



Mock Products, Inc.
250 South Sample Blvd
P.O. Box 9999 Brea CA 92822-8000
United States



Healthcare Credit Memo

CREDIT MEMO NO: **2114701**
Date: 2024/02/07

Order Number: 43074666
Customer Number: 79163
DocOrigin Contact:
Contact Phone:
Customer PO: 19000331

BILL TO:

100 Some Street, (46009294)
Anytown, IL 60021

PO Date: 2024/08/19 (YYYY/MM/DD)
F.O.B:
Freight Terms: PREPAID AND ADD

SHIP TO:

Attn: PAULO SILVA (85760959)
100 Some Street,
Anytown, IL 60021

PAYMENT TERMS:

Due Date: 2024/02/07
Remit To: Mock Products, Inc. Dept. AB 1234
PALATINE IL 60055-0164 United States
Wire: ABA # 043000261 Acct # 1044460

ITEM	DESCRIPTION	PART NUMBER	QUANTITY SHIPPED	UNIT PRICE	VALUE	TAX RATE
	1.1 LAB EQUIP,SWAB MINI POLYESTER 3 INCHES Freight Terms: PREPAID AND ADD Contract: 58261US	A81407	5	192.85	-964.25	0
	2.1 AU480 Chemistry Analyzern Freight Terms: PREPAID AND ADD	AU480	1	1,500.00	-1,500.00	0
Net Amount -979.18		Shipping & Handling 0.00	Insurance	Other Charges .00	Subtotal 979.18	
			Tax % 0.00	Tax Amount 0.00	Total Amount USD -979.18	

Unless indicated otherwise, prices and warranty are valid only for shipment to end destination. Notwithstanding the shipping terms indicated, title and risk of loss or damage shall pass at the destination country point of entry. We certify that this invoice is true and correct in all particulars, and that the country of origin of the merchandise herein described is the United States of America unless otherwise noted. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

PRICES

The prices set forth on the face hereof

(i) are DocOrigin's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to DocOrigin's international prices,

(ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and

(iii) do not include warranty service or installation outside the United States. Clerical errors made by DocOrigin are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. DocOrigin may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by DocOrigin in funds bankable at par. All orders are accepted subject to and the obligation of DocOrigin to make deliveries is subject to the right in DocOrigin to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by DocOrigin or if Buyer is or becomes delinquent in the payment of any sum due DocOrigin (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then DocOrigin shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. "Buyer must notify DocOrigin within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to DocOrigin at 100 Some Street Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall cooperate with DocOrigin in the adjustment of all claims. Buyer agrees to permit DocOrigin or DocOrigin's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. DocOrigin's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by DocOrigin as liquidated damages; provided, however, that DocOrigin may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by DocOrigin.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and DocOrigin assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

DocOrigin shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at DocOrigin's expense) for the defense of same, and DocOrigin shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined. DocOrigin shall, at its own option and at its own expense, either

(1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of DocOrigin shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of DocOrigin or patent infringement by said product. If any suit or proceeding is brought against DocOrigin based on a claim that the goods manufactured by DocOrigin in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to DocOrigin shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, DocOrigin warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by DocOrigin. If DocOrigin's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with DocOrigin's operating instructions within such one year period. DocOrigin agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer. (a) components or accessories manufactured by DocOrigin which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by DocOrigin. A complete list of such components and accessories is maintained at the factory; (b) DocOrigin makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory DocOrigin will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty. (c) any product claimed to be defective must, if required by DocOrigin, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case DocOrigin will pay all transportation charges; (d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery; (e) DocOrigin may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference; (f) DocOrigin shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of DocOrigin. (g) DocOrigin shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect

(i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any

act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyers misuse or abuse of such instrument

(iii) was caused by moving or reinstallation of the instrument by anyone other than DocOrigin or

(iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT DocOrigin SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

CONTINGENCIES

DocOrigin shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of DocOrigin or DocOrigin's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the

SPECIAL WARRANTIES

IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT Eclipse Sample SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

Representations and warranties made by any person, including dealers and representatives of Eclipse Sample, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Eclipse Sample as set forth above), shall not be binding upon Eclipse Sample unless reduced to writing and approved by an expressly authorized representative of Eclipse Sample.