



REPROSCAN TERMS AND CONDITIONS OF SALE

1. Application of Terms and Conditions

The Customer and ReproScan agree that the purchase and sale of the Products and Services are governed exclusively by these Terms and Conditions. ReproScan shall not be bound by any additional or different terms unless expressly agreed in writing.

2. Price and Payment

Prices for Products and Services are as stated in the invoice. Unless otherwise agreed in writing prior to shipment, payment in full is due prior to shipment of Products or performance of Services.

3. Warranty and Remedies

Products are warranted against defects in materials and workmanship for the warranty periods stated below. This warranty does not cover defects, damage, or failures caused by misuse, negligence, improper handling, improper installation, unauthorized modification or repair, failure to follow instructions, or external causes including accidents, power surges, or environmental conditions.

ReproScan's sole obligation under this warranty, and the Customer's exclusive remedy, is repair of or replacement of the Product at ReproScan's discretion. The Customer must notify ReproScan of any warranty claim within the applicable warranty period.

This warranty is in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Services are provided in a professional manner consistent with ordinary industry standards. Except as expressly stated in these Terms and Conditions, ReproScan makes no other warranty with respect to Services.

Non-warranty returns may be accepted on a case-by-case basis only with ReproScan's prior approval. Products returned for reasons other than warranty must be unused and in their original packaging. Approved non-warranty returns are subject to a restocking fee of 15% of the original purchase price. The Customer is responsible for all shipping charges associated with returning the Product. ReproScan reserves the right to refuse any non-warranty return if the Product has been used, damaged, or is incomplete upon return.

Warranty periods:

- All new ultrasound units: 24 months from date of purchase
- All new monitors: 12 months from date of purchase
- All new goggles: 12 months from date of purchase
- All new ReproArms: 24 months from date of purchase
- All new batteries, including internal batteries: 6 months from date of purchase
- For replacement probes and mainboards installed by ReproScan, the warranty period begins on the date of repair; if sold separately, the warranty period begins on the date of purchase
 - All new replacement probes and mainboards: 24 months
 - All refurbished replacement probes and mainboards: 12 months
- Used equipment of any kind: case by case basis as listed on the Customer's invoice

4. Risk and Ownership

Risk of damage or loss of the Products passes to the Customer upon delivery. Title to the Products does not pass to the Customer until all amounts payable to ReproScan for the Products have been paid in full.

5. Use, Compliance, and Liability

ReproScan Products are intended solely as imaging tools. ReproScan does not provide veterinary, medical, or diagnostic services.

Use of the Products may be regulated under applicable laws. The Customer is solely responsible for compliance with all applicable local, state, and federal laws, rules, and regulations.

Improper use of the Products, including improper use of the ReproArm, may result in serious injury to animals, including rectal perforation or death. The Customer acknowledges that such risks are inherent in the use of the Products and assumes full responsibility for their safe and proper operation.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, REPROSCAN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE PRODUCTS, SERVICES, OR THEIR USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Customer agrees to indemnify, defend, and hold harmless ReproScan Technologies, LLC, and its officers, employees, agents, representatives, and authorized dealers from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Customer's use, misuse, unlawful use, handling, resale, or operation of the Products.

The Customer acknowledges that any use of the Products in violation of applicable laws or regulations is strictly prohibited and is solely the responsibility of the person or entity using the Products.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REPROSCAN'S LIABILITY EXCEED THE AMOUNT PAID FOR THE APPLICABLE PRODUCT OR SERVICE.

7. No Reliance

The Customer acknowledges that no statements, representations, promises, or warranties other than those expressly set forth in these Terms and Conditions were relied upon by the Customer.

8. Disclaimer of Warranties

Except as expressly stated in these Terms and Conditions, and to the maximum extent permitted by law, all warranties, whether express or implied, including any implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

9. Privacy Policy

ReproScan Technologies, LLC's collection, use, and safeguarding of personal information in connection with the Products and Services are governed by its Privacy Policy, available at <https://repro-scan.com/privacy/>.

By purchasing or using ReproScan's Products or Services, the Customer acknowledges that it has reviewed, or has had the opportunity to review, the Privacy Policy.

10. Governing Law and Venue

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles. Venue for any action arising out of or relating to these Terms and Conditions shall lie exclusively in Madison County, Iowa.

11. General

No waiver by ReproScan of any breach of these Terms and Conditions shall be deemed a waiver of any other breach, and any failure or delay by ReproScan to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or otherwise affect ReproScan's right to enforce it.

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

The Customer shall reimburse ReproScan for all reasonable attorneys' fees, court costs, and other expenses incurred by ReproScan in enforcing these Terms and Conditions or collecting amounts owed by the Customer.

12. Definitions

- "ReproScan" means ReproScan Technologies, LLC, doing business as ReproScan and ReproScan Training.
- "Customer" means the purchaser of the Products or Services.
- "Product" or "Products" means any equipment, parts, accessories, components, or other goods purchased by the Customer and specified in an invoice to the Customer.
- "Services" means any training or other services purchased by the Customer and specified in an invoice to the Customer.