



CodeSource

4115 Mesa Drive
Denton, TX 76207
(940) 891-1281
(940) 484-7234 Fax

Terms of Sale

- 1. Acceptance.** The following terms and conditions of sale are applicable to all sales of Products or Services, and all quotations, order acknowledgements, and invoices from CodeSource (Seller) and to all Purchase Orders from Seller's customers ("Purchasers") and are the only terms and conditions applicable to the sale of Seller's Products or Services, except those relating solely to prices, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, or descriptions of the products set forth in Purchaser's Purchase Orders. Purchase Orders, if accepted by Seller, are accepted subject to the terms and conditions set forth herein. SELLER HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER'S BUSINESS FORMS OR IN PURCHASER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND OF NO EFFECT UNLESS SPECIFICALLY AGREED TO BY SELLER IN WRITING. Purchaser's acceptance of Products or Services called for in said Purchase Order shall constitute its acceptance of the following terms and conditions of sale.
- 2. Quotations.** Quotations are only valid in writing and for 60 days from the date of the quotation unless otherwise notified. Prices, specifications and dates for delivery referenced in Seller's quotations are for information purposes only and shall not be binding on Seller until all technical requirements have been agreed and Seller has accepted Purchaser's order. All orders must be bona fide commitments showing definite prices and quantities and mutually agreed shipping dates.
- 3. Taxes.** Prices do not include sales or excise taxes, which shall be paid by the Purchaser unless Purchaser provides Seller with any tax exemption certificate.
- 4. Terms of Payment.** Each shipment shall be a separate transaction and Purchaser will be invoiced on date of dispatch. Unless otherwise stated on Seller's invoice; A) terms of payment shall be net thirty (30) days from the date of the invoice, unless Seller requires, in its sole discretion, payment in advance. B) On Purchase Orders of \$10,000 and less than \$25,000; terms of payment shall be 50% with the placement of the Purchase Order and 50% 30 days from the date of the invoice. C) Purchase Orders greater than \$25,000; terms of payment shall be 33% with the placement of the Purchase Order, 33% at the time of invoice and the remaining 34% 30 days from the date of the invoice. Credit or Purchase (P) card payments are accepted, credit card charges over \$10,000 are subject to additional fees of 2.5% per payment. If Purchaser fails to make any payment due hereunder when due, Seller may recover, in addition to the payment interest thereon at the rate of 1 1/2% per month and reasonable attorney's fees and costs.
- 5. Shipment and Delivery.** All products will be shipped F.O.B. Seller's shipping point. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. In the absence of specific instructions, Seller will select the carrier; ship prepaid and add the charges to the invoice. Title and risk of loss or damage to any products sold hereunder shall pass from the Seller to the Purchaser upon delivery by Seller to the possession of the carrier. All products shall be deemed finally inspected and accepted within ten days after delivery unless notice of rejection is given in writing to Seller within such period.
- 6. Cancellation.** Purchaser may cancel orders only upon reasonable advanced written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a cancellation charge of 20% of the initial price quoted. Seller's determination of such termination charges shall be conclusive.
- 7. Returned Goods.** Except as otherwise provided with respect to warranty defects, advance written permission to return Goods must be obtained from Seller. Such goods must be current, unused, catalogued Goods and must be shipped, transportation prepaid, to Seller's designated shipping point. Returns made without proper written permission will not be accepted by Seller. Credit for such returned Goods will be at the billing price or current price, whichever is lower, from which will be deducted an inspection and repacking charge and the cost of any reconditioning. Seller reserves the right to inspect the Goods prior to authorizing return.
- 8. Limitation of Warranties.** The warranties for Third-Party Hardware and Third-Party Software shall run directly from the manufacturers of such hardware and software to Purchaser. SELLER MAKES NOT WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD-PARTY HARDWARE OR THE THIRD-PARTY SOFTWARE. IF THIRD-PARTY MANUFACTURERS DO NOT OFFER WARRANTIES TO THE PURCHASER, THEN PURCHASER ACCEPTS THE THIRD-PARTY HARDWARE or SOFTWARE "AS IS". The period of this warranty begins on the date that the Goods are shipped by the Seller to Purchaser and continues for a period that varies depending on the product and the manufacturer. Seller shall assist Purchaser in the processing of the Warranty Claim. The policies and procedures of the Third-Party manufacturers must be adhered to at the time of the claim.
- 9. Limitation of Liability and Purchaser Indemnity.** IN NO EVENT, REGARDLESS OF THE FORM OF ACTION, SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF THE SALE OF ITS PRODUCTS TO PURCHASER OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF USE, BUSINESS, GOODWILL, OR PROFITS, AND CLAIMS ARISING OUT OF THIRD-PARTY ACTIONS, REGARDLESS OF WHETHER SUCH THIRD-PARTY ACTIONS, OR ANY OTHER CLAIMS, LOSSES, OR DAMAGES, WERE REASONABLY FORSEEABLE TO PURCHASER OR SELLER. PURCHASER'S EXCLUSIVE REMEDY ARISING OUT OF ITS PURCHASE AND USE OF SELLER'S PRODUCTS, OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE CONTRACT, SHALL BE FOR DAMAGES AND NO CLAIM OR CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WARRANTY AND STRICT LIABILITY), STATUTORY OR REGULATORY PROVISIONS, INDEMNITY, CONTRIBUTION, OR OTHERWISE, SHALL BE GREATER IN AMOUNT IN AGGREGATE THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.
- 10. Force Majeure.** Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any event beyond the control of Seller. If any such event occurs, Seller may allocate production and deliveries among Seller's customers.
- 11. Software and Proprietary Information.** Seller at all times have and retain title and full ownership of all software, firmware programming routines, and documentation thereof supplied by Seller for use with the equipment, and all copies thereof made by Purchaser. Seller grants Purchaser a non-exclusive and non-transferable license to use such software solely for use with the equipment. Purchaser shall take all reasonable steps to protect Seller's proprietary interest in the software, and any other proprietary information of Seller, and shall not transfer or otherwise provide the software to any third party.