are considered re-saleable if they are unused, unopened and have not surpassed the expiration date. Any products that are not considered to be in re-saleable condition will not be accepted for a refund and Immunotec will notify Consultant of such non-acceptance. The Consultant

will then have the option of having the product(s) returned to them, at their own cost. Should the Consultant not notify Immunotec, in writing, within ten days of Immunotec's notice of non-acceptance that he wishes to have the products returned to him or her, Immunotec will dispose of the products without any liability or compensation to the Consultant.

Refunds will be issued within 15 business days of the date of return and acceptance by Immunotec.

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

In the event your Agreement is cancelled, for any reason, you may return saleable personally-purchased inventory and sales aids for a 90% refund, less shipping and handling costs, within 12 months from the date of purchase. Shipping costs will be covered by Immunotec only if the Company cancels the Agreement for a reason other than your violation of the Business Guide. Immunotec will inform the Independent Consultant if product is considered unsalable, at which point the Independent Consultant can opt to have the product returned to them at their own cost. Independent Consultants must inform Immunotec, in writing that they wish to have the products returned to them. Failure to do so within 10 days of a notice of non-acceptance will result in disposal of the products without further liability to Immunotec or compensation to the Independent Consultant. Any bonuses, rebates or other incentives that were paid to the Independent Consultant based on the purchase of the returned products will be deducted from the refund. Products that have been previously certified as having been resold are not eligible for buy back.

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.

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Miscellaneous

In the event that 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.

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Your Concerns

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