



1245 Bridger Hills Dr.
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TERMS AND CONDITIONS OF SALE

This proposal is confidential, and may not be divulged to a third party without the prior written consent of DAQ Systems. This Proposal supersedes all previous proposals. Please send any documents via Federal Express not via the postal service!

1. **Acceptance of terms** The Buyer accepts these Terms and Conditions by furnishing credit card information, depositing funds as called for in a Letter-of-Credit, issuing a Purchase Order (P.O.) referencing this proposal by number or wiring the required funds into the Seller's bank account. For The Seller may at his sole discretion require copies of this Proposal to be signed by both parties. In this case each party must possess a mutually signed copy for this Proposal to become valid.
2. **Validity** These terms are valid until X weeks from the date of this Proposal, during which time the Seller may amend, modify, or cancel this quotation, unless it has been formally accepted by the Buyer. After formal acceptance, this Proposal becomes a legal contract, and no term may be changed without written mutual consent in the form of a Change Order detailing the specific changes. No other agreement, whether verbal or in writing, shall supersede any term of this agreement, and no other agreement is valid unless included in this agreement.
3. **Complete Agreement** This agreement represents the entire agreement of the parties. There are no oral representations, side agreements or forms (other than a P.O.) in effect or required for payment. Any term in the Buyer's P.O. that conflicts with a term or terms of the Seller's Proposal is invalid. This agreement may not be modified, amended, or supplemented, except by terms expressed in writing that reference this Proposal and are signed by both parties.
4. **Wire instructions** The preferred method of payment is via electronic funds transfer (EFT):

DAQ Systems, LLC

FIRST INTERSTATE BANK, 2800 W. Main Street, Bozeman, MT 59771

Routing No.: Call

Account No.: Call

Note: The Buyer is responsible for all wire-transfer fees. The full ("TOTAL") amount as stated above must be deposited into the Seller's account without any bank fees deducted. It is the Buyer's responsibility to inform the Seller of any wire transfers -- failure to do so will delay the shipment.

5. **Payment terms** All payments are due in our office or bank account within 30 days after the invoice and goods have been received. The Seller may at its discretion, impose a penalty of 1.5% per month interest or \$100 (whichever is greater) on late payments. An invoice is considered as received by the Buyer if it has been signed for by any employee or representative of the Buyer. Buyer agrees not to delay payment if one or more items in the order *appear* not to be in proper working order. In this case Buyer must return within 30 days any item believed defective and pay the balance for the items not returned. If returned items are found to be in good working order Buyer is liable for standard shop time expended but not to exceed one hour per returned item. Buyer also agrees not to delay payment due to

internal matters such as failure to complete acceptance tests within the 30-day time frame or personnel not being available to process the invoice.

6. **Ship-to address** Buyer must supply a ship-to address and telephone number in the format given below at the time this Proposal is accepted.

Buyer's name

Organization

Street address, City, State or Territory, Zip code

Telephone contact

7. **Damage resulting from security flaws** The Seller is not responsible for any damages that may result from security flaws in the operating system or failures that may occur due to the Buyer's failure to implement appropriate security measures.
8. **Technical support** XX hours of free technical start-up support is provided plus a training class (if explicitly included in this document as a line item above). Support queries resulting from software or hardware errors or mistakes and omissions in the documentation are not charged against the free support hours. When free support is exhausted, DAQ Systems offers fee-based support. It is the Buyer's responsibility to understand the limitations and conditions of technical support by viewing the policy details at www.daqsystems.com/documents.
9. **Configuration files** It is the Buyer's responsibility to edit the configuration files for the Buyer's application.
10. **Product usability** The Seller disclaims any warranty of usability or fitness for a particular application unless explicitly stated in this proposal.
11. **Ship date** The Seller agrees to ship within XX weeks ARO (After Receipt of Order). This period of time does not include holidays or the days lost due to the Buyer not informing the seller of a wire transfer of funds. All agreements must refer to the ship date rather than the delivery date. The US holidays for which the Seller's offices are closed are:
- Christmas—New Year (December—January): 2 weeks (approximately)
 - Veterans Day (February): 1 day
 - Memorial Day (May): 1 day
 - Company Summer Break: Last 2 weeks in June
 - Independence Day (July): 3 days
 - Labor Day (September): 2 days
 - Thanksgiving (November): 3 days
12. **Shipping costs** If DAQ Systems pays for shipping and the charge is stated in this Proposal, no shipper's invoice(s) will be sent to the Buyer and the Buyer agrees to pay the stated shipping charges. If the shipping cost is TBD, DAQ Systems will invoice the shipping charges separately.
13. **Extra Courier Service.** When the Buyer requires the Seller to deliver the items to a shipper's office (rather than pickup at the Seller's place of business) the Seller will bill the buyer at the rate of \$40 per hour plus \$0.40 per mile, from the Seller's office to the shipper's office.
14. **Split shipments.** Unless otherwise stated, order will "ship complete" or all items ship at once. Customer may elect opt for split shipping if the all extra costs are covered with the extra shipment(s).
15. **Taxes, import fees, and other charges** The Buyer is responsible for the payment of any duties, tariff, taxes, export fees, import fees, and any other charges not included in this proposal. All requests for payment of such fees or taxes will be forwarded to the Buyer for payment.
16. **Returns** Stock items ("S") may be returned within 4 weeks for a refund minus 10% restocking (on the first of multiple identical items), plus any shipping/export/import fees that the Seller has paid. The restocking fee for the second of multiple identical items is 15%, and for the third and each additional item it is 25%. The Seller may, at its sole discretion, waive or reduce the restocking fee. The return of

non-stock (“NS”) items and the associated restocking fee is at the sole discretion of the Seller. Custom items (“C”) are non-cancelable and non-returnable. The Buyer is liable for full payment for all custom items at the time of purchase.

17. **Change Orders** After formal acceptance of this Proposal, the Buyer may add, delete, or make changes via a Change Order, which must be signed by both parties. The Seller may make reasonable charges for lost or extra time expended or for the cancellation of third-party items already purchased.
18. **Disclaimer for life-support or mission-critical applications** All products offered for sale by the Seller are not suitable for use in life-support systems or applications whereby failure of the Seller’s products could result in catastrophic damage.
19. **Disclaimer for user modifications and repairs** The Seller is not responsible for any damages that may result from repairs or modifications performed by the Buyer or any of its representatives.
20. **Software and hardware upgrades and additions** From time to time, and at its sole discretion, the Seller may offer the Buyer free or discounted versions or upgrades to the software or hardware. Any other software or hardware that the Buyer adds independently, including upgrades to the operating system, security patches, software modifications, or add-on cards, are solely at the Buyer’s risk, and the Seller assumes no responsibility for costs associated with any repairs made necessary by any such Buyer-initiated changes.
21. **Obsolete products** The Seller will support its products for a minimum of 5 years after delivery. After this period, the Seller may require the Buyer to upgrade to current models if any errors occur.
22. **Third-party items** Third party item(s) are hardware or software procured from another company or downloaded from the Internet. The Seller does not provide warranties or free support for such items. Specifically, the Seller does not provide free technical support for Earthworm, SUDS or MATLAB. The Seller’s sole responsibility is to correct bugs that the Buyer can demonstrate in the software that the Seller’s has provided. The Seller reserves the right to charge the Buyer for erroneous bug reports.
23. **Ownership transferal** If the Buyer transfers ownership to a new party, this agreement will apply in its entirety to the new owner. The Seller specifically disallows any new or contradictory term or condition, extension or enhancement of the warranty as part of the ownership transferal.
24. **Library support** DAQ Systems includes Java and “C” libraries for the DAQ24USB. These libraries are provided on an as-is basis for developers and without free support.
25. **Calibration information** The Seller checks important system parameters to verify that these conform to nominal and typical values (included in the “Test Sheet” or “Factory Acceptance Test”). It is the Buyer’s responsibility to arrange for periodic calibration services, as required by the application.
26. **Consequential damage** The Seller disclaims liability for any damage that may result from product defects or documentation errors. The Seller’s total liability is limited to the purchase price. In no case is the Seller liable for lost time or production, business interruption, lost profits, or goodwill, inconvenience, injury, or death as a consequence of the Buyer’s use of the Seller’s products. The Buyer’s sole recourse if any of the Seller’s products fail to meet the specifications is to return the products for a refund under the terms of the Seller’s warranty. It is the Buyer’s responsibility to have adequate insurance to cover any losses not covered by the Seller’s warranty.
27. **Conflict resolution** The Buyer and the Seller will attempt to settle disputes by arbitration of an uninterested third party. If there is any legal proceeding, it will take place in Gallatin County, Montana.
28. **On-site installation work** If on-site work is included, the Seller is not responsible for defects in the Buyer’s communication network, power system, or lack of preparedness or access on the agreed-upon installation date(s). The Buyer agrees to pay all associated costs, including time, lodging, meals, transportation, and incidentals, that may result due to delays not caused by the Seller or the Seller-arranged installer(s).
29. **Documentation** The Seller believes that all its documentation is correct; however, in the event of any errors, the Seller will correct any error(s) and provide a new PDF copy via e-mail. The documentation provided are operational and user manuals, test data, application notes and drawings (not site-specific). The drawings have sufficient detail for the Buyer to install the equipment. Site-specific drawings (showing the equipment on a floor plan or elevation view, and with power, Ethernet, and other cable routing, etc.) can be provided either with or without an architectural stamp for an extra charge.
30. **Warranty** All hardware supplied by the Seller is warranted for one year. The Seller agrees to fix promptly any software bug or hardware defect reported to the Seller via a completed RMA form. The warranty does not cover customer-performed modifications and supplied equipment, improper use,

such as, but limited to, over-voltage, reverse polarity power, voltage applied to signal outputs (when not required), lightning/static damage, exceedance of the environmental specifications, improper or inadequate maintenance, shortcomings in the computer operating system or network. All repair work will be done at the Seller's place of business. On-site support is not provided unless included in this Proposal. If a returned item is found to be in good working order, the Seller reserves the right to charge for the time spent, calculated at the Seller's normal shop rate. Domestic customers pay for shipping to the Seller, and the Seller pays for the return shipment. Foreign customers pay for shipping in both directions.

31. **Shipment liability** The Buyer is responsible for any loss, damage, or under-insurance during return shipping, and for filing any damage claims related to such loss or damage.
32. **Cancellations** An order placed and then cancelled before shipment is subject to full payment for items labeled "C". The Seller may, at its discretion, also impose a 15% penalty based on the total amount of the P.O
33. **Legal review fees** Proposals with a total amount of under \$20,000 do not include a legal review, and therefore the Buyer may not attach any additional terms or agreements. Proposals with a total amount over \$20,000 will include a legal review if the Buyer attaches his own agreement or additional terms or conditions. The costs for such a legal review will be borne by the Buyer if this Proposal is accepted.
34. **Additional items** The Seller is not liable for the inclusion of items not explicitly listed in the Proposal, for items or features not included (even if their exclusion negatively impacts the user's application), or for specific manufacturer part numbers (unless specifically called out in advance).
35. **Surge protection** It is the Buyer's responsibility to provide surge protection and grounding points for all equipment, unless otherwise stated in the Proposal.
36. **Damage/loss during shipping** The Buyer agrees to track each shipment, and to report any loss, damage, or shortages. The Seller accepts no liability for shipment damage or shortage if not reported within 10 days after the delivery date.
37. **Force Majeure** The Seller is not liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to: product allocations, failure of a supplier to deliver to the Seller in a timely manner, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, hurricanes, tornados, earthquakes, epidemics, quarantine restrictions, riots, war, or security-related concerns. The Seller's time for delivery or performance will be extended by the period of any such delays beyond its reasonable control. The Seller may, at its option, cancel any order or remaining part thereof without liability by giving written notice thereof to the Buyer.

We agree to the above "Terms and Conditions":

DAQ Systems (signature)

Date

Authorized customer (signature)

Date

Company

