

Evolution Biologyx, LLC Product Return Policy

Evolution Biologyx is committed to achieving one hundred percent (100%) satisfaction by our Customers of their purchase of products. While we strive to ensure that products are always delivered on-time and consistent with the Customer's instructions, we recognize there are rare situations in which a Customer may need to return a Product. If a return is necessary, please review and follow our return policy below:

PRODUCT ELIGIBLE FOR RETURN FOR CREDIT:

With the exception of Non-Returnable Products as detailed below or deviations from this Product Return Policy pursuant to a separate written executed purchase agreement between Evolution Biologyx and Customer, Evolution Biologyx will only deem the following as products eligible for return for credit:

1. Damaged or Non-Conforming Product.

- Damaged Product. Product shipped directly from Evolution Biologyx that is damaged in transit from Evolution Biologyx to Customer shall be processed exclusively by Evolution. Such damaged Product must be immediately reported upon receipt and inspection of goods, and photos clearly identifying and depicting the damage must be taken and included with the [Return Merchandise Authorization](#) ("RMA") and submitted online. Damaged products that are not reported in compliance with the aforementioned requirements within forty-eight (48) hours of delivery shall be deemed accepted for all purposes and shall not be subject to return.
- Non-Conforming Product. Product that is unusable due to reasons related to Product quality arising out of the manufacturing of the Product (i.e., the physical characteristics of the Product deviate from the physical characteristics of the Product described in the Instructions for Use for the Product or the Product specifications). The complaint should be reported in the RMA with accompanying photographs clearly identifying and depicting the issue creating the product complaint and submitted online. Non-conforming products that are not reported in compliance with the aforementioned requirements within (48) forty eight hours of attempted use shall be deemed accepted for all purposes.

2. Product Ordered or Supplied in Error.

Product ordered from and/or supplied by Evolution Biologyx in error is eligible for return. Such Product shall only be returnable if a Customer notifies Evolution Biologyx of the error in writing within (48) forty eight hours of receipt of the shipment pertaining to the ordering error and Evolution Biologyx confirms receipt of request to return. Notification is completed by completing and submitting the online [RMA](#).

- Products received by Evolution Biologyx within thirty (30) calendar days from the date of shipment shall not incur a restocking fee and the Customer's account will be credited the net invoiced amount for the returned Product.
- Products received by Evolution Biologyx between thirty-one (31) and sixty (60) calendar days from the date of shipment shall incur a restocking fee in the amount of twenty percent (20%) of the net invoiced amount for the Returned Product and the Customer's account will be credited the difference.
- Under no circumstance will Evolution Biologyx accept returns of Products ordered or supplied in error after sixty (60) calendar days from date of shipment.

NON-RETURNABLE PRODUCTS.

Non-returnable products will not be eligible for authorized return and Customer will not receive credit nor release from payment obligations in the event of an unauthorized return that is outside of the eligible return criteria set forth above. For the avoidance of doubt, the following Product is not eligible for return, credit or replacement under the above, regardless of whether the Product otherwise satisfies the requirements in any of the sections previously specified:

1. Product that is not in its original packaging; or Product not in its original container and/or not bearing its original label; or lot numbers or expiration dates are missing.
2. Product involved in a fire, flood, natural disaster, or obtained in a sacrifice or bankruptcy sale.

3. Product that is in a deteriorated condition due to improper storage by Customer (e.g., exposure to water, heat, cold, fire).
4. Product that Company has previously designated as “nonreturnable” by contract or notice to Customer outside of the Product Return Policy.
5. Product that has been repackaged.
6. Product purchased for research or clinical trials or shipped as a no cost item (e.g., physician sample, Product replaced through separate Company Product replacement program, etc.).
7. Product damaged or rendered unusable due to mishandling or error by Customer including, but not limited to, repackaging the product for shipment to the customer (e.g., placing the Product in a shipping container that is too small; not including an appropriate amount of packing material to fill voids in the shipping container; including too much packing material in the shipping container that results in damage to the Product).
8. Product that has been written on or adulterated.
9. Product where the seal is broken.
10. Product that is beyond the expiration date or product where the useful shelf-life has expired.
11. Discontinued products.
12. Products not received by Evolution Biologyx within sixty (60) calendar days of the date of shipment.

RETURN MERCHANDISE AUTHORIZATION (“RMA”)

All Product returns require a prior written Return Merchandise Authorization (“RMA”) to be properly and fully completed and submitted to Evolution Biologyx. The current form of RMA is accessible on Evolution Biologyx’s website at <https://www.evolutionbiologyx.com/about-us/terms-and-conditions/>. UNDER NO CIRCUMSTANCES WILL CREDIT BE ISSUED FOR RETURNED PRODUCTS WITHOUT PROPERLY AND FULLY COMPLETED RMA. The properly and fully completed and electronically executed RMA must be submitted online and Evolution Biologyx will respond within forty-eight (48) hours of receipt. All original containers and packing materials must be returned with a shipment to ensure proper credit. Credit and/or replacement will be given against the buyer’s account; no cash refunds will be made.

Evolution Biologyx reserves the right to modify or amend this policy in its sole discretion from time to time, with or without notice, effective upon posting the modified policy on its website at <https://www.evolutionbiologyx.com/about-us/terms-and-conditions/>.