

## Terms and Conditions of Sale

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY.**

**THE TERMS AND CONDITIONS OF SALE ("Terms") ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN INTERACTIVE FLOW STUDIES INVOICE OR OTHER INTERACTIVE FLOW STUDIES DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE UNLESS CUSTOMER AND INTERACTIVE FLOW STUDIES HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.**

**"We", "Our" or "Us" refers to Interactive Flow Studies.**

### **Application of Terms; Customer Acknowledgment**

These Terms constitute a binding contract between Customer and Interactive Flow Studies. Customer acknowledges agreement and acceptance of these Terms by making a purchase, placing an order or otherwise shopping on our Website. These Terms are subject to change without prior notice, except that the Terms posted on the Site at the time Customer initially places or modifies an order will govern the order in question.

### **Governing Law; All Sales made in Iowa**

THESE TERMS AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, REGARDLESS OF THE LOCATION OF THE CUSTOMER. ANY DISPUTE, ACTION OR LITIGATION MUST BE BROUGHT IN IOWA AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN IOWA, SUBMITS TO JURISDICTION THERE, AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER HEREBY AGREES THAT SUCH VENUE IS APPROPRIATE AND THAT INTERACTIVE FLOW STUDIES' AGREEMENT TO SELL AND DELIVER PRODUCTS TO THE CUSTOMER IS DEPENDENT ON THIS PROVISION.

### **Purchase price**

Prices listed in our Web site are subject to change without notice. Prices for certain government, corporate, and institutional customers may be set forth in a bid or other written agreement between the parties.

Standard payment terms are net 30 days - all payments are due 30 days from the date of invoice. You will be invoiced when the last item on your order is shipped. Payments not received within 30 days from the date of invoice will accrue interest at 18.0% per annum or the maximum amount allowed by law. Interactive Flow Studies reserves the right to pursue any and all avenues available to it to collect unpaid money. Customers are required to pay any collection and/or attorneys fees accrued in pursuit of such unpaid money in addition to whatever money is owed to Interactive Flow Studies.

We collect sales and use taxes for sales shipped to the State(s) of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Washington D.C., Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Iowa, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, and Wisconsin. Additional states may be added without notice. We shall not be liable for handling or customs charges for shipments outside the United States.

### **Shipping; Risk of Loss; Security Interest**

We will arrange payment for shipping with the carrier, but such costs are the responsibility of Customer. Interactive Flow Studies charges shipping and handling fees for every shipment, unless a special promotion or contract term provides otherwise; such cost includes the freight charged by the carrier, packaging, and handling, but does not necessarily equal a direct pass-through of such cost to the customer. Risk of loss is upon Customer once we deliver the product to the carrier.

Interactive Flow Studies retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.

### **Delivery Terms**

1. A common carrier will be selected by Interactive Flow Studies. Interactive Flow Studies does not assume any liability in connection with the selection of the carrier and the carrier shall not be deemed to be an agent of Interactive Flow Studies.
2. Interactive Flow Studies will use every reasonable effort to effect shipment on or before the date indicated on the invoice. Interactive Flow Studies, however, shall not be liable for any delay or failure in performance or delivery of the goods or services. Further, Interactive Flow Studies will not be liable for any failure or delay in performance or delivery to be made under this Agreement where such delay, failure or inability in whole or part, directly or indirectly, arises or results from any cause beyond Interactive Flow Studies control or beyond the control of Interactive Flow Studies suppliers or contractors, including but not limited to, fire, explosion, earthquake, storm, flood or other weather conditions, unavailability of utilities or raw materials, strike, lockout, unavailability of components or workers, war, insurrection, riot, act of God, act of public enemy, law, order, export control regulation, proclamation, decree, regulation, ordinance, or instructions of government, judgment or decree of a court. In the event of any cause beyond the control of Interactive Flow Studies that results in delay or inability to perform, Interactive Flow Studies will give written notice to Buyer stating the period of time the same is expected to continue. In the event of any such delay or inability to perform, Interactive Flow Studies shall have such additional time within which to perform its obligations as is reasonably necessary under the circumstances. Interactive Flow Studies shall also have the right, as the result of a contingency, to allocate available inventory among its customers as Interactive Flow Studies considers equitable. If, as a result of any such contingency, Interactive Flow Studies will be unable to perform this Agreement in whole or in part, then to the extent that Interactive Flow Studies is unable to perform, such obligations shall be deemed terminated without liability to either party.
3. Buyer must notify Interactive Flow Studies within five days of receipt of goods if any error is found in shipment.
4. Buyer must contact Interactive Flow Studies within 15 days of receipt of invoice if merchandise noted as shipped on said invoice has not been received. If Buyer does not contact Interactive Flow Studies within the 15 days, Buyer is liable for all balances due on said invoice.

### **Non-US or Export Sales**

Sales of our products must follow the Export Administration Regulations of the U.S. Commerce Department and applicable State Department restrictions. Certain hardware products may not be exported to certain countries, or may be exported only with individual licenses; and software that contains DES data and/or encryption technology may not be exported outside the U.S.

The commodities, technology and/or software sold or distributed under these Terms may not be exported or re-exported to countries, entities and persons that are ineligible under United States law to receive United States commodities, technology and/or software. Customer represents and warrants that it is eligible to receive products under United States law and agrees to abide by any export or re-export restrictions imposed by the manufacturer or publisher. Manufacturers' warranties for exported products may vary or may be null and void for products exported outside the United States.

### **LIMITED MANUFACTURER'S WARRANTY**

Interactive Flow Studies will furnish its standard form LIMITED WARRANTY in favor of its customers and the first end users of its products. The terms of the warranty are as follows: All Interactive Flow Studies manufactured products with the exception of Hemoflow silicone flow models have a ONE (1) year limited warranty on parts and workmanship from the date of purchase. The warranty is void if the serial number or the manufacturer's labels affixed to the product have been removed, or products have been misused, modified, neglected or have been disassembled prior to return to the manufacturer. Interactive Flow Studies will repair or replace defective products at its discretion. To the maximum extent permitted by law, Interactive Flow Studies, election to repair or replace the devices shall constitute the purchaser's sole remedy in the event of a defect. Interactive Flow Studies disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Moreover, to the maximum extent permitted by law, Interactive Flow Studies on behalf of itself, its suppliers, distributors, dealers and agents disclaims any and all other liability for damages, including, without

limitation, actual damages, consequential damages and indirect damages, for personal injury, wrongful death, pecuniary loss and any other physical or financial loss, arising out of the use or the inability to use any Interactive Flow Studies product, even if Interactive Flow Studies has been advised of the possibility of such damages. This limited warranty gives the purchaser specific legal rights, which may vary from state and jurisdiction to state and jurisdiction.

**Pricing Information; Availability; Errors and omissions Disclaimer**

All pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, we cannot guarantee that it will be able to fulfill Customer's orders.

We make every effort to ensure the accuracy of the information published on our Web site. However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed at an incorrect price, we shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, we shall immediately issue a credit in the amount of the incorrect price. Note: We also do not guarantee that our prices listed on other Web sites or price engines are accurate or up-to-date.

**Cancellations**

Upon cancellation of any order, Buyer agrees to pay all reasonable and necessary costs incurred by Interactive Flow Studies as a result of the cancellation of an order.

**Limitation of Liability**

NEITHER INTERACTIVE FLOW STUDIES NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. NEITHER INTERACTIVE FLOW STUDIES NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY INTERACTIVE FLOW STUDIES OR ITS AFFILIATES, NEITHER INTERACTIVE FLOW STUDIES NOR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

We will not be responsible for any delays in delivery which result from any circumstances beyond our control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

**Orders; Payment Terms; Interest; Taxes**

Orders are not binding upon us until accepted by us. Terms of payment are within our sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. We may invoice parts of an order separately. Customer is responsible for, and will indemnify and hold us harmless from, any applicable sales, use or other taxes or federal, state or local fees or assessments associated with the order. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of our costs of collection, including court costs, filing fees and attorney's fees.

**Return Privileges**

All returns require prior authorization. Returns must be authorized by us within 30 days of the invoice date. Within thirty (30) days of purchase, we will replace or repair, at our sole discretion, any product that is deemed defective. After 30 days, the manufacturer's warranty process must be followed.

Please Note: Due to restrictions placed upon us by the manufacturers, computers are returnable in the first 30 days for repair only. Computers are not returnable for credit or exchange. Special Orders or custom configurations not returnable for credit or exchange. Additional products may be added to this list as: manufacturer policies change, manufacturer goes out of business or as new product categories become available.

All non-defective returns authorized by The Company are subject to a 20% restocking fee, and must be returned within 30 days from date of invoice. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

#### **Vendor license agreements**

Customer agrees to abide by all license provisions or end user agreement imposed by the manufacturer or publisher.

#### **Damaged Products**

If Customer receives damaged products, please refuse the products upon original delivery attempt. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Please save the product and the original box and packaging and notify us immediately to arrange for a carrier inspection and a pick up of damaged products. Please notify Interactive Flow Studies at [flowex@interactiveflows.com](mailto:flowex@interactiveflows.com) of damaged products WITHIN THE FIRST 10 DAYS of receipt. Timely receipt of this information is necessary for us to file a damage claim.

#### **Returns**

1. All special orders of any type may not be returned or exchanged for credit. No exceptions.
2. All returns of merchandise must be pre-approved by Interactive Flow Studies and assigned a return authorization number. The authorization number is to be clearly marked on the shipping label and packaging material. Unauthorized returns will not be accepted. Proof of purchase is required.
3. Returned goods are to be shipped prepaid. No C.O.D. packages will be accepted.
4. No returns for credit or exchange will be accepted seven calendar days after purchase. A 20% restocking fee will be charged on all returns of non-defective products.
5. No credit or exchange will be allowed for discounted, sale goods, obsolete, misused, modified or neglected products. All returned merchandise unclaimed after six months becomes Interactive Flow Studies property.

#### **Entire Agreement**

These Terms constitute the entire agreement between Customer and us relating to the sale of products and services on the Site. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting us at the address provided below.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the Terms contained herein and in our invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms or any purchase order or invoice related thereto. In the event any section or portion of a section of these Terms are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms, and the remaining terms shall continue in full force and effect.

#### **U.S. Government restrictions**

Sales of software to the U.S. Government may be subject to license restrictions in accordance with DFARS 252.227-7013(1) and FAR 52.227-19.