

## STANDARD TERMS & CONDITIONS OF SALE

Every offer to sell, acceptance of offer to purchase, confirmation of sales agreement and sale by Integrated Aqua Systems, Inc. (IAS) is conditioned on assent by the Client to these standard terms and conditions of sale, constitute the entire agreement between IAS and Customer for the purchase of goods, and which may not be varied or waived except by written agreement signed by an officer of IAS. Any conflicting terms or conditions that may appear on a Purchase Order or similar document from Customer shall be of no force and effect unless accepted and agreed to in writing by an officer of IAS.

### Payment

Standard payment terms for IAS products are prepaid in full prior to shipping. Payment is accepted by company check, money order, wire transfer or credit card (for domestic orders only). Online orders must be paid in full at the time of order placement by credit card. Unless proof of a valid Resale Certificate is received by IAS prior to shipping, sales tax will be added to each order. Customer is responsible for all sales, use or applicable taxes on the purchase. Customer bears the entire cost of shipping, except for select items available online that qualify for free shipping. Delivery shall be F.O.B. destination.

Custom orders require a 50% deposit upon placement of the order and the balance due prior to shipment. IAS shall be entitled to charge interest on any amounts not timely paid by or on behalf of Client at the maximum rate permitted by law, not to exceed 1.5% per month. If the IAS is required to engage the services of a collection agency or an attorney, Customer agrees to reimburse IAS for any reasonable amounts expended in legal fees and costs to collect the unpaid balance.

### Order Cancellation

Custom orders may only be cancelled upon written notice to IAS prior to shipping. Any cancelled order and any wrongful nonacceptance of goods is subject to a cancellation fee and additional terms as follows:

- Minimum 15% cancellation/restocking fee will be applied to standard/non-custom products procured from suppliers.

- Customer shall pay the actual costs incurred for custom products/non-returnable products from suppliers.
- Customer shall also be responsible for repackaging costs and the cost of design labor, if applicable.

### Acceptance

Customer shall inspect all goods promptly upon receipt. If any product is damaged during shipment, Customer has three (3) business days from delivery to notify IAS of the damage. IAS will repair or replace any items damaged during the shipment.

If any product does not conform to the order, Customer has five (5) business days from delivery to notify IAS of the non-conformance. IAS shall remedy the non-conformance.

Unless Customer provides notice required by this section, all products shall be deemed accepted.

### Returns

All standard (non-custom) products may be returned within thirty (30) days of delivery as long as the product is in new, undamaged condition and in its original packaging. Customer must obtain a merchandise return authorization (RMA) from IAS prior to returning the product and is responsible for any return shipping costs. Upon receipt of the returned product, IAS will refund the purchase price in full, less the original shipping costs, if any. Custom orders are not returnable.

### Technical Information

All technical documents, drawings and information (other than general catalogs and brochures) furnished to Client by IAS in conjunction with the sale of product are confidential and shall remain property of IAS and may not be duplicated or disclosed by Client and shall be promptly returned to IAS if no order is placed.

### Force Majeure

If the performance of these terms and conditions or any obligation in connection with the purchase (other than payment of monies due) is prevented, restricted or interfered with by reason of natural disasters, strike, riots, fires or other casualties, war, terrorists, late or non-

delivery by IAS suppliers, unavailability of materials, power outages, assertion by 3rd parties of infringement claims, pandemics or epidemics, any law, order, regulation or requirement of any governmental agency and all other contingencies beyond the parties' reasonable control, the party so affected shall be excused from such performance to the extent of such prevention, restriction or interference..

### Export

If any products ordered are to be exported to a country outside of the USA, fulfillment of that order is subject to receipt of all required export documentation and authorization. Notwithstanding any other provision of these terms and conditions to the contrary, Customer agrees that it will not sell, reexport or transfer any products or technical information to IRAN, NORTH KOREA, SYRIA, CUBA and SUDAN, including any entities or persons in those countries, either directly or indirectly ("Seller's Position"). Customer agrees that it will not sell, reexport or transfer any products or technical information to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Treasury Department and applicable export control measures administered by the U.S. Department of Commerce and U.S. Department of State, any other U.S. government agencies, and measures administered by the Foreign Affairs, Trade and Development Canada, European Union or the government agencies of any other countries. Any violation by Customer of the applicable laws or regulations of the U.S., Canada or any other government, or where Customer breaches Seller's Position notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations, shall be deemed a material breach.

### Warranties

THE RETURN POLICY FOR THE PRODUCTS SET FORTH IN THESE TERMS AND CONDITIONS IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE FOREGOING WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

### No Consequential Damages

Under no circumstances whatsoever shall Seller be liable for any consequential damages, whether based on injury to any person or property, lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of contract, negligence or otherwise.

### Limitation of Liability

NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY: IN NO EVENT SHALL THE LIABILITY OF IAS ARISING IN CONNECTION WITH ANY OF THE PRODUCTS (WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE) EXCEED THE ACTUAL AMOUNT OF COMPENSATION PAID TO IAS FOR THE WORK INVOLVED IN SUCH CLAIM, OR THE AMOUNT OF THE CLAIM, WHICHEVER IS LESS.

### Indemnification

Customer shall indemnify, defend and hold harmless IAS and its officers, directors, shareholders, employees, agents, and representatives from any and all actions, causes of action, claims, demands, costs, losses, liabilities, expenses, and damages (including without limitation, reasonable attorneys' fees and reasonable expert witnesses' fees) arising out of or relating to any product purchased from IAS, whether the product is a stand-alone product or the product is incorporated into another product.

### Governing Law & Arbitration

California state law shall govern all transactions to which these terms of sale apply. The parties irrevocably consent to jurisdiction by the State of California, USA. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration held in San Diego, CA, administered by Judicate West, in accordance with American Arbitration Association's Commercial Arbitration Rules then in effect.

### Severability

If any provision of these terms and conditions is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If any provision is determined to be unenforceable because of its scope, duration, geographical area or other factor, then the court making that determination shall have the power to reduce or limit such scope, duration, area or other factor, and such provision shall be enforceable in its reduced or limited form.