

## **Innovative Utility Solutions Terms and Conditions**

1. Quoted lead times are estimates only. Actual lead time may vary due to fluctuation of stock at time of order.
2. PURCHASE ORDERS. Email purchase orders to [sales@iuswater.com](mailto:sales@iuswater.com)
3. PAYMENT. Payment is due 100% NET 30 days after invoice date. No retainage or portion of the amount due may be held for any reason. Payment is not contingent on payment from or approval of any third party. Finance charges of 1.5% will accrue monthly on unpaid invoices.
  - a. All orders and shipments are subject to credit approval. Remittance should be to Innovative Utility Solutions at 4158 Nyala Dr. Colorado Springs, CO 80922.
  - b. If Buyer fails to pay Seller as specified herein, Buyer agrees to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest at the maximum legal rate.
  - c. Buyer will pay all transportation, insurance, and similar charges incident to delivery of products. Quoted prices may increase if shipment is delayed beyond scheduled shipping date due to Buyer's delay.
  - d. If customer is paying by Credit Card, there will be a 5% Transaction Fee added to the total amount due.
4. TAXES. Quoted prices exclude sales, use or other taxes. Where applicable, all taxes will be billed to buyer at time of shipment, unless Buyer provides proper exemption documentation before shipment is invoiced.
5. SHIPMENTS. Unless otherwise noted, quoted price is F.O.B. shipping point with freight to be prepaid and add to invoice unless otherwise stated on customers purchase order. Buyer will pursue claims directly with carrier for products received that were damaged in transit. Each shipment will be accompanied by a packing list. Buyer will check shipment against packing list and report any shortages and discrepancies in writing to IUS within 5 business days after receipt.
6. CANCELLATIONS/REFUNDS. Buyer may cancel orders (at a reasonable time frame of placing order) unless they are special order items which are Non-Returnable, Non-Refundable. Canceling of orders must be done with the prior written consent of IUS. Items may be returned within the parameters set allowing IUS to return products to the manufacturer. Meters and electronic equipment may not be returned without prior approval from both the manufacturer and IUS. All cancelations and returns are subject to the rules and penalties of the manufacturer and will be passed on to the customer if such fees are due.
7. SUBMITTALS/OM MANUALS. All Submittals and OM Manuals will be furnished Electronically.
8. WARRANTY POLICY: The buyer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. Seller makes no expressed or implied warranties. Seller hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including without limitation, all implied warranties of merchantability

and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence, or any other cause of action arising in connection with design, manufacture, sale transportation, installation, use or repair of the products sold by seller. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall seller's liability, if any, exceed the net sales price of the defective product(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same. Except as expressly set forth in the paragraph, all products and/or services provided by seller and its employees and agents are provided "as is," "where is," and "with all faults."

9. **LIMITATION OF LIABILITY:** IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.