



# Terms & Conditions

These are the **Terms & Conditions** for Ocean Insight, formerly Ocean Optics, variously described as “Ocean Optics, Inc., doing business as Ocean Insight,” and in Europe, “Ocean Insight, A Brand of Ocean Optics BV.”

For all activities of **Ocean Insight, A Brand of Ocean Optics BV**, the General Terms of Delivery from FHI (fhi.nl), federation of (Dutch) technology branches, are applied (filed at Utrecht District Court on December 22, 1998, number 429/1998; and the Chamber of Commerce and Producers for Eemland in Amersfoort, Netherlands, on November 29, 1998).

Ocean Insight reserves the right to alter or terminate these Terms & Conditions at any time.



## PRICING AND PAYMENT

All prices are subject to change without notice.

Unless otherwise stated, sales are based in U.S. dollars for the Americas, Asia and Australia; and in euro (EUR) currency for Europe, Middle East and Africa. Details regarding taxes, duties and similar obligations vary by location and are listed in the **Taxes and Duties** section.

Payment terms are Net 30 days from the date of invoice. For payment by credit card, use Visa, MasterCard or American Express.



## SHIPPING TERMS

Depending on the shipping location, shipping terms are Ex Works\* (EXW), Orlando, Florida, USA or Ostfildern, Germany.

\* As defined by the International Chamber of Commerce (iccwbo.org), “Ex Works” means that the seller delivers when it places the goods at the disposal of the buyer at the seller’s premises or at another named place (i.e., works, factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.



## TAXES AND DUTIES

Taxes and duties, where applicable, will vary by location:

### Sales Delivered or Sourced to Washington State, USA

Sales or use tax is due on certain purchases delivered or sourced to Washington. Washington requires you to file a use tax return when sales tax is not paid at the time of purchase. This message is required under the Revised Code of Washington 82.13.020(2)(a)(i).

### Sales Delivered to Customers in the United Kingdom

Customers in the UK have two options to quote their requests for goods and services: Delivered Duty Paid (DDP) or Ex Works (EXW).

- DDP shipments to the UK will include a 20% VAT, with the Ocean Insight invoice issued on UK letterhead. Ocean Insight shipments are consigned to Ocean Insight UK for forwarding, which requires Ocean Insight to collect VAT. This option also applies to all UK online orders.
- EXW shipments to the UK will include an export invoice using the Ocean Insight German VAT number, which will remove the requirement to have VAT on the invoice. This option is not available for online orders.



## ORDER CHANGES, CANCELLATIONS and RETURN POLICIES

- Please check your order for accuracy. Changes requested after 24 hours may incur change fees.
- The buyer may return all **standard Ocean Insight** manufactured items up to 30 days from the date of shipment for a refund or credit and **will incur a 25% restocking fee.**
- For **light source** returns, the customer **will incur a charge for bulb replacement** and the **25% restocking fee.**
- Any **custom-configured** products or **resold items** may be returned up to 30 days from the date of shipment for a refund or credit and **will incur a 50% restocking fee.**
- All software sales are final.
- Do not return any item(s) without prior authorization from an Ocean Insight Customer Service Representative. Use the convenient **Support/RMA Request Form** at [OceanInsight.com](https://www.oceaninsight.com) to get started.



## WARRANTY

Unless otherwise stated, Ocean Insight spectrometers, light sources and sampling accessories carry a **3-Year Warranty** from defects in materials and workmanship, commencing from the date of purchase. For complete details, search “Warranty” at [OceanInsight.com](http://OceanInsight.com).



## TRADE RESTRICTIONS

Ocean Insight does not directly or indirectly sell any products to, nor provide information or services to, individuals or organizations located in or representing restricted or **Sanctioned Parties**, including but not limited to the Consolidated List of Financial Sanctions Targets in the United Kingdom maintained by HM Treasury, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission, and the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Office of Foreign Assets Control.

**Trade Restrictions** means any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licenses, orders, or requirements including, without limitation those of the U.N., UK, U.S., and the EU. Also, the Customer shall comply with all local and national laws, and applicable taxation laws, in the territories in which it operates.

Additional information on trade restrictions and compliance are available from your Ocean Insight representative.

**Note: Terms and Conditions are subject to change.  
Please visit [OceanInsight.com](http://OceanInsight.com) for the latest updates.**



**APPLIED  
SPECTRAL  
KNOWLEDGE**

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