

PurSolutions, LLC Terms and Conditions

As used below, the word “Service” includes all processing, testing, and handling of materials, products, and documentation performed on behalf of Buyer by PurSolutions, LLC.

Acceptance: Sale of any Service by PurSolutions, LLC (“Pur”) is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase Service or any direction to proceed with product procurement, testing, or shipment, will constitute assent to said terms and conditions and a representation that the Buyer is solvent. Any additional or different terms or conditions set forth in any such communication from the Buyer are hereby objected to by Pur, and will not be effective or binding unless assented to in writing signed by an authorized member/manager of Pur. If there is any inconsistency between this document and the terms of a purchase order, the terms and conditions of this document will prevail. All orders are subject to acceptance by Pur at its offices. The acceptance and fulfillment of orders and agreements by Pur are contingent upon and subject to accidents, breakdowns, strikes, sabotage, riots, insurrection, war, delays, interruptions in or failure of sources to supply materials and service, labor and transportation, acts of God, or other causes and conditions, whether of like or different nature, affecting Pur, and to orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed.

Payment: Payment in U.S. Dollars prior to shipment unless otherwise agreed. Payment in U.S. Dollars prior to start of manufacturing for custom orders unless otherwise agreed.

Returns, Cancellations, and Refunds: The customer’s satisfaction as well as product quality is of utmost importance to Pur. However, it is understood that situations will arise requiring orders to be returned, cancelled, or refunded. Pur’s philosophy is to treat the customer with fairness and respect. However, due to the perishable nature of biological materials, some items may not be returnable, which is at the discretion of Pur. Prior to shipping, orders of regularly stocked items may be cancelled at no charge. Custom orders cannot be cancelled after production has started. If a custom order needs to be cancelled, immediately contact the Pur team and Pur will do its best to reduce the cost which will be based on a pro-rated amount relative to the stage of production. Products should be inspected upon receipt by the customer. Pur must be notified within 7 days if there are any errors, damage, or any other issues with the products, otherwise the products shall be deemed accepted by the customer. A return authorization number must accompany any returned items, please contact Pur for that number prior to shipping. Customers who are returning items due to no fault of Pur will cover shipping costs and be charged a 20% restocking fee. Again, not all items will be returnable due to their biological nature. Items which have opened packages will not be accepted for return. If the items were returned in an open-package state they will be shipped back to the customer and the full cost of the item charged to the customer. Please contact the Pur team with any questions or concerns with our products, as we are always happy to help.

Shipping and Delivery Policy: All sales are made FCA at Pur’s shipping point (Incoterms 2018). Shipping and handling charges will be added to the quoted or on the checkout page for the products. Pur will bill actual shipping charges plus appropriate handling, insurance, and hazardous materials surcharges (where applicable). Delivery of the products to the carrier at Pur’s shipping point shall constitute Pur’s sole shipping obligation and the customer shall thereafter bear all risks of loss or damage in transit. Unless customer specifies mode of shipment, Pur will determine the method of shipment and choice of carrier. The customer may use their preferred carrier by contacting info@puresoluble.com before making the purchase.

Pur products generally ship Monday through Thursday. Pur does not ship on Friday due to the cryopreserved nature of some of our products. Typically, orders made before 2pm Eastern Time on stock products will ship out same day. Custom products will require a longer lead time, please contact info@puresoluble.com regarding custom orders. Cryopreserved products ship via standard overnight using Pur’s preferred carrier. Lyophilized products ship via two day shipping. Shipping and handling charges are determined by the weight and size of your items, temperature requirements, number of packages, and your delivery zip code. The final charge for shipping will appear at the end of your transaction.

Please note that all products must be opened and inspected at the time of delivery and the delivery receipt noted appropriately. PLEASE TAKE THE PRODUCT’S TEMPERATURE SENSITIVE REQUIREMENTS IN CONSIDERATION BEFORE INSPECTING! Customer has the right to refuse delivery if product has been damaged in transit. This allows Pur to pursue a carrier claim on your behalf for any freight/handling damages and assist with a repair or replacement. If products are accepted as good and the carrier released, all freight/handling damages become the responsibility of the customer and Pur will be unable to assist with replacement/repair or refund.

Taxes: Prices are stated in U.S. Dollars and do not include any federal, state, or local taxes, which are in addition to the purchase price and must be paid by the Buyer. All foreign duties and taxes are the responsibility of the Buyer. Unless Buyer furnishes Pur with a tax exemption certificate, Buyer will pay to Pur any tax on the Service or the Service’s use, however designated, levied or based by any taxing authority, whenever Pur must pay the tax for the Buyer according to applicable law.

DISCLAIMER OF WARRANTIES: PUR NEITHER MAKES NOR ASSUMES ANY WARRANTY, WHETHER STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY KNOWLEDGE, PROCESSING, PRODUCT OR PERFORMANCE OF SUCH PRODUCT WITH RESPECT TO THE SAFETY, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OR ANY OTHER WARRANTIES. PUR DOES NOT WARRANT THAT SUCH PRODUCT CONFORMS WITH ANY PLANS



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OR SPECIFICATIONS OF BUYER OR OTHERS OR MEETS ANY REQUIREMENTS OF ANY COUNTRY, FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR ORDINANCES PERTAINING TO SAFETY OR INSURANCE REQUIREMENTS, AND THERE IS NO OBLIGATION OF PUR AS TO CONFORMITY OF THE SERVICE.

Limitation of Pur's Liability: Buyer assumes all risks of product loss and damage at all times. Pur's liability, whether in contract, in tort (including gross negligence), under any warranty, or otherwise, is limited to a free replacement fill of same size and will not include replacement of materials, ingredients, components or testing. Under no circumstances will Pur be liable for special, indirect or consequential damages. The price stated for the Service is a consideration in limiting Pur liability. No action, regardless of form, arising out of the transactions under this agreement may be brought by buyer more than one year after the cause of action accrued.

Indemnification: Buyer shall indemnify and hold Pur harmless from and against all claims, causes of action, settlement cost, including reasonable attorney's fees, losses or liabilities of any kind asserted by third persons which arises out of or are attributable to the Buyer's use of the Materials.

Waiver: No claim or right arising out of a breach of this agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Setoff: Pur may setoff any amount due from buyer, whether or not under this agreement, against any amount, which may become due to buyer hereunder.

Assignment: Buyer may not assign its rights under this agreement or any interest therein with out Pur's prior written consent.

Controlling Law: If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, such mediation to be held in Davidson County, Tennessee. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and shall be conducted in Davidson County, Tennessee. The judgement of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.

Terms and Conditions Contact Information: At Pur, we periodically review our Terms and Conditions to ensure that we are compliant with current policies and regulations while providing the best possible service. This policy was updated and made effective on 25May18.