Great Lakes NeuroTechnologies Inc. Device Terms & Conditions

Updated September 17, 2020

Great Lakes NeuroTechnologies is the sole provider and manufacturer of BioRadio™ and Kinesia™ technology.
All products and pricing information are subject to change without notice. Prices are FOB – Cleveland, Ohio USA.

Prices may not include shipping, taxes or duties. These costs are the responsibility of the customer. Orders outside the U.S. may be subject to duties and additional taxes which are charged once the package reaches your country. Great Lakes NeuroTechnologies does not collect such duties and taxes and cannot predict what your charges may be. If you do incur these additional charges, you may be presented for an invoice for which you are responsible.

Please indicate your tax status on your PO. If exempt, please provide a copy of your exemption certificate.

For all international orders, prices are net US dollars; payment must be made in advance via credit card or bank wire transfer.

Prices, specifications, terms and conditions are subject to change at any time without notice. Contact your sales representative for more information. For the most up-to-date information and versions of our terms and conditions and privacy policy, please visit our website:
https://www.glneurotech.com/
https://www.glneurotech.com/terms-and-conditions/
https://www.glneurotech.com/privacy-policy/
https://www.glneurotech.com/site-terms-of-use/

Caution: Federal law restricts the Kinesia product line to sale by or on the order of a licensed healthcare practitioner (Rx only).

The BioRadio is designed for research and education only. The BioRadio is not cleared as a medical device and is not intended to treat, monitor, or diagnose any disease.

IMPORTANT: BY USING YOUR GREAT LAKES NEUROTECHNOLOGIES INC. (GLNT) DEVICE OR SERVICES YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS:
A. END USER LICENSE AGREEMENT
B. NOTICES FROM GLNT
C. TERMS AND CONDITIONS

For more information regarding the End User License Agreement and Notices from GLNT, please visit our website.
Terms and Conditions

QUOTATIONS: All quotations, unless otherwise specified, are for acceptance within thirty (30) days. Modifications, changes, additions, suspensions or cancellations will not be binding upon GREAT LAKES NEUROTECHNOLOGIES unless authorized and accepted by GREAT LAKES NEUROTECHNOLOGIES in writing with terms that will reimburse GREAT LAKES NEUROTECHNOLOGIES against loss. All orders, quotations and prices, verbal or otherwise, are subject to GREAT LAKES NEUROTECHNOLOGIES's approval.

PRICES: The prices for goods and services stated in this Quotation are FOB Cleveland, OH, in U.S. dollars (US$), subject to change without notice. Prices may not include applicable taxes, duties or any other charges. GREAT LAKES NEUROTECHNOLOGIES reserves the right to invoice at prices prevailing at time of shipment when delivery is delayed by PURCHASER. Payment term is Pre-paid unless otherwise mentioned in the quotation. Net 30 payments require prior credit approval (check with Great Lakes Neuro-Technologies for credit application).

CANCELLATIONS: No orders are accepted based on an understanding that they can be canceled or decreased later without charge. A request for holdup after production has been scheduled must be treated the same as a cancellation. Cancellation charges are to include raw material on hand and on order, manufacturing costs, engineering expenses, selling expenses, and reasonable profit, depending upon the degree of completion, such charges shall be paid promptly after invoicing.

DELAYS and DAMAGES: GREAT LAKES NEUROTECHNOLOGIES shall in no event be liable for any delay due directly or indirectly to: 1) PURCHASER’s delay in failing to supply approvals, information, material or services which the PURCHASER has agreed to supply; 2) Causes beyond the control of GREAT LAKES NEUROTECHNOLOGIES, including but not restricted to, acts of God; acts of public enemy; acts of the PURCHASER, its agents, employees, sub-contractors, or suppliers; 3) Fires, floods, strikes and freight embargoes; 4) unusually severe weather conditions; 5) Defaults of GREAT LAKES NEUROTECHNOLOGIES’s subcontractors or suppliers due to any such causes as listed above. Note: The delivery schedule shall be considered extended by a period of time proportional to the time lost because of any such excusable delay.

DELIVERY SCHEDULE: All production schedules applying to the PURCHASER’s order and acknowledged by GREAT LAKES NEUROTECHNOLOGIES, shall be firm in keeping with the current plant capacity, material availability and tooling. Any schedule changes and releases must be received sixty days in advance of scheduled delivery dates or be subject to charges resulting from factory delays or factory reschedule expense. Unless otherwise specified quotations are based on delivery F.O.B. GREAT LAKES NEUROTECHNOLOGIES’s factory and delivery to carrier shall constitute delivery to PURCHASER. Risk of loss or damage to products sold shall be borne by PURCHASER who shall be responsible for filing any necessary claims against carrier.

PACKING & SHIPPING: Prices normally include GREAT LAKES NEUROTECHNOLOGIES’s standard domestic packing. Packing expenses for overseas shipment, or for other purposes, requested by PURCHASER, will be paid by PURCHASER and charged as a separate item. Shipping costs are not included in the standard product pricing and are paid by the PURCHASER. Domestic shipping costs will be included in the quote as a separate line item. At the request of PURCHASER, international pricing can also be included in the quote.

CLAIMS AND REJECTIONS: No product is returnable except with GREAT LAKES NEUROTECHNOLOGIES’s permission in writing. Before returning product, PURCHASER shall communicate with the factory for
proper instructions. All returns are F.O.B. GREAT LAKES NEUROTECHNOLOGIES’s factory. Corrections shall be returned to the PURCHASER freight charges COLLECT. To reject product as defective, PURCHASER must notify GREAT LAKES NEUROTECHNOLOGIES in writing within 30 days from receipt of material. GREAT LAKES NEUROTECHNOLOGIES shall then have the option of inspection at the PURCHASER’s location or GREAT LAKES NEUROTECHNOLOGIES’s plant, before allowing or rejecting claims. Defects that do not impair service shall not be a cause of rejection. GREAT LAKES NEUROTECHNOLOGIES shall have the right to replace any material agreed upon as not complying with PURCHASER’s order and sufficient time shall be allowed GREAT LAKES NEUROTECHNOLOGIES for its replacement. No claim will be allowed for material or product damaged by improper installation or damaged in transit by the Carrier. PURCHASER must file all claims resulting from Carrier’s damage in transit with the Carrier or Carrier’s agent. Expenses incurred in connection with claims for which GREAT LAKES NEUROTECHNOLOGIES is not liable may be charged to the PURCHASER. GREAT LAKES NEUROTECHNOLOGIES will not be responsible for any work done to correct errors or defects unless such work is authorized in writing by GREAT LAKES NEUROTECHNOLOGIES.

ENGINEERING SERVICES AND PROPRIETARY RIGHTS: GREAT LAKES NEUROTECHNOLOGIES will furnish upon request data and suggestions relating to the application or uses of GREAT LAKES NEUROTECHNOLOGIES’s products, processes or systems, domestically or internationally; however GREAT LAKES NEUROTECHNOLOGIES will not be responsible for the failure of such suggestions after their adoption or use in whole or in part by PURCHASER. Where extended tests must be made or special development, service or support work undertaken, it may be necessary to make a charge but such charge shall be agreed upon by PURCHASER and GREAT LAKES NEUROTECHNOLOGIES before work is started. All non-standard drawings, schematics, etc., requested by PURCHASER will be subject to charge by GREAT LAKES NEUROTECHNOLOGIES and shall not be considered a “work for hire”. The title to any and all intellectual property rights including but not limited patents, trademarks, copy rights and trade secrets in connection with all products and services provided or made by GREAT LAKES NEUROTECHNOLOGIES under this quote including but limited to materials, processes, formulas, ideas, concepts, drawings, patterns, tools, jigs, and fixtures, etc. shall remain the property of GREAT LAKES NEUROTECHNOLOGIES. Drawings, schematics, technical information, etc., hereinafter provided and or divulged are to be used in confidence only and may not be reproduced or used to manufacture anything shown or referred to without direct written permission by GREAT LAKES NEUROTECHNOLOGIES. Due to various international regulations, Great Lakes NeuroTechnologies does not guarantee the proper operation or radio certification of its wireless devices in all international countries.

Any data produced through the use of GREAT LAKES NEUROTECHNOLOGIES’ products and/or services may ONLY be used for clinical testing of the effectiveness and efficacy of PURCHASER’s own products and/or services or to perform non-commercial research, whether by use of PURCHASER or any third party under contract with PURCHASER. Any data, and all rights thereto, for or related to titration and/or adjustment of medical or pharmaceutical products and/or services with GREAT LAKES NEUROTECHNOLOGIES products or services is the sole property of GREAT LAKES NEUROTECHNOLOGIES. No license is granted, or deemed to be granted, to the PURCHASER or such third party under GREAT LAKES NEUROTECHNOLOGIES’ intellectual property rights for the titration or adjustment of medical or pharmaceutical therapies with GREAT LAKES NEUROTECHNOLOGIES products or services. If such titration and/or adjustment data is collected, inadvertently or otherwise, then PURCHASER and/or such third party agrees to assign all rights in intellectual property developed related to such data to GREAT LAKES NEUROTECHNOLOGIES.

WARRANTY: GREAT LAKES NEUROTECHNOLOGIES warrants the products delivered hereunder: 1) To be free from defects in material and workmanship under normal use and service; and 2) To meet applicable specifications and description at time of delivery to PURCHASER. The obligation of GREAT LAKES NEU-
ROTECHNOLOGIES under this warranty is limited to the repair, re-work or replacement, at GREAT LAKES NEUROTECHNOLOGIES’s option of any non-conforming product, part or component thereof, which within one (1) year from date of delivery is examined by GREAT LAKES NEUROTECHNOLOGIES and discloses to GREAT LAKES NEUROTECHNOLOGIES’s satisfaction to have been non-conforming or defective. GREAT LAKES NEUROTECHNOLOGIES shall in no event be liable to PURCHASER or to PURCHASER’s customers for an incidental or consequential damages, or other commercial loss, however occasioned. Warranty does not apply if the device is damaged by accident, abuse, misuse, misapplication, or is modified without written permission from GREAT LAKES NEUROTECHNOLOGIES. Device tampering and/or removal of the tamper-proof seal (sticker) will immediately void warranty. Device tampering is defined by, but not limited to, opening of the device, unapproved modification of the device, and attempted or complete removal of the tamper-proof seal. Warranty does not apply to items not manufactured by GREAT LAKES NEUROTECHNOLOGIES such as BioRadio and Kinesia system accessories, tablets, computer, cameras, etc., carry the original manufacturer’s warranty. GREAT LAKES NEUROTECHNOLOGIES MAKES NO WARRANTIES, ESPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR PERFORMANCE CHARACTERISTICS, EXCEPT TO THE EXTENT SET FORTH HEREIN.

PAYMENT: A service charge of 2% per month (or at highest rate them allowed) will be billed on invoices that are past-due Payable in US currency. PURCHASER agrees to reimburse GREAT LAKES NEUROTECHNOLOGIES for all reasonable legal expenses, attorney’s fees and court costs incurred by GREAT LAKES NEUROTECHNOLOGIES in collecting any payment due.

GOVERNING LAW: All purchase order shall be deemed made in Cleveland, Ohio, USA and shall be interpreted in accordance with and governed by the laws of the state of Ohio. The parties agree to submit to the jurisdiction of the federal or state courts of Ohio.

FORCE MAJEURE: A Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under these Terms and Conditions (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

MISCELLANEOUS: The Terms and conditions will prevail notwithstanding a variation from the terms and conditions of any purchase order or other document submitted by the PURCHASER for equipment, systems and products sold hereunder unless expressly agreed to in writing. GREAT LAKES NEUROTECHNOLOGIES is not bound by any printed matter on PURCHASER’s acceptance forms or orders which impose conditions at variance with terms herein provided, and the PURCHASER’s acceptance of any portion of the products and/or systems covered by the PURCHASER’s order shall be determined as an acceptance of these terms. Clerical and typographical errors are subject to correction. To the extent that any terms conflict with any provision of the Software Terms and Conditions, the Software Terms and Conditions will control.