



Retail Agreement

TERMS AND CONDITIONS

The Retailer agrees to promote, market, and sell Hanna's products to the best of its ability. Hanna will allow the Retailer to purchase Hanna's products for sale, and upon request and as available, Hanna will provide the Retailer with appropriate training, literature, promotional materials and after-sales support.

Ordering & Pricing

There is no minimum order requirement. Hanna reserves the right to change products and prices at any time. Retailer may request a price list at any time.

Freight

All shipments are F.O.B. destination. Shipments will be made by best service carrier or under special terms as requested by the Retailer, who assumes any additional cost.

Payment Terms

Retailer may purchase products using Visa, MasterCard, Discover, American Express, or Paypal. Payment is due at the time that the order is placed. Product prices are shown on Hanna's website less discount, and all prices are subject to change without notice.

Prices list can also be provided upon request.

Taxes

The parties agree that payment of any taxes levied on Hanna's products purchased or sold by Retailer (other than taxes based on Hanna's income) shall be the Retailer's responsibility (including, without limitation, federal, state, local, sales, use, or similar taxes), and Retailer shall report and pay such taxes to the appropriate taxing authority as required by law.

Resale Authorization

The Retailer must provide an official State Resale Tax Exemption Certificate issued specifically to Hanna. Should the state not provide such a certificate, a substitute may be obtained from Hanna Instruments. See Attachment

Limited Warranty

Hanna Instruments warrants each product it sells to be free from defects in material and workmanship under normal use and service. See Warranty Policy document for full details. All warranted items may be returned for repair or replacement only, at the discretion of Hanna.

Product Returns

Purchased merchandise cannot be returned for credit or exchange unless prior authorization is obtained from Hanna. A restocking fee of 25% will be charged. All returns, including credits, exchanges, and warranty or non-warranty repairs must be accompanied by a Return Goods Authorization (RGA) issued by Hanna.

Termination

This Agreement may be terminated by either party at any time and for any reason upon giving thirty (30) days prior written notice to the other party.





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Limitations on Retailer's Sale of Products

- Retailer will not sell Hanna's Products to any third party whom Retailer knows or suspects intends to resell them. Products purchased by Retailer from Hanna are to be sold to consumers.
- Retailer will not market or sell products through Internet auction or retail websites other than its own.
- Retailer is prohibited from advertising the product beneath Hanna's list price as found on the Hanna website unless written permission is obtained by the manufacturer, or a promotional program is offered by Hanna.
- Retailer agrees to promote Hanna Products using commercially reasonable efforts.
- Retailer will not sell Hanna products outside of the United States or resell to entities who ship Hanna products outside of the country.

Other

Any violation of the Limitations on Retailer's Sale of Products will result in the termination of the retail agreement without waiving whatever rights Hanna might have to seek damages, restitution, and/or in-junctive relief.

This Agreement will be governed by the laws of the State of Rhode Island and Providence Plantations. Solely for any disputes related to this Agreement, the Parties consent to the jurisdiction of any state and/or federal court within the State of Rhode Island.

The Parties agree that neither the waiver by any Party of a breach of or default under any of the provisions of this Agreement, nor the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.