

Terms and Conditions of Sale

Ordering and Payment

Payment Terms

Under this agreement, the payment processing services for goods and/or services purchased on this website may be provided by Immunotec and/or one of Immunotec subsidiaries, depending on the payment method selected and the type of currency used for the purchase of the goods and/or services.

If you are purchasing in Spain the transaction will be carried out in Euros by:

Immunotec Research España, S.L.U.

Paseo de la Castellana 43, 28046-Madrid

infoeurope@immunotec.com

CIF: B88487657

These terms are an agreement between you and that subsidiary. Certain transaction fees may be applicable, depending on the payment method selected or the Credit Card issuer, and are at the responsibility of the Credit Card Holder. Goods and/or services will be delivered by Immunotec Research España S.L.U. directly.

SECURITY: This website uses security system techniques generally accepted in the industry, such as firewalls, access control procedures, and cryptographic measures, in order to avoid unauthorized access. To that end, user/customer grants Access to the provider to his personal data to be able to authenticate access control.

Access to this website is restricted to 18 years old customers and users.

AutoShip Customers

Both you and your Customers win when you promote the Customer AutoShip program. They benefit by having their monthly order delivered directly to their door, and you are freed from monthly follow-up and deliveries. With a simple purchase process and discounted pricing, the Customer AutoShip program is the best choice for you and your Customers.

General Ordering Policies

Immunotec encourages its Independent Consultants to use the web for routine ordering; it saves time, is convenient, and is available 24/7.

Immunotec will attempt to contact Independent Consultants whose payments have been incorrectly processed. If an alternative payment method cannot be arranged before the commission period has closed, the order will be cancelled.

Orders that are not paid in full are not accepted. Orders for products and sales aids may be combined, and there are no minimum order requirements.

Shipping and Back-Order Policies

Your in-stock order will be shipped within two to five business days of its receipt by Immunotec if it has been paid in full. Out-of-stock items Will be placed on back-order and shipped as soon as additional inventories are received. Independent Consultants and Customers will be notified if back-ordered items are not expected to ship within 30 days and an estimated shipping date will be provided. Back-ordered items can be cancelled upon request and replacement merchandise will be sent, or a refund or credit issued.

Confirmation of Order

Be sure to check your order upon receipt. Any shipping discrepancies or damage must be reported to Immunotec within 15 working days.

Sufficient Funds

Immunotec is not obliged to contact you regarding orders that are cancelled due to insufficient funds or credit, so please be sure that there are sufficient funds or credit available to cover any orders. A cancelled order may result in a failure to meet your Personal Volume requirements for the month.

Credit Card Information

Changes to credit card information (including expiration date) must be received five days before a shipment is to be sent.

Immunotec's Satisfaction Guarantee and Return Policy

Immunotec offers a 30-day, 100% money-back guarantee to both its AutoShip Customer and Retail Customers.

This policy will not apply to Independent consultants provided that they are not consumers accordingly with Royal Decree 1/2007, of November 16th, containing updated text of General Act for Defence of consumers and users and other related acts. Consultants rights are protected by their distribution agreement and compensation plan and rules applying to distributors.

Cooling-off

AutoShip Customers and Retail Customers, who purchase directly through Immunotec, have a cooling-off period, 100% money-back guarantee, from the date of purchase accordingly with articles 102 and following articles of Royal Decree 1/2007, of November 16th, containing updated text of General Act for Defence of consumers and users and other related acts. To that end products must be returned within the prescribed period and with original package sealed.

Cooling-off period will be of 14 business days from the date they received the product.

Refunds will be issued within 14 business days of the date of notification of the cooling-off, and refund can be retained until receipt of the product by Immunotec.

We attach as Annex 1, cooling-off form.

Return shipping costs will be paid by the consumer.

Independent consultants must inform their customers about the cooling-off period and must provide them with the above-mentioned form.

Cooling-off period will not apply to Independent consultants provided that they are not consumers accordingly with Royal Decree 1/2007, of November 16th, containing updated text of General Act for Defence of consumers and users and other related acts. Consultants rights are protected by their distribution agreement and compensation plan and rules applying to distributors.

AutoShip Customer and Retail Customer Return Policy

AutoShip Customers and Retail Customers, who purchase directly through Immunotec, have a 30-day, 100% money-back guarantee, from the date of purchase, less shipping and handling costs. Products that are returned in saleable condition after 30 days from the date of purchase will be refunded at 90% less shipping and handling costs up to 90 days after the purchase date.

Products are considered re-saleable if they are unused, unopened and have not surpassed the expiration date. Any products that are not considered to be in re-saleable condition will not be accepted for a refund and Immunotec will notify Customer of such non-acceptance. The Customer will then have the option of having the product(s) returned to them, at their own cost. Should the Customer not notify Immunotec, in writing, within ten days of Immunotec's notice of non-acceptance that he wishes to have the products returned to him or her, Immunotec will dispose of the products without any liability or compensation to the Customer.

Refunds will be issued within 15 business days of the date of return and acceptance by Immunotec.

This policy will not apply to Independent consultants provided that they are not consumers accordingly with Royal Decree 1/2007, of November 16th, containing updated text of General Act for Defence of consumers and users and other related acts. Consultants rights are protected by their distribution agreement and compensation plan and rules applying to distributors.

Retail Customer Return Policy Through Immunotec Independent Consultants

Immunotec's Retail Customer Guarantee is offered through its Independent Consultants and every Independent Consultant is bound to honour it.

Consultant Return Policy

Consultants have a 10-day 100% money-back guarantee from the date of purchase, less shipping and handling costs and a 90% money-back guarantee, less shipping and handling costs, for up to 3 months after the date of purchase on merchandise in resalable condition.

Consultants must obtain a Return Authorization (RA) Number from Immunotec's Customer Service Department before returning any products.

Refunds are issued once the condition of the returned goods is determined. Credits will be made by the same method of payment used when the order was placed.

To obtain a (RA) number, the Consultant must contact Immunotec's Customer Service Department and provide the sale order(s), and lot number(s) for all products being returned.

Each item that is being returned to Immunotec must include a clearly visible RA number. The Consultant will receive a refund once Immunotec has received the product(s) and has verified their condition. All credits will be made by the same method of payment as was used for the original order.

Items that are returned to Immunotec without a clearly visible RA number will be refused. Any costs incurred will be the responsibility of the Consultant. Products are considered re-saleable if they are unused, unopened and have not surpassed the expiration date. Any products that are not considered to be in re-saleable condition will not be accepted for a refund and Immunotec will notify Consultant of such non-acceptance. The Consultant will then have the option of having the product(s) returned to them, at their own cost. Should the Consultant not notify Immunotec, in writing, within ten days of Immunotec's notice of non-acceptance that he wishes to have the products returned to him or her, Immunotec will dispose of the products without any liability or compensation to the Consultant.

Refunds will be issued within 15 business days of the date of return and acceptance by Immunotec.

Return of Product and Sales Aids upon Cancellation of Agreement or Distributorship

In case of termination of the distribution agreement, the Independent Consultant has the right within a period of fourteen (14) days, to return any goods purchased and which remain unsold provided that such unsold goods are in the condition in which they were in at the time of purchase, and to require Immunotec to refund an amount equal to ninety per cent (90%) of any monies paid in respect of such goods less shipping and handling fees within 90 days from purchase date.

Shipping and handling fees will be paid by Immunotec if the agreement is terminated by Immunotec for any reason other than breach of Distribution agreement or Compensation plan.

Products are considered re-saleable if they are unused, unopened and have not surpassed the expiration date. Any products that are not considered to be in re-saleable condition will not be accepted for a refund and Immunotec will notify Consultant of such non-acceptance. The Consultant will then have the option of having the product(s) returned to them, at their own cost. Should the Consultant not notify Immunotec, in writing, within ten days of Immunotec's notice of non-acceptance that he wishes to have the products returned to him or her, Immunotec will dispose of the products without any liability or compensation to the Consultant.

Commission and Bonus Reversals

Bonus and commission payments are based on the sale of products to end-users. If a product is returned to the Company, the commissions earned on that product will be deducted from the next commission payment. The deduction will occur in the month that the refund is given and will continue until all commissions have been recovered. Should the distributorship be terminated for any reason, any unrecovered balance will be deducted from any amount owed to the Independent Consultant.

The Independent Consultant understands and agrees that bonuses or commissions paid to the Independent Consultant on products returned by or services refunded to Independent Consultants in his Downline, within the

preceding one hundred and twenty (120) days shall be repayable by the Independent Consultant and may be deducted from his account with Immunotec at any time where an Independent Consultant in his team terminates his/her Agreement or it is terminated by Immunotec and Immunotec refunds the price paid for goods in accordance with Immunotec's Business Guide.

Product Purchases

When you purchase items through the Site, you are responsible for providing a valid credit card number with available credit at the time of purchase. You represent and warrant that you are an authorized user of any such credit card. You are responsible for payment of any applicable VAT. Applicable VAT and shipping and handling charges will be included in the purchase.

Submissions and Privacy

Immunotec Research España S.L.U. informs that all personal data are treated accordingly with data protection acts in force, namely Regulation (UE) 2016/679 of the European Parliament and Council date don April 27th, 2016 and Organic Law 3/2018, of December 5th, on Personal Data Protection and digital rights warranty.

Any material, information or ideas you transmit to or post on the Site by any means will be treated as nonconfidential and non-proprietary, and may be disseminated or used by Immunotec for any purpose whatsoever, including, but not limited to, reproduction, transmission, publication, broadcast, posting, developing, manufacturing and marketing products. Notwithstanding the foregoing, all personal data provided to Immunotec will be handled in accordance with the Immunotec Privacy Policy. Immunotec has no responsibility to respond to messages posted at the Site. Furthermore, posting or transmittal of any unlawful, threatening, libellous, defamatory, scandalous, inflammatory obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violation of any law is strictly prohibited.

Disclaimer

THE CONTENT, INFORMATION, MATERIALS AND SERVICES OFFERED THROUGH THE SITE ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OR GUARANTEE OF ACCURACY, ADEQUACY, COMPLETENESS, CONFORMITY OF THIS INFORMATION AND/OR MATERIALS, OR THAT THE SAME IS ERROR FREE. IMMUNOTEC IS IN NO WAY RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY ERRORS OR OMISSIONS THAT MAY BE PRESENT IN THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IMMUNOTEC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FINALLY, IMMUNOTEC IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, INFORMATION OR PROFITS ARISING OUT OF THE USE OF THE SITE.

In addition, Immunotec does not warrant, guarantee or make any representations regarding the security of accounts, or that this website is free from destructive materials, including but not limited to computer viruses, hackers, or other technical sabotage, nor does it warrant, guarantee or make any representations that access to

this website will be fully accessible at all times, uninterrupted, or error-free.

Limitation of Liability

IN NO EVENT WILL IMMUNOTEC BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST OR MISDIRECTED ORDERS, LOST PROFITS, LOST REGISTRATIONS, LOST GOODWILL, OR LOST OR STOLEN PROGRAMS OR OTHER DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH (1) USE OF OR THE INABILITY TO USE THE SITE BY ANY PARTY; OR (2) ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; OR (3) LINE OR SYSTEM FAILURE OR THE INTRODUCTION OF A COMPUTER VIRUS, OR OTHER TECHNICAL SABOTAGE; OR (4) MISUSE OF ANY PRODUCTS OFFERED THROUGH THE SITE, EVEN IF IMMUNOTEC, ITS EMPLOYEES OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES.

Miscellaneous

These Terms shall be governed by the laws of Spain without regard to its conflicts of laws principles. You agree that any lawsuit arising out of or relating to these Terms (including non-contractual disputes or claims) shall be filed only in the courts located in Spain and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such lawsuit.

In the event that any provision(s) contained in these Terms is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if the invalid or unenforceable term(s) or provision(s) had never existed. Immunotec's failure to insist upon or enforce strict performance of any term(s) or provision(s) contained herein shall not be construed as a waiver of any term, provision or right.

Immunotec reserves the right to correct any inaccuracies or typographical errors in the information posted to the Site and shall have no liability for such errors. Prices and availability of goods and services is subject to change without notice.

Your Concerns

If you have any concerns about material which appears on our site, please contact us at:
infoeurope@immunotec.com.

Cooling-off form

(You must fill in and submit this form if you are applying to desist from your purchase.)

– To the attention of:

Immunotec Research España S.L.U.
Paseo de la Castellana 43, 28046-Madrid
infoeurope@immunotec.com

– By means of this form I/We (*) inform you of my/our (*) decision to desist from my/our (*) purchase agreement relating to the following good/service (*)

– Order received on:

– Name of the customer/customers:

– Customer/customers address (es):

– Customer/customers signature (s):
(if the form is printed and submitted only)

– Date:

(*) Cross line what does not apply