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Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS OF WARRANTIES AND LIABILITY THAT MIGHT APPLY TO YOU.

These Terms and Conditions apply to the purchase and sale of products and services from Cospheric LLC (referred to as “Seller”, “us”, or “we”). By placing an order for such products and services, you, Buyer, agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain products or services from Cospheric LLC. These terms and conditions are subject to change by us without prior written notice at any time, in our sole discretion.

The latest version of the terms and conditions will be posted on Copheric.com (“Site”), and you should review these terms and conditions prior to purchasing any product and services that are available from us.

1. Order Acceptance and Cancellation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed per our Shipping Policy below.

We manufacture, produce, and sell to end user customers and do not accept orders from dealers, exporters, wholesalers, or other customers who intend to resell the products and services which are offered by us. We make every effort to maintain the availability of our Site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

2. Payment Terms and Sales Taxes

Terms of payment are within our sole discretion and may be changed at any time. We accept VISA, MasterCard, and American Express credit cards for all purchases. You represent and warrant that: (i) the credit card information you supply to us is true, correct and complete; (ii) charges incurred by you will be honored by your credit card company; and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any. Current billing address and phone information must be included with every order.

All payments must be in United States dollars.

Domestic Orders: Net 30 days, FOB shipping point, subject to prior credit approval.

Export Orders: All payments in US dollars by an acceptable irrevocable Letter of Credit, or wire transfer. Customer is responsible for all customs and duty fees.

You agree to pay interest on all past-due sums at the highest rate allowed by law, plus all costs of collection including attorneys' fees and court costs. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

3. Changes in Products and Pricing

We are constantly updating and revising our offerings of products and services, and we may discontinue products and services at any time without notice. To the extent that we provide information on availability of products or services, you should not rely on such information, and we will not be liable for any lack of availability of products or services that you may order from us.

All pricing for the products and services available on our Site or in our catalog is subject to change. For all of our prices, products and services, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the charge.

4. Shipping Policy

We offer a variety of shipping options to meet your shipping needs. We use only premium carriers (UPS, FedEx) with Next Day, 2nd Day and Ground delivery options available for many items. Please check the individual product page for specific delivery options. All shipping prices are quoted in United States dollars. No C.O.D. orders can be accepted.

Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

There may be occasional delays beyond the posted order processing time. If the delay is more than seven business days, we will send you an e-mail message notifying you of the delay. If the delay will be less than seven business days, we will ship the product as soon as it is ready. If your product is on backorder for more than 10 business days, we will send you an e-mail message asking if you want to cancel the order. If you do not advise us that you would like to cancel the order, we will keep the order active and continue to send you inquiries every 10 business days until the order is cancelled or delivery occurs.

These shipping terms are accepted by you by placing an order with us.

5. WARRANTIES EXCLUDED, LIMITATIONS OF LIABILITY AND REMEDIES

BY PURCHASING THE PRODUCTS, YOU AGREE THAT WE HAVE REQUESTED THAT YOU FULLY EXAMINE THE GOODS, THAT WE HAVE OFFERED TO PROVIDE YOU WITH R&D QUANTITIES OF THE PRODUCT TO TEST IN YOUR UNIQUE APPLICATIONS, AND YOU HAVE EITHER TESTED THE PRODUCTS AND FOUND THEM SATISFACTORY SUCH THAT YOU HAVE CHOSEN TO PURCHASE THE PRODUCT OR YOU HAVE REFUSED TO TEST THE PRODUCT AND NONETHELESS HAVE CHOSEN TO PURCHASE THE PRODUCT, THEREFORE:

THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THAT THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS.

ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" AND WITH ALL FAULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH YOU, THE BUYER, SHOULD THE GOODS PROVIDE DEFECTIVE FOLLOWING THEIR PURCHASE, YOU AND NOT US ASSUMES THE ENTIRE COST OF ALL NECESSARY ADJUSTMENTS.

WE DISCLAIM ALL WARRANTIES OF TITLE OR WARRANTIES OF OUR RIGHT TO TRANSFER THE GOODS; ALL WARRANTIES THAT THE GOODS WILL BE FREE FROM SECURITY INTERESTS, LIENS, OR OTHER ENCUMBRANCES; AND ANY WARRANTY THAT THE BUYER'S POSSESSION OF THE GOODS WILL NOT BE DISTURBED.

WE MAKE NO WARRANTY THAT THE GOODS ARE OR WILL BE DELIVERED FREE OF ANY PERSON'S CLAIM OF PATENT, TRADEMARK OR SIMILAR INFRINGEMENT. THE BUYER ASSUMES ALL RISKS (INCLUDING THE RISK OF SUIT) THAT THE GOODS OR ANY USE OF THE GOODS WILL INFRINGE EXISTING OR SUBSEQUENTLY ISSUED PATENTS, TRADEMARKS, OR COPYRIGHTS.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. IN NO EVENT SHALL WE OR OUR AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS ("AFFILIATES") BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. THIS LIMITATION OF LIABILITY EXTENDS TO CLAIMS KNOWN AND UNKNOWN. DAMAGES THAT WE WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTED EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CLAIMS OF PERSONAL INJURY OR DEATH ON ACCOUNT OF USE OF THE PRODUCTS OR FAILURE OF YOU TO WARN AGAINST OR INSTRUCT ON, OR ADEQUATELY WARN AGAINST OR INSTRUCT ON, THE DANGERS OF THE PRODUCT WHETHER ALONE OR AS A PART OF AN END PRODUCT OR THE SAFE AND PROPER USE OF THE PRODUCT WHETHER ALONE OR AS A PART OF AN END PRODUCT; AND INJURY TO PROPERTY.

NONE OF OUR EMPLOYEES OR REPRESENTATIVES ARE AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT FROM WHICH THE CLAIM ARISES.

THIS LIMITATION OF WARRANTY AND ANY LIABILITIES FOUND IN THIS PARAGRAPH OR OTHERWISE FOUND IN THESE TERMS AND CONDITIONS, EXTENDS TO YOU, YOUR OFFICERS, DIRECTORS, SHAREHOLDERS, OPTION HOLDERS, ADMINISTRATORS, REPRESENTATIVES, EMPLOYEES, AGENTS, CUSTOMERS, SUCCESSORS, HEIRS, AND ASSIGNS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SPECIFICALLY DISCLAIM ANY LIABILITY OR WARRANTY FOR PRODUCTS MODIFIED, ALTERED, OR TREATED BY YOU OR RESOLD BY YOU, WHETHER ALONE OR AS PART OF END PRODUCT.

Questions regarding our warranty disclaimer should be directed to us via e-mail to info@cospheric.com or by regular mail to Cospheric LLC, PO Box 6762, Santa Barbara, CA 93160. These policies set forth your sole and exclusive rights with respect to warranties for products and services that you may purchase from us.

6. Option to Expand Liability

The Parties acknowledge that the price of Seller's products would be much greater if Seller undertook more extensive liability. If Buyer does not desire to release its claims or limit its remedies as provided by these Terms and Conditions, Buyer may request to pay additional charges which will be determined by mutual agreement between the Seller and Buyer. These charges will be based on the risk factors inherent in the purchase and use of the product. If the parties agree to an appropriate amount of additional charges, a separate agreement will govern the remedies available to Buyer thereunder. Nothing hereunder requires that Seller accept an offer by Buyer to pay additional charges under this provision.

7. Indemnification.

You, Buyer, shall indemnify, defend, and hold us, Seller, harmless along with our officers, directors, shareholders, employees, agents and representatives (collectively "Indemnitees"), against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorneys' fees, accounting fees, and expert witness fees) ("Losses"), incurred by Indemnitee, known or unknown, contingent or otherwise, directly or indirectly arising from or related to (a) your purchase or use of the products, whether such products were modified, altered, or treated by you, or resold by you, whether alone or as a part of end product; (b) any misrepresentations, or breach of any warranties or agreements, made by us in these Terms and Conditions; or (c) Buyer's acts or omissions with respect to any products sold by us to you, or with respect to any other matter or transaction between us or which arise out of your violation of any law.

This Indemnification provision extends to you, your officers, directors, shareholders, option holders, administrators, representatives, employees, agents, customers, successors, heirs, and assigns.

8. Return Policy

Our products have been tested in accordance with our published specifications and by purchasing the products, you agree that we have requested that you fully examine the goods, that we have offered to provide you with R&D quantities of the product to test in your unique applications, and you have either tested the products and found them satisfactory such that you have chosen to purchase the product or you have refused to test the product and nonetheless, chosen to purchase the product. Therefore our responsibility for defects relating to the products and services available from us is limited to the procedures described in this return policy:

The risk of loss or damage to goods will pass to you when the products are placed with a common carrier at the FOB point for delivery to you. Insurance against loss or damage to the product during shipment is your responsibility.

In the unlikely event that the wrong product was shipped, we may replace the product. You must notify us in writing, via e-mail to info@cospheric.com, within two days after delivery that the wrong goods have been delivered. We reserve the right to examine the alleged wrong goods prior to replacement and you agree to return the product within five days of the date of delivery. Your refusal or failure to provide the products for inspection or in a timely manner waives any remedy for which you may be eligible.

The remedy provided in this paragraph and our obligations, liabilities, and limits thereunder said remedy extends to you, your officers, directors, shareholders, option holders, administrators, representatives, employees, agents, customers, successors, heirs, and assigns.

These policies set forth your sole and exclusive rights with respect to return of products and services that you may purchase from us.

Questions regarding our return policy should be directed to us via e-mail to info@cospheric.com or by regular mail to Cospheric LLC, PO Box 6762, Santa Barbara, CA 93160.

9. Security Measures

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

If any unauthorized use of your credit card occurs as a result of your credit card purchase on our Site, notify your credit card provider immediately in accordance with its reporting rules and procedures. You must also notify us immediately of any unauthorized use of your credit card on our Site. Time is of the essence as we often ship accepted orders out on the same day.

You can always order by telephone. Call us at +1-805-687-3747. No matter how you place your order with us, we want you to have a comfortable buying experience.

10. Privacy and Customer Information

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your customer account information by following the instructions posted elsewhere on this Site. Here you may update your name, password, billing address, shipping address, e-mail address, telephone number, and credit card information.

11. Service and Support

Should you have any questions or concerns regarding technical service and support with respect to the products and services available through our Site, please contact us at +1-805-687-3747, info@cospheric.com, or by mail at *Cospheric, LLC, PO Box 6762, Santa Barbara, CA 93160*. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

Except as explicitly noted on this Site, the products and services available through this Site are offered by *Cospheric, LLC*, a Delaware corporation, located at *Cospheric, LLC, PO Box 6762, Santa Barbara, CA 93160*. Our telephone number is +1-805-687-3747. If you are a California resident, you may have this same information e-mailed to you by sending a letter to the foregoing address with your e-mail address and a request for this information.

12. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available from us arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

13. Entire Agreement and Other Documents

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto.

These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us.

To the extent that anything in or associated with this Site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

14. Governing Law and Statute of Limitations

These Terms and Conditions, the use of our Site, and/or the purchase of products and services from us are governed by the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof. By using this Site and/or purchasing products from us, each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Santa Barbara County and the United States District Court for the Central District of California with respect to such matters.

Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

We make no representation that the products and services available through our Site are appropriate or available for use in locations outside of the United States, and accessing them from territories where such products and services are illegal is prohibited. Those who choose to access our Site from other locations do so of their own initiative and are responsible for compliance with local laws.