**TERMS AND CONDITIONS**

Customer/Purchaser unconditionally agrees that all goods and/or services provided by Regents of the University of Minnesota (University) in accordance with this Invoice are subject to the following Terms and Conditions, which are the sole and exclusive terms and conditions applicable to this Invoice. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to these Terms and Conditions shall be ignored and have no legal effect. unless initialed by both parties. Any performance under this Invoice will be deemed acceptance of these Terms and Conditions and provisions and specifications on the face of this Invoice. Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, etc.) shall not be binding on the University notwithstanding any legend on such document.

WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, University makes no warranties, express or implied, as to any matter whatsoever. CUSTOMER ACCEPTS THE PRODUCTS OR SERVICES “AS IS,” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. university shall have NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS INVOICE. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS INVOICE.

Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these Terms and Conditions. Any dispute relating to this Invoice shall be heard in state court in Hennepin County, Minnesota and Customer/Purchaser consents to jurisdiction in such courts for this purpose.

Use of University Name. Use of University name, logos, brands, marks, or registered trademarks owned by Regents of University of Minnesota or use of names or likenesses of any University employee in any publicity, advertising, or news release is prohibited.

Payment for all goods and/or services shall be in accordance with the terms stated on the face of this Invoice. Payments are to be made in U.S. dollars.  The University may charge interest on past due accounts at the highest rate permitted by law. A service charge of $30.00 will be assessed on any returned check

Failure to comply with any of these Terms and Conditions shall constitute a default and the University shall be entitled to rights and remedies provided by law including, but not limited to, reasonable attorneys’ fees and any collection costs incurred by the University in the recovery of any sums due from the Customer/Purchaser.