

IROA Technologies' Terms of Purchase

(1) Acceptance of Terms of Purchase.

1.1. Notice.

Please read the following Terms of Purchase (as defined below) carefully. By placing an order or registering an account with IROA Technologies, LLC and/or through this website (the “Website”), or using the Website, Products or any related services, the user or purchaser, whether an individual or a business (the “Customer” or “you” or “your,” and which shall also include any end user of any product ordered) accepts and agrees to the Terms of Purchase, and to the [Website Terms of Use and Privacy Policy](#). You may not use the Website, including to place any orders or register an account, unless you agree to the Terms of Purchase and to the Website Terms of Use and Privacy Policy.

The Terms of Purchase are subject to change without notice and you should therefore always read the Terms of Purchase prior to placing each order.

1.2. Definition and Applicability.

IROA Technologies, LLC (“IROA Technologies” or “we” or “us” or “our”) has set forth the Terms of Purchase, which are applicable to any order placed with us or for any account registered with us, and further includes the [Website Terms of Use and Privacy Policy](#) for use of this Website, and the Product Use Limitations, all of which are incorporated by reference herein (collectively, the “Terms of Purchase”).

1.3. Precedence.

In the event of any conflicts between the Terms of Purchase and any terms, policies, or guidelines posted elsewhere on this Website including the Website Terms of Use and Privacy Policy (and if applicable, any other terms and conditions made available to you in any manner in connection with the Products (as defined below) and/or this Website), the Terms of Purchase shall prevail.

(2) Orders & Payment Terms.

2.1. Purchase of Products.

All products or incidental services offered by IROA Technologies, LLC, including without limitation, biochemical quantitation kits, product reagents, and/or Software (as defined below) (collectively, the “Product” or “Products”) are available for purchase, subject at all times to availability and to your agreement to the Terms of Purchase. You agree to provide us with all information, including credit card information if applicable, as may be required to complete an order and pay for the Product(s). Prices and specifications are subject to change without notice and Customer should therefore check prices and specifications before each purchase. Products ordered that are not in stock shall be placed on back order and shipped once the Product is in stock. Cancellation of a back order must be done prior to shipping.

2.2. Ways to Order:

- 1. Purchase order:**
 - a. Provide the following information: Company Name, Purchase Order Number, Catalog Number and Quantity of Product, Billing and Shipping Addresses, Contact Name and Telephone Number).**
 - b. Email information to orders@iroatech.com.**
- 2. Credit Card:**
 - a. Contact orders@iroatech.com to place an order with payment through PayPal. A PayPal account is not required. A 3% PayPal processing fee will be added to the invoice.**
- 3. Mail:**

- a. **New customers may be asked to pay by check through the mail to us and in this case, Products will be shipped when the check is cleared.**
- b. **Contact orders@iroatech.com to inquire.**

2.3. Payment Terms.

- a. *Non-Account Holders.* For Customers that do not have an account with us, payment is due at the time of placing an order, and we accept credit card payment with Visa® or MasterCard®, via PayPal, or ACH. Non-account holders may also pay by check through the mail to us and in this case, Products will be shipped when the check is cleared.
- b. *Account Holders.* For Customers that have an account, payment may be made by credit card with Visa® or MasterCard®, via PayPal, check or bank wire transfer. If paying by check or wire transfer, payment in US dollars is due net thirty (30) days from the date of shipment, unless other arrangements are made with our consent in advance of the purchase. A late fee will be calculated at the rate of 2% per month of the invoice price and assessed for each month (or portion thereof) for any amount more than thirty (30) days past due.
- c. *Additional Expenses.* The prices listed on the Website for the Products do not include additional expenses, for which Customer is responsible, such as (without limitation) postage, shipping (including refrigerated packing), insurance, customs, duties, and/or any and all applicable taxes (including sales, use, excise, or similar taxes).
- d. *PayPal.* There is generally an extra 3% charge to make a purchase using PayPal and a PayPal account is not required to make a purchase, but you may be subject to terms and conditions for which we are not responsible and that may be implemented from PayPal from time to time, and you should review such terms and conditions prior to using PayPal.

(3) Shipping and Returns.

3.1. Biochemical Quantitation Kits.

- a. *Shipping and Storage.* Certain Products consist of or include Biochemical Quantitation Kits. These and other kits supplied by IROA Technologies, LLC are designed to be shipped at ambient temperature. In all cases of international shipping, or in some cases of domestic shipping, such as during the summer months to specific locations such as the Southwestern United States, refrigerated packing will be used to protect against extreme temperatures. Upon receipt, it is recommended to store the liquid media from the kit at 4°C (39.2°F), and the other kit components at room temperature. Stably-labeled material should be protected from light and kept in the dark. Customer's failure to follow these recommendations may result in damage to the Product, for which IROA Technologies, LLC will not be responsible.
- b. *Shipping Charges.* Shipping charges (including for refrigerated/ dry ice packing if applicable) are added to Customer's invoice, or shipped on Customer's account. Domestic shipping is via UPS and international shipping via FedEx® International Economy, or any other recognized courier method in our discretion, unless otherwise requested.

3.2. Domestic Shipping.

For telephone, email and mail orders, received Monday through Thursday before 12 noon Eastern Standard Time, standard catalog items will be shipped via FedEx® Next Day, and all orders received after 12 noon will be shipped the following business day. We do not ship domestic packages on Fridays or over the weekend if using FedEx® Next Day delivery services.

3.3. International Shipping.

For international shipments, standard catalog items are shipped on refrigerated packing using FedEx® International Economy shipping service. Packages are shipped on Mondays to minimize the potential for a customs delay damaging the customs delays can be infrequent in most countries, they can occur, and Customer assumes all risk, including of damage to an order, arising from or relating to any delay (including a customs delay) that is out of our control.

3.4. Returns and Replacement of Products.

Return of or refunds for Products are not issued except as provided herein. IROA Technologies, LLC warrants that each Product sold will meet the specifications stated on the Product Information sheet for that Product at the time of the order. Where Customer receives a Product different than the one ordered or an incomplete Product, IROA Technologies agrees replace the Product at no additional cost so long as it has not been used or otherwise tampered with. Where a Customer receives a Product that does not conform to the stated specifications, IROA Technologies agrees to replace the Product at no additional cost. Notice of a discrepancy in an order or of non-conformity, along with a request for replacement, must be given by Customer in writing by email to orders@iroatech.com within thirty (30) days of receipt of a Product. Where Customer in error orders a Product other than the one Customer intended to purchase, then the Product must be returned at Customer's sole expense to receive a replacement, so long as the Product has not been opened or otherwise used, and in all cases upon approval by IROA Technologies and pursuant to the notice provisions set forth in this section.

(4) Warranty Disclaimer, Indemnification, and Liability.

4.1. Reagents and Limited Warranty.

IROA Technologies warrants that the reagents in each Biochemical Quantitation Kit (the "Product Reagents") will meet the specifications stated on the Product Information sheet for that Product at the time of the order, and the Customer agrees to these specifications and accepts the following conditions.

- a. *LIMITED WARRANTY.* THE WARRANTY SET FORTH HEREIN IS A LIMITED WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, AND IS THE ONLY WARRANTY MADE BY IROA TECHNOLOGIES, LLC FOR OR IN RELATION TO THE PRODUCTS (INCLUDING PRODUCT REAGENTS). EXCEPT FOR THIS LIMITED WARRANTY, IROA TECHNOLOGIES, LLC HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. *Rights and Limited Use.* All intellectual property rights relating to the Products, including the Product Reagents, belong to and shall continue to belong to IROA Technologies (despite Customer's use of the Products). Such rights shall be unaffected by Customer's use of the Products, and IROA Technologies shall have sole title and ownership in any derivative works resulting from the Products, including Customer's use thereof, and Customer will have a limited license to use the information, as set forth in the Terms of Purchase, that may be generated by the Product and/or Software (as defined below) for the Customer. The rights to use any quantity of Product sold by IROA Technologies are for internal research purposes or laboratory use only, and you warrant that you will not use the Product for any purpose or use not permitted by applicable law or the Terms of Purchase. Products are not to be used for any other purpose including, but not limited to, commercial purposes, human consumption or application, clinical diagnostics, or use in drugs, medical devices or cosmetics.

c. *Sole Remedy.* In the event a Product Reagent does not conform to the applicable specifications, the Customer's sole remedy shall be to obtain replacement of the Product Reagents from IROA Technologies free of charge. This remedy is in lieu of all other remedies or claims for damages, consequential or otherwise, which the Customer may have against IROA Technologies.

d. *Improper Storage/Handling.* IROA Technologies shall not be responsible for replacing Product Reagents that have been improperly stored, handled, or used, as determined by IROA Technologies in its sole and reasonable discretion,

e. *Export Control Laws and Restrictions.* Product Reagents shipped to the Customer are subject to U.S. export control laws and regulations. As the Customer, you represent and warrant to IROA Technologies that you will not, directly or indirectly, (1) sell, export, re-export, transfer, divert, or otherwise dispose of any Products (including products or technology derived from or based on such Products) to any destination, entity, or person prohibited by the laws or regulations of the United States and/or your local jurisdiction, or (2) use the Product Reagents for any use prohibited by the laws or regulations of the United States and/or your local jurisdiction, without obtaining prior authorization from all competent government authorities as may be required by applicable laws and regulations.

4.2. Proprietary ClusterFinder™ Software License and Warranties

- a. *Limited License.* In consideration of the purchase price paid for the IROA Technologies' Biochemical Quantitation Kit and the Terms of Purchase, IROA Technologies grants a limited license to Customer to use the proprietary ClusterFinder™ software (and any other software that may be provided by us or available through the Website) (collectively, the "Software") for research purposes ONLY for use in connection with the Products. While Customer will own the "thumb drive" device purchased from us on which the Software download information is recorded, IROA Technologies will continue to retain full rights and title to the Software and/or any derivative works resulting from use of the Software, but Customer will have a limited license to use the information, as set forth in the Terms of Purchase, that may be generated by the Product and/or Software for the Customer. This limited license allows Customer to use the Software on a single computer. The ClusterFinder™ software is licensed to Customer pursuant to this license agreement that is agreed at the time of purchase. **THE LICENSE AGREEMENT ENDS ON THE APPLICATION HARD-CODED EXPIRY DATE, WHICH IS GUARANTEED TO BE A MINIMUM OF SIX (6) MONTHS FROM DATE OF DOWNLOAD.** IROA Technologies may enforce this provision (or any other provision in the Terms of Purchase) at any time in its discretion.
- b. *Intellectual Property in Software.* The Software, and any related and/or accompanying documentation, contain material that is covered by intellectual property owned by IROA Technologies, which may include, without limitation, copyrighted material, trade secrets, and other proprietary information. Customer may not under any circumstances decompile, reverse engineer, or disassemble the Software, or reduce the Software to human-perceivable form.
- c. *Software and WARRANTY DISCLAIMER.* All Software and related documents are provided "AS IS" and without warranty of any kind. IROA Technologies does not warrant that the functions contained in the Software will meet your requirements, or that the operation of the Software will be uninterrupted or error-free, or that defects in the Software will be corrected. IROA TECHNOLOGIES, LLC HEREBY DISCLAIMS ALL WARRANTIES IN RELATION TO THE SOFTWARE, AND CUSTOMER HEREBY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

d. *Export Restrictions.* The Software is further subject to United States export controls. No Software provided by IROA Technologies, LLC may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any country to which the U.S. has embargoed goods, including but not limited to: Cuba, Iraq, Libya, North Korea, Iran, Syria, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

e. *Upgrades.* IROA Technologies may, at its discretion and from time to time, issue revisions to its proprietary ClusterFinder™ software at no charge; however a charge may apply for upgrades for the proprietary ClusterFinder™ software or other Software.

f. *Commercial Rights.* **If Customer requires commercial use rights to our Product Reagents and/or ClusterFinder™ software (including the right to perform fee-for-services), please contact us at legal@iroatech.com.**

4.3. Technical Assistance and WARRANTY DISCLAIMER.

At Customer's request, IROA Technologies may, at IROA Technologies' discretion, furnish technical assistance and information with respect to IROA Technologies' Products and Software. Any information, including technical assistance or suggestions, provided by IROA Technologies regarding use or choice of a Product or Software and/or suitability for application shall not be construed as an express warranty unless otherwise specially designated in writing by IROA Technologies herein. IROA TECHNOLOGIES, LLC HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL WARRANTIES WITH RESPECT TO ANY TECHNICAL ASSISTANCE OR OTHER INFORMATION PROVIDED BY IROA TECHNOLOGIES OR ITS AGENTS, CONSULTANTS, OR ASSOCIATES, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

4.4. Indemnification.

Customer agrees to defend, indemnify, and hold harmless IROA Technologies and its owners, principals, employees, agents, successors, officers, directors, attorneys, affiliates, licensors, licensees, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including arbitration and/or court costs, and attorney and accounting fees) that IROA Technologies may sustain or incur as a result of any claim against IROA Technologies, including any claim based upon negligence, breach of warranty, tort (including strict liability), contract, or any other theory of law brought by any third parties or by Customer's officers, agents, employees, successors, assigns, or its customers, arising out of, directly or indirectly, the use of IROA Technologies' Products acquired by the Customer, or by reason of Customer's failure to abide by the Terms of Purchase or perform its obligations contained herein and/or provided in the [Product Use Limitations](#), even if IROA Technologies had notice of damages.

4.5. No Liability.

IROA TECHNOLOGIES' MAXIMUM AGGREGATE LIABILITY ARISING OUT OR IN CONNECTION WITH ANY PRODUCT (INCLUDING PRODUCT REAGENT OR SOFTWARE) OR SERVICES IS LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICES PURCHASED. Delivery dates and times are estimates only and IROA Technologies' is not liable (in contract, delict, tort or otherwise) for any losses, expenses, claims or damages caused by a late or failure of delivery.

4.6 *Force Majeure.*

IROA Technologies shall be not liable for failing to perform its obligations hereunder because of circumstances beyond the control of IROA Technologies. Such circumstances shall include (without limitation), any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials (including the Products), acts of God, computer failure, software or equipment failure, failure of Customer to cooperate with the reasonable requests of IROA Technologies, breach of the Terms of Purchase by Customer, or any events reasonably beyond the control of IROA Technologies.

(5) GOVERNING LAW AND ARBITRATION.

All disputes between Customer and IROA Technologies, including arising out of or relating to use of this Website, or any orders and/or the Products (or related services) or to the Website Terms of Use or Terms of Purchase (including their legality, interpretation or application), shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any principles of conflicts of law, and shall be submitted to and exclusively resolved through final and binding arbitration to be administered by the American Arbitration Association in Oakland County, Michigan, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. Each party shall be responsible for its own attorney, expert, and/or other fees, unless such fees are awarded by the arbitrator to the prevailing party. YOU UNDERSTAND THAT BY SUBMITTING TO ARBITRATION, YOU WAIVE YOUR RIGHT TO TRIAL BY JURY.

(6) Miscellaneous.

The Terms of Purchase (and all terms and conditions incorporated therein, together with and including the Website Terms of Use and Privacy Policy, and the Product Use Limitations) constitutes the full understanding and entire agreement between IROA Technologies and Customer, and supersedes any and all prior oral or written understandings and agreements, between IROA Technologies (and/or its affiliates) and Customer with respect to this subject matter. The Terms of Purchase shall inure to the benefit of IROA Technologies and its affiliates, successors, and assigns. No terms, conditions, understandings or agreements purporting to modify, amend or vary the Terms of Purchase shall be binding, except pursuant to a revision made and posted to the Website or otherwise in writing by IROA Technologies. Any delay or failure by IROA Technologies to enforce at any time any of the provisions hereof shall in no way constitute or be deemed or construed to be a waiver of such provisions or to affect the validity of the Terms of Purchase, or any part hereof. If any provision of the Terms of Purchase is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the IROA Technologies. IROA Technologies may assign its rights and duties under the Terms of Purchase to any party at any time without notice to you. You may not assign your rights and duties under the Terms of Purchase to any party at any time. The Terms of Purchase shall survive the completion of performance, cancellation or termination of the Terms of Purchase. The headings contained herein or in any terms referenced herein are for convenience only and shall have no legal or interpretive effect.