



Standard Terms & Conditions

Acceptance of Entire Agreement

None of the Standard Terms and Conditions of Sale herein may be added to, modified, superseded, or otherwise altered except by a written instrument, signed by an officer of Cortech.

Prices

Although it is Cortech's practice to provide as much advance notice as possible, prices, terms, and conditions are subject to change without notice. Unless otherwise specified by Cortech, prices are for the specific quantity stated and do not include taxes, charges for transportation, insurance, special packaging, or marking. Any such tax that Cortech is required by law to collect will be added to the invoice price. Prices for any undelivered goods or services may be increased by Cortech in the event of an increase in the cost to Cortech of supplies, raw materials, labor or services, or any cause beyond Cortech's control.

Delivery

All delivery dates are estimates and subject to change without the liability of Cortech. Unless otherwise specified, all shipping dates are based upon current availability of materials, present production schedules, and prompt receipt of necessary information. Cortech will not be liable for any damages, loss, fault, expense, or freight charge arising out of delays in shipment or other non-performance of this agreement caused by or imposed by (a) strikes, fires, disasters, riots, (b) acts of Buyer, (c) shortages of labor, fuel power, materials, supplies, transportation, or manufacturing facilities, (d) government action or agreement and/or extend any date upon which any performance is due.

Inspection

It is the responsibility of the Buyer to inspect all products upon delivery and to note any loss or damages incurred during transit on the delivery receipt. Unless the Buyer notifies Cortech of damages within (10) calendar days from the date of shipment, the order will be considered complete and Cortech will no longer assume any responsibility for the delivered goods.

Cancellations & Return of Goods

Cancellations must be requested by the Buyer and confirmed in writing by Cortech. No Goods shall be returned to Cortech (whether due to cancellation of a purchase order or for any other reason not the fault of the company) without prior written authorization. An inspection and restocking fee on all returned items may be required by Cortech. Any request to return Goods shall include, in addition to other information reasonably requested by Cortech, a full description of the Goods, the date of the purchase order and Cortech's invoice number.

Credit & Payment Terms

Unless otherwise agreed in writing by Cortech, payment terms shall be Net 30 days from the invoice date and must be paid by check, wire transfer, or via ACH. Late payments shall be subject to an interest charge of 1% per month, plus collection and attorney's fees. Cortech reserves the right to decline any order, in whole or part, if there is doubt as to Buyer's financial responsibility and Cortech shall not be liable for breach or non-performance in such event.

Limited Warranty

- a. Cortech warrants that, at the time of shipment, the products sold to the original purchaser will be free from defects in material and workmanship.
- b. If any defect appears within a product's warranty period, the purchaser must notify Cortech in writing immediately. Cortech reserves the right to inspect the goods claimed to be defective and has the right to determine the cause of the alleged defect(s). Cortech agrees, at its election, to repair, replace with the same or functionally equivalent goods, or issue a credit in the amount of the unit price for any goods which upon test and examination, do not comply with above warranty. No goods will be accepted for return or replacement without the written authorization of Cortech with a designated Return Authorization Number (RMA). Upon such authorization, and in accordance with instructions by Cortech, the goods will be returned shipping charges prepaid by Buyer pursuant to industry standards unless otherwise authorized.
- c. The warranty set forth above is inapplicable and excludes any defect, damage, or malfunction resulting from:
 - i. normal wear and tear, erosion, or corrosion
 - ii. misuse, negligence, improper handling, storage, or operation of the goods or any component by Buyer or its representative
 - iii. furnishing or repair service provided by Buyer or third parties
 - iv. failure by Buyer to follow installation instructions
 - v. failure of parts or components not manufactured by Buyer