



## GENERAL DATA TERMS AND CONDITIONS

**Formation of Contract of Sale:** AGREEMENT between General Data Co., Inc., 4354 Ferguson Dr., Cincinnati OH, 45245 (GDC) and CUSTOMER whose name appears on the front of this invoice for the sale to CUSTOMER of products manufactured by or for GDC (GDC Mfg. Products) and/or products supplied by others and distributed by GDC (Distributed Products). Unless otherwise designated, references in this Agreement to products include new and used GDC Mfg. Products and Distributed Products. CUSTOMER and GDC agree that all products acquired from GDC shall be subject to the terms and conditions of this Agreement. Maintenance services and software licenses are not provided for in this Agreement, but are provided by GDC only by separate agreement. If any of the provisions of CUSTOMER'S purchase order or other writings are in addition to or in conflict with the terms and conditions of this acknowledgment, or are ambiguous, those additional, conflicting, or ambiguous terms and conditions are expressly rejected and the terms and conditions of this acknowledgment shall govern. These terms and conditions may not be varied, or CUSTOMER'S order terminated in any manner unless by a written agreement subsequently signed by an officer, or GDC. Other representatives of GDC are not authorized to vary the conditions herein set forth. The CUSTOMER agrees to accept product, warranty service, and programming services under the terms and conditions of this Agreement. The CUSTOMER agrees with respect to products, to accept the responsibility of (1) their selection to achieve the CUSTOMER'S intended results, (2) their use, and (3) the results obtained therefrom. The CUSTOMER also has the responsibility for the selection and use of, and results obtained from, any other equipment, programs, or services, acquired outside this Agreement used with the products and programming.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THIS AGREEMENT AND ANY OTHER APPLICABLE GDC AGREEMENTS, AMENDMENTS, MODIFICATIONS, AND EXHIBITS, INCLUDING THOSE EFFECTIVE IN THE FUTURE REFERENCING THIS AGREEMENT OR EXPRESSLY MADE A PART HEREOF, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF.

**1. AGREEMENT TO PURCHASE:** GDC agrees to sell and CUSTOMER agrees to purchase the products set forth on CUSTOMER'S purchase orders, which are accepted by GDC, whether or not such P.O.'s reference this Agreement.

**2. PRICES & PAYMENT:** All billings for products and services will be GDC's then current published list price in effect at the time CUSTOMER'S purchase order is received. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of federal, state, and local excise, sales and similar taxes. Such taxes, when applicable, will appear as additional items on invoices. If exemption from such taxes is claimed, CUSTOMER MUST PROVIDE A CERTIFICATE OF EXEMPTION AT THE TIME OF PURCHASE ORDER. Payment assurances are required for all orders for non-standard GDC products (whether custom or special ordered) all such orders are non-cancelable. Payment terms are prepaid, COD, or open account. GDC accepts MasterCard, Visa, or American Express for your convenience and have arranged for UPS COD shipments. Purchasing on open account can only commence after receipt of a completed and approved credit application. GDC reserves the right to revoke open account status without notice. Upon approval of credit by GDC, terms of payment are net 30 days from date of invoice. Amounts not paid within 30 days after billing date are subject to a late payment charge at the rate of 1.5% per month; or the maximum amount permitted by law. This late payment charge from previous month(s) shall be added to the balance and the late payment charge will be calculated on the total balance. Each shipment is considered a separate and independent transaction and payment shall be made accordingly. Checks returned unpaid to our bank are subject to a \$25 handling fee. Customer with returned checks will forfeit Open Account status and will be served on a C.O.D./Certified or Cashier's Check basis only until further notice.

**3. TAXES:** In addition to purchase price, Customer agrees to pay amounts equal to any taxes or fees resulting from this Agreement or any activities hereunder, exclusive of taxes based on GDC's net income. CUSTOMER shall bear any personal property taxes after shipment.

**4. TITLE:** Title passes to the CUSTOMER for each product when shipped or on the date GDC receives CUSTOMER'S order for its purchase, whichever is later.

**5. SHIPMENT:** All domestic shipments are F.O.B. factory. Title and risk of loss pass to CUSTOMER upon delivery to carrier at shipping point and the carrier acting as CUSTOMER'S agent. GDC will make its best effort to comply with carrier and/or method of shipment by CUSTOMER, but shipper will select carrier. All freight charges from point of original manufacture are to be paid by CUSTOMER. For non-domestic shipments, if the goods are to be delivered outside the United States, the cost of export packing and all export duties, license and fees will be borne by CUSTOMER. GDC upon request will confirm and amend as necessary, the Estimated Shipment date of each on-order product. Prior to shipment, GDC will make reasonable accommodation to a CUSTOMER-requested delay, and, if CUSTOMER delays delivery more than 30 days, CUSTOMER shall pay a warehouse charge of 1% for the first month thereafter, 2% for the second month thereafter, and 3% for each month thereafter. Failure by CUSTOMER to accept delivery of all products ordered subject to a quantity discount shall entitle GDC to immediately invoice and CUSTOMER agrees to pay, for the products at the then current prices applicable to the quantity actually delivered. For products installed by GDC, warranty start and commencement of warranty shall be when GDC demonstrates the product is installed ready to use. For all other products, acceptance and commencement of the warranty shall be on shipment. Customer should inspect all goods upon receipt. In the event that goods are damaged in shipment, it is the responsibility of the customer to contact the freight carrier, arrange for inspection and submit claim for any damages. All claims for damaged shipments must be submitted to the carrier within 10 days of receipt. As a courtesy, GDC will assist CUSTOMER in the filing of freight claims.

**6. SECURITY INTEREST:** GDC reserves a purchase money security interest in each product and any proceeds there from until payment in full is received by GDC. CUSTOMER agrees to sign financing statements or other appropriate documents to permit GDC to perfect GDC's purchase money security interest. In the alternative, GDC may file a copy of this Agreement to perfect GDC's security interest, in which event information concerning the security interest may be obtained from GDC.

**7. DELIVERIES:** GDC will make a reasonable effort to meet the proposed delivery schedule, but shall not be liable for loss or damage resulting from delay in delivery due to causes beyond GDC's control. Examples of such causes are: acts of God, war, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation, fuel facilities, energy, labor or procurement of materials. In the event of any delay caused by such contingency, GDC may defer the delivery date for a period of time lost by the reason of such delay. Delivery dates are based upon receipt by GDC of all data, materials, or specifications to be furnished by the purchaser.

### 8. WARRANTIES

8.1 Warranties for GDC Manufactured (Mfg.) Products: GDC Mfg. Products acquired under this Agreement will be (1) newly manufactured by or for GDC from new and serviceable used parts, which are equivalent to new in performance, (2) assembled by or for GDC from serviceable used parts, or (3) products which have been previously installed. GDC warrants that on the date of delivery or installation if applicable, and for the period set forth in the product specifications for each product, the GDC Mfg. Products acquired hereunder will be in good working order and will conform to their published specifications, which are available upon request. In the event of a malfunction or defect during the warranty period, as GDC's sole obligation and CUSTOMER'S sole remedy, GDC agrees, at its option and expense, to repair or replace the malfunctioning products, which are delivered to GDC for repair.

8.2 Warranties for Distributed Products: The warranty for Distributed Products acquired under this Agreement, shall be the warranties, if any, passed through to CUSTOMER by the manufacturer and/or supplier of the Distributed Products. DISTRIBUTED PRODUCTS AND ANY OTHER NON-GDC MFG. PRODUCTS ARE NOT WARRANTED BY GDC AND ARE SOLD TO THE CUSTOMER ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, THE MANUFACTURERS WARRANTY, IF ANY, MAY APPLY, AND THE CUSTOMER MUST DEAL WITH THE MANUFACTURER ON SUCH MATTERS.

8.3 Other Warranty Provisions and Warranty Disclaimer: The above warranties extend solely to CUSTOMER and all warranty claims must be made by CUSTOMER and not by customers of CUSTOMER. Repair or replacement under warranty provisions shall neither increase nor decrease the warranty period. FOR PRODUCTS RETURNED TO GDC UNDER WARRANTY, CUSTOMER MUST CONTACT GDC AND OBTAIN A RETURN AUTHORIZATION NUMBER BEFORE THE PRODUCTS MAY BE RETURNED. ON RECEIPT OF AUTHORIZATION TO RETURN THE PRODUCT, CUSTOMER SHALL RETURN THE PRODUCT'S FREIGHT PREPAID. GDC SHALL HAVE NO OBLIGATION TO REPAIR OR REPLACE PARTS OR PRODUCTS WHICH: (1) BY THEIR NATURE ARE EXPENDABLE SUCH AS RIBBONS, LIGHT BULBS, ETC. OR (2) ARE DAMAGED BY FAILURE TO PROPERLY MAINTAIN PRODUCTS OR PROPERLY MAINTAIN A SUITABLE ENVIRONMENT, NEGLIGENCE, MISUSE, ACCIDENT, ACTS OF GOD, ACTS OF THIRD PARTIES, USE WITH PRODUCTS NOT SUPPLIED BY GDC FOR SUCH PURPOSE, OR MAINTENANCE PERFORMED BY PERSONS OTHER THAN GDC. The Warranties under the Agreement are in lieu of any conflicting statement of limited warranty included with a product shipment, except that for products that are subject to Federal or State consumer warranty laws, the statement of limited warranty included with a machine shipment applies. GDC does not warrant that the operation of the products will be uninterrupted or error free. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION.

**9. ON-SITE WARRANTY OPTION:** Provided CUSTOMER has purchased the on-site option and the required installation within GDC's service zone, warranty services for products designated by GDC as having on-site warranty service options will be performed at CUSTOMER'S facility at no charge, and outside GDC's service zone, warranty services will be performed at CUSTOMER'S facility only upon GDC's prior Agreement and CUSTOMER shall pay any applicable zone charges. On-site warranty services are provided only at the initial installation location, if products eligible for on-site warranty are moved from the initial installation location, the warranty will remain in effect only if CUSTOMER buys additional inspection or installation services from GDC or an authorized GDC reseller at the new location.

**10. PRINTING CONSUMABLES:** Use of non-approved media supplies, toner, labels and ribbon products, may have a material effect on and in some cases may void your warranty and/or maintenance contract. Please contact your GDC Sales Representative for a list of authorized suppliers.

**11. RESERVATION OF RIGHTS:** GDC reserves the right to change its product and service offerings at any time by adding or deleting items or by changing the specifications or pricing of existing items without prior notice.

### 12. PATENTS AND COPYRIGHTS

12.1 GDC Mfg. Products: GDC will at its expense, defend the customer against any claim that any GDC Mfg. Product supplied hereunder infringes an existing patent or copyright in the United States, and will pay all costs, damages, and attorney fees that a court finally awards as a result of such a claim. To qualify for such defense and payment, the CUSTOMER must: (1) Give GDC prompt written notice of any such claim; and (2) Allow GDC to control and fully cooperate with GDC in, the defense and all related settlement negotiations. GDC's obligation under this Section is conditioned on the CUSTOMER'S agreement that if the operations of the GDC Mfg. Product becomes, or in GDC's opinion are likely to become, the subject of such a claim, CUSTOMER will permit GDC, at its option and expense, either to procure the right for the CUSTOMER to continue using the GDC Mfg. Product or to replace or modify them so that they become non-infringing; however, if neither of the foregoing alternatives are available on terms which are reasonable in GDC's sole judgment, the CUSTOMER will return the affected GDC Mfg. Product upon written request by GDC. GDC agrees to grant the CUSTOMER a credit for returned products as depreciated. The depreciation shall be an equal amount per year over the life of the product as established by GDC. GDC shall have no obligation with respect to any such claim based upon the CUSTOMER'S modification of the products or their combination, operation, use with other than GDC Mfg. Products and the direct or contributory infringement of any process patent using products furnished hereunder. Sale of products or any parts thereof by GDC does not confer upon CUSTOMER a license under any patent rights or copyrights of GDC. This section states GDC's entire obligation to the CUSTOMER regarding infringement or the like.

12.2 Distributed Products: Except to the extent obligations regarding patents and copyrights may be passed through to CUSTOMER by the manufacturer and/or supplier of Distributed Products, there are no obligations to CUSTOMER or third parties regarding patents or copyrights for Distributed Products acquired under this Agreement.

**13. LIMITATION OF REMEDIES:** The entire liability of GDC, its suppliers and independent contractors, and the CUSTOMER'S exclusive remedy are set forth in this section. The liability of GDC, its suppliers, and independent contractors for damages to CUSTOMER for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the amount paid to GDC for the products which caused the damages or that are the subject matter of, or are directly related to the course of action. The foregoing limitation of liability will not apply to the payment of costs, damages and attorneys' fees referred to in the Section entitled PATENTS and COPYRIGHTS, or to claims by CUSTOMER for personal injury or damage to real property or tangible property caused by the negligence of GDC, its suppliers, or independent contractors. In no event will GDC, its suppliers, or independent contractors, be liable for any damages caused by the CUSTOMER'S failure to perform the CUSTOMER'S responsibilities or for any lost profits, lost savings, or incidental damages, or any other consequential damages, even if GDC, its suppliers, or independent contractors have been advised of the possibility of such damages, or for any claim by the CUSTOMER based on any third party claim, except as provided in the sections entitled Patents and Copyrights.

**14. CANCELLATION:** Default of Bankruptcy. In the event of any default by CUSTOMER, or the bankruptcy, insolvency, or receivership of CUSTOMER, GDC may decline to make further shipment and/or terminate this Agreement without in any way affecting its right and remedies including, but not limited to, any right to cancellation and/or bill back charges. If GDC continues to make shipments after default by CUSTOMER, GDC's action shall not constitute a waiver nor in any way affect GDC's legal remedies.

**15. RETURNS:** Returns are only originated with the issuance of an RA number from GDC. Any product returned to GDC must be unused and complete. If the product has been used and subjected to wear and tear, it may not be returned. Custom labels produced by GDC have a 6 month limit on return, whether or not customer deems label faulty. All manuals and accessories must be in the original shipping carton with all packing materials. All products returned to GDC for credit must meet these conditions before credit is applied. Such returns are subject to a 25% restocking fee. LASER PRINTERS AND SPECIAL ORDERS MAY NOT BE RETURNED TO GDC FOR CREDIT OR REPLACEMENT. Authorized returns are for credit or exchange only. GDC does not offer cash refunds. The RA number must be printed on the label- NOT THE ORIGINAL CARTON. To avoid being charged for a damaged carton, CUSTOMER is advised to pack the original carton inside another box. If all material (including power cords, manuals, disks, packing material, etc.) is not returned, GDC will charge CUSTOMER for missing items or reject the proposed return.

**16. SOFTWARE LICENSE:** If this Agreement includes the sale of equipment with software products or the use of software products, delivery or such equipment/products is conditioned on buyer's executing the appropriate software license Agreement. CUSTOMER agrees that all Software furnished hereunder is copyrighted by and shall remain the property of GDC and/or Author. CUSTOMER further agrees not to copy, in whole or part, such software products in any form furnished by GDC, nor to sell, assign or transfer any rights in such software except as may be permitted under the software license Agreement.

**17. THIRD PARTY PRODUCTS:** GDC may recommend CUSTOMER third parties having products or services which may be of interest to CUSTOMER for use in conjunction with the products acquired hereunder. Notwithstanding any GDC recommendation, referral, or introduction, CUSTOMER will independently investigate and test third party products and services and will have sole responsibility for determining suitability for use of third party products or services. GDC has no liability with respect to claims relating to or arising from the use of third party products or services.

**18. CONTROLLING LAW:** This Agreement shall be governed by, subject to, and construed according to the laws of the State of Ohio. For purpose of applying Ohio law, this Agreement shall be deemed to have been entered into and wholly performed in Clermont County, Ohio. The parties hereby agree that any dispute relating to this Agreement or the products sold hereunder shall be subject to jurisdiction of the courts within Clermont County, Ohio or Federal Court for the Southern District of Ohio.

### 19. GENERAL

19.1 This Agreement may not be assigned or modified with respect to all or part of the products without the prior written consent of authorized representatives of the parties, except that GDC may assign its right to receive payments without CUSTOMER'S consent. GDC services described in this Agreement may be rendered by the use of GDC selected independent contractors. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, provided that with respect to any material provision held to be illegal or unenforceable, the parties shall negotiate in good faith to achieve a legally enforceable provision which most closely approximates the original intent of the parties. GDC and/or CUSTOMER are not responsible for failure to fulfill their obligations under this Agreement due to causes beyond their control. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen or in the case of an action for non-payment, more than two years from the date the last payment was made, or was due in the event no payments were made under this Agreement. If the CUSTOMER fails to make payments due hereunder and GDC repossesses a product as provided by law, the CUSTOMER agrees to pay all costs and expenses of repossession, including reasonable attorney's fees.

19.2 Any Term or Condition herein that is in violation of State or Federal-bidding requirements will be null and void for government rights.

19.3 Stenographical, typographical, and clerical errors are subject to correction.

**NON-DISCRIMINATION:** By acceptance of this order, GDC certifies that it will comply with E.O.11246, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended, and the Rehabilitation Act of 1973, as amended.