

# Studio IQ, LLC

## STANDARD TERMS OF SALE

All sales are subject to the following terms and conditions:

**1. Customer Acknowledgment and Acceptance.**

Customer acknowledges agreement with these Terms of Sale by the placement of an order to purchase a Product or Service from Studio IQ, LLC. All Product orders placed by customer with Seller are subject to acceptance by Seller.

**2. All Sales Made In New Jersey.**

All sales shall be deemed made in the State of New Jersey, USA, regardless of the location of the Customer.

The Customer agrees that any dispute with Studio IQ, LLC arising out of the Customer's purchase from Studio IQ, LLC shall be brought by the Customer exclusively in the state or federal courts situated in the State of New Jersey; and the Customer hereby agrees that such venue is appropriate and that Studio IQ, LLC's agreement to sell and deliver products to the Customer is dependent on this provision.

**3. Purchase Price.**

(a) Prices and promotions are subject to change without notice. Prices for certain governmental, corporate, and institutional customers may be set forth in a bid or other written agreement between the parties.

(b) Payment is due upon shipment, unless terms have been arranged in advance with Studio IQ, LLC. In such case, payment terms shall be as set forth in the agreement.

(c) Unless otherwise stated on the face hereof, stated prices do not include any customs duties, sales, use, value added, excise, federal, state, local or other taxes. All such duties or taxes shall be paid by customer, or, in lieu thereof, customer shall provide Seller with an appropriate tax exemption certificate.

**4. Shipping Terms.**

Shipping terms are: F.O.B. Ringwood, NJ. Studio IQ, LLC will arrange payment for shipping with the carrier, but such costs are the responsibility of Customer. Risk of loss is upon Customer once Studio IQ, LLC delivers the Product to the carrier. Delivery times are estimates only and Studio IQ, LLC shall not be liable for delays.

**5. Vendor License Agreements.**

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

**6. Application Development and Web Design Services**

Studio IQ, LLC will fix bugs in software we develop for the customer. A bug is a software term used to describe a coded function that is not functioning as stated. A function is explained as a discrete process in performing a specific action. An example of a bug would be a math function that does not operate correctly or button that does not provide the correct result or a back button on a Web site that does not move the browser page to the previous page. Corrections to the application code will be made to make the function work as stated and not to how it is developed. A bug is not an interpretation or a preference of a format, layout, or multi-step process. Processes are described in the agreement and supporting documentation.

Studio IQ, LLC will not be held liable for mistakes or errors in a work specification created by the customer. A work specification lists the requested work in terms of design and function. If a work specification does not describe a specific process or action with the necessary details to develop it, Studio IQ, LLC will design and develop the work in the best way possible following proper design and business rules; modifications to the that work or enhancements to the work specification will be handled as a change order. Changes beyond the customer's specification or the work listed in Studio IQ, LLC's agreement with the customer will be handled as a change order.

Modifications to applications and/or Web sites, that are past the date of design and functional lockdown, will be processed as change orders or as new proposals and will be reviewed for consideration during the period of work or after the final delivery of the work at Studio IQ, LLC's discretion. Change orders and new proposals are subject to additional charges.

**7. International.**

Products sold by Studio IQ, LLC, including equipment and software, may be exported from the United States only in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited. Customer warrants and represents 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.

**8. LIMITED MANUFACTURER'S WARRANTY.**

(a) Studio IQ, LLC warrants that it has good title to the hardware Products it sells, and that it has proper authority to license the software Products it distributes

(b) Studio IQ, LLC does not warrant the performance or integrity of any Product, but merely passes through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective Products.

STATEMENTS MADE TO YOU IN THE COURSE OF ANY PRIOR, CURRENT, OR FUTURE SALE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT, (\_\_\_ U.S. C. \_\_\_) (P.L. 105-271). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

(d) STUDIO IQ, LLC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, INCLUDING MERCHANTABILITY AND USE FOR A PARTICULAR PURPOSE.

**9. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL STUDIO IQ, LLC BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OPPORTUNITY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS STATED IN THE MANUFACTURER'S OR PUBLISHER'S END USER WARRANTY ACCOMPANYING THE PRODUCT. IN NO EVENT SHALL STUDIO IQ, LLC'S LIABILITY EXCEED THE REPAIR, REPLACEMENT OR COST OF THE SPECIFIC PRODUCT PURCHASED FROM STUDIO IQ, LLC. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS MAY NOT APPLY. CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

**10. Returns.**

Returns of Products are subject to Studio IQ, LLC's current return policies, which are set forth in the return policy section, subject to any additional or lesser return rights adopted by the manufacturer or publisher.

**11. Exclusive Agreement.**

These Terms of Sale represent the complete and final agreement between the Customer and Studio IQ, LLC for the matters set forth herein, and shall be supplemented only by the prices, quantity, and descriptions set forth in Studio IQ, LLC's invoice for the relevant sale. Terms contained in Customers' purchase orders, offers to buy, terms and conditions, and the like shall have no effect.

**12. General.**

(a) These Terms of Sale and any transactions made under them shall be interpreted by and be subject to the laws of the State of New Jersey.

(b) In the event any section or portion of a section of these Terms of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms of Sale, and the remaining terms shall continue in full force and effect.

(c) Studio IQ, LLC shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

(d) Studio IQ, LLC may modify these Terms of Sale without notice.

## Warranty

You are entitled to the manufacturer's limited expressed warranty, if any, that accompanies the product and or service. Studio IQ, LLC makes no additional or independent warranty. All other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose are disclaimed. Studio IQ, LLC shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit, even if it has been advised of the possibility of such damages; the maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product or an amount equal to or less than 10% of the purchase price of services.

## Return Policy

### Returns for Studio IQ, LLC (The Company)

All returns require prior authorization. Returns must be authorized by The Company within 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 and printers are returnable in the first 30 days for *repair only*. Computers are not returnable for credit or exchange. Special Orders and custom configurations are 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.

Products purchased under specific government or education contracts and or regulations may be subject to different return policies.

Opened software is not returnable to the company. Unopened Software may be returned for refund or exchange within 30 days of invoice date. Multiple software licenses (MLP's, MOLP's, MSOL's, etc.) cannot be returned for exchange or refund unless first authorized by the manufacturer. Multiple Software licenses beyond 30 days of invoice date may not be returned for any reason.

Customer should accept product deemed to be damaged from the carrier. In order to facilitate timely resolution with the carrier, the customer should document the damage with the driver at the point of delivery in order for The Company to file a damage claim as well as arrange for inspection and pick up of the damaged product. Customer must notify The Company within 15 days from arrival or our standard return policy, with current manufacturer restrictions, will override any damage claim.

Prior to shipping your return, please call 1-973-962-0176 to obtain a Return Merchandise Authorization (RMA) number. In order to expedite the process, please have the following information ready: name, invoice #, serial number, issue and manufacturer case number if applicable. Items must be returned within 10 days after receiving your RMA and must be packed in the original, unmarked manufacturer packaging with manuals, software, manufacturer documents, original UPC label, and registration card intact.. Please write your RMA number on the RETURN LABEL on the outside of the package and mail your shipment to:

Studio IQ, LLC  
Returns Department  
**Attn: RMA # (Enter Your RMA# Here)**  
20 Coventry Way  
Ringwood, NJ 07456

**Note:** All Non-Defective returns authorized by The Company are subject to a 15% restocking fee and must be completed within 30 days of invoice. Incomplete returns, unmarked returns missing a (RMA#) or unauthorized returns may be refused or subject to additional fees.

Customer is responsible for shipping charges on RMA returns. Customer also assumes the risk of loss and damage on all return shipments. The Company recommends the use of a reputable freight carrier who can provide proof of delivery (POD) information upon request. The Company also recommends proper packaging and insurance on your return shipment.

The Company may bill the customer and the customer will reimburse The Company for all charges incurred by The Company or its supplier for freight-collect shipments or customer carrier-account shipments that the customer either refuses shipment on, or refuses to pay.