1. AUTHORIZED USE
Unless otherwise labeled, all products offered for sale by Psychology Software Tools, Inc. are for academic study and/or research use only. Products intended for research use only have not been approved or cleared for clinical use. You are solely responsible for the proper and safe use of all products in accordance with manufacturer’s instructions. If used for research purposes, all use of these products must be in compliance with appropriate human subjects’ procedures as they exist within your institution and will be your obligation. It is further agreed that all such human subject protections will under no circumstances be less than those required to be afforded to research subjects under the provisions of Section 45 CFR 46 of the Code of Federal Regulations. Products labeled as a medical device with intended clinical use have strict usage restrictions. Your right to use such product is strictly limited to the statement of intended use on file with the FDA or other similar regulatory bodies in your country, if any.

2. ORDERS

   a) Standard Orders—You may place an order or request a quotation by contacting our sales department via e-mail sales@psnet.com or by calling (412) 449-0078 during normal business hours (Monday–Friday 9:00 a.m. to 5:00 p.m. Eastern Time). Purchase Orders may be faxed to (412) 449-0079 or emailed to sales@psnet.com.

   b) Online Orders—You may place an order 24 hours a day, 7 days a week through our online store (for applicable products). Product availability is subject to change without notice. Our inventory can fluctuate throughout the day, so an item indicated as “in-stock” when you place your order may, in fact, be out-of-stock. In this event, we make every effort to notify you promptly if your order is placed on backorder. If you would prefer not to wait for the item to be in stock again you may cancel your order (see Order Cancellation below). Your order is acknowledged via e-mail or fax after it has been accepted.

   c) Pre-Order Promotions—Pre-order promotions offer advertised discounts in association with an estimated shipping date. Credit card orders are processed and billed immediately. If the estimated ship date will not be fulfilled, you will receive a notification of the new estimated ship date with an option to cancel the order. You can cancel a pre-order at any time prior to shipping for a full refund (see Order Cancellation below). Purchase orders can be placed during a pre-order promotion period. Invoices for pre-orders received on a purchase order will not be processed until the product ships.

3. PAYMENT

   a) (Standard Orders - (United States and Canada) We accept Purchase Orders,Checks, Money Orders, Credit Cards (Visa, Master Card) and International Wire Transfers. Orders for in-stock items that are paid by Money Order, Check, Credit Card or International Wire Transfer are typically processed and shipped within 2-5 business days after receipt of order provided valid verification has been received. Payment terms for approved credit orders are Net 30 days from date of Invoice. A finance charge of 1% will be added for each month an Invoice remains unpaid after 30 days.

   b) Online Orders - We accept only Credit Card orders (Visa, Master Card, Discover, American Express) through our Online Store. Orders for in-stock items placed through our Online Store are typically processed and shipped within 1-2 business days after receipt of order provided valid verification has been received. Orders for items that are delivered via e-mail, such as software product activation codes, are sent immediately upon verification of the customer's credit card information.

   c) International Orders - (Outside of United States and Canada) International orders must be prepaid in US Dollars. Import fees are the responsibility of the purchaser and are due upon delivery. To order you may fax your credit card information to our sales department, attention “International Orders” at +412-449-0078. Or, if you wish to pay by wire transfer, our bank information will be shown on your quotation (pro forma invoice). Shipping and handling charges will be added to the invoice total for all shipments, and will be individually determined by weight, size, cost, and other relevant factors. All prices are in US Dollars. All payments are to be received in US Dollars. No surcharge is added for Credit Card orders. Sales tax is charged where applicable. Psychology Software Tools, Inc. reserves the right to decline orders from or delay shipments to customers with outstanding unpaid invoices.
4. DELIVERY SHIPPING

a) Standard Orders - Orders for in-stock items placed via phone, fax or e-mail, are typically shipped within 2-5 business days after receipt of order provided valid verification has been received. Out of stock or build-to-order items may vary up to 30-90 days. Only complete orders are shipped unless otherwise negotiated. Please refer to your individualized quote for specific delivery terms. Unless otherwise specified at time of order the following shipping methods will be used: USA – UPS Ground; Canada – UPS Standard; International – UPS World Wide Expedited.

b) Online Orders - Orders for items that are delivered via e-mail, such as software product activation codes, are sent immediately upon verification of the customer's credit card information. Orders for in-stock items processed through our Online Store are typically shipped within 1-2 business days after receipt of order. Out of stock or build-to-order items may vary up to 60 days. If an item is out of stock or backordered, you will be contacted with an estimated ship date. Only complete orders are shipped unless otherwise negotiated.

c) Export Restrictions - Psychology Software Tools, Inc. will not export, and you agree that you will not export or re-export, purchased products to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Libya, North Korea, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

d) Order Cancellation - To cancel an order you have placed with Psychology Software Tools, Inc., you must promptly contact Customer Service by e-mail sales@pstnet.com or by phone (412) 449-0078. Every effort will be made to accommodate the cancellation of your order as long as it has not yet shipped. When contacting Customer Service to cancel an order, please be ready to provide your name, the order number, and your contact information. Please note that if the item has shipped, the order cannot be canceled. In this case, you can request to return the item for a refund (minus shipping costs), see Returns below.

e) Returns and Refunds - All return items, must be pre-authorized and issued a corresponding Return Merchandise Authorization (RMA) number. The RMA number is valid for 45 days. If the RMA number is no longer valid, customer will contact Psychology Software Tools, Inc. for a new RMA number. Psychology Software Tools, Inc. will not accept product returns without an RMA number. To return items, e-mail sales@pstnet.com to obtain an RMA number. Please ensure that all equipment is fully decontaminated before returning. PST will refuse service if an item does not appear to meet the OSHA safe handling standards. Shipping cost is not refundable. Buyer assumes all shipping costs for returns. Buyers that request a refund on an abandoned package will assume the cost of return of the package to PST.

f) Software Products - Within 30 days of purchase Software products may be returned for a refund for any reason. Software products must be returned in original packaging and in a resalable condition or a restocking fee of 15% of the invoice price will be assessed. An additional license termination process is required for approval of returns of Software products employing software licensing methods.

g) Hardware Products - Within 90 days of purchase Hardware Products may be returned for a refund for any reason. Hardware products must be returned in original crate and packaging and in a resalable condition. A restocking fee of 15% of the invoice price will be assessed. Products shipped via a crate container must be returned in the original container or additional return charges for the delivery of replacement crates and additional shipment charges will apply.

h) Software/Hardware Hybrid Products - Within 90 days of purchase Software/Hardware Hybrid Products (e.g., MoTrak) may be returned for a refund for any reason. Software/Hardware Hybrid products must be returned in original crate and packaging and in a resalable condition. A restocking fee of 15% of the invoice price will be assessed. Products shipped via a crate container must be returned in the original container or additional return charges for the delivery of replacement crates and additional shipment charges will apply.

i) Other Products - Software product activation codes and similar products delivered via e-mail are non-returnable and non-refundable. Within 90 days of purchase Textbook products may be returned for a refund for any reason. Textbook products must be returned in original sealed packaging and in a resalable condition. A restocking fee of 15% of the invoice price will be assessed.
5. WARRANTY
a) Limited Warranty - Psychology Software Tools, Inc. warrants that Software products will perform substantially in accordance with the accompanying written materials for a period of sixty (60) days from the date of receipt. Psychology Software Tools, Inc. warrants that Hardware products will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Hardware products serviced/repairsd by Psychology Software Tools, Inc. are warranted against defects in workmanship and materials for a period of 90 days, or the remainder of the original warranty period, whichever is greater. Refurbished hardware products are warranted against defects in materials and workmanship for a period of ninety (90) days from the date of receipt.

b) Extended Limited Warranty - Select products include the option of purchasing an Extended Limited Warranty. Please contact sales@pntnet.com to determine if your product offers an optional Extended Limited Warranty and carries any related additional Terms and Conditions.

c) Warranty Procedure - Please contact customer support info@pntnet.com for help in determining whether a product appears to be defective. If it is, customer support will issue a corresponding Return Merchandise Authorization (RMA) number and provide further instructions for returning the item. All items returned for warranty or repair, must be pre-authorized and issued an RMA number. Psychology Software Tools, Inc. will not accept product returns without an RMA number. Psychology Software Tools, Inc. reserves the right to void product warranty if security seals are not intact.

d) No Other Warranties - To the maximum extent permitted by applicable law, Psychology Software Tools, Inc. and its suppliers’ disclaim all other warranties, either expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the product and accompanying written materials. This Limited Warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction. Any implied warranties on Software or Hardware products are limited to sixty (60) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. If you acquired the product in the United States of America, this Limited Warranty is governed by the laws of the Commonwealth of Pennsylvania, U.S.A. If you acquired the product outside the United States of America, local law may apply.

e) Customer Remedies - Psychology Software Tools, Inc. and its suppliers’ entire liability and your exclusive remedy shall be, at Psychology Software Tools, Inc. option, either (a) return of the price paid, less shipping and handling, and any applicable restocking fee, or (b) repair or replacement of the product that does not meet this Limited Warranty and which is returned to Psychology Software Tools, Inc. with a copy of your receipt. This Limited Warranty is void if failure of the product has resulted from accident, abuse, or misapplication. Any replacement product or hardware will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

f) No Liability for Consequential Damages - To the maximum extent permitted by applicable law, in no event shall Psychology Software Tools, Inc. or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including without limitation damages for loss of business/educational/research profits, business/educational/research interruption, loss of business/educational/research information, or any other pecuniary loss) arising out of the use of or inability to use the product, even if PST has been advised of the possibility of such damages. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.