

Terms and Conditions for MagLev Device Use

LAST UPDATE: 12/2/2024

1. Introduction

The MagLev device, developed by VeriChem Inc., is a **tool designed exclusively for the separation of substances based on density**. By using the MagLev device, you acknowledge and agree to the terms and conditions outlined below. These terms govern your use of the device and its associated consumables.

2. Purpose and Limitations of the MagLev Device

The MagLev device is **strictly intended as a separation tool** for laboratory and field applications.

It is not designed or marketed to:

- 1. **Identify Substances**: The MagLev does not and cannot determine the identity, chemical composition, or legality of any substance.
- 2. **Replace Analytical Techniques**: The MagLev is not a substitute for confirmatory testing methods such as Raman spectroscopy, FTIR, mass spectrometry, or other analytical tools.
- 3. **Serve as Evidence**: Results obtained from the MagLev device are not intended for use as standalone evidence in legal or regulatory proceedings.

3. User Responsibilities

Users of the MagLev device are responsible for:

- 1. Understanding that **separation results provided by the device are preliminary** and must be further analyzed with appropriate confirmatory methods.
- 2. Ensuring compliance with all local, state, and federal laws and regulations when using the device.
- 3. Properly interpreting results in conjunction with qualified laboratory practices and analytical tools.



4. Disclaimer of Warranties

- 1. **No Warranty of Identification**: VeriChem Inc. does not guarantee or warrant the identification or legal classification of any substance using the MagLev device.
- 2. Accuracy of Separation: While the MagLev provides consistent and reproducible separations, VeriChem Inc. disclaims liability for any misuse or misinterpretation of results.

5. Limitation of Liability

To the fullest extent permitted by law, VeriChem Inc. shall not be held liable for any claims, damages, or losses arising from the use or misuse of the MagLev device, including but not limited to:

- 1. Errors or misinterpretation of the separation process.
- 2. Legal or regulatory consequences stemming from the use of the device.
- 3. Reliance on the MagLev device as a presumptive or confirmatory testing method.

6. Intended Use and Training

- 1. **Qualified Users**: The MagLev is intended for use by trained personnel, such as forensic scientists, chemists, and law enforcement professionals, who are familiar with standard operating procedures and the limitations of separation tools.
- 2. **Training Requirement**: Users are encouraged to undergo training provided by VeriChem Inc. or its authorized representatives to ensure proper operation and understanding of the device.

7. Amendments

VeriChem Inc. reserves the right to update or modify these terms and conditions at any time. Continued use of the MagLev device constitutes acceptance of the updated terms.

8. Governing Law

These terms and conditions are governed by the laws of Florida, without regard to its conflict of laws principles.



9. Contact Information

For questions or concerns about the MagLev device or these terms and conditions, please contact VeriChem Inc. at: info@verichemtech.com