

SALES TERMS AND CONDITIONS

These Sales Terms and Conditions apply to the purchase of products from AquaMedix, LLC (“AquaMedix”). The Purchaser accepts these Terms by signing and returning an AquaMedix quotation, by sending a purchase order, or by instructing AquaMedix via email or phone to ship products.

Requirements

Requirements for additional certification, special packaging, and/or changes to standard labeling, etc., must be documented in complete detail at time of order placement. AquaMedix must acknowledge, with written confirmation, that requirements are acceptable.

Payment

Purchaser will pay all invoiced amounts within thirty (30) days following the invoice date. Unpaid invoices over 30 days will accrue interest at a rate equal to one and one-half percent (1.5%) per month. If agreed to in advance, credit card payments may be accepted at the time of purchase in lieu of an account application approval.

FOB Point

All products are shipped FOB factory (Minneapolis, Minnesota) unless specifically quoted otherwise. Buyers have an option to pay for shipping billed to their own carrier account and are encouraged to purchase insurance if appropriate. Otherwise, buyers will be charged for the carrier expense at our cost with a small handling charge.

Inspection

Purchaser shall inspect the product and notify AquaMedix in writing regarding any discrepancy on the order within five business days of receipt.

Returned Goods

Call us at (952) 479-0636 or email us at info@aquamedix.net. If it is determined that it is necessary to return the product, a Return Merchandise Authorization (RMA) number will be issued. Products returned without an RMA Number will be refused. Repackage the product in the original carton, or equivalent, using appropriate packing materials to protect the product from damage during transit. Before sealing the carton, be sure to include a copy of the original sales receipt along with a note describing the reason for the return. Include the return shipping address and the RMA number in the address and on the outside of the carton.

RMA numbers must be requested within 30 days of the invoice date. Only new and resalable items with a copy of the invoice and a (RMA) will be accepted. Refunds will be processed based on inspection and acceptance by AquaMedix. AquaMedix reserves the right to assess a 25% restocking charge. Returned merchandise is to be returned freight prepaid. Non-stock items are not returnable.

Over / Under Shipments

For items that are not stock standard, we reserve the right to over-ship 10% or under-ship 10%, unless otherwise negotiated.

Limited Warranty

AquaMedix warrants CleanSpray® and Baclyser products to be free of defects in material and workmanship for a period of twelve months from the date of delivery to the Purchaser. Purchaser is responsible for determining suitability of function. AquaMedix limits our liability to replacement of defective product, or when necessary, refund of the purchase price and freight costs related to shipment of our product to our customer. Damages exceeding the cost of product and freight are excluded, whether consequential or otherwise, and regardless of cause. A complete copy of the AquaMedix Limited Warranty is available upon request.

Force Majeure

AquaMedix shall be excused from performing any of its obligations under this Agreement with are prevented or delayed by and occurrence not within the reasonable control of AquaMedix, including but not limited to, accidents, acts of God, fire, strikes or explosions, whether such cause exists at the date of the order or not.

Contact Information

Here is our contact information for all matters related to the Website or these Terms:

AquaMedix, LLC
7169 Shady Oak Road
Eden Prairie, MN 55344
info@aquamedix.net

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