

AccuMeth®*, *MethAssure®*, *Black Box Reader®
END USER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

THIS END USER AGREEMENT (hereinafter referred to as the “Agreement”) is made on April 14, 2020 between AccuMeth LLC (hereinafter referred to as the “Company”) and the party that opens the product or uses the software which accompanies the product (hereinafter referred to as the “User”). This Agreement gives a User the right to access and use of any or all *AccuMeth®*, *MethAssure®*, *Black Box Reader®* (hereinafter referred to as the “Products”), as further identified herein, purchased from the Company, its resellers or agents pursuant to a purchase agreement, contract, sales order, invoice or similar document (hereinafter referred to as the “Purchase Contract”). The Company is willing to grant the User the right to access and use the Company’s Products only if the User accepts all of the terms of this Agreement, and pays or has paid the Company, its resellers or agents, the full purchase price (to include all applicable shipping, taxes and fees) for use of the Products purchased.

By clicking the “ADD TO CART” button and/or accessing the Products, the User acknowledges that User has read this Agreement, understands it, and agrees to be bound by it. If the User does not agree to all of the terms in this Agreement, the user should not utilize the Products.

RESERVATION OF RIGHTS AND OWNERSHIP

The Company’s Products are the property of the Company and its licensor(s), if any, and subject to applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The Products are sold to the User for use only under the terms of this Agreement, and the Company reserves all rights not expressly granted to the User.

LIMITED WARRANTY

The Company warrants that the Products will perform substantially in accordance with the accompanying materials for a period of 30 days (the “Warranty Period”) from the date of receipt. If an implied warranty or condition is created by applicable law, and federal or state law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (30 days). AS TO ANY DEFECTS DISCOVERED AFTER THE WARRANTY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Product, including without limitation, any (if any) updates provided to you after the expiration of the Warranty Period are not covered by any warranty or condition, express, implied or statutory.

WARRANTY DISCLAIMER

The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, the Company and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Products, and the provision of or failure to provide support or other services, information, software, and related content through the Products or otherwise arising out of the use of the Products.

LIMITATION OF LIABILITY

Except as specifically provided herein, neither the Company, its affiliates, resellers, agents, or licensors, if any, shall be liable for any claim, demand or action arising out of, or relating to, the User's use of the Products or the Company's performance of (or failure to perform) any obligation under this Agreement or for special, incidental or consequential damages, including, without limitation, damages due to lost revenues or profits, business interruption, or other damages caused by User's inability to use the Products, even if the Company, its affiliates, resellers, agents, or licensors have been advised of the possibility of such loss or damages, and whether or not such loss or damages is or are foreseeable. The entire cumulative liability of Company, and its affiliates, resellers, agents, or licensors for any reason arising from or relating to this Agreement shall be limited to the amount paid by you to Company for the Products in the four (4) week period immediately preceding the event giving rise to such claim.

EXPORT LAW

The Company's Products are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Unless in compliance with applicable law and specifically authorized in writing by the Company prior to any Product access, the User shall not export the Products under any circumstances whatsoever. In any case, the User will indemnify and hold the Company harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising from, or relating to, any breach by the User of the User's obligations under this section.

GOVERNING LAW

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of ID as those laws are applied to contracts.

ATTORNEY FEES

If any legal action or proceeding is brought for the enforcement of this Agreement or arises from the alleged breach, dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred as a result of such legal action or proceeding.

AMENDMENTS

It is recommended that User review the Company's website periodically for new or additional terms and changes to this Agreement. Company has the right to change or add to the terms of this Agreement, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Products, including but not limited to, terms, technical support options, and other product-related policies and features, at any time and upon notice by any means Company determines in its discretion to be reasonable. Your continued use of the Products after Company's publication of any such changes shall constitute your acceptance of this Agreement as modified.

WAIVER

No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

ASSIGNMENT

Neither this Agreement nor any of the User's rights or obligations hereunder may be assigned by the User in whole or in part without the prior written approval of the Company. Any other attempted assignment shall be null and void.

SEVERABILITY

If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and same shall remain in effect.

COMPLETE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Company and the User with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company.

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Note: You should have carefully read and considered the instructions, tips, comments, and decision tree alternatives and choices. If you did not you should go back and complete the process again. You must review the completed document to make sure that it meets your specific circumstances and requirements, and the particular laws of your state. Meth Lab Cleanup LLC and AccuMeth LLC, does not review your completed document, including for consistency, spelling errors, or any reason at all. You (or your attorney) may want to make additional modifications to meet your specific needs and the laws of your state.

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