



## **Taylor Data Systems Inc. Terms and Conditions of Sales**

These terms and conditions, which are referred to on all Taylor Data Systems invoices, are the terms and conditions upon which Taylor Data Systems makes all sales. All purchases made by buyer are made conditional to the terms and conditions set forth. Taylor Data Systems will not accept any other terms and conditions unless Taylor Data Systems has executed, in writing, a signed Master Sales Contract with the buyer. This Master Sales Agreement will outline the terms and conditions that will super cede and replace the terms and conditions outlined below.

### **ACCEPTANCE**

Buyer accepts all of the terms and conditions stated by any of the following acts:

1.) Buyer makes an offer to buy products; 2.) Buyer's written acknowledgment;  
3.) Buyer's acceptance of any shipped items that have been specified for delivery; or 4.) Any other act or expression of acceptance by buyer. Taylor Data Systems acceptance is based solely upon the terms and conditions stated below in their entirety, without any modification (orally or in writing) that is inconsistent with the terms and conditions set forth. Taylor Data Systems rejects any other terms and conditions that are not consistent in entirety with the terms and conditions stated below. Taylor Data Systems failure to respond to any terms and conditions that are different shall not be deemed as Taylor Data Systems acceptance or approval thereof.

### **1. Purchase Price; Payment; Taxes**

BUYER agrees to pay the total purchase price as shown on the Taylor Data Systems invoice plus any applicable sales/use tax. Buyer agrees and acknowledges that any amount due to Taylor Data Systems is contracted in US Dollars. Payment is due upon the terms stated on the Taylor Data Systems invoice minus any deposit paid in advance.

Any personal property taxes assessable on the equipment on or after actual delivery are the responsibility of the BUYER. All unpaid invoices shall bear interest in the amount of 2% of the outstanding balance per month, commencing upon the date payment is due.

Buyer's failure to make a timely payment may result in such action as commencement for proceedings for collection, revocation of credit, stoppage of shipment, repossession of such goods and termination of all sales agreements.

Any request for partial shipment must be stated on the BUYER'S purchase order. BUYER agrees to pay for any partial shipment of equipment under the same terms listed above. Payment for the partial shipments shall equal the portion of the total amount that the partial shipment represents.

### **2. Freight Costs; Delivery; Risk of Loss**

Taylor Data Systems will arrange for all shipments to the designated location of the buyer.

This will include proper packing to assure the safety of the item. The BUYER agrees to pay for all costs associated with the transportation of the item to the shipping location. For domestic transactions all risk of loss or damage with respect to the products shall pass to the buyer upon delivery. For international orders, the products will be sold on a delivered basis with insurance paid and duties and international freight unpaid. Taylor Data Systems assumes no responsibility for

charges associated with customs or any other charges or taxes within the country designated for delivery. Taylor Data Systems will not be liable for any shipment delays caused by delays beyond reasonable control of Taylor Data Systems or product unavailability.

### **3. Title; Security Interest**

Title to each piece of equipment shall pass to the BUYER upon payment to Taylor Data Systems thereof. Taylor Data Systems reserves title to the equipment sold hereunder as security for the performance of the BUYER'S obligations.

### **4. Product Returns**

Taylor Data Systems may allow for the return of products from the buyer. Any return must be pre-approved by Taylor Data Systems and the buyer must obtain a valid RMA number.

In the event Taylor Data Systems issues the buyer a valid RMA number, allowing the buyer to return product, buyer will deliver the product to Taylor Data Systems designated address in the United States. The buyer will be responsible for all applicable taxes, import or customs duties, license fees and similar charges and shipping fees.

Return policies are different for each product. It is the buyer's responsibility to obtain, in writing, the current return policies from a Taylor Data Systems representative.

Taylor Data Systems reserves the right to eliminate or modify such policies at any time.

### **5. Maintenance; Warranties; Disclaimers**

Taylor Data Systems represents and warrants that, at the time each of the equipment is delivered, Taylor Data Systems will be the lawful owner of such equipment, free and clear of any liens and encumbrances (other than those which may arise from this

Agreement) and will have full right, power and authority to sell the same to the BUYER.

All new equipment will be accompanied by all eligible manufacturers' warranties.

The BUYER, recognizing that Taylor Data Systems is not the manufacturer of the equipment(s) and expressly waives any claim against Taylor Data Systems based upon any infringement or alleged infringement of any patent with respect to any equipment(s) or for any indemnity against any patent claim made by another against the BUYER. No other warranty or guarantee, or representation oral or written, for any item listed, will exist unless stated in the item description.

The express warranties herein contained are in lieu of any and all other warranties. Taylor Data Systems hereby disclaims all representations and warranties, expressed or implied, as to the products, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Taylor Data Systems will not be liable for any damage, loss, cost or expense for breach of warranty.

### **6. Limitation of liability**

Taylor Data Systems will not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with the agreement to sell product to the buyer including damages for loss of use, lost profits, lost data or damages paid to third parties even if Taylor Data Systems has been advised of the possibility of such damages.

### **7. General**



**A.** This Agreement may not be assigned by the BUYER without the prior written consent of TDS. Any attempted assignment without such consent shall be void. TDS will not unreasonably withhold such consent.

**B.** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, to the address of the party contained herein.

**C.** Either party may change its address for notice purposes by notifying the other party in this manner.

**D.** This Agreement is subject to acceptance by TDS at its offices in Florence South Carolina and shall become effective on the date thereof.

**E.** Any change or cancellation of any purchase order after accepted by TDS may result in a rework or cancellation charge to be paid to Seller by Buyer. Said charge will not exceed the actual charge assessed by the Vendor to TDS.

**F.** No equipment shall be returned to TDS by BUYER after shipment without prior written approval from TDS. A restocking charge may be assessed by Taylor Data Systems to Buyer upon such approval.

**G.** The parties agree that jurisdiction for the purpose of all issues of law, fact or equity arising out of this Agreement, or any additions, amendments or supplements thereto, shall be in the state or federal courts located in the State of South Carolina.

be construed As applicable to the entire Agreement.

**H.** It is agreed that either party may communicate with the other by electronic means. Each party agrees that when electronic communications are used, they are the equivalents of written and signed documents.