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 of sale which may not be varied or waived except by written agreement signed 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, Mastercard or VISA.

Special payment terms that appear on the quotation may also apply, including deposit payments or credit terms upon approval of credit. 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 Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the seller for any reasonable amounts expended in order to collect the unpaid balance.

**Order Cancellation**

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

- Minimum 15% cancellation fee will be applied
- Additional cancellation fees may apply depending on the amount of work completed at time of cancellation.
- Cancellation fees may include the costs to cover re-stocking of materials ordered or in progress, cost of non-returnable materials, repackaging costs or cost of design labor.

**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**

IAS and Client assume the non-occurrence of the following contingencies which, without limitation, might render IAS’ performance impracticable: strike, riots, fires, war, late or non-delivery by IAS suppliers, assertion by 3rd parties of infringement claims, and all other contingencies beyond IAS’ reasonable control.

**No Consequential Damages**

Under no circumstances whatsoever shall Seller be liable for any consequential damages, whether based on lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability.

**Governing Law & Arbitration**

California state law shall govern all transactions to which these terms of sale apply. 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 and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect.