

Terms and Conditions of Use

Use or purchase or lease of Smart Shipper products constitutes acceptance of the following.

Warranties - Smart Shipper warrants that the Smart Shipper containers have been constructed in accordance with specifications to allow the shipment and storage of products within certain temperature ranges. However, since Smart Shipper is not responsible for the packing, sealing and/or shipping of its containers, it cannot guarantee the performance of its containers.

Customer's Obligations

- A. Customer shall be solely responsible for determining that the containers meet its performance requirements and other criteria.
- B. Customer shall be responsible for all shipping charges in connection with its use of the containers.
- C. Customer shall be responsible for cleaning and maintaining the containers in compliance with all applicable regulations.
- D. Customer shall use the containers in conformance with all instructions and specifications of Smart Shipper provided to Customer in writing.
- E. Customer shall not tamper with or disassemble the container or its components.
- F. Customer shall be responsible for any and all liability related to the use of the containers, including but not limited to biohazard claims.

Return Procedure - In the event, during the warranty period, a customer believes a container is defective in manufacture or has failed to maintain the required temperature range for reasons unrelated to the packing, sealing and/or shipping of the container, customer shall follow the following procedure to seek replacement of the container.

- A. Notify Smart Shipper of the problem and obtain prior approval from Smart Shipper for the return of the container.
- B. Return the container to Smart Shipper consistent with instructions provided by Smart Shipper.
- C. Allow a reasonable time for Smart Shipper to review and evaluate the container. In the event Smart Shipper determines that the container is defective, it will provide a replacement container.

Indemnification - Customer shall defend and indemnify Smart Shipper (and its officers, directors, employees and agents) from any and all claims of any kind asserted by any third party that relate in any way to the use of the containers.